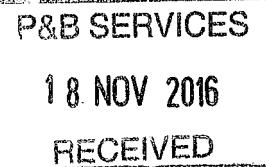


**Planning Obligation Agreement under Article 25 of the
Planning and Building (Jersey) Law 2002**



Relating to the Development of La Coupe, La Rue de la Coupe, St. Martin, Jersey

Dated: 21st November 2016

The Chief Officer for the Environment (1)

Adam Charles Mackie and Janine Lianne Mackie (2)

HSBC Private Bank (C.I.) Limited (3)

PARTIES

- (1) The Chief Officer for Planning and Environment of States Offices, South Hill, St Helier, Jersey JE2 4US ("the Chief Officer")
- (2) Adam Charles Mackie and Janine Lianne Mackie of [REDACTED]
[REDACTED] "the Owners")
- (3) HSBC Private Bank (C.I.) Limited, a [REDACTED]
[REDACTED]

RECITALS

1. The Owners warrant that they are the owners in perpetuity (à fin d'héritage) of the Site.
2. The Hypothecator has an interest in the Site by virtue of a judicial hypothec (hypothèques judiciaire) dated 6 May 2016
3. The Owners submitted an application (accorded the reference P/2015/0762) for planning permission for the Development.
4. Pursuant to Article 9(5)(b) of the Law the Chief Officer referred the application for the Development to the Planning Applications Committee for determination by that Committee.
5. Having regard to the purposes of the Law the Island Plan 2011 and all other material considerations the Planning Applications Committee at its meeting on 20 August 2015 resolved to approve the grant of planning permission for the Development subject to the prior completion of this Agreement.
6. The parties hereto have agreed to enter into this Agreement in order to secure the planning obligations contained herein.
7. The parties acknowledge that this Agreement is legally binding.
8. 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

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

"Approved Landscape Management Plan"		The landscape management plan approved by the Chief Officer in accordance with the Third Schedule
"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.
"Commencement"		the date on which any operation forming part of the Development permitted by the Planning Permit or any subsequent Planning permission for the Development begins to be carried out and "Commence" and "Commenced" shall be construed accordingly
"Development"		the development of the Site in accordance with the Planning Permit for the construction of a single storey extension to the West elevation, demolition of stables, removal of sand school, new landscaping including creation of a natural pond.
"Interest"		interest at three per cent above the base lending rate of the HSBC Bank Plc from time to time
"Landscape Management Plan"		<p>A plan for the landscape and its management in the Site such plan to include (but not by way of limitation) provision for matters such as:</p> <ul style="list-style-type: none"> • 10 year landscape management strategy for the Site • Tree management • Programme for removal of invasive species • Landscape restoration measures • Habitat management measures • Biodiversity enhancement • New planting • Heathland restoration • Heather restoration • Gorse restoration
"Law"		the Planning and Building (Jersey) Law 2002
"Occupation" "Occupy" and "Occupied"		means occupation for the purposes permitted by the Planning Permit but not including

		occupation by personnel engaged in construction, fitting out or decoration or occupation for marketing or display or occupation in relation to security operations.
"Plan"		the plan contained in the Second Schedule to this agreement
"Planning Permit"		the planning permission for the Development (reference P/2015/0762) a copy of which is attached in the Third Schedule
"Royal Court"		the Royal Court of the Island of Jersey
"Site"		La Coupe, La Rue de la Coupe, St. Martin as identified by a thick black edging and hatched black on the Plan upon which the Development is to be carried out

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 interchangeable 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 Minister 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 Minister against the Owners.

4 CONDITIONALITY

4.1 This Agreement is conditional upon:

- (i) the grant of the Planning Permit; and
- (ii) the Commencement of Development

save for the provisions of Clauses 9, 12 and 13 and any other relevant provision which shall come into effect immediately upon the date which this Agreement has been recorded as registered in the Royal Court as evidenced by an Act of the said Court.

5 THE OWNERS' COVENANTS

The Owners covenants and agrees with the Minister as set out in the Fourth 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 Minister 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 Minister 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 Minister by the Director - Development Control of Planning and notice or communication to the Minister pursuant to the provisions of this Agreement shall be addressed to the Director - Development Control at Planning and Building Services South Hill St Helier Jersey JE2 4US 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 or expires prior to the Commencement of Development;

- 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 Minister and without prejudice to the generality of the foregoing it is agreed between the parties hereto that any benefit or power conferred on the Minister by any of the obligations or covenants by the Owners in favour of the Minister under this Agreement are in addition to any of the Ministers' 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 Minister as a result of the Minister 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 Minister 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 Minister from enforcing any of the relevant terms or conditions or from acting upon any subsequent breach or default.

