

In the Royal Court of Jersey

Samedi Division

In the year two thousand and twenty-four, the ninth day of December.

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, B.G. Romeril & Company Limited, Romerils Properties (Dumaresq St) Limited and The Royal Bank Of Scotland International Limited in relation to Romerils, Dumaresq Street, St Helier, 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 Romerils, Dumaresq Street, St Helier, JE2 3RL

Dated *6 DECEMBER 2024.* 2024

The Chief Officer for the Environment (1)

B. G. Romeril & Company Limited and Romerils Properties (Dumaresq St) Limited (2)

The Royal Bank of Scotland International Limited t/a NatWest International (3)

DATE

6 December

2024

PARTIES

1. The Chief Officer for the Environment of PO Box 228, St Helier Jersey JE4 9SS ("the **Chief Officer**");
2. B. G. Romeril & Company Limited a company registered in Jersey with registration number 532 whose registered office address is 21 Dumaresq Street, St. Helier, Jersey JE1 3UT ("**BGR**") and Romerils Properties (Dumaresq St) Limited a company registered in Jersey with registration number 108295 whose registered office address is 21 Dumaresq Street, St. Helier, Jersey JE1 3UT ("**RPDS**") (together "the **Owner**"); and
3. The Royal Bank of Scotland International Limited t/a NatWest International (including its successors, transferees and assignees) of [] ("the **Lender**")

RECITALS

- 1 The Owner warrants that it is the owner in perpetuity (*à fin d'héritage*) of the Site by virtue of the following contracts:
 - 1.1 12-21 Dumaresq Street acquired by BGR on:
 - 1.1.1 28th August 1954 from The Parish of St Helier;
 - 1.1.2 14th September 1957 from Bernard George Romeril and Roy de Louche;
 - 1.1.3 26th April 1958 from Maud Mary Dupré, née Hinds;
 - 1.1.4 10th May 1958 from Adolphus Edward du Feu;
 - 1.1.5 24th March 1962 from Stella May Picot, née Renouf;
 - 1.1.6 28th January 1972, 25th January 1974 and 13th February 1976 from The Public of the Island;
 - 1.1.7 6th March 1998 from Morgan Grenfell (Jersey) Investments Limited; and
 - 1.1.8 18th October 1963 by Contract of exchange and counter exchange with The Public of the Island.
 - 1.2 The remainder of the land forming the Site was acquired by RPDS on 8th July 2011 from The Public of the Island.
- 2 The Lender has an interest in that part of the Site owned by BGR by virtue of judicial hypothecs (*hypothèques judiciaire*) which were registered in the

Public Registry of this Island on 12th June 2020, 23rd December 2022 and 13th October 2023.

- 3 The Owner submitted the Application to the Chief Officer who pursuant to article 9(5)(b) of the Law referred the Application to the Planning Committee for determination. Having regard to the purposes of the Law, and the Island Plan the Planning Committee at its meeting on 11th July 2024 resolved under article 19 of the Law that planning permission should be granted with respect to the Application subject to the prior completion of this Agreement for the delivery of fifteen per cent (15%) of the residential units as Assisted Purchase Dwelling Units on agreed terms.
- 4 The Owner has consulted with the Minister for Housing in respect of the Scheme for the Development and the Minister for Housing is content for the Scheme to proceed on the basis that:
 - 4.1 fifteen per cent (15%) of the Dwelling Units (8 no. units) are to be sold to First Time Buyers under the Scheme;
 - 4.2 the Owner shall offer a discounted purchase price of eighty-five per cent (85%) of the open market value of the Assisted Purchase Dwelling Units on a deferred consideration basis;
 - 4.3 the Scheme will apply to the Assisted Purchase Dwelling Units on the first sale of the Assisted Purchase Dwelling Units only and shall not apply to any part of the Development in perpetuity;
 - 4.4 all Assisted Purchase Dwelling Units under the Scheme are to be owned and occupied by Eligible Persons; and
 - 4.5 the extent, location, size and type of the Assisted Purchase Dwelling Units shall be notified by the Owner to the Minister for Housing and agreed by the Minister for Housing prior to the Assisted Purchase Dwelling Units being sold, such agreement not to be unreasonably withheld or delayed.
- 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:

"Affordable Housing"	accommodation for purchase by persons who would otherwise have financial
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		difficulties acquiring residential accommodation in the general market for residential accommodation prevailing in Jersey;
"Affordable Housing Gateway"		a single point of access maintained by the Minister for Housing for Affordable Housing in the Island of Jersey;
"Agreement"		this agreement including the recitals and Schedules hereto;
"Application"		the application for planning permission in respect of the Site and described as "Demolish Western projection of existing retail floorspace and second floor storage area. Relocate retail parking to within existing building. Construct new development comprising retail space and 53 apartments (20no. 1-beds, 29no. 2-beds, and 4no. 3-beds), including affordable provision. Form new access points onto Hue Street for vehicle and cycle parking. Enhancements to public realm, including hard and soft landscape improvements..." and given the reference P/2024/0172;
"Approved Chargee"		means Skipton International Limited, HSBC Bank plc, Lloyds Bank International Limited, The Royal Bank of Scotland International Limited, Barclays Bank plc or any other similar financial institution regulated by the Jersey Financial Services Commission, the Guernsey Financial Services Commission, the Isle of Man Financial Supervision Commission or the Financial Services Authority of the United Kingdom providing monies as principal lender to an Eligible Person or Eligible Persons as part of a purchase under an Affordable Housing scheme (or a subsequent re-finance of such purchase with an Approved Chargee);

"Assisted Purchase Dwelling Units"	the Dwelling Units which are allocated by the Owner for purchase by Eligible Persons in accordance with the Scheme and "Assisted Purchase Dwelling Unit" shall mean any one of them;
"Chief Officer"	the person appointed from time to time as the chief executive officer (or equivalent) of the administration of the States responsible for planning and building in accordance with article 1 of the Law;
"Commencement"	<p>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 is deemed to have "begun" on the Site pursuant to article 5(6) of the Law PROVIDED THAT the meaning of "Commencement" shall exclude:</p> <ol style="list-style-type: none"> 1. any investigation of the Site, any clearance of the Site, removal of asbestos from the Site and any demolition on the Site; and 2. any works carried out under any planning permission which precedes or predates the grant of the Planning Permit, <p>and "Commence" and "Commenced" shall be construed accordingly;</p>
"Deferred Amount"	in respect of each Assisted Purchase Dwelling Unit, the amount which is commensurate to fifteen per cent (15%) of the open market value of the relevant Assisted Purchase Dwelling Units from time to time;
"Development"	the development of the Site as set out in the Planning Permit;

"Dwelling Unit"	a residential unit forming part of the Development to be constructed pursuant to the Planning Permit and "Dwelling Units" shall be construed accordingly;
"Eligible Persons"	<p>shall mean First Time Buyers who are :</p> <p>(a) on the Affordable Housing Gateway register retained or referred to by the Minister for Housing from time to time in the discharge of the Minister for Housing's housing function; or</p> <p>(b) persons who are certified by the Minister for Housing (at all times acting consistently with the discharge of their housing function) as being eligible to participate in the Scheme,</p> <p>and in either case fall within the maximum household limits set for the time being by the Minister for Housing for access to assisted home purchase schemes,</p> <p>and "Eligible Person" shall mean any one of them;</p>
"Family Member"	a member of the family of an Eligible Person and for the purposes of this Agreement shall mean the brother, sister, daughter, son, step-child, parent, grandparent or grandchild and "Family Members" shall be construed accordingly;
"First Time Buyer"	<p>any person who:</p> <p>either:</p> <p>(1)</p> <p>(i) Does not own, and has not previously owned, whether as a sole owner or jointly or in common with any other person or persons:</p> <p>(a) any immovable property;</p>

