

In the Royal Court of Jersey

Samedi Division

In the year two thousand and twenty, the sixth day of November.

Before the Judicial Greffier.

Upon the application of Her Majesty's Attorney General, IT IS ORDERED that the Planning Obligation Agreement between The Chief Officer for the Environment, Arthur Daniel Rolland and Danielle Anne Marie Rolland, née Rault in relation to Haute Tombette, La Rue de la Grosse Epine, St Mary, be registered in the Public Registry of this Island.


Greffier Substitute

LOD

Reg. Pub.

Planning Obligation Agreement under Article 25 of the Planning and Building (Jersey)**Law 2002**

relating to the development of Haute Tombette, La Rue de la Grosse Epine, St. Mary, JE3
3BN

Dated

5th November

2020

The Chief Officer for the Environment (1)

Arthur Daniel Rolland and Danielle Anne Marie Rolland (née Rault) (2)

DATE

5th November

2020

PARTIES

- (1) The Chief Officer for the Environment of PO Box 55, La Motte Street, St Helier, Jersey JE4 SPE ("**the Chief Officer**"); and
- (2) Arthur Daniel Rolland and Danielle Anne Marie Rolland (née Rault) (together "**the Owners**") of Haute Tombette, La Rue de la Grosse Epine, St. Mary, JE3 3BN.

RECITALS

- 1 Arthur Daniel Rolland warrants that he owns in perpetuity (*à fin d'héritage*) the reversionary ownership (*nue propriété*) and Danielle Anne Marie Rolland (née Rault) warrants that she has the benefit of the life interest (usufruct) of the Site each having right as devisees to the will of the late Arthur George Rolland (which will was registered in the Public Registry by an Act of the Royal Court dated 16 October 2020).
- 2 Arthur Daniel Rolland submitted an application for planning permission for revised plans for the Development (accorded the reference RP/2019/0091).
- 3 Having regard to the purposes of the Law the Island Plan 2011 and all other material considerations the Chief Officer is minded to approve the grant of planning permission for the Development subject to the prior completion of this Agreement.
- 4 The parties hereto have agreed to enter into this Agreement in order to secure the planning obligations contained herein.
- 5 The parties acknowledge that this Agreement is legally binding.
- 6 This Agreement shall be construed so as to give effect to the purpose and intention of the Law.

NOW THIS AGREEMENT WITNESSES AS FOLLOWS:

OPERATIVE PART

1 DEFINITIONS

For the purposes of this Agreement the following expressions shall have the following meanings:

"Agreement"	this agreement including the recitals and schedules hereto;

"Application"	the application for planning permission for revised plans in respect of the Site and described as "REVISED PLANS to P/2016/1393 (Demolish shed and carport and construct two storey extension to North elevation of the flat. Construct vehicular access onto La Rue de la Grosse Epine. Replace single glazed aluminium window with double glazed timber. Install door to East elevation); Retrospective: Convert part of ground floor into 1 No. one bed 'dependant unit' and given the reference RP/2019/0091;
"Chief Officer"	the person appointed from time to time as the chief executive officer (or equivalent) of the administration of the States responsible for planning and building in accordance with Article 1 of the Law;
"Cottage"	the house situate on part of the Site, subject to the Application and within which the Dependent Relative Accomodation is established;
"Dependant Relative Accommodation"	the one bedroomed dwelling unit forming part of the Development;
"Development"	the development of the Site as set out in the Application;
"Island Plan 2011"	The States of Jersey Island Plan, 2011 (as amended from time to time);
"Law"	the Planning and Building (Jersey) Law 2002;
"Plan"	the plan of the Site attached at the First Schedule to this Agreement;

"Planning Permit"	the planning permission for the Development granted by the Chief Officer pursuant to the Application, a copy of which is attached at the Second Schedule and references to the Planning Permit include where the context permits any variations to the said planning permission from time to time;
"Royal Court"	the Royal Court of the Island of Jersey;
"Site"	that part of the immovable property known as Haute Tombette, La Rue de la Grosse Epine, St. Mary, JE3 3BN, as shown for the purpose of identification hatched black on the Plan.

