

In the Royal Court of Jersey

Samedi Division

In the year two thousand and twenty-three, the seventeenth day of February.

Before the Judicial Greffier.

Upon the application of Her Majesty's Attorney General, IT IS ORDERED that the attached modification to the Planning Obligation Agreement between The Chief Officer for Planning and Environment and Andium Homes Limited in relation to Ann Court, Providence Street, St Helier, be registered in the Public Registry of this Island.



Greffier Substitute

LOD

Reg. Pub.

Modification of a Planning Obligation Agreement under Article 25(12) of the Planning and Building (Jersey) Law 2002 (as amended)

relating to the development of 'Ann Court', Providence Street, St Helier, Jersey

Dated: 16 February 2023

2023

The Chief Officer for the Environment (1)

Andium Homes Limited (2)

DATE 16 February 2023

PARTIES

- (1) The Chief Officer for the Environment of PO Box 55, La Motte Street, St Helier, Jersey JE4 SPE ("**the Chief Officer**");
- (2) Andium Homes Limited, 33-35 Don Street St Helier Jersey JE2 4TQ ("**the Owner**").

1. INTERPRETATION

In this Agreement:-

1.1 Any reference to a party includes where the context so admits, that party's successors in title and assigns and in the case of the Minister includes any person or body to whom the relevant functions of the Minister may hereafter be validly transferred.

1.2 Words and expressions in this Agreement shall bear the same meaning as in the Original Agreement as modified unless the context otherwise requires.

1.3 The principles of interpretation and construction set out in clause 2 of the Original Agreement as modified shall apply to the provisions of this modification unless the context otherwise requires.

1.4 Save as aforesaid the expressions in the left hand column have the meanings attributed to them in the right hand column.

The Original Agreement	The Planning Obligation Agreement relating to the Site between the Chief Officer for the Environment and the Owner and which was registered in the Public Registry on the 30 January 2018

2. RECITALS

2.1 The Owner requested authority from the Planning Committee for a variation of the Original Agreement to reduce the provision of Additional Parking Spaces from 26 to 9 together with additional bicycle parking within the Site (to a level of one bicycle space per bedroom) and 10 additional motorbike spaces and a minimum of 2 additional car-club spaces in a prominent off-street location at Liberation Court on Ann Street.

2.2 Having regard to the purpose of the Law the Island Plan 2022 and all other material considerations the Planning Committee agreed to the Owner's request at its public meeting of 8 December 2022 subject to the completion of this Modification to the Original Agreement by the Chief Officer.

2.3 The Owner is party to this modification as the person or persons against whom the planning obligations under the Original Agreement that are to be modified herein are enforceable.

2.4 The Chief Officer has agreed with the Owner that the Original Agreement may be modified as hereinafter appearing.

3. THE MODIFICATION

The parties to this Agreement have agreed that the Original Agreement should be modified in the manner detailed in the Schedule.

4. DECLARATION

Save as hereby modified the provisions of the Original Agreement shall remain in full force and effect and the terms of the Original Agreement are deemed to be re-stated herein in full and incorporated into this modification to the extent that they have not been modified by it.

SCHEDULE

Modification

1.

Clause 1 DEFINITIONS of The Original Agreement shall be modified as follows:

Insert before the definition of “Additional Parking Spaces”:

“Additional Motorcycle Parking”	10 no. additional motorcycle parking spaces within the application site, as outlined in red and numbered 1 to 10 on plan 2986 X_(2-) 100 011 annexed hereto at the Seventh Schedule;
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Insert between the definition of “Available for Use” and “Chief Officer”

“Bicycle Parking”	bicycle parking within the Site (to a level of one bicycle space per bedroom) as shown in the area outlined in green dashing on plan 2986 X_(2-) 100 011 annexed hereto as the Seventh Schedule
“Car Club”	car club operating and managed by a Car Club Provider which enables its members on a non-exclusive basis to have access to an electric car on a short-term basis as and when required subject to availability and the payment of an hourly usage charge and which facility is to be made available to all Eligible Persons who also Occupy a Dwelling Unit who wish to become members of the Car Club;
“Car Club Provider”	an organisation which provides cars for use by members of a Car Club;

Insert between the definition of "Occupation, Occupy and Occupied" and "Plan"

"Parking Obligation Plan"	the plan attached at the Sixth Schedule;
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Amend the definition of "Additional Parking Spaces" as follows:

"Additional Spaces"	Parking	up to 9 car parking spaces to be provided by the Owner within Zone B of the Parking Obligation Plan, the location of which spaces can be varied from time to time at the discretion of the Owner;
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The definition of "Ann Street Brewery Site" shall be removed.