	<p>(b) either in his own name or as beneficial owner, shares in any company, ownership of which confers the right to occupy residential accommodation;</p> <p>and</p> <p>(ii) is neither married to, nor buying as co-owner with, any person who does not fall within (i) above;</p> <p>or</p> <p>(2) has been approved by the Minister for Housing as being a person who would be in need of assistance in order to acquire property and to whom consent should be granted to acquire or to occupy the residential accommodation as the case may be, notwithstanding the fact that he does not fall within (1) above, any refusal by the Minister for Housing to approve a person as being in need of assistance to acquire or occupy property being subject to review by the Chief Officer, who shall have power to overrule the decision of the Minister for Housing,</p> <p>and “First Time Buyers” shall be construed accordingly;</p>
“GST”	goods and services tax under the Goods and Services Tax (Jersey) Law 2007;
“Island Plan”	the States of Jersey Bridging Island Plan, 2022-2025 (as amended from time to time);
“Law”	the Planning and Building (Jersey) Law 2002;
“Minister for Housing”	the person appointed from time to time as the Minister for Housing and Communities;
“Occupation”, “Occupy”	means occupation for the purposes

and "Occupied"	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;
"Planning Committee"	the body exercising the functions conferred upon it under article 9A of the Law;
"Planning Permit"	the planning permission for the Development granted 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 to the said planning permission from time to time;
"Royal Court"	the Royal Court of the Island of Jersey;
"Scheme"	the scheme for the assisted purchase of the Assisted Purchase Dwelling Units by Eligible Persons as is described in the Third Schedule;
"Site"	the site comprising the property known as 'Romerils' on Dumaresq Street, St Helier, Jersey JE2 3RL, the whole as shown hatched black for the purposes of identification on the plan forming the First Schedule Part I;

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 all other 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 person deriving title through or under that party and in the case of the Chief Officer the successors to their 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 Subject to the Fourth Schedule, 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 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 Royal Court.

5 OWNER'S COVENANTS

The Owner covenants and agrees with the Chief Officer as set out in the Third Schedule. This Agreement shall be enforceable against any successor in title to the Owner and any person claiming or deriving title through or under the Owner to the Site (or any part or parts thereof).

6 CHIEF OFFICER COVENANTS

The Chief Officer covenants with the Owner as set out in the Fourth Schedule.

7. 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.

8 MISCELLANEOUS

- 8.1 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 Head of Development and Land and notice or communication to the Chief Officer pursuant to the provisions of this Agreement shall be addressed to the Head of Development and Land at Infrastructure and the Environment Department, PO Box 228, St Helier, Jersey JE4 9SS or as otherwise notified for the purpose by notice in writing.

- 8.2 Any notices 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.
- 8.3 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.
- 8.4 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 Commencement.
- 8.5 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.
- 8.6 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.
- 8.7 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.
- 8.8 Nothing contained in this Agreement 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.
- 8.9 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 in this Agreement.
- 8.10 The Owner shall not be entitled to any costs or compensation as a result of the making of this Agreement and the obligations contained in this Agreement.

8.11 All communications and notices served or made under this Agreement shall be in writing.

9 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.

10 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 its interest in the Site occurring before the obligations under this Agreement have been discharged but this obligation shall not extend to a disposal to:

- 10.1 any group company (which for the purposes of this Clause 10 shall mean a "wholly owned subsidiary" or "holding body" as defined by article 2 of the Companies (Jersey) Law 1991) of the Owner;
- 10.2 any disposal of any individual Dwelling Units (including an Assisted Purchase Dwelling Unit) to a purchaser for their own, their family or their tenant's occupation;
- 10.3 an occupier pursuant to the grant of any lease or any right of Occupation (whether or not such lease is a contract passed before the Royal Court) of the whole or any part of the Site (including the grant of leases in respect of any commercial unit or premises which is constructed on the Site or the common parts of the Development to a management company); nor
- 10.4 an association which is established under a declaration of co-ownership pursuant to the *Loi (1991) sur la copropriete des immeubles batis*.

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 (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.

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 LENDERS' 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 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 consequence of deriving title from the Owner.

14 COUNTERPARTS

This Agreement may be executed in any number of counterparts by the parties hereto on different counterparts but shall not be effective until each party has executed at least one counterpart and each counterpart shall constitute an original of this Agreement but all the counterparts shall together constitute one and the same Agreement.