2 CONSTRUCTION OF THIS AGREEMENT

- 2.1 Where in this Agreement reference is made to any clause, paragraph or schedule or recital such reference (unless the context otherwise requires) is a reference to a clause, paragraph or schedule or recital in this Agreement.
- 2.2 Words importing the singular meaning where the context so admits include the plural meaning and vice versa.
- 2.3 Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed interchangeably in that manner.
- 2.4 Wherever there is more than one person named as a party and where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and against each individually unless there is an express provision otherwise.
- 2.5 Any reference to a law of the States of Jersey shall include any modification, extension or re-enactment of that law for the time being in force and shall include all instruments, orders, plans, regulations, permissions and directions for the time being made, issued or given under that Law or deriving validity from it.
- 2.6 References to any party to this Agreement shall include the successors in title to that party and to any deriving title through or under that party and in the case of the Chief Officer the successors to his statutory functions.
- 2.7 This Agreement shall be construed so as to give effect to the purpose of the Law.

3 LEGAL BASIS

- 3.1 This Agreement is made pursuant to Article 25 of the Law.

- 3.2 The covenants, restrictions and requirements imposed upon the Owners under this Agreement create planning obligations pursuant to Article 25 of the Law and are enforceable by the Chief Officer against the Owners.

4 CONDITIONALITY

This Agreement shall come into effect immediately upon the date on which this Agreement has been recorded as registered in the Royal Court as evidenced by an Act of the said Court.

5 OWNERS COVENANTS

The Owners covenant and agree with the Chief Officer as set out in the Third Schedule so that this Agreement shall be enforceable without limit of time against the Owners and any person claiming or deriving title through or under the Owners to the Site or any part or parts thereof.

6. PUBLIC REGISTRY OF CONTRACTS

The Chief Officer shall as soon as practicable apply to the Royal Court for an order that this Agreement be registered in the Public Registry of Contracts.

7 MISCELLANEOUS

- 7.1 Where the agreement, approval, consent or expression of satisfaction is required by the Owners from the Chief Officer under the terms of this Agreement such agreement, approval or consent or expression of satisfaction shall not be unreasonably withheld or delayed and any such agreement, consent, approval or expression of satisfaction may be given on behalf of the Chief Officer by the Director - Development Control of Planning and notice or communication to the Chief Officer pursuant to the provisions of this Agreement shall be addressed to the Director - Development Control of Planning or as otherwise notified for the purpose by notice in writing.
- 7.2 Any notices on the Owners shall be deemed to have been properly served if sent by ordinary post to and addressed to such party at the address referred to above or as otherwise notified for the purpose by notice in writing.
- 7.3 Insofar as any clause or clauses of this Agreement are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Agreement.
- 7.4 This Agreement shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permit shall be quashed, cancelled, revoked or otherwise withdrawn or (without the consent of the Owners) it is modified (other than by process under Article 10 of the Law) by any statutory procedure.
- 7.5 No person shall be liable for any breach of any of the planning obligations or other provisions of this Agreement after it shall have parted with its entire interest in the Site but without prejudice to liability for any subsisting breach arising prior to parting with such interest.

- 7.6 Nothing in this Agreement shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Planning Permit) granted (whether or not on appeal) after the date of this Agreement.
- 7.7 Except in so far as legally or equitably permitted this Agreement shall not prejudice or fetter or affect any statutory power discretion or duty of the Chief Officer and without prejudice to the generality of the foregoing it is agreed between the parties hereto that any benefit or power conferred on the Chief Officer by any of the obligations or covenants by the Owners in favour of the Chief Officer under this Agreement are in addition to any of the Chief Officer's statutory powers under the Law.
- 7.8 Nothing contained herein shall be construed as obviating the need for the Owners to obtain or acquire from any third party with respect to the Development or its use any consents permits authorisations rights interests in land or servitudes.
- 7.9 Nothing in this Agreement shall be construed or interpreted in such a way or inference to be drawn so as to place or create a duty of care upon the Chief Officer as a result of the Chief Officer agreeing to accept the covenants agreements and undertakings on the part of the Owners as contained herein.
- 7.10 The Owners shall not be entitled to any costs or compensation as a result of the making of this Agreement and the obligations contained herein.
- 7.11 All communications and notices served or made under this Agreement shall be in writing.

