

**Planning Obligation Agreement under Article 25 of the
Planning and Building (Jersey) Law 2002 (As Amended)**

relating to the development of Logie Point (Formerly La Corniche/Le
Chalet Hotel) La Rue De La Corbiere, St Brelade

Dated:

2015

The Chief Officer for Planning and Environment (1)

Goetz Eggelhoefer and Fiona Jane Eileen Eggelhoefer (née Campbell) (2)

DATE

2015

PARTIES

- (1) The Chief Officer for Planning and Environment of States Offices, South Hill, St Helier, Jersey JE2 4US ("the Chief Officer")
- (2) Goetz Eggelhoefer and Fiona Jane Eileen Eggelhoefer (née Campbell) c/o Ogier, 44 Esplanade, St Helier, Jersey JE4 9WG ("the Owners")

RECITALS

- 1 The Owners warrant that they are the owners in perpetuity (à fin d'héritage) of the Site
- 2 An application was submitted 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 Chief Officer 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 Chief Officer would not be so minded
- 3 The parties acknowledge that this Agreement is legally binding
- 4 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:

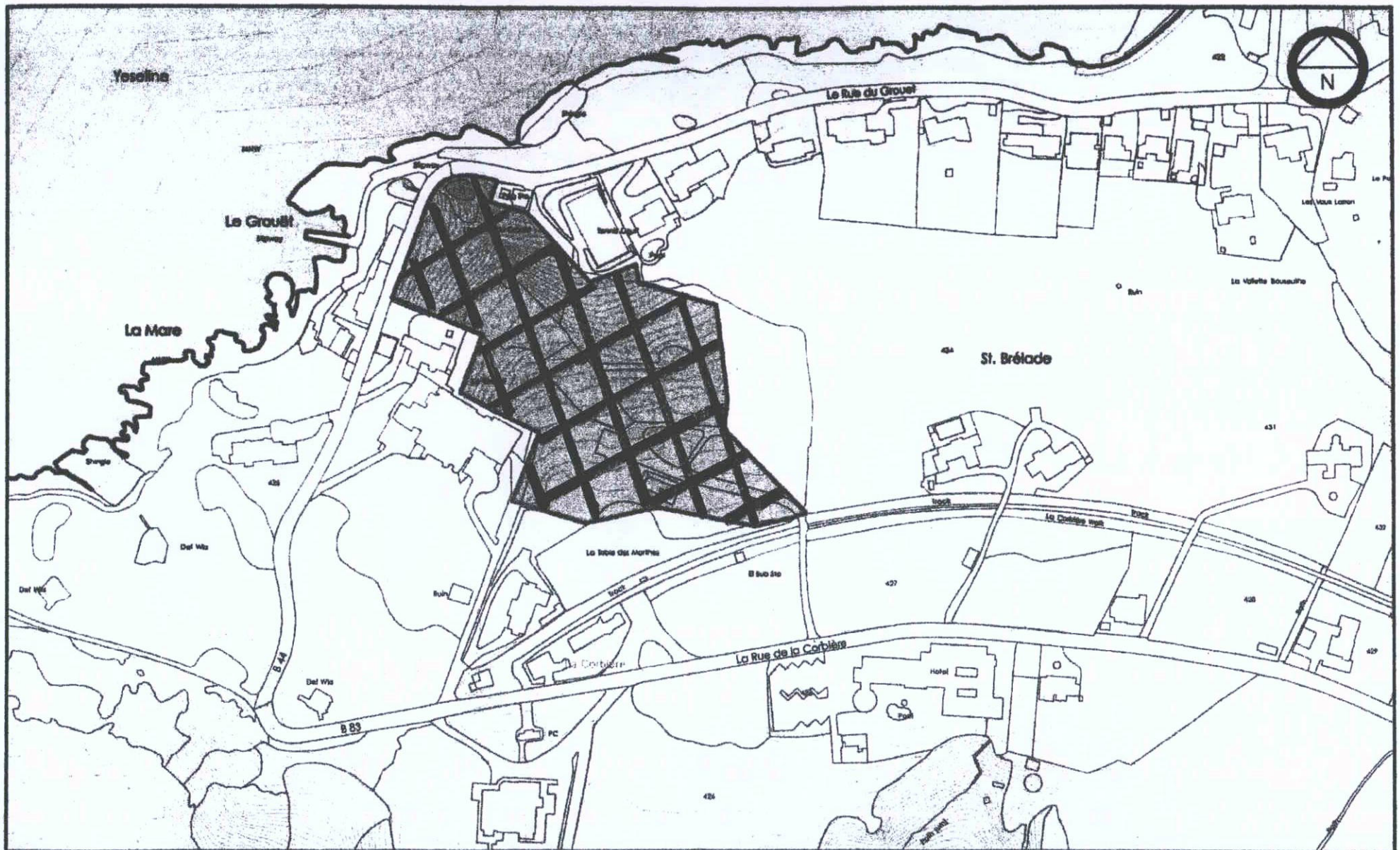
"Chief Officer"		the person appointed from time to time as the chief executive officer (or equivalent) of the administration of the States responsible for planning and building in accordance with Article 1 of the Law
"Commencement"		the date on which any operation forming part of the Development permitted by the Planning Permit or any subsequent planning permission the Development begins to be carried out and "Commence" and "Commenced" shall be construed accordingly;
"the Development"		the development of the Site in accordance with the Planning Permit - Planning Application Number P/2014/1462 bearing the description <i>"Construct 1 No. three bedroom dwelling with connected one bedroom guest accommodation and one bedroom attendant accommodation. Construct 1 No. two bedroom dwelling with connected office space. Earthworks to include demolition of swimming pool, creation of pond and associated landscaping"</i> ;
"Existing Planning"		Means:

