

In the Royal Court of Jersey

Samedi Division

In the year two thousand and seventeen, the fifth day of October.

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, The Jersey Homes Trust and Barclays Bank PLC in relation to Parkinson Drive, St Lawrence, 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 at Parkinson Drive St Lawrence

Dated

5TH OCTOBER

2017

The Chief Officer for the Environment(1)

The Jersey Homes Trust (2)

Barclays Bank Plc (3)

DATE

5TH OCTOBER

2017

PARTIES

- (1) The Chief Officer for the Environment of States Offices, South Hill, St Helier, Jersey JE2 4US ("the Chief Officer")
- (2) The Jersey Homes Trust of PO Box 404, St Helier, Jersey JE4 9WG ("the Owner")
- (3) Barclays Bank Plc registered in England with Registered No. 1026167 of Registered Office 1 Churchill Place, London E14 5HP and whose address for service in respect of this Agreement shall be its office at 13 Library Place St Helier Jersey JE4 8NE ("the Lender")

RECITALS

- 1 The Owner warrants that it is the owner in perpetuity (*à fin d'héritage*) of the Site to which it has title as set out in the First Schedule.
- 2 The Lender has an interest in the Site by virtue of a judicial hypothec registered in favour of Barclays Private Clients International Limited against the Site dated 15 March 2013 which vested in the Lender with effect from 1 October 2016 by virtue of an Order of the Royal Court dated 27 July 2016.
- 3 Having regard to the purpose of the Law the Island Plan 2011 and all other material considerations planning permission is to be granted for the Development subject to the completion of this Agreement that provision should be made for regulating or facilitating the development or use of the Site in the manner hereinafter appearing and without such planning permission would not be so granted.
- 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:

"Chief Officer"	the person appointed from time to time as the chief executive officer (or equivalent) of the administration of
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		the States responsible for planning and building in accordance with Article 1 of the Law.
"Commencement"		the date on which any operation (but not including any enabling, exploratory or investigative works, nor asbestos removal or demolition works) 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.
"GST"		goods and services tax under the Goods and Services Tax (Jersey) Law 2007.
"Law"		the Planning and Building (Jersey) Law 2002.
"Minister for Infrastructure"		the Minister for Infrastructure, including his or her successor and any person or body to whom the functions of the Minister for Infrastructure may be transferred hereafter or lawfully delegated from time to time.
"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 Application"		the application for planning permission in respect of the Site and described as "Construct 3 no. two bed dwellings with associated parking and landscaping" and given the reference P/2016/1150.

"Planning Permit"		the planning permission for the Development as applied for and described in the Planning Application (P/2016/1150) a copy of which is attached in the Third Schedule.
"Pedestrian Footpath Works"		the works to be carried out pursuant to the Pedestrian Footpath Works Specification, and as referred to on the Roadside Works Plan, comprising a new 1.5m wide footpath (as shown on approved drawing 13-proposed footpath 9.3.17) and any necessary ancillary or incidental works across the southern side of the Site on La Route de St Aubin between La Rue de Haut and Mont Felard at the Owner's expense and to the standards of the Minister for Infrastructure.
"Pedestrian Footpath Works Plan"		the plan contained at the Fifth Schedule.
"Pedestrian Footpath Works Specification"		such specification for the Pedestrian Footpath Works as is agreed by the Owner with the Minister for Infrastructure (each acting reasonably).
"Royal Court"		the Royal Court of the Island of Jersey.
"Site"		Land at Parkinson Drive St Lawrence identified by thick black edging and cross-hatched black on the Plan (and more fully described in the First Schedule) 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 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 and the Minister for Infrastructure the successors to their respective 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 Owner under this Agreement create planning obligations pursuant to Article 25 of the Law and are enforceable by the Chief Officer against the Owner.

4 EFFECTIVE DATE

This Agreement 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 OWNER'S COVENANTS

The Owner covenants and agrees with the Chief Officer as set out in the Fourth Schedule so that this Agreement shall be enforceable without limit of time against the Owner and any person claiming or deriving title through or under the Owner 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 Owner 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 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 Owner 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 or by electronic mail (or other similar form of computer or electronic communication system in use) to any address which the Owner may notify to the Chief Officer. A notice given by email shall be deemed to have been given at the time it is sent (and an automated confirmation of the message having being successfully sent to the addressee's email address shall be conclusive evidence that the notice was given).
- 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 Owner) 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 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 Owner 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 Owner as contained herein.
- 7.10 The Owner 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 (including, where permitted by this Agreement, email).

