

In the Royal Court of Jersey

Samedi Division

In the year two thousand and fourteen, the twenty-eighth day of May.

Before the Judicial Greffier.

Upon the application of Her Majesty's Attorney General, IT IS ORDERED that the Planning Obligation Agreement between The Minister for Planning and Environment and the Public of the Island in relation to Phase 3, Le Squez Estate, 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 of Phase 3, Le Squez Estate, St Clement

Dated 28TH MAY

2014

The Minister for Planning and Environment (1)

Public of the Island (2)

DATE 28TH MAY

2014

PARTIES

- (1) The Minister for Planning and Environment of States Offices, South Hill, St Helier, Jersey JE2 4US ("the Minister")
- (2) Public of the Island acting by the Minister for Housing, Jubilee Wharf, 24 The Esplanade, PO Box 587, St Helier, Jersey JE4 8XT ("the Owner")

RECITALS

- 1 The Minister is the Minister of the States charged with the administration of the Law by whom the obligations in this Agreement are enforceable in accordance with the provisions of the Law.
- 2 The Owner warrants that it is the owner in perpetuity (à fin d'héritage) of the Site.
- 3 A planning application was submitted to the Minister for planning permission for the Development and having regard to the purpose of the Law the Island Plan 2011 and all other material considerations the Minister is minded to grant planning permission for the Development subject to the completion of this Agreement that provision should be made for regulating or facilitating the development or use of the Site in the manner hereinafter appearing and without such the Minister would not be so minded.
- 4 The parties acknowledge that this Agreement is legally binding.
- 5 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:

"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 in accordance with the Planning Permit to " <i>Demolish existing dwellings and construct 16 No. four bedroom, 4 No. two bedroom and 1 No. three bedroom dwellings</i> "
"Dwelling Unit"		a residential unit forming part of the Development to be constructed pursuant to the Planning Permit
"Cycleway Contribution"		means the sum of twenty one thousand pounds (£21,000) to be paid by the Owners to the Treasurer of the States to be applied by the Minister for the purposes of the Eastern Cycle Network or for such other planning purposes arising from the Development as the Minister shall consider being reasonably appropriate in the circumstances
"Index"		the all Items Index of Retail Prices for Jersey as issued from time to time by the Statistics Unit to the States of Jersey
"Index-Linked"		where any sum or contribution is expressed to be "Index-Linked" then that sum or contribution shall be adjusted in accordance with the provisions of clause 10 prior to

		payment
"Interest"		interest at three per cent above the base lending rate of the HSBC Bank Plc from time to time
"Law"		the Planning and Building (Jersey) Law 2002
"Plan"		the plan contained in the Second Schedule to this agreement
"Planning Permit"		the planning permission for the Development (reference P/2013/1712) a copy of which is attached in the Third Schedule
"Royal Court"		the Royal Court of the Island of Jersey
"Site"		Phase 3 Le Squez Estate, St Clement, as shown coloured grey (and indicated by the number '3') on the Plan and upon which the Development is to be carried out

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 Minister 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 Minister against the Owner.

4 CONDITIONALITY

This Agreement is conditional upon:

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

save for the provisions of Clauses 12 and 13 and any other relevant provision which shall come into effect immediately upon the date which this Agreement has been recorded as registered in the Royal Court as evidenced by an Act of the said Court.

5 OWNER COVENANTS

The Owner covenants and agrees with the Minister as set out in the Fourth 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 Minister 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 Minister 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 Minister by the Director - Development Control of Planning and notice or communication to the Minister pursuant to the provisions of this Agreement shall be addressed to the Director - Development Control at Planning and Building Services South Hill St Helier Jersey JE2 4US or as otherwise notified for the purpose by notice in writing.
- 7.2 Any notices 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 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 Minister and without prejudice to the generality of the foregoing it is agreed between the parties hereto that any benefit or power conferred on the Minister by any of the obligations or covenants by the Owner in favour of the Minister under this Agreement are in addition to any of the Minister's 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 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 Minister as a result of the Minister 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 Minister 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 Minister 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 Minister to give the Minister 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.

10 INDEXATION

Any sum referred to in the Third Schedule shall be increased by an amount equivalent to the increase in the Index from the date on which this Agreement is registered in the Public Registry of Contracts until the date on which such sum is payable.

11 INTEREST

If any payment due under this Agreement is paid late, Interest will be payable from the date payment is due to the date of payment.

12 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.