17 JURISDICTION

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

FIRST SCHEDULE

The Site



NOTES
 All dimensions are to be taken from the drawing. All dimensions are to be checked on site before any work is put in hand. If in doubt, seek confirmation.
 The drawing must be read in conjunction with all other contracts (including drawings, schedules and specifications).
 All drawings are to be read in conjunction with relevant drawings from other consultants.
 In case of discrepancies, seek confirmation.
 The drawing must not be copied in whole or in part without the prior written permission of Axis Mason Ltd.
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Rev	Description	Dwn	Ckd	Date
1	Planning Issue (DAP)	CHRA	YS	18.12.2023
2	Planning Issue	GP	YS	18.12.2024

Axis Mason Digimap License No J74

Key
 Site Boundary

AXIS MASON 13F Braconhurst Street, Colchester, CO1 2EP
 0147 332 5615
 WWW.AXISMASON.COM
 LONDON GLASGOW JERSEY GDANSK DURBAN

Client: Romeris

Project: Romeris Proposed Redevelopment

Drawing title: Location Plan

Scale @ A4: 1:2500 Date: NOV 2023
 Project Co-ordinator: YS Issue Status: PLANNING

Job No.	Drawing No.	Revision:
4248	XI06/001	2

SECOND SCHEDULE
The Planning Permit

Decision Notice

PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2024/0172

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 Western projection of existing retail floorspace and second floor storage area. Relocate retail parking to within existing building. Construct new development comprising retail space and 53 apartments (20no. 1-beds, 29no. 2-beds, and 4no. 3-beds), including affordable provision. Form new access points onto Hue Street for vehicle and cycle parking. Enhancements to public realm, including hard and soft landscape improvements. 3D Model available.

To be carried out at:

Romerils, Dumaresq Street, St Helier, JE2 3RL

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.

The application delivers a mixed-use scheme, which will regenerate an under-utilised urban brownfield site in the heart of St Helier. The plans include new retail floorspace, and a total of 53no. new apartments together with associated residents' parking and amenity areas. In accordance with Island Plan policy, eight of the apartments would be designated as Affordable Housing units. In addition, there will also be improvements to public realm areas at street level around the site, with new hard and soft landscaping, and improved pedestrian links to the town centre.

The mix and density of housing is appropriate, and the development complies with the adopted residential standards and parking standards.

APPROVED

Decision Notice

PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2024/0172

The travel and transport implications of the proposed development are acceptable, and other matters (including drainage, flood risk, waste management, and ecology) have also been adequately addressed.

A new 10-storey residential tower is certainly ambitious in policy terms, and the concerns raised in relation to heritage and townscape impact are acknowledged. However, Policy GD7 of the Bridging Island Plan does offer the potential for development of this scale within the Town of St Helier, in appropriate circumstances and where the overall benefit to the community outweighs any perceived adverse impacts. Taking into account the established built context (which already includes buildings of similar scale), and in view of the wider benefits of the proposal, the planning authority is of the view that proposed development at this scale is justified in this instance.

The impacts on neighbouring amenity are considered to be acceptable, and the proposal will not cause unreasonable harm in this regard.

In summary, the proposal will make effective use of a centrally-located and under-used urban site; therefore, in broad terms, the application is considered to be in line with the general aims and provisions of the Bridging Island Plan, when considered in the round.

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.

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PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2024/0172

Condition(s):

1. No development shall take place within the site until the implementation of a programme of archaeological work has been secured, in accordance with a Written Scheme of Investigation, which has been submitted to, and approved in writing by, the Chief Officer of Regulation.
2. Notwithstanding the indications on the approved plans, prior to the commencement of any new construction on the site, samples of all external materials to be used to construct the development (including any hard landscaping materials) shall be submitted to, and approved in writing by, the Chief Officer of Regulation. The agreed details shall thereafter be fully implemented prior to first occupation, and maintained for the lifetime of the development.
3. The measures outlined in the approved Species Protection and Enhancement Plan for Romerils (ref. NE/ES/RO.02, 30th April 2024, Nurture Ecology) shall be implemented prior to commencement of the development, continued throughout (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.
4. Notwithstanding the indications on the approved plans, prior to commencement of any new construction, a detailed scheme of soft landscaping shall be submitted to and approved in writing by the Chief Officer. Details shall include i) the position of all new planting, the species of plant(s)/tree(s), their size, number and spacing ii) tree pit specifications detailed in plan and cross section and designed according to species and setting, to include urban engineered tree pits at street level and across roof gardens iii) seeding / turfing specifications iv) topsoil specifications and the depth afforded to each planting zone v) rain garden detailed designs in plan and cross section describing structural components, drainage, weirs, overflow and planter construction iv) green roof design and specification.
5. Notwithstanding the indications on the approved plans, prior to commencement of any new construction, a detailed scheme of hard landscaping shall be submitted to and approved in writing by the Chief Officer. Details shall include i) external paving, decking, kerb and edging specifications with proposed colours and laying patterns ii) wall, fence and railing types, their height, finish and construction iii) cross-section details to describe fixing and materiality of raised planters and furniture across the podium and roof terraces, including planters used to form roof edge protection iv) specification and layout of furniture within the public realm v) specification and layout of play equipment including associated fall zones.