Consents"		<p>1. planning permission under reference P/2007/2055 and subsequent revised plans references RP/2012/0624 and RP/2013/1745;</p> <p>2. planning permission under reference 12241/A/1/O;</p> <p>3. planning permission under reference 2197/V/O/O;</p> <p>4. planning permission under reference P/2003/2455;</p> <p>5. planning permission under reference PP/2005/0032;and</p> <p>6. planning permission under reference RC/2013/0211</p>
"GST"		goods and services tax under the Goods and Services Tax (Jersey) Law 2007;
"Interest"		interest at three per cent 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(as amended);
"the Plan"		the plan annexed to this agreement;
"Planning Permit"		the planning permission for the Development a copy of which is attached at the Second Schedule;

"Royal Court"		the Royal Court of the Island of Jersey;
"the Site"		the property of the Owners as shown by grey shading and black cross-hatching on the Plan and as is more fully described in the First Schedule 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 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



RIVA ARCHITECTS

LOGIE POINT

LOCATION PLAN
SCALE 1:2500

August 2014

Licence No.

J 57

Copyright: States of Jersey 2013

3 LEGAL BASIS

- 3.1 This Agreement is made pursuant to Article 25 of the Law.
- 3.2 The covenants, restrictions and requirements imposed upon the Owners under this Agreement create planning obligations pursuant to Article 25 of the Law and are enforceable by the Chief Officer against the Owners.

4 CONDITIONALITY

This Agreement is conditional and shall come into effect upon:

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

save for the provisions of Clause 13 jurisdiction and Schedule 3 Paragraph 1 which shall come into effect immediately upon completion of this Agreement

5 OWNERS COVENANTS

- 5.1 The Owners covenant and agree with the Chief Officer as set out in the Third Schedule so that this Agreement shall be enforceable without limit of time against the Owners and any person claiming or deriving title through or under the Owners to the Site or any part or parts thereof.
- 5.2 The Owners hereby surrender and relinquish without claiming any compensation all their rights conferred by the Existing Planning Consents which said planning consents shall be deemed to be revoked by this Agreement.

6 PUBLIC REGISTRY OF CONTRACTS

The Chief Officer shall as soon as practicable apply to the Royal Court for an order that this Agreement be registered in the Public Registry of Contracts.

7 MISCELLANEOUS

- 7.1 The Owners shall pay to the Chief Officer on completion of this Agreement the reasonable legal costs of the Minister incurred in the negotiation, preparation and completion of this Agreement.
- 7.2 Where the agreement, approval, consent or expression of satisfaction is required by the Owners from the Chief Officer under the terms of this Agreement such agreement, approval or consent or expression of satisfaction shall not be unreasonably withheld or delayed and any such agreement,

consent, approval or expression of satisfaction may be given on behalf of the Chief Officer by the 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 at Planning and Building Services South Hill St Helier Jersey JE2 4US or as otherwise notified for the purpose by notice in writing.

