

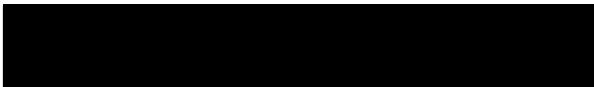
In the Royal Court of Jersey

Samedi Division

In the year two thousand and nineteen, the thirtieth day of September.

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, 45 La Motte Street Holdings Limited, D and M Investments Limited and Garrick Christopher Law and Paranee Law, née Sirie, in relation to 45 La Motte 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 part of the 45 La Motte Street, St Helier, Jersey JE2 4SZ

Dated

27th September

2019

The Chief Officer for the Environment(1)

45 La Motte Street Holdings Limited (2)

D and M Investments Limited (3)

Garrick Christopher Law and Paranee Law (née Sirie) (4)

DATE

27th September

2019

PARTIES

- (1) The Chief Officer for the Environment of States Offices, South Hill, St Helier, Jersey JE2 4US (the "Chief Officer")
- (2) 45 La Motte Street Holdings Limited (Co Regn No 127350) of Sonnic House 5 La Rue Gossett La Collette St Helier Jersey JE2 3NX (the "Owner")
- (3) D and M Investments Limited (Co Regn No 117548) of Beachside Business Centre Rue Du Hocq St Clement Jersey JE2 6LF (the "First Hypothecator")
- (4) Garrick Christopher Law and Paranee Law (née Sirie) (the "Second Hypothecators")

RECITALS

- 1 The Owner warrants that it is the owner in perpetuity (*à fin d'héritage*) of the Site to which it has right by contract of purchase dated 28 September 2018 from Springhouse Investments Limited.
- 2 With the agreement of the Owner, the Planning Application has been submitted by DF Investments as recorded on the planning application form.
- 3 The First Hypothecator has an interest in the Site by virtue of the registration of a judicial hypothec over the Site by act of the Royal Court of Jersey dated 28 September 2018.
- 4 The Second Hypothecators have an interest in the Site by virtue of the registration of a judicial hypothec over the Site by act of the Royal Court of Jersey dated 28 September 2018.
- 5 Having regard to the purposes of the Law, the Island Plan 2011 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.

- 6 The parties hereto have agreed to enter into this Agreement in order to secure the planning obligations contained herein.
- 7 The parties acknowledge that this Agreement is legally binding.
- 8 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
“Cycle/Walking Routes Contribution”		the sum of thirteen thousand five hundred pounds (£13,500) to be paid by the Owner to the Treasurer of the States to be applied by the Infrastructure Minister towards the provision and enhancement of cycle and/or public walking infrastructure in the vicinity of the Site within the La Motte Street area
“Commencement”		means 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
"GST"		goods and services tax 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
"Infrastructure Minister"		the Minister for Infrastructure of the States of Jersey 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
"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 First Schedule
"Planning Application"		the application for planning permission in respect of the Site and described as " Change of use of existing office block to create 9 No. 2 bed units and 1 No. bed unit.

		Construct a new stair core to the rear of the building. Alteration to existing stair core to gain access to 3rd floor units and roof amenity space.” and given the reference P/2019/0070
"Planning Permit"		the planning permission for the Development as applied for and described in the Planning Application, a copy of which is attached in the Third Schedule and references to the Planning Permit include where the context permits any variations to the said planning permission from time to time
"Site"		45 La Motte Street, St Helier, Jersey JE2 4SZ as identified by a thick black edging and hatched black on the Plan, 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.

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 EFFECTIVE DATE

This Agreement 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 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

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

8 MISCELLANEOUS

- 8.1 Where the agreement, approval, consent or expression of satisfaction is required by the Owner from the Chief Officer under the terms of this Agreement such agreement, approval or consent or expression of satisfaction shall not be unreasonably withheld or delayed and any such agreement, consent, approval or expression of satisfaction may be given on behalf of the Chief Officer by the 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 Growth Housing Environment – Regulation, PO Box 228, Jersey, JE4 9SS 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 ordinary post to and addressed to such party at the address referred to above or as otherwise notified for the purpose by notice in writing.
- 8.3 Insofar as any clause or clauses of this Agreement are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Agreement.
- 8.4 This Agreement shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permit shall be quashed, cancelled, revoked or otherwise withdrawn or (without the consent of the Owner) it is modified (other than by process under Article 10 of the Law) by any statutory procedure or expires prior to 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 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.
- 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.