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 CHANGE IN OWNERSHIP

The Owner agrees with the Chief Officer to give the Chief Officer 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 LENDER'S CONSENT

The Lender acknowledges and declares that this Agreement has been entered into by the Owner with its consent and that the Site shall be bound by the obligations contained in this Agreement and that the security of the Lender over the Site shall take effect subject to this Agreement PROVIDED THAT the Lender shall not otherwise have any 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 Owner.

11 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.

12 GOODS AND SERVICES TAX

- 12.1 All *cause* given in accordance with the terms of this Agreement shall be exclusive of any GST properly payable in respect thereof.
- 12.2 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.

13 JURISDICTION

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

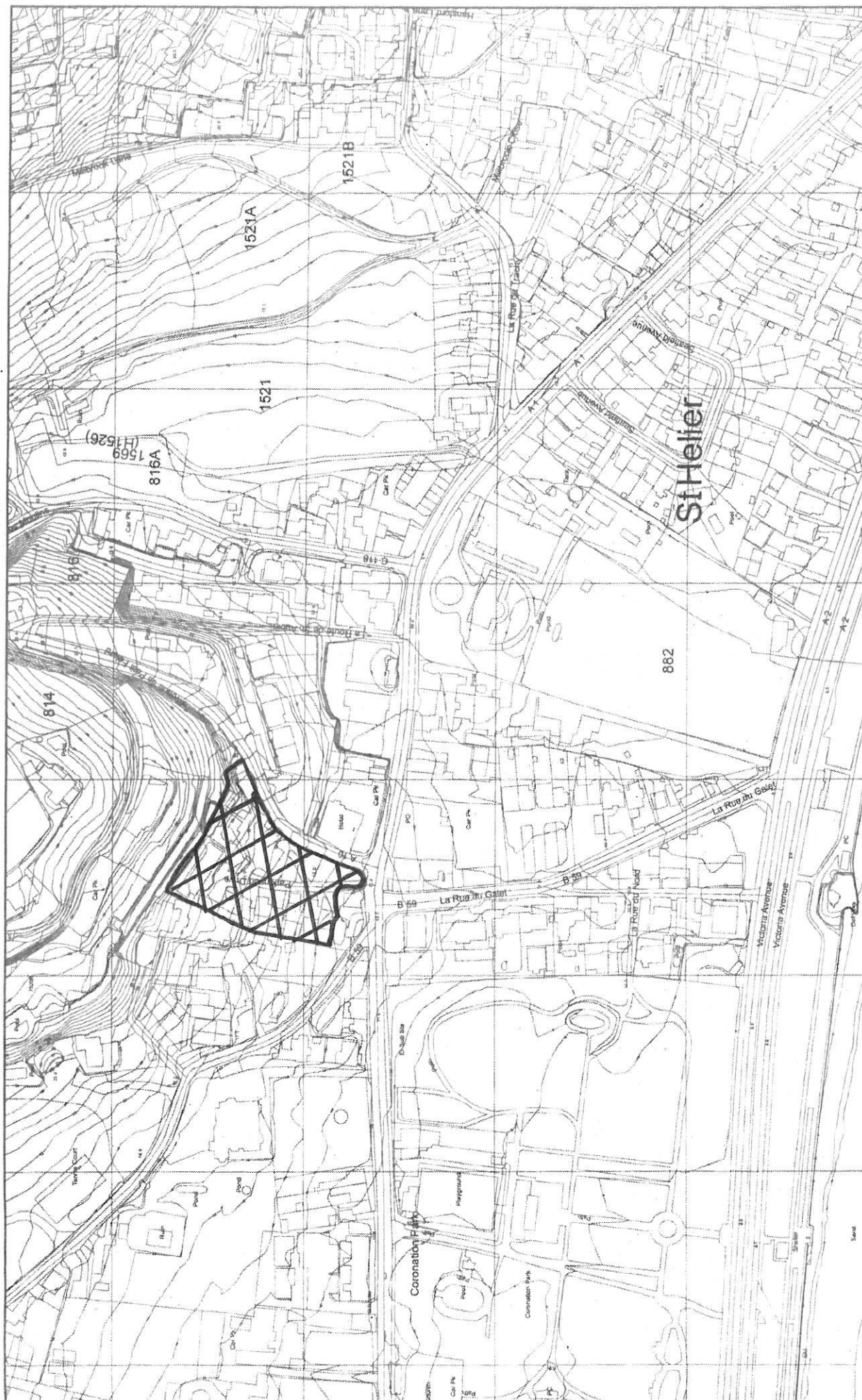
FIRST SCHEDULE**Details of the Owner's Title, and description of the Site**

