

In the Royal Court of Jersey

Samedi Division

In the year two thousand and twenty-one, the thirteenth day of April.

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 and Nicola Mary Drabble née Bree in relation to Rebena, La Grande Route des Sablons, Grouville, JE3 9FD, 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 Rebena, La Grande Route des Sablons, Grouville,
JE3 9FD

The Chief Officer for the Environment (1)

Nicola Mary Drabble née Bree (2)

DATE

12th April

2021

PARTIES

- (1) The Chief Officer for the Environment of PO Box 55, La Motte Street, St Helier, Jersey JE4 SPE ("**the Chief Officer**");
- (2) Nicola Mary Drabble née Bree of Foxgloves, 3 Bayview, La Route des Sablons, Grouville, Jersey JE3 9BA ("**the Owner**").

RECITALS

- 1 The Owner warrants that she is the owner in perpetuity (*à fin d'héritage*) of the Site as devisee to the Will of immovable estate dated 20 April 2012 of the late Robert Ernest Brown who died on 27 May 2015 and whose said Will was registered in the Public Registry on 11 November 2015, the deceased had right by contract of hereditary gift cession and transfer from his mother Elvina Elizabeth Clement Brown née Bree dated 3 November 1989.
- 2 An application (accorded the reference P/2020/0458) for planning permission for the Development has been submitted to the Chief Officer.
- 3 Having regard to the purposes of the Law the States of Jersey Island Plan 2011 (as amended from time to time) 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"	Demolish existing dwelling and garage. Construct 1 no. three bed and 1 no. one bed dwellings with garage and associated

		landscaping. 3D Model available." and given the reference P/2020/0458;
"Chief Officer"		the person appointed from time to time as the chief executive officer (or equivalent) of the administration of the States of Jersey 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 as set out in the Application;
"Footpath Works"		works for the creation of a continuous public footpath/pavement along the roadside frontage of the Site, (as indicated in approved plans 645-010 Rev. B and 645-019 Rev A), to a width of 1.5m in accordance with the Footpath Works Specification;
"Footpath Works Specification"		the specification for the Footpath Works such works to include layout, structural drawings, construction specification and material specification that the Minister for Infrastructure reasonably requires to satisfy him that the work will be carried out to a standard and quality that is suitable as forming part of a public highway;
"GST"		goods and services tax or GST under the Goods and Services Tax (Jersey) Law 2007;
"Island Plan 2011"		the States of Jersey Island Plan, 2011 (as amended from time to time);
"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 of the Site annexed to this Agreement as part of the First Schedule;
"Planning Permit"		the planning permission for the Development, a copy of which is attached at the Second Schedule, and references to the Planning Permit include where the context permits any variations and amendments to the said planning permission from time to time;
"Royal Court"		the Royal Court of the Island of Jersey;
"Site"		Rebena, La Grande Route des Sablons, Grouville, JE3 9FD as shown edged by a black line and hatched black on the Plan and as is more fully described in the First Schedule upon part of which the Development is to be carried out; and

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 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 CONDITIONALITY

This Agreement is conditional and shall come into effect upon the grant of the Planning Permit.

5 OWNER'S COVENANTS

The Owner covenants and agrees with the Chief Officer as set out in the Third 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 of Planning at Planning and Building Services, PO Box 55, La Motte Street, St Helier, Jersey JE4 8PE or as otherwise notified for the purpose by notice in writing.
- 7.2 Any notices to be served 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.
- 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 of Article 10 of the Law) by any statutory procedure or expires prior to Commencement.

- 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 Owner in favour of the Chief Officer under this Agreement are in addition to any of the Chief Officers' 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 the Public of the Island of Jersey (in its public capacity) or 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.

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 their interest in the Site occurring before all the obligations under this Agreement have been discharged such notice to give details of the transferee's full name and registered office (if a company or usual address if not) together with the area of the Site purchased by reference to a plan.