APPROVED

Decision Notice

PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2024/0172

6. Prior to occupation, a Landscape Management Plan shall be submitted to and approved in writing by the Chief Officer. It shall cover a minimum 10-year maintenance period post-completion, for all hard and soft landscaped areas and green roof. The plan shall include details and arrangements for landscape establishment and ongoing maintenance (and replacement if necessary). Distinction shall be made between areas that shall be maintained by different parties. Landscape fixtures, finishes and planting shall be maintained, or replaced like-for-like should fault or failures occur over the period of the approved Landscape Management Plan unless otherwise agreed in writing by the Chief Officer.
7. All planting and other operations comprised in the hard and soft landscaping scheme approved under conditions 4-6 above, shall be completed prior to first occupation of any part of the development. For the avoidance of doubt, this includes all areas of new public realm and pedestrian / cycling infrastructure being created, as well as the Percentage for Art contribution.
8. No part of the development hereby approved shall be occupied until the residents' car and bicycle parking facilities have been fully provided (complete with electric charging facilities), as indicated on the approved plans. These facilities shall thereafter be retained solely for the use of occupants of the development and shall not be sub-let for any other purpose.

Reason(s):

1. To ensure that special regard is paid to the interests of protecting the archaeological interest of the site, in accordance with Policy HE5 of the adopted Bridging Island Plan 2022.
2. To ensure a high quality of design and in accordance with Policy GD6 of the adopted Bridging Island Plan 2022.
3. To ensure the protection and improvement of biodiversity in accordance with the natural environment policies of the adopted Bridging Island Plan 2022.
4. To ensure satisfactory landscaping of the site in the interests of biodiversity and visual amenity, in accordance with Policies SP3, GD6, NE1, NE2, and NE3 of the adopted Bridging Island Plan 2022.
5. To ensure a form of development that maintains, and contributes positively to, the character and appearance of the area, in accordance with Policies SP4 and GD6 of the adopted Bridging Island Plan 2022.

APPROVED

Decision Notice

PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2024/0172

6. To ensure a form of development that maintains, and contributes positively to, the character and appearance of the area, in accordance with Policies SP4 and GD6 of the adopted Bridging Island Plan 2022.
7. To ensure that the benefits of the schemes for new landscaping and public realm are not delayed, in the interests of the amenities of the area (and members of the public using the area) and to ensure a high quality of design in accordance with Policies NE2, GD6, GD10, TT1 & TT2 of the adopted Bridging Island Plan 2022.
8. To ensure the provision of bicycle and vehicle parking facilities, in accordance with Policies TT1 & TT2 of the adopted Bridging Island Plan 2022.

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:

- 4246-X(06)001 2 - Location Plan
- 4246-X(06)090 2 - Proposed Downtakings - Existing Level 00
- 4246-X(06)091 2 - Proposed Downtakings - Existing Level 01
- 4246-X(06)092 2 - Proposed Downtakings - Existing Level 02
- 4246-X(06)093 2 - Proposed Downtakings - Existing Roof Level
- 4246-X(06)095 3 - Proposed Site Plan
- 4246-X(06)100 4 - Proposed Floor Plan - Level 00
- 4246-X(06)100-A 3 - Proposed Floor Plan - Level 0 Mezzanine
- 4246-X(06)101 3 - Proposed Floor Plan - Level 01
- 4246-X(06)102 3 - Proposed Floor Plan - Level 02
- 4246-X(06)103 3 - Proposed Floor Plan - Level 03
- 4246-X(06)104 3 - Proposed Floor Plan - Level 04
- 4246-X(06)105 3 - Proposed Floor Plan - Level 05
- 4246-X(06)106 3 - Proposed Floor Plan - Level 06
- 4246-X(06)107 3 - Proposed Floor Plan - Level 07
- 4246-X(06)108 3 - Proposed Floor Plan - Level 08
- 4246-X(06)109 3 - Proposed Floor Plan - Level Roof
- 4246-X(06)200 2 - Proposed Elevations – East
- 4246-X(06)201 3 - Proposed Elevations – South
- 4246-X(06)202 3 - Proposed Elevations – West
- 4246-X(06)203 3 - Proposed Elevations – North
- 4246-X(06)204 3 - Contextual Elevations
- 4246-X(06)205 3 - Contextual Elevations
- 4246-X(06)300 2 - Proposed Section 1-1 & 2-2
- 4246-X(06)301 2 - Proposed Section 3-3 & 4-4

APPROVED

Decision Notice

PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2024/0172

4246-X(06)400 2 - Façade Detail 1
4246-X(06)401 2 - Façade Detail 2
4246-X(06)402 2 - Façade Detail 3
4246-X(06)403 2 - Façade Detail 4
4246-X(06)404 2 - Façade Detail 5
4246-X(06)700 2 - Apartment Layouts - Sheet 01
4246-X(06)701 2 - Apartment Layouts - Sheet 02
4246-X(06)702 2 - Apartment Layouts - Sheet 03
4246-X(06)703 2 - Apartment Layouts - Sheet 04
4246-X(06)704 2 - Apartment Layouts - Sheet 05
4246-X(06)705 3 - Apartment Layouts - Sheet 06
4335-901 P2 - Proposed Landscape Plan - Resident Amenities
4335-902 P2 - Proposed Landscape Plan - Resident Amenities
4355-900 P3 - Proposed Landscape Plan - Public Realm
5001-010 B - Proposed Ground Level Visibility at Car Park for both Highway and Pedestrian
62216-00-ST202-S01 - Ground Floor General Arrangement Plan
62216-ZZ-ST221-S01 - Section 31-31
Air Quality Assessment: February 2024
Area Schedule: February 2024
Framework Demolition and Construction Environmental Management Plan: February 2024
Framework Site Waste Management Plan: February 2024
Public Art Statement: February 2024
RIBA Stage 2 Energy Strategy: February 2024
RIBA Stage 2 Mechanical, Electrical and Public Health Services Report: February 2024
RIBA Stage 2 Sustainability Report: February 2024
Species Protection & Enhancement Plan: April 2024
Travel Plan: February 2024

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 covenants, agrees and undertakes:

COMMENCEMENT

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

AFFORDABLE HOUSING

- 2 Subject to the provisions of the Fourth Schedule:
 - a. to allocate in agreement with the Minister for Housing the extent, location, size and type of fifteen per cent (15%) (rounded to a total of eight (8) Dwelling Units) of the Dwelling Units as Assisted Purchase Dwelling Units (identifying the same by reference to a plan) for First Time Buyers;
 - b. not to Occupy the Dwelling Units until such time as the Dwelling Units to be delivered within the Scheme as Assisted Purchase Dwelling Units and the phasing of their delivery have been agreed between the Minister for Housing and the Owner;
 - c. to allow Eligible Persons who are First Time Buyers to purchase the Assisted Purchase Dwelling Units from the Owner;
 - d. to allow the relevant Eligible Person or Eligible Persons to defer payment of the Deferred Amount to the Owner on the very first purchase of each Assisted Purchase Dwelling Unit, such deferral to last for a maximum of the period of their Occupation of the Assisted Purchase Dwelling Unit on terms to be agreed between the Owner and the relevant Eligible Person or Eligible Persons (both parties acting reasonably);
- 3 The Assisted Purchase Dwelling Units may only be sold or transferred to an Eligible Person or Eligible Persons in accordance with the Scheme.
- 4 Subject to the Fourth Schedule, the Assisted Purchase Dwelling Units may only be used or Occupied by Eligible Persons and their Family Members.
- 5 Subject to the Fourth Schedule, none of the Assisted Purchase Dwelling Units shall be occupied otherwise than as the relevant Eligible Persons' sole permanent residence.