9 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 any of their interest in the Site occurring before all the obligations under this Agreement have been discharged but this obligation shall not extend to the disposal by the Owner of each Dwelling Unit to a purchaser for his own or his family or his tenant's Occupation.

10 HYPOTHECATORS CONSENT

- 10.1 The First Hypothecator 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 First Hypothecator over the Site shall take effect subject to this Agreement PROVIDED THAT the First Hypothecator shall otherwise have no liability under this Agreement unless it take ownership of any part of the Site in which case it too will be bound by the obligations as a person deriving title from the Owner.

- 10.2 The Second Hypothecators acknowledges and declares that this Agreement has been entered into by the Owner with their consent and that the Site shall be bound by the obligations contained in this Agreement and that the security of the Second Hypothecators over the Site shall take effect subject to this Agreement PROVIDED THAT the Second Hypothecators shall otherwise have no liability under this Agreement unless they take ownership of any part of the Site in which case they too will be bound by the obligations as a person deriving title from the Owner.

11 INDEXATION

Any sum referred to in the Third Schedule shall be increased by an amount equivalent to the increase in the Index from (a) the date on which the Planning Permit becomes capable of implementation following the elapse of the statutory period for the making of a third party appeal without any such appeal having been made or, if applicable, the final determination of any third party appeal until (b) 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 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.

14 GOODS AND SERVICES TAX

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

14.2 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.

15 JURISDICTION

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

FIRST SCHEDULE

The Plan

GENERAL NOTES

All setting out must be checked on site prior to commencement.

All levels must be checked on site and refer to appropriate datum.

As far as possible, all surveying and levelling must be checked on site.

All dimensions must be checked on site prior to commencement.

The drawing must not be used in conjunction with this drawing must be read in conjunction with the relevant specification clauses.

This drawing must not be used for legal transfer.

Revision Status: Pre-Submittal T = Issue
C=Correction
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DRAWING NOTES

NOB/ANNU	DATE
PLS PLANNING	21.01.19 PG

CLIENT	OF INVESTMENT HOLDINGS LTD
PROJECT	LA MOTTE STREET ST HELIER JE2 5BF
DRAWING TITLE	OS MAP
SCALE	1:2500 @ A3
DATE	JAN 2019
DRAWING NO.	REVISION
POST-01	PL1



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License Number J81

OS LOCATION MAP 1:2500

SECOND SCHEDULE

The Planning Permit

Decision Notice



PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2019/0070

In accordance with Article 19(8) of the Planning and Building (Jersey) Law 2002, as representations were made in connection with this application, this decision shall not have effect during the period of 28 days immediately after the decision date.

This permission enures (unless otherwise stated) for the benefit of the land to which it relates and of each person for the time being having an estate or interest in that land.

This decision does not absolve the parties concerned from obtaining, nor does it overrule, any other permission that may be required under any other law. In addition, it does not overrule any private property rights, nor does it absolve the need to obtain the permission of the owner of the land to which this permission relates.

This is notification of the decision to **GRANT** permission to develop land under Article 19 of the Planning and Building (Jersey) Law 2002;

In respect of the following development:

Change of use of existing office block to create 9 No. 2 bed units and 1 No. bed unit. Construct a new stair core to the rear of the building. Alteration to existing stair core to gain access to 3rd floor units and roof amenity space.

To be carried out at:

45 La Motte Street, St Helier, JE2 4SZ

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.

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

- A.** The development shall commence within three years of the decision date.

Reason: The development to which this permission relates will need to be reconsidered in light of any material change in circumstance.

