

**PLANNING OBLIGATION AGREEMENT UNDER ARTICLE 25 OF  
THE PLANNING AND BUILDING (JERSEY) LAW 2002  
RELATING TO THE DEVELOPMENT OF SLATE HOUSE, LA GRANDE  
ROUTE DE ST CLEMENT, ST CLEMENT**

Dated :

21<sup>st</sup> February

2014

The Minister for Planning and Environment (1)

St Clement's Growers (Jersey) Ltd (2)

DATE

21<sup>st</sup> February

2014

**PARTIES**

- (1) The Minister for Planning and Environment of States Offices, South Hill, St. Helier, Jersey, JE2 4US ("the Minister"); and
- (2) St Clement's Growers (Jersey) Ltd (Co Regn. No 778), Slate House, La Grande Route de St. Clement, St. Clement, JE2 6QQ ("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 by virtue of a contract of purchase from Ruby Julia De Gruchy passed before the Royal Court on 1<sup>st</sup> February, 1958.
- 3 The Owner submitted the Application to the Minister and the parties have agreed to enter into this Agreement in order to secure the planning obligations contained in this Agreement.
- 4 The Owner acknowledges that this Agreement is legally binding.
- 5 Having regard to the purposes of the Law the Island Plan 2011 and all other material considerations the Minister decided to grant planning permission for the Development subject to the completion of this Agreement.

NOW THIS AGREEMENT WITNESSES AS FOLLOWS:

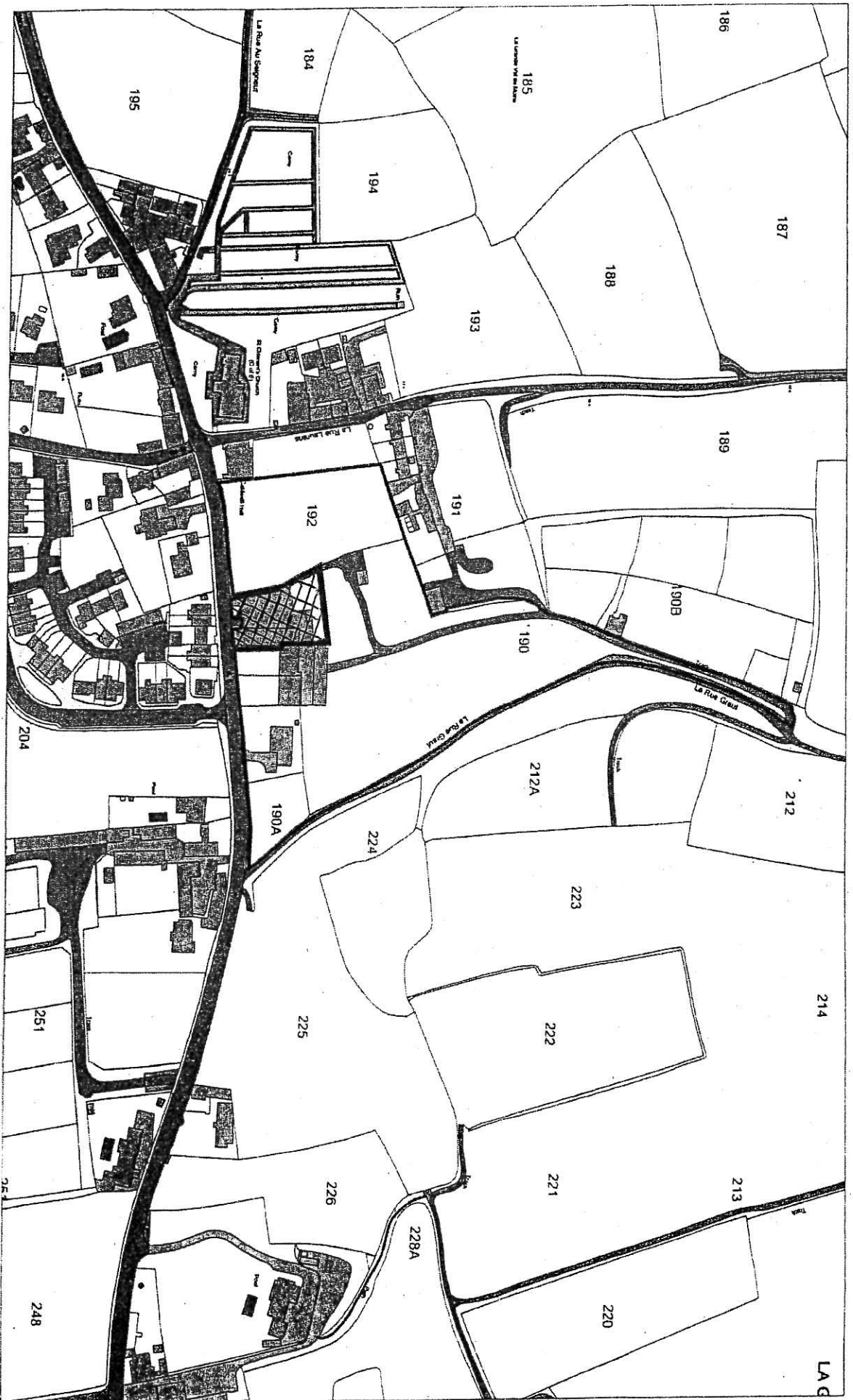
**OPERATIVE PART**

**1 DEFINITIONS**

For the purposes of this Agreement the following expressions shall have the following meanings:

"Application" the application for planning permission dated 5th September 2013 submitted to the Minister for the Development and allocated reference number P/2013/0188

"Commencement of Development" the date on which any use or operation forming part of the Development begins to be carried out including for the avoidance of any doubt operations consisting of site clearance, demolition work, tree removal, archaeological investigations, investigations for the purpose of assessing ground conditions, remedial work in respect of any contamination or other adverse



03 January 2013

# LOCATION PLAN

SCALE 1: 2500

States  
of Jersey

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	ground conditions, diversion and laying of services, erection of any temporary means of enclosure, the temporary display of site notices or advertisements
"Development"	the Development of the Site to Convert existing barn into 3 No. residential units, construct new five bay carport and various external works to include landscaping as set out in the Application
"GST"	means the goods and services tax under the Goods and Services Tax (Jersey) Law 2007
"Cycleway Contribution"	means the sum of three thousand pounds (£3,000) 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"	all Items Index of Retail Prices for Jersey as issued by the Statistics Unit to the States of Jersey
"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 attached to this Agreement
"Planning Permit"	the planning permission subject to conditions to be granted by the Minister pursuant to the Application a draft of which is annexed to this Agreement
"Site"	Slate House, La Grande Route de St Clement, St Clement against which this Agreement may be enforced as shown cross hatched black on the Plan
"Treasurer of the States"	the person appointed as such for the time being in accordance with Part 5 of the Public Finances (Jersey) Law 2005

## 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 interchangeable 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 Owners under this Agreement create planning obligations pursuant to Article 25 of the Law and are enforceable by the Minister against the Owners.

### **4 CONDITIONALITY**

This Agreement is conditional upon being registered in the Royal Court as evidenced by an Act of the said Court.

### **5 THE OWNERS COVENANTS**

The Owner covenants and agrees with the Minister as set out in the First Schedule to the intent 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 THE MINISTER'S COVENANTS**

The Minister covenants with the Owner as set out in the Second Schedule.

### **7 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.



## 8 MISCELLANEOUS

8.1 Where the agreement, approval, consent or expression of satisfaction is required by the Owners 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 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.

8.2 Any notices on the Owner shall be deemed to have been properly served if sent by recorded delivery to and addressed to it at the address set out above or as otherwise notified for the purpose by notice in writing and that service on one party at that address shall also be deemed to be service on the other.

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, revoked or otherwise withdrawn or (without the consent of the Owner) it is modified 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 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 Ministers' statutory powers under the Law.

8.8 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.

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

## **9 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 for acting upon any subsequent breach or default.

## **10 CHANGE IN OWNERSHIP**

The Owner agrees with the Minister to give the Minister immediate written notice of any change in ownership of any of their interest in the Site occurring before all the obligations under this Agreement have been discharged such notice to give details of the transferee's full name and registered office (if a company or usual address if not) together with the area of the Site or unit of occupation purchased by reference to a plan.

## **11 INDEXATION**

Any sum referred to in the First Schedule shall be increased by an amount equivalent to the increase in the Index from the date hereof 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 GST**

All cause given in accordance with the terms of this Agreement shall be exclusive of any GST properly payable

## **14 JURISDICTION**

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

## **FIRST SCHEDULE**

### **The Owners Covenants with the Minister**

The Owner covenants and agrees and undertakes to pay to the Treasurer of the States the Cycleway Contribution on the execution of this Agreement

## **SECOND 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.
- 3 To issue the Planning Permit to the Owner



Planning Application Number P/2013/1290

# 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 LAND<sup>1</sup> under Article 19 of the Planning and Building (Jersey) Law 2002.

Convert existing barn into 3 No. residential units, construct new five bay carport and various external works to include landscaping.