- 7.3 Any notices on the Owners shall be deemed to have been properly served if sent by ordinary post to and addressed to such party at the address referred to above or as otherwise notified for the purpose by notice in writing.
- 7.4 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.
- 7.5 This Agreement shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permit shall be quashed, cancelled, revoked or otherwise withdrawn or (without the consent of the Owners) modified (other than by process under Article 10 of the Law) by any statutory procedure or expires prior to Commencement;
- 7.6 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.
- 7.7 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.
- 7.8 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 Owners in favour of the Chief Officer under this Agreement are in addition to any of the Chief Officers' statutory powers under the Law

- 7.9 Nothing in this Agreement shall be construed or interpreted in such a way or inference to be drawn so as to place or create a duty of care upon the Chief Officer as a result of the Chief Officer agreeing to accept the covenants agreements and undertakings on the part of the Owners as contained herein
- 7.10 The Owners shall not be entitled to any costs or compensation as a result of the making of this Agreement and the obligations contained 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 Chief Officer of any breach or default in performing or observing any of the covenants terms or conditions of this Agreement shall constitute a continuing waiver and no such waiver shall prevent the Chief Officer from enforcing any of the relevant terms or conditions or from acting upon any subsequent breach or default.

9 CHANGE IN OWNERSHIP

The Owners agree with the Chief Officer to give the Chief Officer written notice (as soon as reasonably practical following such change) of any change in ownership of 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 purchased by reference to a plan.

10 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.

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 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 Deed 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 JURISDICTION

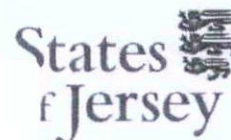
This Agreement is governed by and interpreted in accordance with the law of the Island of Jersey.

FIRST SCHEDULE

Details of the Owner's Title, and description of the Site

The Owners have an interest in the Site in perpetuity (à fin d'héritage) by virtue of a hereditary purchase by contract from B & V Holdings Limited passed before the Royal Court on 11th July 2014

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



SECOND SCHEDULE The Planning Permit

xx/xx/xxxx

Guz Architects
c/o Riva Architects
Industria House
Red Houses
St Brelade
JE3 8LD

Planning Application Number P/2014/1462

Dear Sir/Madam

Application Address:	Logie Point (formerly Le Chalet Hotel/La Corniche), La Rue de la Corbiere, St Brelade, JE3 8HN
Description of Work:	Construct 1 No. three bedroom dwelling with connected one bedroom guest accommodation and one bedroom attendant accommodation. Construct 1 No. two bedroom dwelling with connected office space. Earthworks to include demolition of swimming pool, creation of pond and associated landscaping.

Please find enclosed the decision notice for the above application.

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 please 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. How to do this is set out in Supplementary Planning Guidance Practice Note No. 3 available online at www.gov.je.

Yours sincerely

Lawrence Davies
Planner, Development Control
Planning Services, South Hill, St. Helier, Jersey, JE2 4US
direct dial: +44 (0) 1534 448472
fax: +44 (0) 1534 445528
email: l.davies@gov.je



Planning Application Number P/2014/1462

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:

Construct 1 No. three bedroom dwelling with connected one bedroom guest accommodation and one bedroom attendant accommodation. Construct 1 No. two bedroom dwelling with connected office space. Earthworks to include demolition of swimming pool, creation of pond and associated landscaping.

To be carried out at:

Logie Point (formerly Le Chalet Hotel / La Corniche), La Rue de la Corbière, St Brelade, JE3 8HN

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. A site visit has been undertaken as part of the assessment process.

The approved scheme is for the redevelopment of the existing site which has previously been approved for residential development.

The site is located within the Coastal National Park which, under the provisions of Policy NE 6, enjoys a high level of protection from development. That said,

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Decision Notice

PLANNING AND BUILDING (JERSEY) LAW 2002

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the redevelopment of existing residential sites may be permitted subject to design and landscape impact.

Work has commenced on the site in connection with the previously-approved application for four new dwellings (construction has now halted). The application now being approved is an alternative scheme for the construction of just two dwellings on the site.

This latest scheme represents a significant reduction in built floorspace when compared to the original scheme, as well as providing overall reductions in visual impact by virtue of its design and siting.