2.

The Third Schedule of the Original Agreement shall be modified as follows:

replace the heading "ANN STREET BREWERY SITE" with "PARKING".

replace paragraph 13 with:

13. The Owner shall provide the Additional Parking Spaces upon completion of the Development which spaces shall be for Eligible Persons who Occupy a Dwelling Unit.

after paragraph 14 add:

15. Prior to the completion of the Development, the Bicycle Parking and the Additional Motorcycle Parking shall be completed to the reasonable satisfaction of the Chief Officer and the spaces therein shall be available for the intended use by Eligible Persons who also Occupy a Dwelling Unit.
16. All vehicle and bicycle parking for the Development shall be laid out and used in accordance with plan 2986 X_(2-) 100 011 for Eligible Persons who also Occupy a Dwelling Unit.
17. Prior to the completion of the Development, the Owner shall facilitate or procure the facilitation (such to be evidenced such to the Chief Officer) of at least 2 no. additional spaces for the benefit of a Car Club , in a prominent off-street location at Liberation Court on Ann Street.

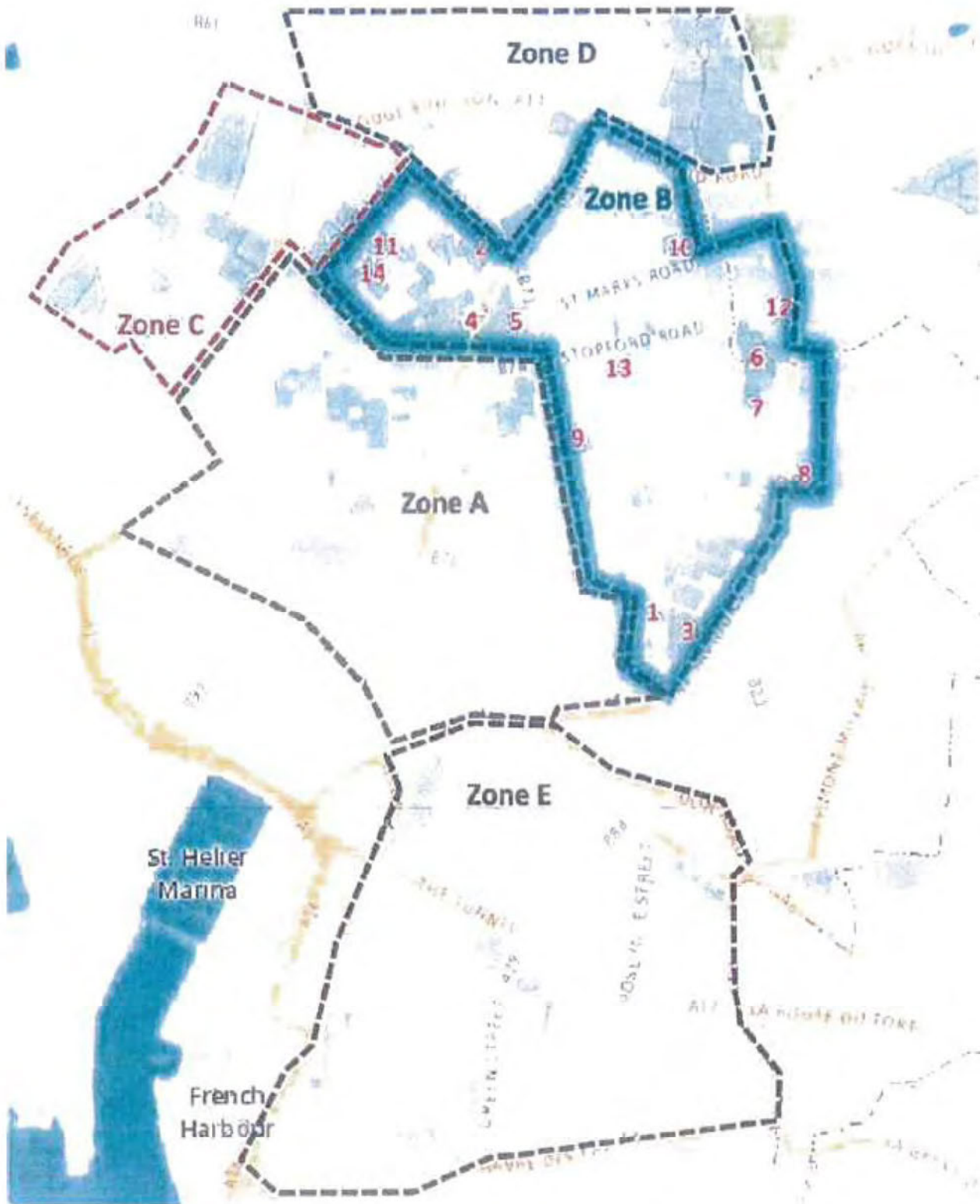
3.