To be carried out at:

**Slate House, La Grande Route de St. Clement, St. Clement, JE2 6QQ.**

**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.

**REASONS FOR APPROVAL:** The proposed development is considered to be acceptable having considered all of the material considerations raised. In particular, the development has been assessed against Policy GD1 of the Adopted Island Plan, 2011 in which there is no presumption against development, and Policy NE7 for which there is a general presumption against development, and Policy HE1 for which there will be a presumption in favour of the preservation of the architectural and historic character and integrity of Listed buildings and places, and their settings.

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# Decision Notice

## PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2013/1290

In this case, the proposed refurbishment of Block 'A' to create three residential units and the construction of a new garage block on the foundations of the former agricultural buildings, now demolished, is regarded as acceptable because attempts to create commercial enterprise on the site have failed due to the inadequacies of the site in Planning terms. Further, the history of conversion into residential premises of the other former farm buildings is considered to be a suitable low key use in this rural setting. Also the conversion is considered appropriate as Block 'A' is the last remaining historic building within the group and will now be fully restored thereby providing a sustainable use for the former agricultural building.

One representation has been received that does not object to the residential use. The scheme has been considered against the Policy criteria of the Adopted Island Plan, 2011 and it is considered that the proposals accord with the terms of Policy GD1; GD7; SP1; NE7; HE1; HE2; E1; ERE4 & TT3 of the Adopted Island Plan, 2011 in that it does not have an unreasonable impact on surrounding neighbouring amenities; the historic setting and character of the listed farm group of buildings or the character of the countryside.

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.

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# Decision Notice

## PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2013/1290

### Condition(s):

1. The development hereby approved shall be carried out entirely in accordance with the plans and documents permitted under this permit. No variations shall be made without the prior written approval of the Minister for Planning and Environment.
2. Notwithstanding the indications on the approved plans, prior to the commencement of the development hereby permitted, full details of all external materials to be used to construct the car port shall be submitted to and approved by the Minister for Planning and Environment, and once agreed implemented in full.
3. All new external and internal works and finishes and works of making good to the retained fabric, shall match the existing original work adjacent in respect of methods and materials, detailed execution and finished appearance, unless otherwise agreed in writing by the Minister for Planning and Environment.
4. Prior to commencement of works on site details of the design, location and materials for all new or replacement rainwater goods (gutters, down pipes, hopper heads and soil pipes) shall be submitted to and agreed in writing by the Minister for Planning and Environment, and once agreed implemented in full.
5. Prior to commencement of the works, hereby approved, constructional drawings to a scale of no less than 1:20 fully detailing the repairs to existing windows and replacement windows & shutters for the barn and cottage shall be submitted to and agreed in writing by the Minister for Planning and Environment and installed and completed accordance with the approved details.
6. The roof lights approved as part of the development must be conservation roof lights and must be fitted so that the outer plane of the roof light lies flush with the outer plane of the roof covering.
7. The development hereby permitted shall not be commenced until there has been submitted to and approved in writing by the Minister for Planning and Environment, a scheme of landscaping which shall provide details of the following;

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# Decision Notice

## PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2013/1290

- i) all existing trees, hedgerows and other plants, walls, fences and other features which it is proposed to retain on the site and on adjoining land within the same ownership;
- ii) the position of all new trees and/or shrubs, this must include the species of plant(s)/tree(s) to be planted, their size, number and spacing and the means to be used to support and protect them;
- iii) other landscape treatments to be carried out or features to be created, for example, any excavation works, surfacing treatments of designated car parking and accesses including any path ways within Field 192 (if relevant), and court yard areas or means of enclosure;
- iv) the measures to be taken to protect existing trees and shrubs; and,
- iv) the arrangements to be made for the maintenance of the landscaped areas.

8. All planting and other operations comprised in the landscaping scheme approved under this permission, shall be carried out and completed in the first planting season following the commencement of the development of the development. Any planting losses shall be replaced with similar species as those previously agreed for a period of 5 years from the date the planting first takes place.

9. The 15 no. parking spaces, inclusive of two visitor parking spaces, shown on Planning Document PL 01 (proposed Site Plan) shall be permanently kept available for the parking of vehicles by the occupiers of Blocks 'A' & 'B', Slate House, St Clement, and for no other purpose.

10. Works to the Lavoir should not be undertaken as part of this application and that the Lavoir shall be fully protected during the duration of the works on site, hereby approved.

11. Prior to the commencement of development an Ecological Survey of the site to appraise the presence / absence of bats, or any other protected species, and to ensure adequate mitigation is in place, shall be submitted to and agreed in writing by the Minister for Planning and Environment. The Ecological Survey shall be undertaken by a person, and to a methodology / timetable, to be agreed in advance by the Minister for Planning and Environment.