9 CHANGE IN OWNERSHIP

The Owners agrees with the Minister to give the Minister written notice (as soon as reasonably practical following such change) of any change in Ownership of any of its interest in the Site occurring before all the obligations under this Agreement have been discharged.

10 INTEREST

If any payment due under this Agreement is paid late, Interest will be payable from the date payment is due to the date of payment.

11 HYPOTHECATOR'S CONSENT

The Hypothecator acknowledges and declares that this Agreement has been entered into by the Owners with its consent and that the Site shall be bound by the obligations contained in this Agreement and that the security of the Hypothecator over the Site shall take effect subject to this Agreement PROVIDED THAT the Hypothecator shall otherwise have no liability under this Agreement unless it takes possession of the Site in which case it too will be bound by the obligations as a person deriving title from the Owners

12 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 Royal Institution of Arbitrators upon the application of any party to the dispute.

13 GOODS AND SERVICES TAX

- 13.1 All cause given in accordance with the terms of this Agreement shall be exclusive of any GST properly payable in respect thereof.
- 13.2 If at any time GST is or becomes chargeable in respect of any supply made in accordance with the terms of this Agreement then to the extent that GST had not previously been charged in respect of that supply the person making the supply shall have the right to issue a GST invoice to the person to whom the supply was made and the GST shall be paid accordingly.

14 JURISDICTION

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

FIRST SCHEDULE

Details of the Owners' Title, and description of the Site

The title of the Owners to the Site is by deed of hereditary purchase by contract dated 7th March 2014 from [REDACTED]

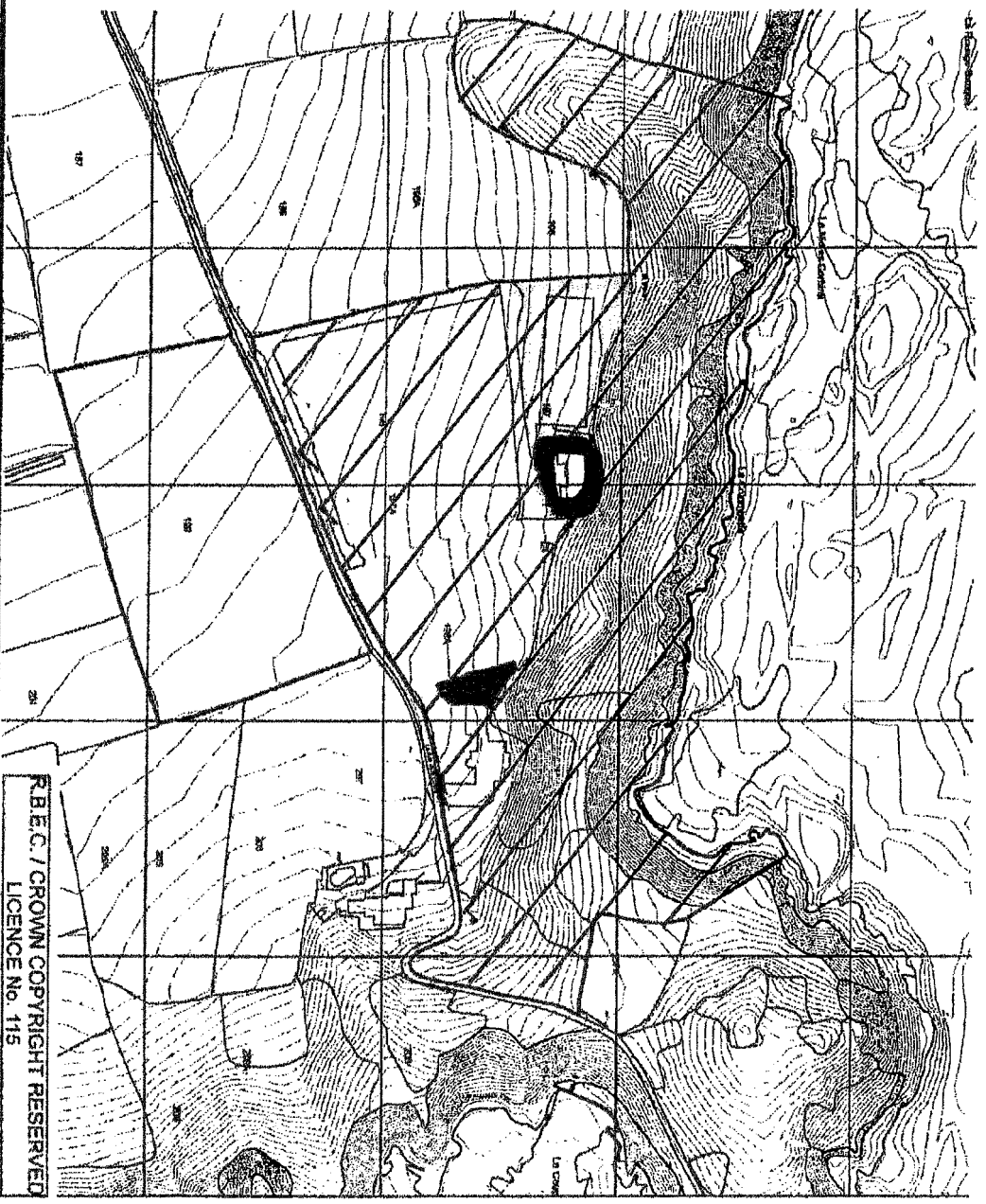
The Site is shown for the purposes of identification on the Plan