8 WAIVER

No waiver (whether expressed or implied) by the Chief Officer of any breach or default in performing or observing any of the covenants terms or conditions of this Agreement shall constitute a continuing waiver and no such waiver shall prevent the Chief Officer from enforcing any of the relevant terms or conditions or from acting upon any subsequent breach or default.

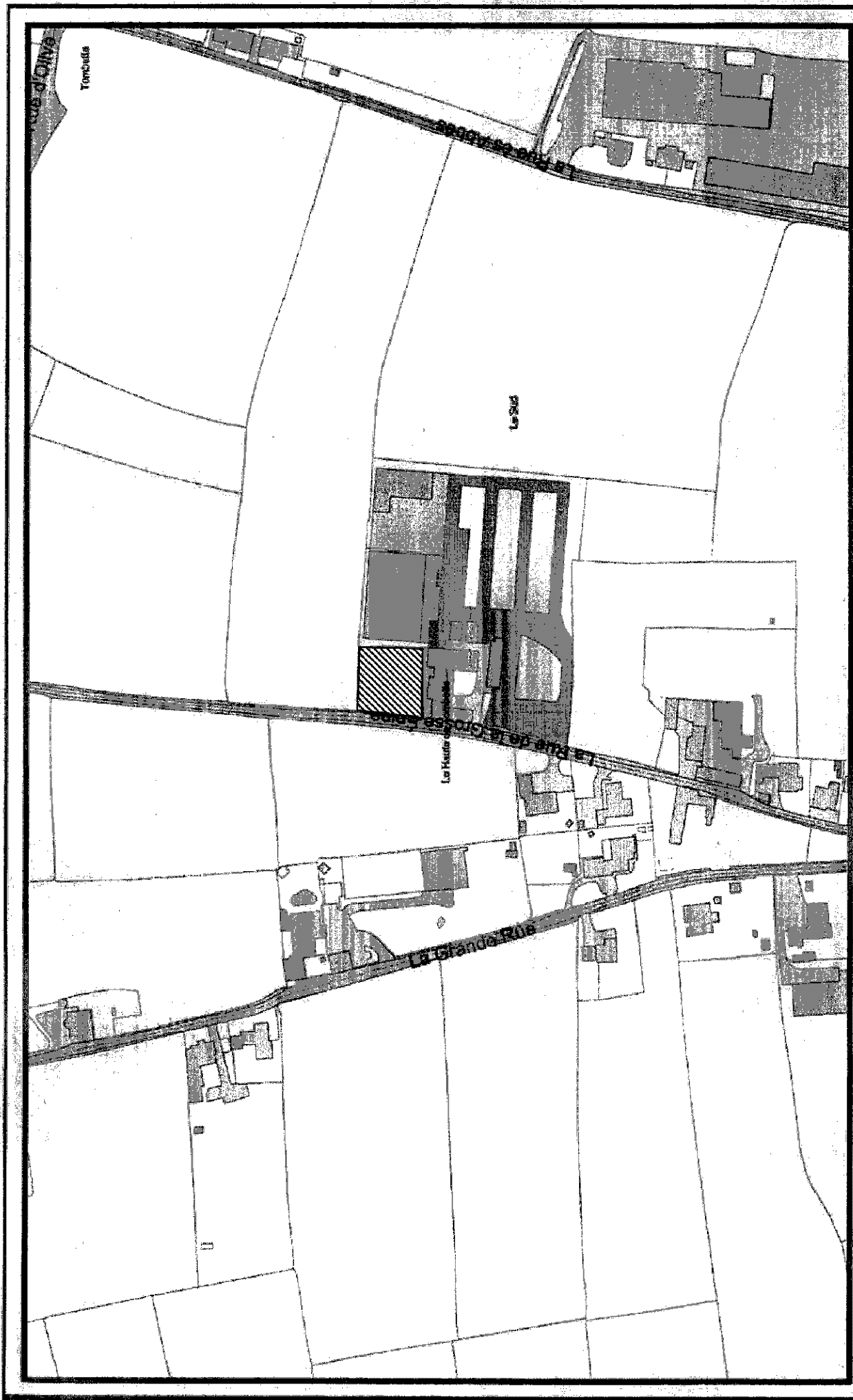
9 DISPUTE RESOLUTION

In the event that any dispute shall arise in respect of any provision of this Agreement it shall be referred if not resolved within seven working days to the arbitration of an independent arbitrator under the provisions of the Arbitration (Jersey) Law 1998 such arbitrator to be named by the agreement of the parties to the dispute or in default of agreement by the President for the time being of the Chartered Institution of Arbitrators upon the application of any party to the dispute.