APPROVED

Decision Notice



PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2019/0070

- 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. Prior to commencement of the development hereby approved, details in respect of the following matters shall be submitted to, and approved in writing by, the Department of the Environment. These works shall thereafter be carried out in full in accordance with such approved details:
 - a) Full joinery details of all new or replacement external doors and windows to be fitted within the Listed building.
2. Notwithstanding any indications within the approved plans or other documents, prior to the first occupation of the new development, charging points for electric vehicles and electric bicycles (a minimum of 2 each) shall be installed within the car park and bicycle store.
3. The communal rooftop amenity space must be completed and made available for the use of new residents, prior to the first occupation of the development hereby approved.

Reason(s):

1. These details are not included in the application and are required to be submitted and agreed by the Department of the Environment to ensure that special regard is paid to the interests of protecting the architectural and historical interest, character and integrity of the building or place, in accordance with Policies SP 4, and HE 1 of the adopted Island Plan 2011 (Revised 2014).
2. To ensure that all of the residential units have easy access to a charging point in the future, under the provisions of Policy GD 1 of the adopted Island Plan 2011 (revised 2014).
3. In the interests of the residential amenity of new occupants of the development, under the provisions of Policy GD 1 and H 6 of the adopted Island Plan 2011 (revised 2014).

APPROVED

Decision Notice



PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2019/0070

FOR YOUR INFORMATION

The applicant should be aware that the site has been identified as having the possible presence of protected wildlife species. It is the responsibility of the applicant to inform all site workers of the possibility of protected species on site and the implications under the Conservation of Wildlife (Jersey) Law (2000) and you are advised that it is your duty under the Law to stop work and notify the Department of Environment on +44 (0) 1534 441600 immediately should any species be found.

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

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

- 01 PL1 – Location Plan
 - 02 PL1 – Existing Site Plan
 - 03 PL1 – Existing Site Photos
 - 05 PL1 – Existing Basement & Ground Floor Plan
 - 06 PL1 – Existing First, Second and Third Floor Plan
 - 07 P1 – Existing West Elevation
 - 08 PL1 – Proposed Basement & Ground Floor Plan
 - 09 PL2 – Proposed First, Second and Third Floor Plan
 - 10 PL2 – Proposed Elevations
 - 11 PL1 – Proposed Site Plan
 - 12 PL2 – Proposed Section A-A
 - 13 PL1 – Proposed 3D Elevations
 - 14 PL1 – Proposed 3D Elevations
- Design Statement

DECISION DATE:

The development may also require building permission, for which a separate application will need to be made. You can find out if building permission is required on our website www.gov.je/planningbuilding

The approved plans and any conditions attached to the decision are important and should be complied with. If there is any variation from the approved plans or the conditions you need to notify us immediately. Failure to comply with the approved plans or conditions may result in enforcement action.

If you are unhappy with a condition attached to this permission, you may request a review or make an appeal. You can find out how to do this on our website www.gov.je/planning

APPROVED

THIRD SCHEDULE

The Owner's Covenants with the Minister

The Owner covenants, agrees and undertakes:

COMMENCEMENT

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

CONTRIBUTION

- 2 To pay the Cycle/Walking Routes 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 Cycle/Walking Routes Contribution has been paid to the Treasurer of the States.

FOURTH SCHEDULE

Chief Officer's Covenants

- 1 The Chief Officer 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.
- 2 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 four years of the date of receipt by the Treasurer of the States of such payment.

Signed on behalf of the Chief Officer

by

PETERLE GRESLEY

in the presence of

LAWRENCE DAVIES

this 27th day of September 2019

Signed on behalf of 45 La Motte Street Holdings Limited

by

in the presence of

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this 19th day of SEPTEMBER 2019

Signed on behalf of D and M Investments Limited

by Michelle Heuerington

in the presence of

this 26th day of September 2019

Signed by Garrick Christopher Law

by .. *Michelle Levenington as Attorney* ..

in the presence of

this *24th* day of *September* 2019

Signed by and Paranee Law (née Sirie)

by .. *Michelle Levenington as Attorney* ..

in the presence of

this *24th* day of *September* 2019