

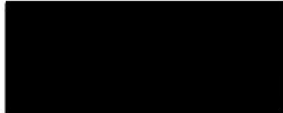
In the Royal Court of Jersey

Samedi Division

In the year two thousand and twenty-four, the twenty-seventh day of August

Before the Judicial Greffier.

Upon the application of His Majesty's Attorney General, IT IS ORDERED that the Planning Obligation Agreement between The Chief Officer for the Environment, Martin John Clancy, Pamela Josephine Clancy née Doherty and Paisley Holdings Limited in relation to Ceol Na Mara and 1 & 2 Sur La Cote, La Greve d'Azette, St Clement, 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 Ceol Na Mara and 1 & 2 Sur La Cote, La Greve d'Azette, St
Clement, JE2 6PX

Dated

23 August

2024

The Chief Officer for the Environment (1)

Martin John Clancy and Pamela Josephine Clancy née Doherty (2)

Paisley Holdings Limited (3)

DATE

23 August

2024

PARTIES

1. The Chief Officer for the Environment of PO Box 228, St Helier Jersey JE4 9SS ("**the Chief Officer**"); and
2. Martin John Clancy and Pamela Josephine Clancy née Doherty of c/o Collas Crill, Gaspé House, 66-72 Esplanade, St Helier, Jersey, JE1 4XD ("**the Owners**")
3. Paisley Holdings Limited (Co Reg No 121214) whose registered office is at 15 -17 Rue De Funchal, St. Helier, JE2 4TT, Jersey ("**the Lender**")

RECITALS

- 1 The Owners warrant that they are the owner in perpetuity (à fin d'héritage) of the Site by (i) virtue of a hereditary contract of purchase from John McGranahan dated 13 October 2023 of the property known as Ceol Na Mara and (ii) by virtue of a hereditary contract of purchase from Daniel James Entwistle dated 13 October 2023 of the properties known a 1 & 2 Sur La Cote.
- 2 The Lender has an interest in the Site by virtue of a judicial hypothec (hypothèque judiciaire) dated 13 October 2023.
- 3 The Application accorded the reference P/2024/0368 for planning permission for the Development was submitted to the Chief Officer.
- 4 Having regard to the purposes of the Law, the Island Plan 2022 and all other material considerations the Chief Officer is minded resolved to approve the grant of planning permission with respect to the Application subject to the prior completion of this Agreement as it considers it expedient in the interests of proper planning that provision should be made for securing certain public realm improvements more particularly described in the Fourth Schedule.
- 5 The parties hereto have agreed to enter into this Agreement in order to secure the planning obligations contained in this Agreement.
- 6 The parties acknowledge that this Agreement is legally binding.
- 7 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 buildings. Construct 3no. 2 bed dwellings with associated amenity areas and parking. Public realm improvements to include widening public footpath, and formation of vehicular access onto La Grève d'Azette." and given the reference P/2024/0368;
"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;
"Dwelling Unit"	a residential unit forming part of the Development to be constructed pursuant to the Planning Permit;
"Footpath Plan"	the plan annexed to this Agreement as Part 2 of the First Schedule with reference

	drawing 4712-055-P1 showing the Pedestrian Footway Strip;
"GST"	goods and services tax or GST under the Goods and Services Tax (Jersey) Law 2007;
"Island Plan 2022"	the States of Jersey Island Plan, 2022 (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;
"Pedestrian Footway Strip"	the strip of land shown for the purpose of identification only hatched in blue on the Footpath Plan
"Pedestrian Footway Works"	the works are necessary to widen the existing public footpath/pavement along La Grève d'Azette with alterations on that part of the Site that is adjacent to La Greve D'Azette as part of the Development as shown on the Footpath Plan;
"Plan"	the plan of the Site annexed to this Agreement as Part 1 of the First Schedule;
"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 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"	the site comprising the property known as Ceol Na Mara and 1 & 2 Sur La Cote, La Greve d'Azette, St Clement, JE2 6PX, the whole as shown for the purposes of identification hatched 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 Third 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 Head of Development and Land and notice or communication to the Chief Officer pursuant to the provisions of this Agreement shall be deemed to have been properly served if sent by ordinary post or hand delivered and (in both cases) addressed to the Head of Development and Land PO Box 228, St Helier Jersey JE4 9SS or as otherwise notified by the Chief Officer to the Owner for the purpose by notice in writing.
- 7.2 Any notices served 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 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 Officer's statutory powers under the Law.
- 7.8 Nothing contained in this Agreement 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 in this Agreement.
- 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 in this Agreement.
- 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 ownership of their interest in the Site occurring before all the obligations under this Agreement have been discharged but this obligation shall not extend to any disposal of any individual Dwelling Units to a purchaser for his own, his family or his tenant's Occupation.