Also, there will be significant environmental improvements and restoration of natural landscape character across much of the site, as required under Policy NE 6.

The concerns of the immediate neighbours have been noted and taken into account. The principal concerns raised relate to the elevated location of the new main house and its perceived effect on their privacy, as well as the impact of elements of the design on the wider public views.

With regard to the issue of privacy, the main house has been oriented in order to take advantage of the coastal views to the north, and, in the view of the Department, any views down towards the neighbour would be oblique or incidental.

Nonetheless, in response to the neighbours' concerns, the applicants have agreed to a number of modifications to the scheme including the re-siting of the building footprint further to the east, the removal of the footpath which runs along the shared boundary and the establishment of a semi-mature hedge in this location.

With these amendments, it is not considered that the proposed main dwelling would unreasonably affect the neighbouring property's privacy and general amenity.

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.

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Reason: To ensure that the development is carried out and completed in accordance with the details approved.

Condition(s):

1. The extent of the authorised residential curtilage of each of the units shall be agreed with The Minister, prior to the occupation of any of the units hereby approved. The approved scheme shall be implemented in full and thereafter retained and maintained as such.
2. Before any works commence on site, a full Landscaping Scheme and Landscape Management Plan shall be submitted to, and agreed in writing by, the Minister for Planning and Environment following consultation with the Department of the Environment. Division. This shall include full details of the planting to the living green roofs. 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 place, shall be replaced in the next planting season with others of a similar size and species.
3. The recommendations contained within the approved Ecological Statement (dated August 2014) prepared by Nurture Ecology, shall be adhered to in full.
4. No development shall take place during the breeding season of any protected species which is present on the site, unless appropriate mitigation measures have first been agreed in writing with the Minister for Planning and Environment in consultation with the Environment Division. The development must not harm any protected habitat site.
5. Prior to the commencement of any works on site, maximum working areas around each plot and around the proposed road shall be agreed in writing with the Minister for Planning and Environment. These must minimise the area of the site which is subject to any building works or disruption during the construction of the development. Building work and the storage of equipment shall only be allowed within these authorised areas and no development works including any re-levelling, any construction, or the storage or burning of any materials are allowed outside these areas.
6. In conjunction with the requirements of Condition 5 above, no development shall take place until a scheme has been submitted to, and approved in writing by, the Minister for Planning and Environment for the parking of vehicles of site personnel, operatives and visitors, the loading and unloading of plant and materials, and the storage of plant and

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materials used in demolishing and then constructing the development.

These facilities shall be maintained in good order throughout the course of the development project.

7. Before any works commence on site a Construction Management Plan shall be agreed with the Minister for Planning and Environment in writing which illustrates precisely how the buildings will be constructed with due consideration for the existing landscape and habitats. The approved scheme shall be implemented in full during the construction period.
8. Before any development first commences 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 approved scheme shall be implemented in full and shall be retained and maintained as such. For the avoidance of doubt, the glass used throughout the buildings shall be non-reflective.
9. Before any development first commences on site, precise details of any new boundary treatment arrangements (to include materials details and finishes) to serve the new development shall be submitted to and approved in writing by the Minister for Planning and Environment. The approved scheme shall be implemented in full and shall be retained and maintained as such.
10. Before any development first commences on site, a scheme that agrees a contribution and a timetable for the provision of Percentage for Art in connection with the development hereby approved, shall be submitted to and approved in writing by the Minister for Planning and Environment. The approved scheme shall be implemented in full before the development is first occupied and retained and maintained as such.

Reason(s):

1. In allowing the development, the Minister has been keen to ensure that the natural appearance and character of the majority of the site is maintained and in some areas reinstated. It is essential to ensure that a manicured domestic appearance is not introduced into these areas and that the residential curtilages of each of these units is minimised. The design of the units intentionally seeks to provide for amenity space within the building without the need for additional outdoor garden areas. In accordance with Policies GD 1 and NE 6 of the 2011 Island Plan (amended 2014).
2. To ensure the protection, reinstatement where necessary, and future management of the natural landscape around each of the buildings in the interest of the character and appearance of the area and the

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maintenance of existing vegetation and habitats. In accordance with Policies GD 1, NE 2 and NE 6 of the 2011 Island Plan (amended 2014).