SECOND SCHEDULE

The Plan

La Coupe

Notes:
 Do not scale off the drawings.
 All dimensions should be checked prior to commencement on site and any discrepancies noted immediately to the Architect.
 This Drawing is to be used in conjunction with all other drawings and specifications issued for Construction. Any discrepancies shall be noted immediately to the Architect.



R.B.E.C. / CROWN COPYRIGHT RESERVED
 LICENCE No. 115

GODEL ARCHITECTS 14 Crane Road, La Ferme de l'Église, 3 étages, Jersey, JF3 2XN Tel: 0 534 886030 Fax: 0 534 886031 info@godelarchitects.com		Client Mr & Mrs Mochie	Job Title La Coupe	Drawing Location Plan	Drawn JRM Job No. 881	Date May 2015 Dwg. No. 1P01	Checked by R.G. Rev.	Scale 1:2500 File
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THIRD SCHEDULE

The Planning Permission

Draft Decision Notice

PLANNING AND BUILDING (JERSEY) LAW 2002

In accordance with Article 19(8) of the Planning and Building 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:

Construct single storey extension to West elevation. Demolition of stables, removal of sand school, new landscaping including creation of a natural pond. Application re-advertised so as to include driveway parallel to approved ramped access.

To be carried out at:

La Coupe House, La Rue de la Coupe, St. Martin, JE3 6BS.

INFORMATIVE: This permission shall only be undertaken in combination with the Planning Obligation Agreement tied to this permission.

REASON FOR APPROVAL: Permission has been granted having taken into account the relevant policies of the approved Island Plan, together with other relevant policies and all other material considerations, including the consultations and representations received.

The single storey extension to the dwelling is considered to be proportionate to and in keeping with the existing building, and, due to its position, height and materials, is not imposing and does result in harm to the landscape or the character of the area. It is also considered not to result in a significant increase in occupancy. Nor is it likely to result in a material increase in traffic, noise or disturbance or to have any material impact on any other property.

APPROVED

The extension is accompanied by other landscape improvement works which are considered to be beneficial to the area and the environment.

The application is therefore considered to satisfy the requirements of policies NE6 (Coastal National Park), NE7 (Green Zone), GD1 (General Development Considerations), GD7 (Design Quality) and GD5 (Skyline, Views and Vistas), and supported by policies NE1 (Conservation and Enhancement of Biological Diversity), NE2 (Species Protection) and NE3 (Wildlife Corridors) of the Island Plan 2011 (Revised 2014).

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

- A. The development shall commence within five years of the decision date.
Reason: The development to which this permission relates will need to be reconsidered in light of any material change in circumstance.
- B. 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.
Reason: To ensure that the development is carried out and completed in accordance with the details approved.