After the Fifth Schedule of the Original Agreement the following two schedules shall be added:

SIXTH SCHEDULE

Parking Obligation Plan

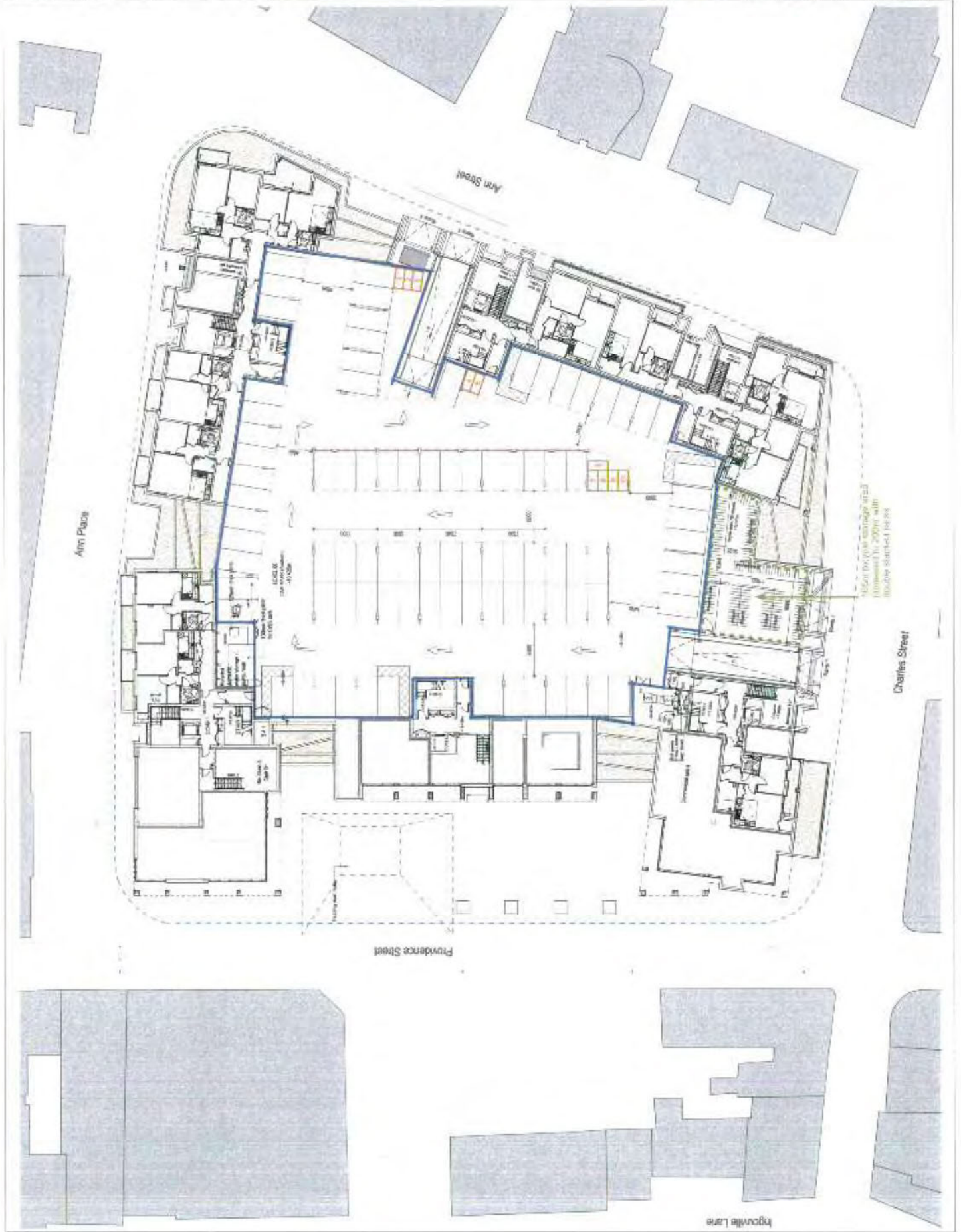
Plan identifying Zone B



SEVENTH SCHEDULE

Plan 2986 X_(2-) 100 011

<p>1. The information on this drawing is the property of the Architect and is to be used only for the project and site for which it is prepared. It is not to be used for any other purpose without the written consent of the Architect.</p> <p>2. The Architect is not responsible for the accuracy of the information provided by the client or for the accuracy of the information provided by any other source.</p> <p>3. The Architect is not responsible for the accuracy of the information provided by any other source.</p> <p>4. The Architect is not responsible for the accuracy of the information provided by any other source.</p>	
<p>5. The Architect is not responsible for the accuracy of the information provided by any other source.</p> <p>6. The Architect is not responsible for the accuracy of the information provided by any other source.</p> <p>7. The Architect is not responsible for the accuracy of the information provided by any other source.</p> <p>8. The Architect is not responsible for the accuracy of the information provided by any other source.</p> <p>9. The Architect is not responsible for the accuracy of the information provided by any other source.</p> <p>10. The Architect is not responsible for the accuracy of the information provided by any other source.</p> <p>11. The Architect is not responsible for the accuracy of the information provided by any other source.</p> <p>12. The Architect is not responsible for the accuracy of the information provided by any other source.</p> <p>13. The Architect is not responsible for the accuracy of the information provided by any other source.</p> <p>14. The Architect is not responsible for the accuracy of the information provided by any other source.