The road together with "Villa Caprice", "La Folie", "Warren Court", "La Folie Lodge" ("La Folie Lodge" having subsequently been sold to Malcolm Denys Bees and Helen Bees, née Spencer by contract dated the 27th October 2006), 1-7 "Parkinson Drive" "The Dower House", gardens, lands and appurtenances by contract dated the 21st March 1997 from the limited liability company known as "Highbury Properties Limited".

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

SECOND SCHEDULE

The Plan



Barnes
Collie
Fischer

LOCATION PLAN

SCALE 1: 2500

Digimap Licence Number - J161

THIRD SCHEDULE

The Planning Permit

Department of the Environment
Planning and Building Services
South Hill
St Helier, Jersey, JE2 4US
Tel: +44 (0)1534 445508



Planning Application Number P/2016/1150

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 3 no. two bed dwellings with associated parking and landscaping. 3D Model Available. REVISED PLANS: Houses re-aligned.

To be carried out at:

Land to the East of Parkinson Drive, La Route de St. Aubin, St. Lawrence.

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.

In addition, the representations raised to the scheme on the grounds of loss of privacy and light; overbearing; overdevelopment; loss of green space and increase in traffic generation have been assessed. However, it is considered that the proposal accords with the terms of Policy GD1 of the 2011 Island Plan (Revised 2014) in that it does not unreasonably harm the amenities of neighbouring users nor will it lead to unacceptable problems of traffic generation, safety and parking.

Given comments received during the assessment of the application, the

Decision Notice

PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2016/1150

States of Jersey recommends that the applicant should refer to the guidance on The Control of Dust and Emissions from Construction and Demolition, which can be found online at:
http://www.london.gov.uk/thelondonplan/guides/bpg/bpg_04.jsp

Given comments received during the assessment of the application, the States of Jersey recommends that the applicant should be aware that the site has been identified as having the possible presence of protected wildlife species. It is the responsibility of the applicant to inform all site workers of the possibility of protected species on site and the implications under the Conservation of Wildlife (Jersey) Law (2000) and you are advised that it is your duty under the Law to stop work and notify the Department of Environment on +44 (0) 1534 441600 immediately should any species be found.

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.

Condition(s):

1. No part of the development hereby permitted shall be begun until a scheme of landscaping has been submitted to and approved in writing by the Department of the Environment. The scheme of landscaping shall provide details of the following;
 - i) the position of all new trees and/or shrubs, this must include the species of plant(s)/tree(s) to be planted, their size, number and spacing and the means to be used to support and protect them;
 - ii) other landscape treatments to be carried out including any excavation works, surfacing treatments, or means of enclosure;
 - iii) the presence of any invasive plant species on site, and if present, a detailed method statement for the removal and long-term management/eradication of the species; and,
 - iv) A landscape management plan for the maintenance of the landscaped areas.
- Once agreed, the approved scheme shall be implemented in full and thereafter

APPROVED

Decision Notice

PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2016/1150

maintained as such.

2. The windows and doors of the proposed development shall be set back a minimum of 75mm from the edge of the render around the window and door openings unless otherwise agreed in writing with the Department of the Environment.
3. No part of the development hereby approved shall be occupied until the approved drainage works, including the connection to the foul sewer, is completed in accordance with the approved plans.
4. No part of the development hereby approved shall be occupied until the approved drainage works including disposal of surface water and/or Sustainable Urban Drainage Solutions is completed in accordance with the approved plans, and thereafter be retained as such.
5. Notwithstanding the provisions of the Planning and Building (General Development) (Jersey) Order 2011 (or any order revoking and re-enacting that order with or without modification), the following development shall not be undertaken without express planning permission first being obtained from the Department of the Environment.
 - Extension to the dwelling (to include a conservatory);
 - Free standing buildings within the curtilages of the dwelling;
 - Addition or alteration to the roof;
 - Erection of a porch, and
 - Any windows or dormer windows.