FIRST TIME BUYER RESTRICTION

- 6 That any subsequent sale or alienation of an Assisted Purchase Dwelling Unit shall only be to a First Time Buyer and at all times thereafter the Assisted Purchase Dwelling Units shall only be used or Occupied by First Time Buyers and their Family Members as their sole permanent residence.

FOURTH SCHEDULE

The Scheme

1. In consideration of and as *cause* for the Owner allowing Eligible Persons to defer the payment of the Deferred Amount to the Owner on their purchase of the relevant Assisted Purchase Dwelling Unit on the very first sale of such Assisted Purchase Dwelling Unit by the Owner, the Owner may require that the Eligible Person or Eligible Persons enter into such contracts, loan agreements and security documents and provide such security (which may include a judicial hypothec over the relevant Eligible Person's or Eligible Persons' immovable property) in such form as the Owner from time to time requires (acting reasonably) which contracts, agreements and documents may:
 - 1.1 contractually oblige the relevant Eligible Person or Eligible Persons to repay the Deferred Amount either during their Occupation of the relevant Assisted Purchase Dwelling Unit or upon sale or transfer of the relevant Assisted Purchase Dwelling Unit to a third party; and
 - 1.2 secure the contractual obligation referred to in paragraph 1.1 of this Schedule,

FOR THE AVOIDANCE OF DOUBT, in the event that the Eligible Person or Eligible Persons elect to repay the Deferred Amount upon sale or transfer of the relevant Assisted Purchase Dwelling Unit to a third party, the amount repaid by such Eligible Person or Eligible Persons to the Owner shall be fifteen per cent (15%) of the open market value of the relevant Assisted Purchase Dwelling Unit at the time of onward sale or transfer to a third party notwithstanding that this may be a higher or lower sum than that deferred at the time of the Eligible Person's or Eligible Persons' original purchase.

2. The covenant contained in paragraph 2.4 of the Third Schedule is personal to the Owner (here meaning BGR and RPDS) and, pursuant to article 25(8) of the Law, will not bind:
 - 2.1 the Eligible Person or Eligible Persons on a future disposal of the Assisted Purchase Dwelling Units; nor
 - 2.2 any future owners of the Assisted Purchase Dwelling Units.
3. Where an individual owner of an Assisted Purchase Dwelling Unit becomes bankrupt as defined by article 8 of the Interpretation (Jersey) Law 1954 the restrictions affecting that Assisted Purchase Dwelling Unit ("the **Relevant Unit**") shall not apply to any purchaser from the Viscount or an Approved Chargee of the Relevant Unit pursuant to a sale under a bankruptcy process arising from the bankruptcy of the individual owner of the Relevant Unit **PROVIDED THAT** the Relevant Unit is sold/transferred by the Viscount or Approved Chargee to a First Time Buyer and that all subsequent sales or transfers are to First Time Buyers.

Signed on behalf of the Chief Officer

by

ANDREW MARK

in the presence of .

LAWRENCE DAVIES

this 6th day of December 2024

Signed on behalf of B.G. Romeril & Company Limited

by MARK NICHOLAS SYRET

in the presence of ...

RICHARD JOHN SHERRINGTON

this 6th day of December 2024

Signed on behalf of Romerils Properties (Dumaresq St) Limited

by MARK NICHOLAS SYRET

in the presence of ...

RICHARD JOHN SHERRINGTON

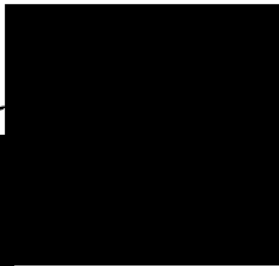
this 6th day of December 2024

Signed on behalf of the Lender

by ANDEA ELIZABETH COWNDLEN.....



in the presence of ANDREW PAUL SALTER.....



this 5th day of December 2024