10 JURISDICTION

This Agreement is governed by and interpreted in accordance with the law of the Island of Jersey.

FIRST SCHEDULE
The Plan





 States of Jersey



 STATES OF JERSEY PLANNING & ENVIRONMENT DEPARTMENT

01 February 2019
 Scale: 1:2500
 mapping@gov.nj

SECOND SCHEDULE
The Planning Permit

Decision Notice

PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number RP/2019/0091

In accordance with Article 19(8) of the Planning and Building (Jersey) Law 2002, as representations were made in connection with this application, this decision shall not have effect during the period of 28 days immediately after the decision date.

This permission enures (unless otherwise stated) for the benefit of the land to which it relates and of each person for the time being having an estate or interest in that land.

This decision does not absolve the parties concerned from obtaining, nor does it overrule, any other permission that may be required under any other law. In addition, it does not overrule any private property rights, nor does it absolve the need to obtain the permission of the owner of the land to which this permission relates.

This is notification of the decision to **GRANT** permission to develop land under Article 19 of the Planning and Building (Jersey) Law 2002;

In respect of the following development:

REVISED PLANS to P/2016/1393 (Demolish shed and carport and construct two storey extension to North elevation of the flat. Construct vehicular access onto La Rue de la Grosse Epine. Replace single glazed aluminium window with double glazed timber. Install door to East elevation): Retrospective: Convert part of ground floor into 1No. one bed 'dependant unit'.

To be carried out at:

Haute Tombette, La Rue de la Grosse Epine, St Mary, JE3 3BN

This permission is granted subject to compliance with the following conditions and approved plan(s):

- A. This permission solely relates to the revisions described herein.
- B. The development shall commence within five years of the original decision date, 25/11/2016.

Reason: The development to which this permission relates will need to be reconsidered in light of any material change in circumstance.

- C. The development hereby approved shall be carried out entirely in accordance with the plans, drawings, written details and documents which form part of this permission.

Decision Notice

PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number RP/2019/0091

Reason: To ensure that the development is carried out and completed in accordance with the details approved.

Condition(s):

1. Prior to its installation, full joinery details in respect of the new window shall be submitted to, and agreed in writing by, the Development Control section.

Reason(s):

1. To ensure that the character of the listed building is not harmed, in accordance with Policies HE 1 and SP 4 of the adopted Island Plan 2011 (revised 2014).

FOR YOUR INFORMATION

The approved plans can be viewed on the Planning Register at www.gov.je/planning

The following plan(s) has/have been approved:

Location Plan
2016/015/02 D – Ground Floor Plan
2016/015/04 D – Elevations & Site Plan

DECISION DATE:

The development may also require building permission, for which a separate application will need to be made. You can find out if building permission is required on our website www.gov.je/planningbuilding

The approved plans and any conditions attached to the decision are important and should be complied with. If there is any variation from the approved plans or the conditions you need to notify us immediately. Failure to comply with the approved plans or conditions may result in enforcement action.

If you are unhappy with a condition attached to this permission, you may request a review or make an appeal. You can find out how to do this on our website www.gov.je/planning

THIRD SCHEDULE

The Owners Covenants with the Chief Officer

The Owners covenant, agree and undertake:

- 1 To ensure that the Dependant Relative Accommodation shall not be used or occupied or permitted to be used or occupied otherwise than in conjunction with and ancillary to the Cottage.
- 2 The Dependant Relative Accommodation shall not be sold let alienated or otherwise disposed of separately from the Cottage.

Signed on behalf of the Chief Officer

[Redacted signature]

PETER LE GREGLY

by

in the presence of [Redacted]

LAURENCE DAVIES

this 5th day of November 2020

[Redacted signature]

Rolland

.....

.....

This 28 day of October 2020

Signed by and Danielle Anne Marie Rolland (née Rault)

X [Redacted signature]

in the presence of:

[Redacted signature]

This 28 day of October 2020