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 (7) 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 consideration 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

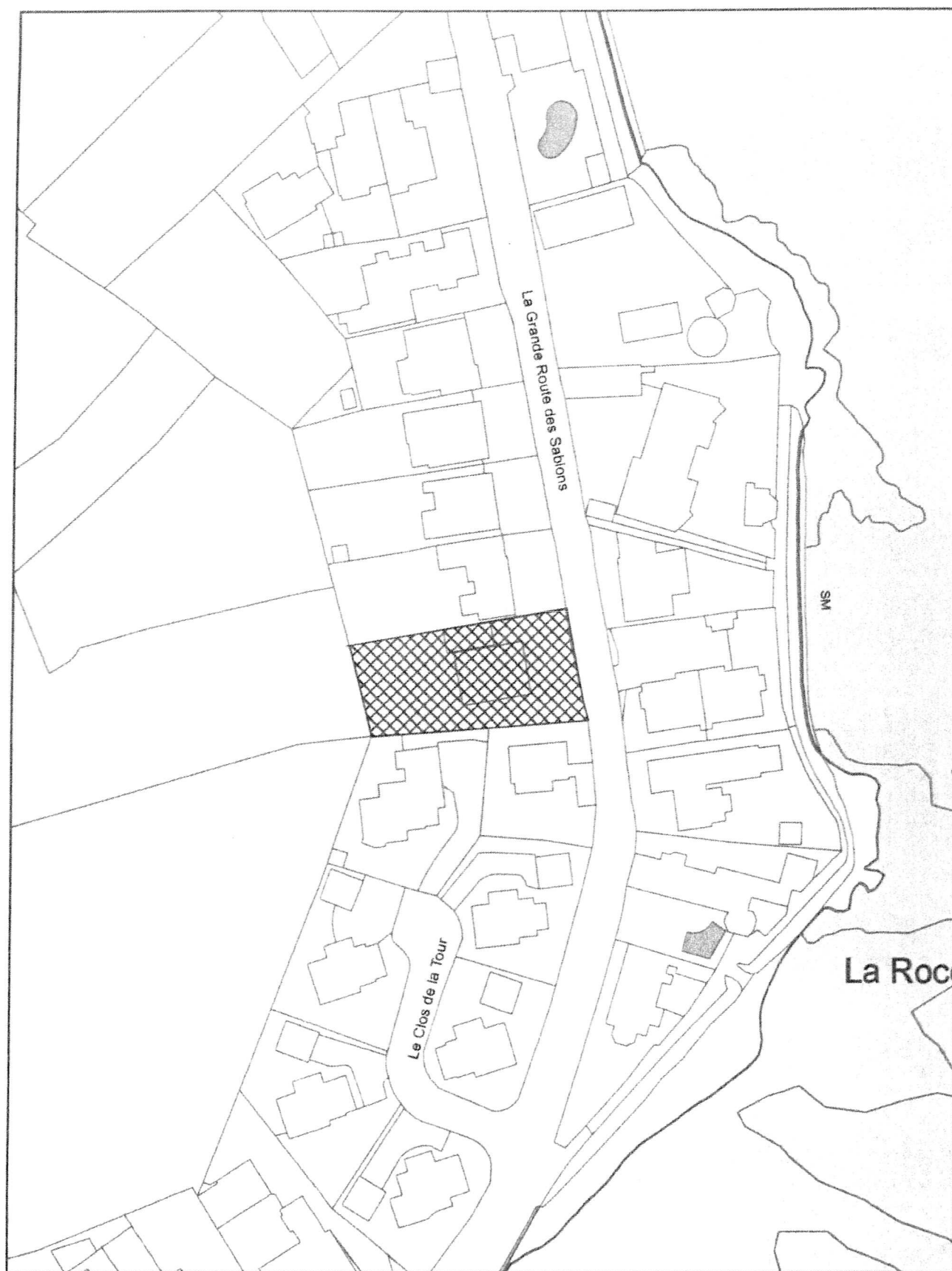
This Agreement is governed by and interpreted in accordance with the law of the Island of Jersey.

