


In the Royal Court of Jersey

Samedi Division

In the year two thousand and seventeen, the twenty-second day of February.

Before the Judicial Greffier.

Upon the application of Her Majesty's Attorney General, IT IS ORDERED that the Planning Obligation Agreement between The Chief Officer for the Environment, Glamis Property Holdings Limited and The Royal Bank of Scotland International Limited in relation to Highland House, 27 Halkett 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 Highland House, 27 Halkett Street, St Helier

Dated

22 February

2017

The Chief Officer for the Environment (1)

Glamis Property Holdings Limited (2)

The Royal Bank of Scotland International Limited (3)

DATE

22 February

2017

PARTIES

- (1) The Chief Officer for the Environment, of States Offices, South Hill, St Helier, Jersey JE2 4US ("**the Chief Officer**");
- (2) Glamis Property Holdings Limited a company incorporated in Jersey with company number 66513 and with registered office at 13-14 Esplanade, St Helier, Jersey, JE1 1EE ("**the Owner**"); and
- (3) The Royal Bank of Scotland International Limited a company incorporated in Jersey with company number 2304 and with registered office at Royal Bank House, 71 Bath Street, St Helier, Jersey JE2 4SU ("**the Lender**").

RECITALS

- 1 The Owner warrants it is the owner in perpetuity (*à fin d'héritage*) of the Site to which it has right by hereditary contract of purchase from Le Riches Stores Limited dated 20 December 1996.
- 2 The Lender has an interest in the Site by virtue of two judicial hypothecs (*hypothèques judiciaire*) created by Acts of Court dated 8 October 2004 and 20 February 2009.
- 3 The Owner submitted an application (accorded the reference P/2016/1093) for planning permission for the Development.
- 4 Having regard to the purposes of the Law, the Island Plan 2011 (including without limitation policies concerning travel and transport) and all other material considerations the Chief Officer is minded to approve the grant of planning permission for the Development subject to the prior completion of this Agreement for a financial contribution towards improvements for cycling near or adjacent to the Site and footpath improvements near or adjacent to the Site
- 5 The parties hereto have agreed to enter into this Agreement in order to secure the planning obligations contained herein.
- 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 second floor. Construct second and third floors comprising of 4 No. two bed apartments and 5 No. one bed apartments." and given the reference : P/2016/1093;
"Travel and Transport Contribution"	<p>the sum of ten thousand pounds (£10,000) sterling to be paid by the Owner to the Treasurer of the States in accordance with the terms of this Agreement and to be applied by the Minister for Infrastructure towards</p> <ol style="list-style-type: none"> 1. the provision of additional cycle parking along Beresford Street and works incidental to the footway; and 2. the repair and upgrading of paving on Halkett Street outside and in the immediate vicinity of the rear passage leading to the access to the Site;
"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"	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;
"GST"	goods and services tax or GST under the Goods and Services Tax (Jersey) Law 2007;
"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;
"Interest"	interest at three per cent (3%) above the base lending rate of the HSBC Bank Plc from time to time;
"Island Plan 2011"	The States of Jersey Island Plan, 2011 (as amended from time to time);
"Law"	the Planning and Building (Jersey) Law 2002;
"Minister for Infrastructure"	the Minister for Infrastructure, including his or her successor and any person or body to whom the functions of the Minister for Infrastructure may be transferred hereafter or lawfully delegated from time to time;
"Plan"	the plan of the Site attached at the First Schedule to this Agreement;
"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 to this Agreement 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;
"Site"	the property known as Highland House, 27 Halkett Street, St Helier, (formerly bearing the numbers 16-18 Beresford Street and 27 – 30 Halkett Street) as shown for the purpose of identification edged by a thick black line and cross-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 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 expressly be stated to 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 COVENANTS

The Owner covenants and agrees with the Chief Officer as set out in the Third Schedule so that this Agreement shall be enforceable without limit of time against the Owner and any person claiming or deriving title through or under the Owner to the Site or any part or parts thereof.

6 CHIEF OFFICER COVENANTS

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

7. PUBLIC REGISTRY OF CONTRACTS

- 7.1 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.
- 7.2 The Chief Officer agrees, if so requested by the Owner, upon the discharge by the Owner of the obligations under this Agreement to formally acknowledge such discharge and to register in the Public Registry of Contracts evidence of such discharge.

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 Director - Development Control of Planning and notice or communication to the Chief Officer pursuant to the provisions of this Agreement shall be addressed to the Director - Development Control of Planning at Planning and Building Services, South Hill, St Helier, Jersey, JE2 4US or as otherwise notified for the purpose by notice in writing from the Chief Officer to the Owner.
- 8.2 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 from the Owner to the Chief Officer.
- 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 the Commencement of Development.

- 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 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 herein.
- 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 herein.
- 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 all the obligations under this Agreement have been discharged.

11 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.

12 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.

13 LENDER'S 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 person deriving title from the Owner.

14 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.

15 GOODS AND SERVICES TAX

15.1 All *cause* given in accordance with the terms of this Agreement shall be exclusive of any GST properly payable in respect thereof.

15.2 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.