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 LENDER'S CONSENT

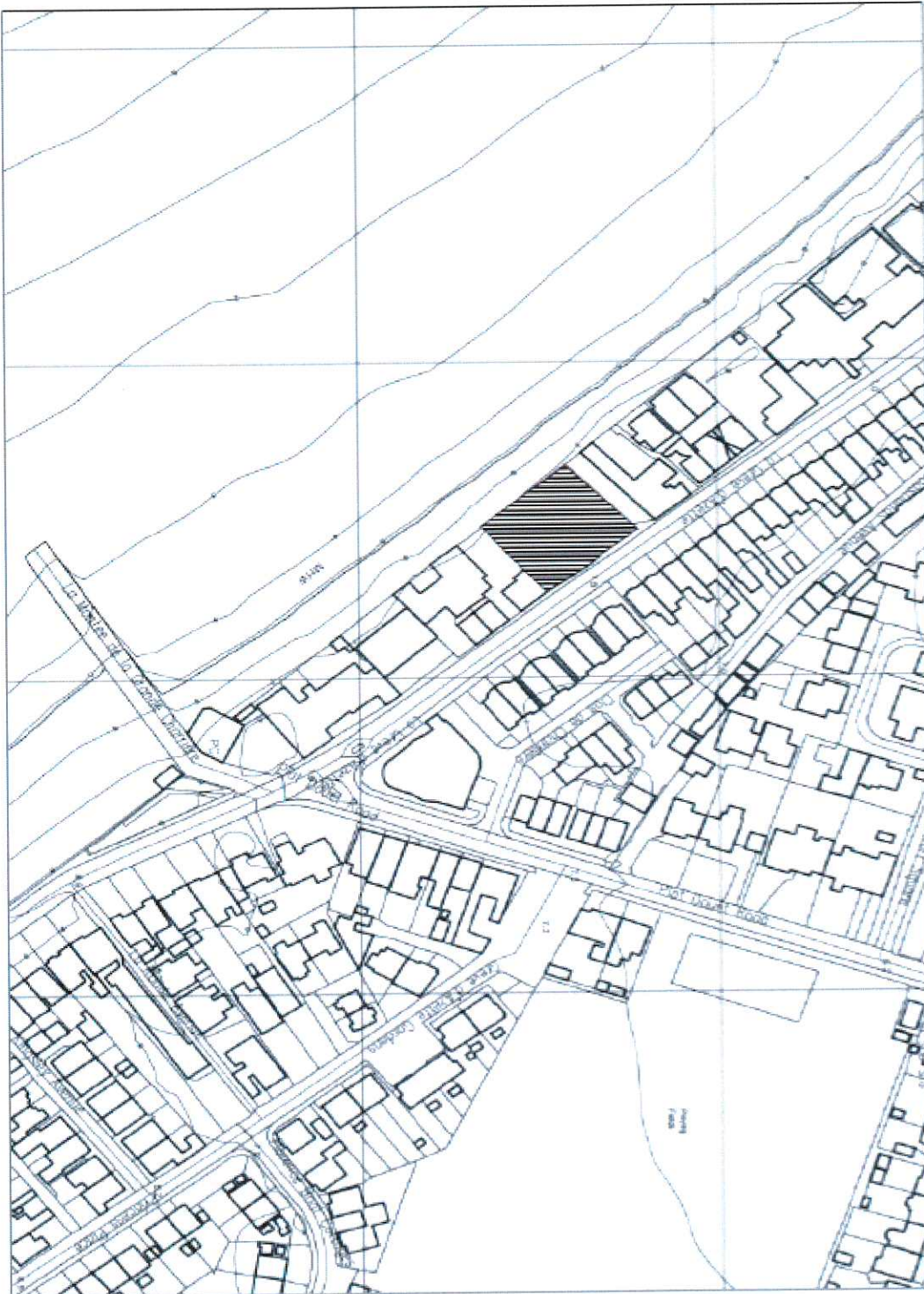
The Lender acknowledges and declares that this Agreement has been entered into by the Owners with its consent and that the Site shall be bound by the obligations contained in this Agreement and that the security of the Lender over the Site shall take effect subject to this Agreement PROVIDED THAT the Lender 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.

13 JURISDICTION

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

FIRST SCHEDULE

Part 1 - The Site



SECOND SCHEDULE

The Planning Permit

Decision Notice



PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2024/0368

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 buildings. Construct 3no. 2 bed dwellings with associated amenity areas and parking. Public realm improvements to include widening public footpath, and formation of vehicular access onto La Greve D'azette.

