

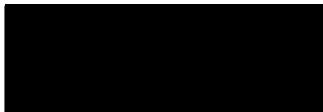
In the Royal Court of Jersey

Samedi Division

In the year two thousand and twenty-two, the fifteenth 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, William Sean De Courcy Morvan, Michael Seamus Patrick Morvan and Joy Elizabeth Morvan née McGugan in relation to Shore Park, La Route de la Haule, St Lawrence, Jersey, JE3 1BA 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 Shore Park, La Route de la Haule, St. Lawrence, JE3 1BA

Dated

15th November

2022

The Chief Officer for the Environment (1)

William Sean De Courcy Morvan, Michael Seamus Patrick Seamus Morvan and Joy Elizabeth
Morvan née McGugan (2)

DATE 15th November 2022

PARTIES

- (1) The Chief Officer for the Environment of States Offices, La Motte Street, St Helier, Jersey ("**the Chief Officer**");
- (2) William Sean De Courcy Morvan and Joy Elizabeth Morvan née McGugan of Sand Hill, Victoria Avenue, St Lawrence, JE3 1LU and Michael Seamus Patrick Seamus Morvan of Beaufort, La Grande Route de la Cote, St Clement, JE2 6SF ("**the Owners**")

RECITALS

- 1 The Owners warrant that they are the owners in perpetuity (*à fin d'héritage*) of the Site as described in the First Schedule.
- 2 The Owners submitted an application (accorded the reference P/2022/0046) for planning permission for the Development.
- 3 Having regard to the purposes of the Law the Island Plan 2022-25 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 to secure the obligations contained herein.
- 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 in respect of the Site and described as "Demolish existing dwelling and ancillary

	structures; Construct 2no. 5 bedroom dwellings with associated ancillary buildings and various landscaping alterations." and given the reference P/2022/0046;
"Chief Officer"	the person appointed from time to time as the chief executive officer (or equivalent) of the administration of the States department responsible for planning and building in accordance with Article 1 of the Law;
"Commencement"	the date on which any material operation (as defined in Article 5(7) of the Law) 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 as set out in the Application;
"Dwelling Unit"	a residential unit forming part of the Development to be constructed pursuant to the Planning Permit;
"GST"	goods and services tax under the Goods and Services Tax (Jersey) Law 2007;
"Island Plan 2022-2025"	the States of Jersey Island Plan, 2022 (as amended from time to time);
"Junction Improvement Works"	all works necessary to the area of the private road that is adjacent to La Route de la Haule as shown for the purpose of identification only on drawing Plan 18 Rev. A (Vehicle & Pedestrian Visibility Splays) and as otherwise agreed between the Owners and the relevant Government of Jersey authorities;

"Junction Improvement Works Specification"		a specification for the carrying out the Junction Improvement Works to be agreed between the Owners and the relevant Government of Jersey authorities;
"Law"		the Planning and Building (Jersey) Law 2002;
"Minister for Infrastructure"	for	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"		occupation for the purposes permitted by the Planning Permit but not including occupation by personnel engaged in demolition, site clearance, construction, fitting out or decoration or occupation for marketing or display or occupation in relation to security operations;
"Plan"		the plan of the Site attached at the Second 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 Third 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"		Shore Park, La Route de la Haule, St. Lawrence, JE3 1BA, the whole as shown for the purpose of identification hatched in 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 is conditional upon

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

save for any relevant provision which 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 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 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 at Planning and Building Services La Motte Street St Helier Jersey 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 or recorded 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 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 CHANGE IN OWNERSHIP

The Owners agree with the Chief Officer to give the Chief Officer written notice (as soon as reasonably practical following such change) of any change in legal ownership of the Site occurring before all the obligations under this Agreement have been discharged.

10 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.

11 GOODS AND SERVICES TAX

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

11.2 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.

12 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 Owners are the owners of all that immovable property known as Shore Park, La Route de la Haule, St. Lawrence, JE3 1BA to which:

MICHAEL SEAMUS PATRICK SEAMUS MORVAN has right:

1. to a 1/5th share as devisee to the Will of the late William John Morvan, registered by Act of the Royal Court dated 14th January 2020, which the deceased had right by contract of purchase jointly with his wife, Ann Teresa Morvan, nee Quirke, who predeceased him, dated the 24th June 1977 from Sidney Philip Dupre.
2. to an undivided 3/10th share by a contract of purchase from Anne Teresa Elizabeth Morgan née Morvan, Louise Una Ada Penn née Morvan and Patricia Clare lone Morvan passed before the Royal Court on 9 October 2020.

WILLIAM SEAN DE COURCY MORVAN AND JOY ELIZABETH MORVAN NÉE MCGUGAN have right by hereditary resignation by contract dated 9 October 2020 from Stephen John Crane, who had right by hereditary gift, cession and transfer by contract dated 9 October 2020 from William Sean De Courcy Morvan who had right:

1. to a 1/5th share as devisee to the Will of the late William John Morvan, registered by Act of the Royal Court dated 14th January 2020, which the deceased had right by contract of purchase jointly with his wife, Ann Teresa Morvan, nee Quirke, who predeceased him, dated the 24th June 1977 from Sidney Philip Dupre.
2. to an undivided 3/10th share by a contract of purchase from Anne Teresa Elizabeth Morgan née Morvan, Louise Una Ada Penn née Morvan and Patricia Clare lone Morvan passed before the Royal Court on 9 October 2020.