13 JURISDICTION

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

FIRST SCHEDULE
Details of the description of the Site

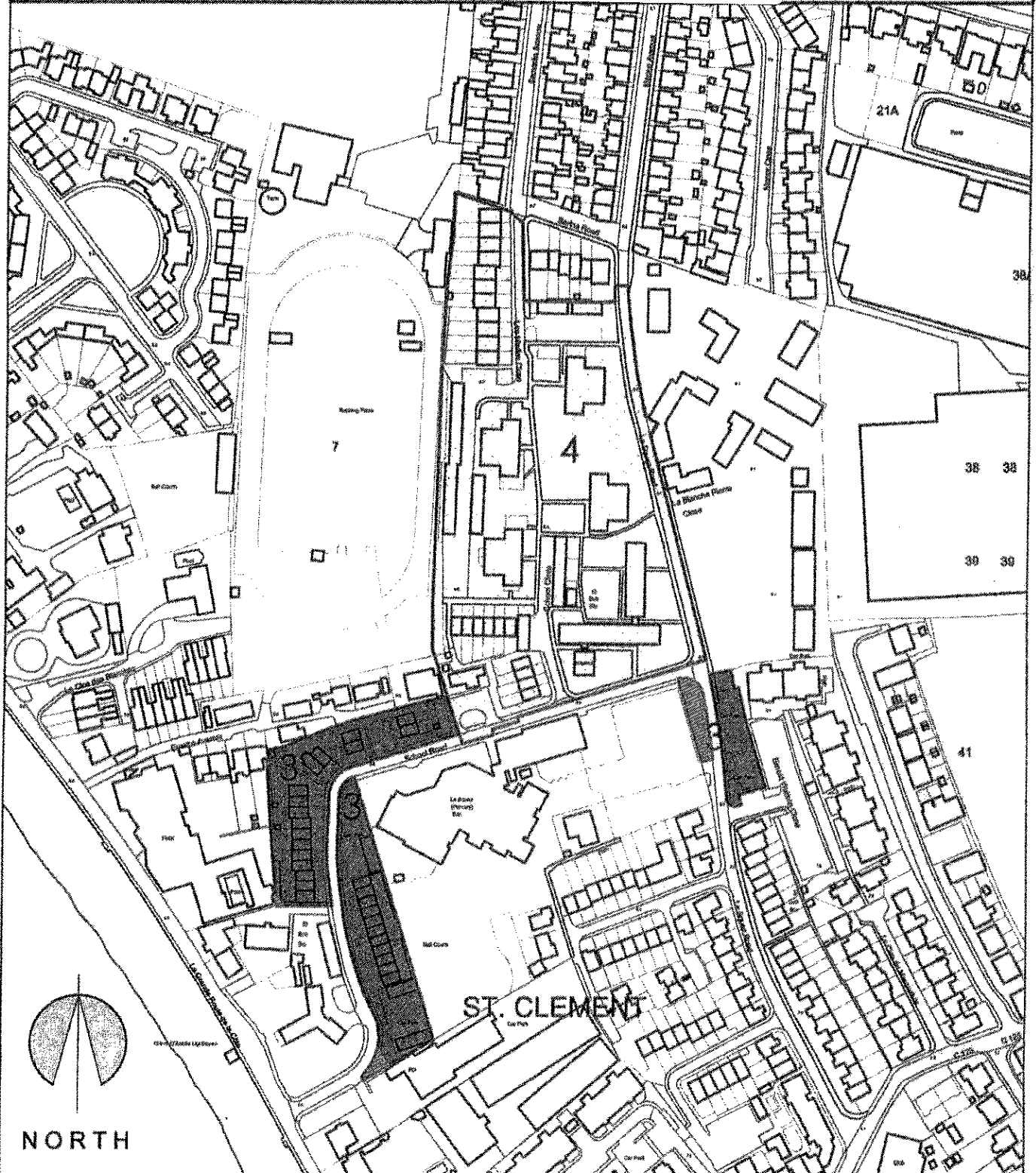
Four corpus fundi forming part of Le Squez Estate as shown for the purpose of identification only on the Plan

morris archi

SECOND SCHEDULE

not scale. Use written dimensions only.
led. This drawing must be read in
to' drawings, details and specifications.
r specifications must be referred to the

17 LA MOTTE STREET, ST HELIER
Tels: 01534 738635, Fax: 01534 769366, E-mail



Project Le Squez Phase 3 & 4 St Clement	Drawing Location Plan Client States of Jersey Housing Department	Date June '13	Scale 1:2500 (A4)	Drawn by LD
		Drawing Number <h1>4959/01</h1>		Revision