To be carried out at:

Ceol Na Mara, La Grève d'Azette, St Clement, JE2 6PX

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/2024/0368

Condition(s):

1. Although no protected species were recorded during the ecological assessment of the site, there remains a potential for these to be encountered upon commencement of the works. It is the responsibility of the applicant to ensure that all contractors working on the site are aware of the potential presence of species that are protected under the Wildlife (Jersey) Law 2021 and that if any wildlife, nests or dens are found, works in the immediate area should cease and advice from a professional ecologist should be sought before proceeding.
2. No part of the development hereby approved shall be occupied until all hard and soft landscape works, as indicated on the approved plan(s), have been carried out in full. Following completion, the landscaping areas shall, thereafter, be maintained as such.
3. Prior to the first occupation of the new development, the new vehicle parking spaces shall be fitted with charging points for electric vehicles.
4. Prior to the development being brought into first use, the visibility splays shall be laid out and constructed in accordance with the approved plans. The visibility splays shall then be maintained thereafter and no visual obstruction of any kind over the height of 900mm shall be erected within them.
5. Prior to the commencement of any new construction, 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 ensure the protection of biodiversity in accordance with the strategic and natural environment policies of the 2022 Bridging Island Plan.
2. 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 and GD6 of the 2022 Bridging Island Plan.
3. To ensure that all of the residential units have easy access to a charging point in the future, under the provisions of Policy TT4 of the 2022 Bridging Island Plan, and in accordance with the adopted Residential parking standards SPG.

APPROVED

Decision Notice



PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2024/0368

4. In the interests of highway and pedestrian safety, in accordance with Policy TT1 of the 2022 Bridging Island Plan.
5. To accord with Policy ME1 of the 2022 Bridging Island Plan.

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. 4712 001 P1 – Site Location Plan
2. 4712 030 P1 – Proposed Downtaking – Existing Ground Floor Plan
3. 4712 031 P1 – Proposed Downtaking – Existing First Floor Plan
4. 4712 032 P1 – Proposed Downtaking – Existing Roof Plan
5. 4712 050 P2 – Proposed Site Plan
6. 4712 100 P5 – Proposed Ground Floor Plan
7. 4712 101 P2 – Proposed First Floor Plan
8. 4712 102 P2 – Proposed Roof Plan
9. 4712 200 P1 – Proposed Elevations Unit 1
10. 4712 201 P1 – Proposed Elevations Unit 2
11. 4712 202 P1 – Proposed Elevations Unit 3
12. 4712 205 P1 – Proposed Context Elevations
13. 4712 300 P1 – Proposed Sections - Sheet 01
14. 4712 301 P1 – Proposed Sections - Sheet 02
15. 4712 400 P1 – Proposed Façade Details Sheet 01
16. 4712 401 P1 – Proposed Façade Details Sheet 02
17. 4712 900 P2 – Proposed Landscape Plan
18. 4712 901 P2 – Proposed Visibility Splay 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 Owners covenant, agree and undertake:

COMMENCEMENT

- 1 Not to Commence the Development until the Owner has given to the Chief Officer seven (7) days' notice in writing of its intention so to do.

FOOTPATH

- 2 To carry out and complete the Pedestrian Footway Works at the Owner's expense and to a technical specification that is agreed to by the Transport section of Infrastructure and Environment.
- 3 Not to Occupy any part of the Development until such time as the Pedestrian Footway Works have been carried out and completed and the Chief Officer has been notified to that effect.
- 4 On completion of the Pedestrian Footway 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).
- 5 Unless the Pedestrian Footway Strip shall not have been ceded and transferred to the Public as a result of delay on the part of the Public in requesting, or in passing contract to effect, such cession and transfer, not to Occupy the Development until such time as the Pedestrian Footway Strip shall be ceded and transferred to the Public of the Island ("the Public") upon request by the Public following completion of the Pedestrian Footway Works, and prior to Occupation. The costs associated with the transfer and construction of the new widened footpath on the Pedestrian Footway Strip is to be at the full cost of the Owners. The specification for the footpath is to be agreed with the Transport section of Infrastructure and Environment, and work to the footpath is to be undertaken by Infrastructure and Environment approved contractors.
- 6 Upon request by the Public following completion of the Pedestrian Footway Works and on the condition that the Pedestrian Footway Strip will thereafter be incorporated within and form part of the Grande Route known as La Greve D'Azette the Owners shall cede and transfer and the Public shall take conveyance of the Pedestrian Footway Strip free of all charges and encumbrances by contract to be passed before the Royal Court in such manner and time so as to ensure the Public complies with Standing Orders of the States, the Owners paying the proper and reasonable costs of the Public of and incidental to the said transfer including all and any proper and reasonable legal and professional costs.

Signed on behalf of the Chief Officer

by [redacted] KELLY WHITEHEAD

in the presence of [redacted] LAWRENCE DAVIES

this 23 day of August 2024

Signed Pamela Josephine Clancy née Doherty

..... [redacted]

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

this 23 day of August 2024

Signed Martin John Clancy

[redacted]

in the presence of [redacted] KAREN BENEST

this 23 day of August 2024

Signed on behalf of Paisley Holdings Limited

by [redacted]

in the presence of [redacted]

this day of 2024