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

SECOND SCHEDULE

The Plan



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THIRD SCHEDULE
The Planning Permit

Decision Notice



PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2022/0046

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:

Demolish existing dwelling and ancillary structures; Construct 2no. 5 bedroom dwellings with associated ancillary buildings and various landscaping alterations.

To be carried out at:

Shore Park, La Route de la Haule, St Lawrence, JE3 1BA

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.

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

- A.** The development shall commence within three 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.

APPROVED

Decision Notice



PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2022/0046

Condition(s):

1. Prior to their first use on site, samples of all external materials to be used within the development shall be submitted to and approved in writing by the Development Control section of Regulation. The approved materials shall be implemented in full, and thereafter retained and maintained as such.
2. All of the obscure glazing, and external fixed obscure glass guarding panels identified within the approved plans, must be installed prior to the first occupation of the development. Thereafter, these shall be maintained as such for the lifetime of the development.
3. No part of the development hereby approved shall be occupied until all hard and soft landscape works as indicated on the approved plan have been carried out in full. Thereafter, following completion, the landscaping areas shall be maintained as such.
4. The measures outlined in the approved Species Protection Plan (ref. NE/ES/SP.01, 17th January 2022, Nurture Ecology) shall be implemented prior to the commencement of the development, continued throughout the phases of development (where applicable) and thereafter retained and maintained as such. Any variations that may be required as a result of findings on site are to be agreed in writing by the Land Resource Management Team prior to works being undertaken.
5. Prior to the commencement of development, details shall be submitted to, and agreed in writing by, the Development Control Section of Regulation, which demonstrate that the new development hereby approved will exceed Building Byelaw requirements, in terms of energy efficient homes, by 20%. Thereafter, the agreed details shall be implemented in full, and retained as such.

Reason(s):

1. To promote good design and to safeguard the character and appearance of the surrounding area, in accordance with Policies SP4, and GD6 of the 2022 Bridging Island Plan.
2. To safeguard the amenities and privacy of the occupants of the adjoining properties in accordance with Policy GD 1 of the 2022 Bridging Island Plan.
3. To ensure that the benefits of the approved landscaping scheme are carried out and completed, making a positive contribution to the amenities of the site in accordance with Policies SP3, SP4, GD8, NE1, NE2, and NE3 of the 2022 Bridging Island Plan.

APPROVED

Decision Notice



PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2022/0046

4. To ensure the protection and improvement of biodiversity in accordance with the Natural Environment policies of the 2022 Bridging Island Plan.
5. To accord with Policy ME1 of the 2022 Bridging Island Plan.

FOR YOUR INFORMATION

APPROVED SUBJECT TO A PLANNING OBLIGATION AGREEMENT DATED xx/xx/xxxx.

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

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

- 01 – Location Plan
- 04 – Proposed Site Plan
- 05 – Proposed Floor Plans – Unit 1
- 06 – Proposed Floor Plans – Unit 2
- 07 A – Proposed Elevations
- 08 – Proposed Sections Sheet 1
- 09 – Proposed Sections Sheet 2
- 10 – Proposed Garages
- 11 – External Hard & Soft Landscaping Layout
- 18 A – Vehicle & Pedestrian Visibility Splays
- Initial Ecological Assessment and Preliminary Roost Inspection: January 2022
- Waste Management Plan

DECISION DATE: xx/xx/xxxx

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

APPROVED

FOURTH SCHEDULE

The Owners' Covenants with the Chief Officer

The Owners covenant, agree and undertake:

COMMENCEMENT

- 1 Not to Commence the Development until the Owners have given to the Chief Officer not less than twenty eight (28) days' notice in writing of their intention so to do.

JUNCTION IMPROVEMENTS

- 2 Not to Commence the Development before the Junction Improvements Works Specification has been submitted to the Chief Officer for his approval (in consultation with the Minister for Infrastructure) and has been approved by the Chief Officer.
- 3 Not to Commence that part of the Development comprising the Junction Improvements Works until the Owners have given to the Minister for Infrastructure twenty-eight (28) days' notice in writing of their intention to so do.
- 4 That the Owners will; at their own expense undertake the Junction Improvements Works or carry out or cause to be carried out the Junction Improvements Works the whole in accordance with the approved Junction Improvements Works Specification.
- 5 That on completion of the Junction Improvements Works the Owners shall provide to or procure via their architect for the Chief Officer three sets of as built plans (in such 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 a Dwelling Unit until such time as the Junction Improvements Works have been completed to the reasonable satisfaction of the Chief Officer (in consultation with the Minister for Infrastructure).

Signed on behalf of the Chief Officer:

[Redacted signature]

Name and Position:

[Redacted name and position]

in the presence of

[Redacted name]

Name and Position.

[Redacted name and position]

this 15th day of November 2022

Signed by William Sean De Courcy Morvan, Michael Seamus Patrick Seamus Morvan and Joy Elizabeth Morvan née McGugan:

[Redacted signature]

in the presence of

[Redacted name]

Name and Position.

[Redacted name and position]

this 9 day of November 2022