**Department of the Environment
Planning & Building Services**
South Hill
St Helier, Jersey, JE2 4US
Tel: +44 (0) 1534 445508
Fax: +44 (0) 1534 445528



**THIRD SCHEDULE
The Planning Permission**

Morris Architects
17 La Motte Street
St Helier
Jersey JE2 4SY

Planning Application Number P/2013/1712

Dear Mr Morris

Application Address:	Les Squez Estate, Le Squez Estate, St. Clement, JE2 6TT.
Description of Work:	Demolish existing dwellings and construct 16 No. four bedroom, 4 No. two bedroom and 1 No. three bedroom dwellings. AMENDED PLANS RECEIVED

Please find enclosed notice of The Minister for Planning & Environment's decision regarding the above application.

Please note that the Conditions imposed on the Notice are important and should be strictly adhered to and any subsequent changes to the development which may affect the requirements of the Conditions should be notified to the Minister for Planning and Environment as soon as possible.

Failure to comply with the attached Conditions may result in the Minister for Planning and Environment instigating Enforcement Action.

Yours sincerely

Ginny Duffell BSc (Hons) Dip TP
Trainee Planner | Development Control
Department of the Environment | States of Jersey
Planning & Building Services | South Hill | St Helier | JE2 4US
T: +44(0)1534 448405 | E: g.duffell@gov.je | W: www.gov.je

Encl.

PI_2010

Chief Executive Officer: Andrew Scate BA (Hons), Dip TP, MRTPI

Department of the Environment
Planning and Building Services
 South Hill
 St Helier, Jersey, JE2 4US
 Tel: +44 (0)1534 445508
 Fax: +44 (0)1534 445528

Planning Application Number P/2013/1712

Decision Notice

PLANNING AND BUILDING (JERSEY) LAW 2002

IMPORTANT NOTICE

This notice gives permission under Article 19 of the Planning and Building (Jersey) Law 2002, as amended. In accordance with Article 24(i) of the Law the grant of this permission enures (except insofar as the permission otherwise provides) 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.

The development stated below may also require Building consent under Article 34, for which a separate application will need to be made. If you are in any doubt as to whether building permission is required please telephone the Building Applications Team on 448407 who will be pleased to help.

The Minister for Planning & Environment, having considered your application hereby GRANTS PERMISSION TO DEVELOP LAND¹ under Article 19 of the Planning and Building (Jersey) Law 2002.

Demolish existing dwellings and construct 16 No. four bedroom, 4 No. two bedroom and 1 No. three bedroom dwellings. AMENDED PLANS RECEIVED

To be carried out at:

Les Squez Estate, Le Squez Estate, St. Clement, JE2 6TT.

PLEASE NOTE

This decision is purely permissive and in no way absolves 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 an applicant from the need to obtain the permission of the owner of the land to which a permission relates.

The proposed development is considered to be acceptable having considered all of the material considerations raised. In particular, the development has been assessed against Policies GD 1, GD 7, H 4 and H 6 of the 2011 Island Plan in which the principles of residential development are acceptable in the Built-Up Area subject to criteria such as the suitability of the site to accommodate development without adversely impacting on amenities of both local residents and the area in general and with suitable access, parking and drainage arrangements available. In this

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case, the erection of residential development is regarded as acceptable because the design, siting and appearance of the dwellings are acceptable: they can be accommodated on the site without adversely impacting on the amenities of adjoining neighbours; the development makes best use of previously developed land in accordance with the principles of sustainability; the development can provide suitable drainage and parking arrangements and the proposals will not generate unacceptable levels of traffic generation on the adjoining public highway.

Informative

The applicant's attention is drawn to the consult response from Environmental Protection dated 17th December 2013 regarding asbestos and waste management.

This application has been the subject of a Planning Obligation Agreement.

Subject to compliance with the following conditions and approved plan(s):

Standard Condition

- A. If the development hereby permitted has not commenced within five years of the decision date, this permission shall cease to be valid.

Reason: The Minister for Planning & Environment reserves the right to reconsider this proposal consequent on any future change of circumstances or policy.