3. To ensure protection of any protected species in accordance with the requirements of Policies GD1 and NR2 of the 2011 Island Plan 2011 (amended 2014).
4. To avoid any disruption or harm to the environment or habitat of any protected species. In accordance with Policies GD 1 and NE 2 of the 2011 Island Plan (amended 2014).
5. To ensure that the development causes the minimum possible disruption of the existing landscape. In accordance with Policies GD 1, NE 2 and NE 6 of the 2011 Island Plan (amended 2014).
6. To avoid congestion in the surrounding area and to protect the amenities of the area in accordance with the requirements of Policy GD 1 of the 2011 Island (amended 2014).
7. To ensure that the development causes the minimum possible disruption of the existing landscape. In accordance with Policies GD 1, NE 2 and NE 6 of the 2011 Island Plan (amended plans).
8. The design of the building includes large areas of glass, and to avoid these appearing intrusive, and to help the buildings assimilate into the landscape, it is important that the glass is non-reflective. In accordance with Policies SP 7, GD 7 and NE 6 of the 2011 Island Plan (amended 2014).
9. To safeguard the character and appearance of the area in accordance with the requirements of Policies GD 1 and NE 6 of the 2011 Island Plan (amended 2014).
10. To ensure the creation of a piece of public art in accordance with Policy GD 8 of the 2011 Island Plan (amended 2014).

FOR YOUR INFORMATION

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

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Decision Notice

PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2014/1462

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

	Location Plan
835 01 P1	Existing Site Survey 1:500 & Photos
835 02 P1	Existing Site Survey 1:200
835 03	Approved Site Plan (Application reference RP/2012/0624)
835 04	Previously approved & proposed scheme 3D images
835 05	Previously approved & proposed scheme 3D images
835 06	Proposed Site 3D Images
835 07	Proposed Site 3D Images
835 08	Proposed Site 3D Images
835 09 P1	Contextual Massing 3D Model
835 10 P1	Contextual Massing 3D Model
835 11 P1	Site Plan & Aerial Photo
J-LP-01 Rev. A	Extended Site Plan
J-LP-02 Rev. A	Site Plan
J-LP-03 Rev. A	Main Building – Upper Floor Plan
J-LP-04 Rev. A	Main Building – Lower Floor Plan
J-LP-05 Rev. A	Main Building – Elevation South & West
J-LP-06 Rev. A	Main Building – Elevation North & East
J-LP-07 Rev. A	Main Building – Section A-A & B-B
J-LP-08 Rev. A	Main Building – Section CC
J-LP-09 Rev. A	Annex Building – Floor Plan
J-LP-10 Rev. A	Annex Building – South Elevation and West Elevation
J-LP-11 Rev. A	Annex Building – North Elevation and East Elevation
J-LP-12 Rev. A	Annex Building – Section A-A & B-B
J-LP-13	Landscape Plan
	Section A-A (construction drawing)
	Section B-B (construction drawing)
	Design Statement: August 2014
	Ecological Statement: August 2014
	Environmental Services Report
	Waste Management Plan & Construction Environmental Management Plan

DECISION DATE: xx/xx/xxxx

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 Owners Covenants with the Chief Officer

The Owners covenant, agree and undertake:

- 1 Not to Commence the Development until the Owners have given to the Chief Officer not less than twenty-eight (28) days' notice in writing of their intention so to do.
- 2 Not to take any action to implement or to further implement the Existing Planning Consents in all or any regard as they relate to the Site (including each and every part thereof)
- 3 To restore the Site to its condition by the demolition and removal of all and any buildings or structures lawfully forming part of the development scheme authorised by the Existing Planning Consents save for where such works also form an integral part of the Development authorised by the Planning Permit
- 4 Not to object to or seek or claim or take any action to obtain any compensation as a result of this Agreement, any deemed revocation or any future revocation order under the Law in respect of the Existing Planning Consents

Signed on behalf of the Chief Officer

by [REDACTED] PETER LE GREY
.....

in the presence of [REDACTED] CHRISTOPHER JONES ..
.....

this 25th day of March 2015

Signed by Goetz Eggelhoefer

... [REDACTED] ADVOCATE & ATTORNEY
.....

in the presence of [REDACTED]

this 20th day of March 2015

Signed by Fiona Jane Eileen Eggelhoefer (née Campbell)

... [REDACTED] ADVOCATE & ATTORNEY
.....

in the presence of [REDACTED]

this 20th day of March 2015