FIRST SCHEDULE

Details of the Owner's Title and description of the Site

The Owner is the owner of the Site comprising a certain house known as "Rebena", La Grande Route des Sablons, Grouville, with garage, garden and appurtenances and four foot private road to which the Owner has right as devisee to the Will of Immovable Estate dated 20 April 2012 of the late Robert Ernest Brown which was registered in the Public Registry on 11 November 2015, the deceased had right by contract of hereditary gift cession and transfer from his mother Elvina Elizabeth Clement Brown née Bree dated 3 November 1989.

The whole as shown for the purposes of identification on the Plan.



SECOND SCHEDULE

The Planning Permit

Decision Notice



PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2020/0458

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 garage. Construct 1 no. three bed and 1 no. one bed dwellings with garage and associated landscaping.

To be carried out at:

Rebena, La Grande Route des Sablons, Grouville, JE3 9FD

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/2020/0458

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:

645-001 – Site Location Plan
645-002 – Existing Site Plan and Photos
645-010 B – Proposed Site Plan
645-015 – Proposed Ground and First Floor Plans
645-016 – Proposed Roof Plan and Section A-A
645-017 – Proposed Elevations
645-018 – Proposed Garage Plans and Elevations
645-019 A – Proposed Roadside Elevation and Pavement Details
645-020 – 3D Visual East Perspective
645-021 – 3D Visual Site Perspective
645-022 – 3D Visual West Perspectives
Design Statement
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

THIRD SCHEDULE

The Owner's Covenants with the Chief Officer

The Owner in regard to the Site covenants, agrees and undertakes:

COMMENCEMENT

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

FOOTPATH

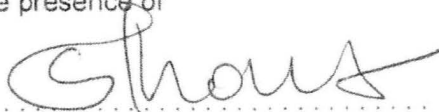
- 2 Not to Commence the Development before the Footpath Works Specification has been submitted to the Chief Officer for his approval (in consultation with the Minister for Infrastructure) and has been approved by the Chief Officer.
- 3 That the Owner will at its own expense undertake the Footpath Works in accordance with the Footpath Works Specification and the requirements of the relevant highway authority.
- 4 To complete the Footpath Works in accordance with the Footpath Works Specification to the reasonable satisfaction of the Chief Officer (in consultation with the Minister for Infrastructure) prior to the Development being Occupied.
- 5 Not to Occupy any part of the Development until such time as the Pedestrian Footpath Works have been carried out and completed and the Chief Officer has been notified to that effect.
- 6 On completion of the Footpath Works to provide to or procure for the Chief Officer such sets of as built plans in such media format as the Chief Officer reasonably requires and other information reasonably required by the Chief Officer plus a further copy for the Infrastructure Minister (for land survey and tying into the island co-ordinate system).
- 7 Following completion of the Footpath Works and on the condition that the Footpath Works will thereafter be incorporated within and form part of the Grande Route known as La Grande Route des Sablons the Owner shall cede and transfer and the Public shall take conveyance of such land as is within the Site that comprises the Footpath Works (as built) free of all charges and encumbrances by contract to be passed before the Royal Court (to which contract the Applicant shall be party) in and the manner and time so as to ensure the Public complies with Standing Orders of the States, the Owner paying the proper and reasonable costs of and incidental to the said transfer (including all and any reasonable legal and professional costs).
- 8 To assign novate or transfer (as the case may be) to the Minister for Infrastructure to the extent reasonably possible the benefit of any contractual warranties or guarantees enjoyed by the Owner for or covering any part or parts of any works carried out in accordance with this Agreement that are to be taken over by or on behalf of the Public.

Signed on behalf of the Chief Officer:



by PETER LE GRESELEY

in the presence of



SIMON THOMAS

this 12th day of April 2021

Signed Nicola Mary Drabble née Bree:

Nicola Drabble

in the presence of Irene Bloch

Name and Position

Irene Margarethe Andrea Blöch
Legal Assistant
Viberts, Viberts House
PO Box 737, Don Street
St Helier, JE4 8ZQ

this day of 2021