Conditions:

1. Prior to commencement of construction of the extension on site, details of all external materials must be submitted to and have been approved in writing by the Department of the Environment. No part of the development hereby approved shall be occupied until the details are implemented in full and thereafter retained and maintained as such.
2. Prior to the first use or occupation of the extension hereby approved the sections of the existing tracks shown to be removed on the approved drawings, shall be removed and the land restored to match that immediately adjacent to the tracks or as otherwise agreed as part of the Landscape Management Plan required by the Planning Obligation Agreement attached to this approval.
3. Prior to the first use or occupation of the extension hereby approved the existing stables and sandschool in Field 197, shown to be removed on the approved drawings, shall be removed and the landscape restoration works within 197 shall be undertaken in full in accordance with the Landscape Management Plan required by the Planning Obligation Agreement attached to this approval.
4. Notwithstanding the provisions of the Planning and Building (General Development) (Jersey) Order 2011, or any amendment to or replacement of that order, no works involving the creation of a track, stable, sandschool or means of enclosure is permitted without the prior written approval of the Department of the Environment.
5. The area outlined in red on the submitted Location Plan is not all considered to be part of the residential curtilage of La Coupe House. The curtilage hereby accepted is that shown outlined in red on drawing 03 P3.

APPROVED

Reasons:

1. To ensure that the materials used are acceptable and achieve the quality of development expected, in accordance with Policies NE7, GD1 and GD7 of the Island Plan 2011 (Revised 2014).
2. To secure this part of the environmental benefits proposed within the application and the cessation of the use of the construction accesses within Fields 197A and 198.
3. To secure this part of the environmental benefits proposed within the application.
4. This application proposes landscape improvements in part through the removal of existing tracks, stables and a sandschool. To ensure that these improvements are not undermined by future development, the Department wishes to retain control over any similar development in the future, in the interests of the character of the area and the aims of policies NE6, NE7 and GD1 of the Island Plan 2011 (Revised 2014).
5. For the avoidance of doubt and to ensure that the residential curtilage is not extended as this would be to the detriment of the character and appearance of the area and inconsistent with policies NE6 and NE7 of the 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
Proposed Site Plan 881 003 P3
Proposed Basement Floor Plan 881 004 P1
Proposed Ground Floor Plan 881 005 P1
Proposed Section & Elevation 881 006 P1

DECISION DATE:

The development will also require building permission, for which a separate application will need to be made. If you are in any doubt as to whether building permission is required please telephone the Building Applications Team on 448407.

APPROVED

FOURTH SCHEDULE

The Owners' Covenants with the Minister

The Owners covenant, agree and undertake:

COMMENCEMENT

- 1 Not to Commence the Development until the Owners have given to the Minister no less than seven (7) days' notice in writing of their intention so to do.

DEMOLITION AND REMOVAL OF STABLES AND SAND SCHOOL

2. To demolish the stables (identified as the area within a thick red line on the Plan) and remove the sand school (identified as the area within a thick green line on the Plan) within 6 months of the Commencement of the Development and to forthwith proceed and reinstate the site of the former stables and sand school in accordance with the Approved Landscape Management Plan and with good ecological and nature conservation practice and complete such reinstatement as soon as reasonably practicable thereafter (but in any event within one year of the Commencement of Development).
3. Not to Occupy the Development until such time as the stables (identified as the area within a thick red line on the Plan) have been demolished and the sand school ((identified as the area within a thick green line on the Plan) removed and the site thereof reinstated in accordance with paragraph 2 above.

LANDSCAPE MANAGEMENT

4. To submit the Landscape Management Plan to the Chief Officer for approval by the Chief Officer ("the Approved Landscaping Plan")
5. To implement and carry out the 10 year management strategy for the Site under the Approved Landscape Management Plan.
6. To use the Site in accordance with the Approved Landscape Management Plan.

FIFTH SCHEDULE

Chief Officer's Covenants

1. To issue the Planning Permit to the Owners.

Signed on behalf of the Chief Officer

by [Redacted]

in the presence of [Redacted]

this 21st day of November 2016

Signed by Adam Charles Mackie
[Redacted]

in the presence of [Redacted]

this 18th day of November 2016

Signed by Janine Lianne Mackie

[Redacted]

in the presence of ... [Redacted]

this 18th day of November 2016

Signed on behalf of HSBC Private Bank (C.I.) Limited

..... [Redacted]

Name and position.

in the presence of [Redacted]

this 9th day of November 2016