Condition(s):

1. The development shall be carried out strictly in accordance with the deposited plans and drawings. No variations shall be made without the prior written approval of the Minister for Planning and Environment.
2. Prior to the first commencement of any superstructure works on site, samples of all the materials to be used in the construction of the new development shall be submitted to and approved in writing by the Minister for Planning and Environment. The retained architect for the scheme is to specify all materials including windows, downpipes, hoppers, gutters, railings, roof materials, render finish and road/footpath/driveway surfacing. The approved scheme shall be implemented in full and shall be retained and maintained as such.

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3. Unless otherwise agreed in writing with the Minister for Planning and Environment, the architect for the development as approved shall be retained for the duration of the construction period. The architect (or another architect approved by the Minister for Planning and Environment in writing before engagement), shall provide written confirmation to the Minister for Planning and Environment of the standard of construction for each dwelling unit prior to first occupation, together with a written endorsement/confirmation of the satisfactory final completion of the scheme.

4. The windows and doors of the proposed development shall be set back a minimum of 75mm from the edge of the render around the window and door openings. The windows are to be multi-pane and all windows and doors are to be constructed of powder coated aluminium unless otherwise agreed in writing with the Minister for Planning and Environment.

5. Prior to first occupation, the new residential dwellings hereby approved shall achieve a Level 3 Sustainability Rating as set out in the Code for Sustainable Homes (Communities and Local Government, December 2006) or similar local relevant standard to be approved in writing by the Minister for Planning and Environment. Compliance with this rating shall be certified by a registered assessor and shall be confirmed and approved in writing by the Minister for Planning and Environment within 6 months of the date of this Permit.

6. All dwelling units hereby approved shall have an accessible electric outlet for recharging electric vehicles off-street. Before the first occupation of any dwelling, precise details of the proposed location of each electric outlet shall be submitted to and approved in writing by the Minister for Planning and Environment. The approved scheme shall be implemented in full and retained and maintained as such.

7. Notwithstanding the provisions of the Planning and Building (General Development) (Jersey) Order 2011 (or any order revoking and re-enacting that order with or without modification), the following development shall not be undertaken without express planning permission first being obtained from the Minister for Planning and Environment.

- Extension to the dwelling (to include a conservatory);
- Free standing buildings within the curtilages of the dwelling;
- Addition or alteration to the roof;
- Erection of a porch, and

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Planning Application Number P/2013/1712

- Any windows or dormer windows.

8. Prior to the commencement of development, details shall be submitted to and approved by the Minister for Planning and Environment, to provide a Demolition and Construction Environmental Management Plan to be thereafter implemented and maintained until completion of the development. The Demolition and Construction Environmental Management Plan shall include:

A demonstration of compliance with best practice in relation to noise and vibration control, and control of dust and emissions;

B. Details of a publicised complaints procedure, including office hours and out-of-hours contact numbers;

C. Specified hours of working, including deliveries (0800 to 1800, Monday to Friday, 0800 to 1300 on Saturdays, with no work on Sundays, Bank Holidays or Public Holidays).

D. Details of the proposed management of traffic and pedestrians.

E. Details of the location of the site compound, materials storage area and loading/unloading arrangements.

F. Details of the method of disposal of any asbestos material found on site.

9. Prior to the commencement of the development hereby permitted, full details of the provisions and arrangements to be made for the storage, sorting, recycling and disposal of refuse must be submitted to and approved in writing by the Minister for Planning and Environment to be thereafter implemented prior to first occupation and maintained in perpetuity.

10. All details contained within the Waste Management Plan shall be fully complied with unless otherwise agreed to in writing by the Minister for Planning and Environment.

11. All planting and landscaping shall be carried out strictly in accordance with the submitted and approved Landscape Plan. No variations shall be made without the prior written approval of the Minister for Planning and Environment. The approved scheme shall be undertaken within the first available planting season and any trees or shrubs which die, are removed or become seriously diseased within a period of five years from the date the planting first takes

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Planning Application Number P/2013/1712

place, shall be replaced in the next planting season with others of a similar size and species. The Landscape Architect must give written confirmation to the Minister for Planning and Environment that they are satisfied that the works are completed in accordance with the approved plans and the quality of the materials and workmanship is of the highest order.

12. In conjunction with Condition 11 above, a Landscape Management Plan including long term objectives, management responsibilities and maintenance schedules for all the landscaped areas shall be submitted to and approved in writing by the Minister for Planning and Environment prior to the first occupation of any part of the development.