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# Decision Notice

## PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2013/1290

12. Prior to commencement of development on site the Structural Report compiled by Hartigan's shall be amended to remove reference to the whole sale replacement of windows to Block 'A', and shall be submitted to and agreed in writing by the Minister for Planning and Environment. Thereafter the refurbishment works shall be carried out in accordance with the Method Statement contained within the report.

### Reason(s):

1. To ensure that the development is carried out and completed in accordance with the details approved by the Minister for Planning and Environment to accord with Policy GD1 of the Adopted Island Plan, 2011.
2. To safeguard the visual amenities of the area, in accordance with Policy GD 7 of the Adopted Island Plan, 2011.
3. To ensure that special regard is paid to the interests of protecting the architectural and historical interest, character and integrity of the building under the provisions of Policies HE 1; SP 4 & NE 7 of the Adopted Island Plan, 2011.
4. To ensure that special regard is paid to the interests of protecting the architectural and historical interest, character and integrity of the buildings under the provisions of Policies HE 1; SP 4 & NE 7 of the Adopted Island Plan, 2011.
5. To ensure that special regard is paid to the interests of protecting the architectural and historical interest, character and integrity of the building under the provisions of Policies HE 1; SP 4 & GD 7 of the Adopted Island Plan, 2011.
6. The type and installation of roof light has been specified to ensure that their/its insertion is not harmful to the character of this registered building, in accordance with Policies HE 1 & SP 4 of the Adopted Island Plan, 2011.
7. To ensure that before development proceeds provision is made for a landscaping regime that will enhance the appearance of the development and help to assimilate it into the landscape, in accordance with Policies NE 7; HE 1 & SP 4 of the Adopted Island Plan, 2011.

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# Decision Notice

## PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2013/1290

8. To ensure that the benefits of the approved landscaping scheme are not delayed and consequently make an early contribution to the amenity of the site in the interest of sustaining and enhancing landscape quality, in accordance with Policies NE 7; HE 1 & SP 4 of the Adopted Island Plan, 2011.

9. To ensure the permanent provision of on-site car-parking for vehicles, in the interests of highway safety and amenity, in accordance with Policy GD 1 of the Adopted Plan, 2011.

10. To protect the structure and appearance of this registered structure, in accordance with Policies SP 4 & HE 1 of the Adopted Plan, 2011.

11. To ensure that significant harm is not caused to protected species and / or their habitats, in accordance with Policy NE 2 of the Adopted Island Plan, 2011.

12. To ensure that special regard is paid to the interests of protecting the architectural and historical interest, character and integrity of the buildings under the provisions of Policy HE1 of the Adopted Island Plan, 2011.

INFORMATIVE: As the site is located within the area where the Eastern Cycle Route will potentially pass through the application will be subject to a Planning Obligation Agreement (P.O.A.) for the delivery of a financial contribution towards the delivery of the Eastern Cycle Route as required by Policy TT3. (Likely to be in the region of £1,000 per unit). Terms of the P.O.A. shall be agreed to within 3 months of the Decision Date of the application.

### FOR YOUR INFORMATION:

The approved plans can be viewed on the Planning Register at [www.gov.je/planning](http://www.gov.je/planning)

The following plan(s) has/have been approved.

Location Plan  
Proposed Site Plan PL01  
Proposed Ground Floor Plan PL02  
Proposed First Floor Plan PL03  
Proposed Gallery Level PL04  
Proposed Sections A-A, B-B and C-C PL05

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# Decision Notice

## PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2013/1290

Proposed North & East Elevations PL06A  
Proposed West & South Elevations PL07A  
Proposed Car Parking Shed Elevations and Plan PL08  
Proposed Car Parking Shed Elevations PL09  
Proposed First Floor Doors and Railings PL10  
Proposed Units 2 and 3 Entrance Doors PL11  
Proposed Entrance Door Unit 1 PL12  
Proposed Ground Floor Windows PL13  
Proposed First Floor Windows PL14

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

APPROVED

Signed on behalf of St Clement's Growers (Jersey) Ltd

[Redacted Signature]

(Director)

[Redacted Signature]

(Director, Co. Secretary)

Name and Position.....

Jonathan Richard Hughes  
Advocate of the Royal Court  
Ogier House  
The Esplanade  
St Helier, Jersey.....  
Channel Islands  
JE4 9WG

In the presence

[Redacted Signature]

Name and Position.....

This 20 day of February 2014

Signed on behalf of the M

[Redacted Signature]

by.....

Name and Position... ANDREW SCATE CEO DEPT OF ENVIRONMENT

[Redacted Signature]

in the presence of.....

Name and Position... [Redacted Signature] Mgr. of CONVEYANCING LTD

this 21<sup>st</sup> day of February 2014