16 JURISDICTION

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

FIRST SCHEDULE

The Plan

SECOND SCHEDULE
The Planning Permit

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



Planning Application Number P/2016/1093

Decision Notice

PLANNING AND BUILDING (JERSEY) LAW 2002

In accordance with Article 19(8) of the Planning and Building 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 second floor. Construct second and third floors comprising of 4 No. two bed apartments and 5 No. one bed apartments. 3D Model Available.

To be carried out at:

Highland House, 27 Halkett Street, St. Helier, JE2 4WJ.

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 proposal is to rebuild/convert the second floor from ancillary storage space to residential and construct a third floor for new residential apartments which is acceptable in principle within the Built up Area.

There is no car parking at present and none can physically be provided on site. Considering its central highly sustainable location in close proximity to public transport, shops, services and employment, it is considered acceptable in this instance. Cycle parking for each apartment will be provided on the site.

The scale and siting will be in keeping with the street scene and the

APPROVED

Decision Notice

PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2016/1093

proposal will not have an unreasonable impact on neighbouring uses.

This permission is granted subject to compliance with the following conditions and approved plan(s):

- A. The development shall commence within five 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.

Condition(s):

1. No part of the development hereby approved shall be occupied until the cycle parking facilities as indicated on the approved plan have been wholly constructed in accordance with the approved plans. The facilities shall thereafter be retained solely for the use of occupants of the development and maintained as such.
2. Prior to their first use on site, samples of all external materials to be used shall be submitted to and approved in writing by the Department of the Environment. The approved materials shall be implemented in full and thereafter retained and maintained as such.
3. No part of the development hereby approved shall be occupied until the provisions and arrangements to be made for the storage, sorting, recycling and disposal of refuse are completed in accordance with the approved plans, and thereafter be retained and maintained as such.

Reason(s):

1. In the interests of promoting sustainable patterns of development, in accordance with Policies TT9 and SP6 of the Adopted Island Plan 2011 (Revised 2014).
2. To promote good design and to safeguard the character and appearance of the surrounding area, in accordance with Policies GD1 and GD7 of the Adopted Island Plan 2011 (Revised 2014).
3. In accordance with Policy WM1 of the Adopted Island Plan 2011

APPROVED

Decision Notice

PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2016/1093

(Revised 2014).

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:

Location Plan 001A
Existing Ground Floor Plan 5360-002A
Existing First Floor Plan 5360-003A
Existing Second Floor Plan 5360-004A
Existing Site Photos 5360-007A
Existing North Elevation 5360-006A
Existing West Elevation 5360-005A
Proposed Ground Floor Plan 5360-030B
Proposed First Floor Plan 5360-031B
Proposed Second Floor Plan 5360-032D
Proposed Third Floor Plan 5360-033C
Proposed Roof Plan 5360-034A
Proposed North Elevation 5360-035B
Proposed West Elevation 5360-036B
Proposed East Elevation & Section 5360-037B
Proposed 3D Views 5360-038A
Proposed 3D Views 5360-039A
Proposed Waste Management Report
Proposed Percentage for Art Statement
Proposed Design Statement
Proposed Archaeological Statement

DECISION DATE:

The development may also require building permission, 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.

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 to the Chief Officer not less than twenty-eight (28) days' notice in writing of its intention so to do.

CYCLEWAY CONTRIBUTION

- 2 To pay the Travel and Transport 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 Travel and Transport Contribution has been paid to the Treasurer of the States.

FOURTH SCHEDULE

Chief Officer's covenants

1. The Chief Officer covenants with the Owner to, at the written request of the Owner from time to time, to provide written confirmation of the discharge of the obligations contained in this Agreement (or any of them) including providing such accounts or other evidence supporting the obligations at paragraph 2 of this Schedule, when and to the extent that the Chief Officer is satisfied that such obligations have been performed.
2. The Chief Officer hereby covenants with the Owner to use (or to procure that the Minister for Infrastructure shall 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.
3. The Chief Officer 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 five years of the date of receipt by the Treasurer of the States of such payment.

Signed on behalf of the Chief Officer:

[Redacted signature]

Name and Position: PETER LE GRESLEY (DIRECTOR)

in the presence of

[Redacted signature]

Name and Position: Jonathan Gladwin (Senior Planner)

this 9th day of February 2017

Signed on behalf of Glamis Property Holdings Limited

[Redacted signature]

Name and Position: Richard John Stobart Prosser
Director

in the presence of

Harriet Taylor [Redacted signature]

Name and Position: Assistant Administrator

this 12 day of January 2017

Signed on behalf of the The Royal Bank of Scotland International Limited

[Redacted signature]

Name and Position: Timothy Brian Slatter
Portfolio Management
Corporate Finance

Signed as a Deed by The Royal Bank of Scotland International Limited, a Company incorporated in Jersey

Timothy Brian Slatter
Being a person who in accordance with the laws of that territory is acting in the authority of the Company.

in the presence of

JARIE DAVID SOULSBY [Redacted signature]

Name and Position..... JANIE DAVID SOULSBY
RELATIONSHIP DIRECTOR
this 18TH day of JANUARY 2017