Reason(s):

1. For the avoidance of doubt and in accordance with the requirements of Policy GD 1 of the Adopted Island Plan 2011.
2. To safeguard the character and appearance of the area and in accordance with the requirements of Policy GD 1 of the Adopted Island Plan 2011.
3. To safeguard the visual amenities of the area and to ensure the use of appropriate detailing in accordance with the requirements of Policies GD 1 and GD 7 of the Adopted Island Plan 2011.
4. To safeguard the character and appearance of the area in accordance with the requirements of Policies GD 1 and GD 7 of the Adopted Island Plan 2011.
5. To accord with the provisions of Policy GD 1 of the Adopted Island Plan 2011.
6. So as to accord with the provisions of Policy GD 1 of the Adopted Island Plan 2011.
7. To enable the Minister for Planning and Environment to control the development and so safeguard the character and visual amenities of the area and to ensure that adequate private amenity space is retained within the curtilage of the dwelling in compliance with the requirements of Policy GD 1 of the Adopted Island Plan 2011.

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Planning Application Number P/2013/1712

8. In the interests of protecting the amenities of the area generally and to accord with Policy GD1 of the Jersey Island Plan 2011.
9. To ensure that waste and refuse is stored and disposed of without harming the amenities of the occupiers of neighbouring properties or the surrounding area, in accordance with Policy GD 1 of the Island Plan, 2011.
10. To ensure that all generated waste is managed without harming the amenities of the occupiers of neighbouring properties or the surrounding area, in accordance with Policy GD 1 of the Island Plan, 2011.
11. To safeguard the character and appearance of the area in accordance with the requirements of Policy GD 1, NE 1, NE 2 and NE 4 of the Adopted Island Plan 2011.
12. To ensure a satisfactory form of development and continuing standard of amenities are provided and maintained in accordance with the requirements of Policies GD 1 and NE 4 of the Adopted Island Plan 2011.

FOR YOUR INFORMATION:

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

The following plans have been approved:

- 1-Location Plan
- 2-Existing Site Layout 4959/06
- 3-Proposed Site Layout 4959/40D
- 4-Proposed Site Sections / Elevations 4959/41D
- 5-Proposed GA Bin Store & Re-Cycling Area 4959/42
- 6-Proposed GA House Type A Sheet 01 4959/45A
- 7-Proposed GA House Type A Sheet 02 4959/46A
- 8-Proposed GA House Type A Detailed Section & Elevation 4959/47A
- 9-Proposed GA House Type B Sheet 01 4959/50A
- 10-Proposed GA House Type B Sheet 02 4959/51A
- 11-Proposed GA House Type C Sheet 01 4959/55B
- 12-Proposed GA House Type C Sheet 02 4959/56B
- 13-Landscape Site Plan 001 P2
- 14-Design Statement
- 15-Initial Ecological Assessment

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16-Site Waste Management Plan
17-Soft Landscape Statement

If written representations were made on this application this permission shall not have effect for a period of 28 days from the date of this notice, in order to allow for the lodging of any 'third party' appeal against the decision under Article 114 of the Law of the Planning and Building (Jersey) Law 2002.

If during this period a person appeals in accordance with Article 114 of the Law, the decision shall not have effect until either the appeal is withdrawn or is determined. When any such appeal is determined the decision shall have effect, if at all, in accordance with that determination.

Signed for Director

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FOURTH SCHEDULE
The Owner's Covenants with the Minister

The Owner covenants, agrees and undertakes:

COMMENCEMENT

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

EASTERN CYCLEWAY

- 2 To pay the Cycleway Contribution to the Treasurer of the States prior to the Commencement of the Development
- 3 Not to Commence the Development until such time as the Cycleway Contribution has been paid to the Treasurer of the States.

FIFTH SCHEDULE

Minister's Covenants

- 1 The Minister hereby covenants with the Owner to use all sums received by the Treasurer of the States from the Owner under the terms of this Agreement for the purposes specified in this Agreement for which they are to be paid or for such other planning purposes arising from the Development as the Minister shall in his discretion consider to be reasonably appropriate in the circumstances.
- 2 The Minister covenants with the Owner that he will procure or arrange that the Treasurer of the States will pay to the Owner such amount of any payment made by the Owner to the Treasurer of the States under this Agreement which has not been expended in accordance with the provisions of this Agreement within seven years of the date of receipt by the Treasurer of the States of such payment.

Signed on behalf of the Minister

by . [redacted] PETER LE GRESLEY

in the presence of . [redacted] CHRISTOPHER JONES

this 23 day of MAY 2014

Signed on behalf of the Owner

by ... [redacted]

in the presence of ... [redacted]

this 21 day of MAY 2014