Reason(s):

1. To safeguard the character and appearance of the area in accordance with Policies GD1, NE1, NE2 and NE4 of the Adopted Island Plan 2011 (Revised 2014).
2. To promote good design and to safeguard the character and appearance of the existing building and surrounding area, in accordance with Policies GD1 and GD7 of the Adopted Island Plan 2011 (Revised 2014).
3. To ensure that the property has adequate foul drainage and in order to prevent any pollution of groundwater in accordance with Policy LWM2 of the Adopted Island Plan 2011 (Revised 2014).
4. To ensure that that the completed development is provided with satisfactory infrastructure and to have regard for highway safety, in accordance with Policy GD1 of the Adopted Island Plan 2011 (Revised 2014).
5. To enable the Department of the Environment to control the

APPROVED

Decision Notice

PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2016/1150

development and so safeguard the character and visual amenities of the area and to ensure that adequate private amenity space is retained within the curtilage of the dwelling in compliance with the requirements of Policy GD1 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:

- 1-Location Plan
- 2-Proposed Ground Floor & Site Plans 1061.05D
- 3-Proposed First Floor Site Plan 1061.06C
- 4-Proposed Site East & West Elevations 1061.07A
- 5-Proposed Site South Elevation 1061.08A
- 6-Proposed Unit No.8 1061.10A
- 7-Proposed Unit No.9 1061.11A
- 8-Proposed Unit No.10 1061.12A
- 9-Proposed Landscape Plan 1061.15
- 10-Proposed North Elevations 1061.16A
- 11-Design Statement
- 12-Proposed Outline Drainage 56266/01 P0
- 13-Proposed footpath 9.3.17

DECISION DATE: 15/03/2017

The development may 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 Owner's Covenants with the Chief Officer

The Owner covenants, agrees and undertakes:

COMMENCEMENT

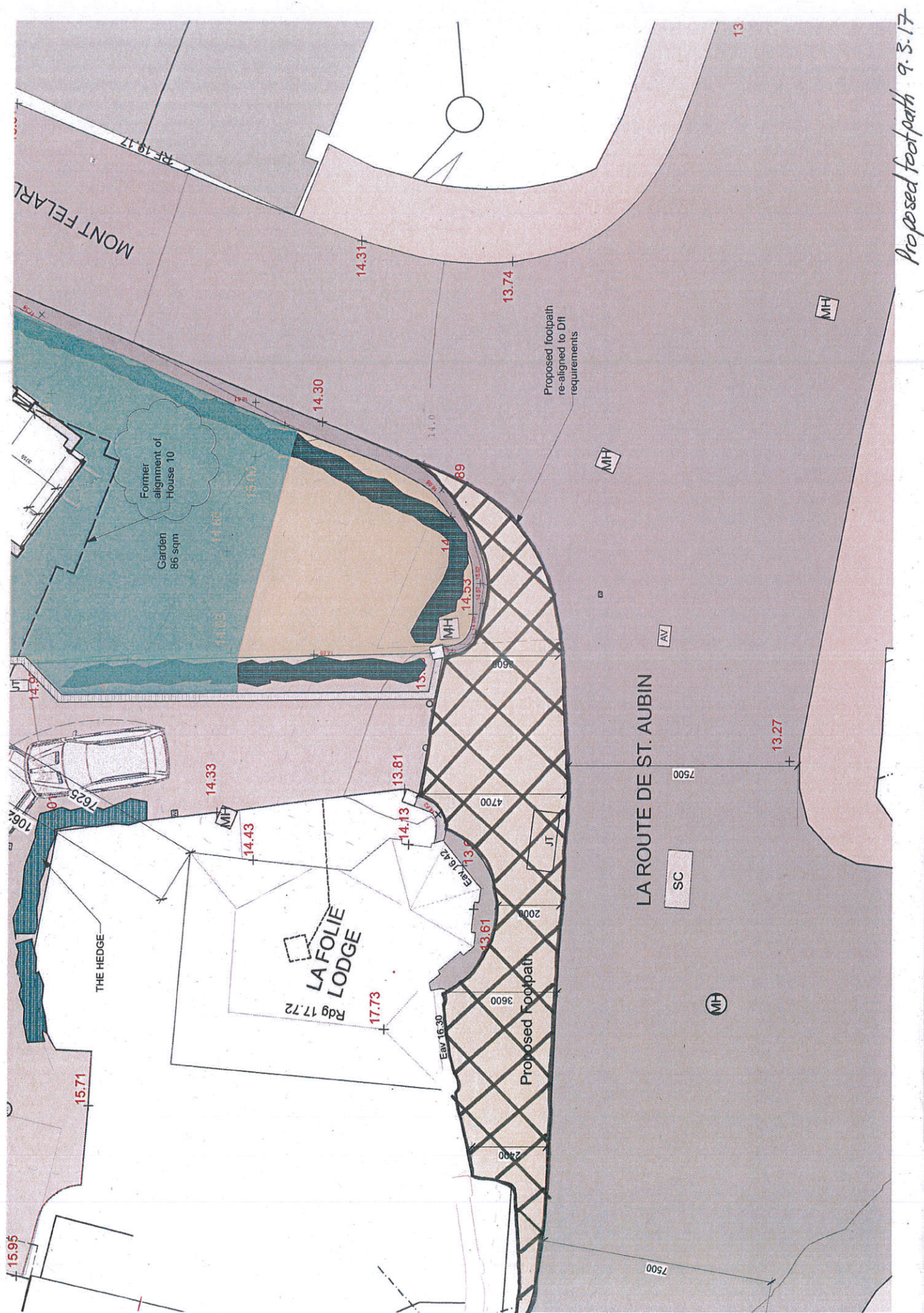
- 1 Not to Commence the Development until the Owner has given to the Chief Officer twenty-eight (28) days' notice in writing of its intention so to do.

PEDESTRIAN FOOTWAY

- 2 Not to Commence the Development before the Pedestrian Footway Works Specification has been submitted to the Chief Officer for his approval (in consultation with the Minister for Infrastructure).
- 3 Not to Commence that part of the Development comprising the Pedestrian Footway Works until the Owner has given to the Minister for Infrastructure twenty-eight (28) days' notice of its intention so to do.
- 4 That the Owner will at its own expense undertake or cause to be undertaken the Pedestrian Footway Works or carry out or cause to be carried out the Pedestrian Footway Works the whole in accordance with the approved Pedestrian Footway Works Specification.
- 5 That on completion of the Pedestrian Footway Works the Owner shall provide to or procure via its architect for the Chief Officer as built plans (in such media format as the Chief Officer requires) and other information reasonably required by the Chief Officer plus a further copy for the Minister for Infrastructure (for land survey and tying into the island co-ordinate system).
- 6 Not to Occupy or cause or permit to be Occupied the Development until such time as the Pedestrian Footway Works have been completed to the reasonable satisfaction of the Chief Officer (in consultation with the Minister for Infrastructure).
- 7 That on completion of the Pedestrian Footway Works to notify the Minister for Infrastructure that the Owner considers that the Pedestrian Footway Works are ready and complete for transfer.
- 8 Within 14 days of notification of completion of the Pedestrian Footway Works the Owner shall cede and transfer and the Public shall take conveyance of the relevant property free of all charges and encumbrances by contract to be passed before the Royal Court the Owner paying the proper and reasonable costs of and incidental to the said transfer (including all and any reasonable legal and professional costs).

FIFTH SCHEDULE

Footway Works Plan



Signed on behalf of the Chief Officer

by

PETER LE GREY

in the presence of

this 5th day of October 2017

Signed on behalf of The Jersey Homes Trust

by ..

in the presence of

this 28th day of July 2017

Signed on behalf of Barclays Bank plc

by .

VICE PRESIDENT

in the presence of

this 29th day of August 2017

MICHEL C. BOUGEARD
Conveyancing Manager
Appleby
13-14 Esplanade
St Helier JERSEY