</p> <p>15. The Architect is not responsible for the accuracy of the information provided by any other source.</p> <p>16. The Architect is not responsible for the accuracy of the information provided by any other source.</p> <p>17. The Architect is not responsible for the accuracy of the information provided by any other source.</p> <p>18. The Architect is not responsible for the accuracy of the information provided by any other source.</p> <p>19. The Architect is not responsible for the accuracy of the information provided by any other source.</p> <p>20. The Architect is not responsible for the accuracy of the information provided by any other source.</p>	<p>21. The Architect is not responsible for the accuracy of the information provided by any other source.</p> <p>22. The Architect is not responsible for the accuracy of the information provided by any other source.</p> <p>23. The Architect is not responsible for the accuracy of the information provided by any other source.</p> <p>24. The Architect is not responsible for the accuracy of the information provided by any other source.</p> <p>25. The Architect is not responsible for the accuracy of the information provided by any other source.</p> <p>26. The Architect is not responsible for the accuracy of the information provided by any other source.</p> <p>27. The Architect is not responsible for the accuracy of the information provided by any other source.</p> <p>28. The Architect is not responsible for the accuracy of the information provided by any other source.</p> <p>29. The Architect is not responsible for the accuracy of the information provided by any other source.</p> <p>30. The Architect is not responsible for the accuracy of the information provided by any other source.</p>



Signed on behalf of the Chief Officer

by [redacted]

in the presence of
..... [redacted]

this 16 day of February 2023

Signed on behalf of Andium Homes Limited

..... [redacted]

in the presence of [redacted]

this 26th day of January 2023