In the Royal Court of Jersey

Samedi Division

In the year two thousand and twenty, the third day of August.

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, Pebble Holdings Limited and Seaside Holdings Limited in relation to Carribean Vibz Restaurant & Bar, Maison Chaussey Guest House and Drifters Restaurant & Bar, Havre Des Pas, St Helier, Jersey, 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 Caribbean Vibz Restaurant & Bar, Maison Chaussey Guest House and Drifters Restaurant & Bar, Havre des Pas, St Helier, Jersey

Dated

3° August - 2020

The Chief Officer for the Environment (1)

Pebble Holdings Limited (2)

Seaside Holdings Limited (3)

DATE 50 August

2020

PARTIES

- The Chief Officer for the Environment of PO Box 223. St Helier, Jersey JE4 9SS ("the Chief Officer"):
- Pebble Holdings Limited of 1 Jubilee Promenade, La Route du Port Elizabeth, Albert Pier, St Helier, Jersey, JE2 3NW ("the Owner of MC Site"); and
- Seaside Holdings Limited of of 1 Jubilee Promenade, La Route du Port Elizabeth, Albert Pier, St Helier, Jersey, JE2 3NW ("the Owner of C Site");

RECITALS

- The Owner of MC Site warrants that it is the owner in perpetuity (a fin d'héritage) of the MC Site by hereditary purchase by contract dated 11th September 2015 from Maison Chaussey (2003) Limited.
- The Owner of C Site warrants that it is the owner in perpetuity (à fin d'héritage) of the C Site by hereditary purchase by contract dated 4th September 2015 from Roger Ernest Bisson and Anna Maria Bisson (née Barker).
- The Owner of MC Site and the Owner of C Site submitted the Application (accorded the reference P/2019/1076) for planning permission for the Development.
- 4 Pursuant to Article 9(5)(b) of the Law, the Chief Officer referred the Application to the Planning Committee for determination by that Committee.
- Having regard to the purposes of the Law, the Island Plan 2011 and all other material considerations the Planning Committee at its meeting on 20th February 2020 resolved to approve the grant of planning permission for the Development subject to the prior completion of this Agreement.
- The parties hereto have agreed to enter into this Agreement in order to secure the planning obligations contained in this Agreement.
- 7 The parties acknowledge that this Agreement is legally binding.
- 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 MC Site and C Site and described as "Demolish existing dwellings, restaurant and guest house. Construct 10 No. one bed and 7 No. two bed residential units with associated parking garage and bicycle store, café with all fresco seating. Alter vehicular access onto Havre des Pas. 3D model available. AMENDED PLANS RECEIVED Stainwell area reduced to south elevation. AMENDED ADDRESS." and given the reference P/2019/1076;
"Bus Shelter Contribution"	the sum of eleven thousand pounds (£11,000) to be paid jointly (in equal shares) by the Owner of MC Site and the Owner of the C Site to the Treasurer of the States to be applied by the Minister of Infrastructure for a bus shelter to be constructed for bus users travelling east;
"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 constructions works forming part of the Development permitted by the Planning Permit or any subsequent planning permission for the Development begins to be carried out to exclude, for the avoidance of doubt, any investigation of the Sites, any clearance of the Sites, removal of any asbestos from the Sites and any demolition on the Sites and "Commence" and "Commenced" shall be construed accordingly;

"C Site"	The site consisiting of certain buildings comprising the restaurant known as Caribbean Vibz and the apartments with the car park area joining thereto; the whole as shown hatched in diagonal lines for the purposes of identification on the plan forming the First Schedule;
"Development"	the development of the MC Site and C Site as set out in the Planning Permit;
"Dwelling Unit"	a residential unit forming part of the Development to be constructed pursuant to the Planning Permit;
"Eastern Cycle Route Contribution"	the sum of twenty seven thousand pounds (£27,000) to be paid jointly (in equal shares) by the Owner of MC Site and the Owner of the C Site to the Treasurer of the States to be applied by the Minister for Infrastructure for the purposes of the Eastern Cycle Route;
"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:
"Interest"	interest at three per cent above the base lending rate of the Barclays 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;

"MC Site"	the site comprising the building known as Maison Chaussey with the land in front and to the rear thereof and the strips of land to the east and west of the property, the whole as shown cross hatched for the purposes of identification on the plan forming the First Schedule;
"Minister of Infrastructure"	The Minister for Infrastucture including his or her successor and any person or body to whom the functions of the Minister of Infrastructure may be transferred or lawfully delegated from time to time;
"Occupation", "Occupy" and "Occupied"	means occupation for the purposes permitted by the Planning Permit but not including occupation by personnel engaged in construction, fitting out or decoration or occupation for marketing or display or occupation in relation to security operations;
"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 and references to the Planning Permit include where the context permits any variations to the said planning permission from time to time;
"Public"	the Public of the Island of Jersey;
"Royal Court"	the Royal Court of the Island of Jersey;
"Sites"	the MC Site and C Site

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
- 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.

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 of the MC Site and the Owner of the C Site under this Agreement create planning obligations pursuant to Article 25 of the Law and are enforceable by the Chief Officer against the Owner of the MC Site and the Owner of the C Site.

CONDITIONALITY

This Agreement is conditional upon:

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

save for any relevant provision which shall 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 said Court.

5 OWNER'S COVENANTS

The Owner of the MC Site and the Owner of the C Site jointly and severally covenant and agree with the Chief Officer as set out in the Third Schedule. This Agreement shall be enforceable against any successor in title to the Owner of the MC Site and/or the Owner of the C Site and any person claiming or deriving title through or under the the Owner of the MC Site and/or the Owner of the C Site to the MC Site and/or the C Site (or any part or parts thereof).

6 CHIEF OFFICER COVENANTS

The Chief Officer jointly and severally covenants with the the Owner of the MC Site and the Owner of the C Site 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 the Owner of the MC Site and/or the Owner of the C Site 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, PO Box 208, St Helier, Jersey, JE4 9SS or as otherwise notified for the purpose by notice in writing.
- 8.2 Any notices served on the the Owner of the MC Site and/or the Owner of the C Site 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 of the MC Site and/or the Owner of the C Site) 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 MC Site and/or C 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 MC Site and/or C 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 the Owner of the MC Site

and/or the Owner of the C Site 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 in this Agreement shall be construed as obviating the need for the the Owner of the MC Site and/or the Owner of the C Site 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 the Owner of the MC Site and/or the Owner of the C Site as contained in this Agreement.
- 8.10 The Owner of the MC Site and/or the Owner of the C Site shall not be entitled to any costs or compensation as a result of the making of this Agreement and the obligations contained in this Agreement.
- 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 of the MC Site and the Owner of the C Site 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 MC Site and/or C Site occurring before all the obligations under this Agreement have been discharged but this obligation shall not extend to any disposal of any individual Dwelling Units to a purchaser for his own, his family or his tenant's Occupation.

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 COUNTERPART

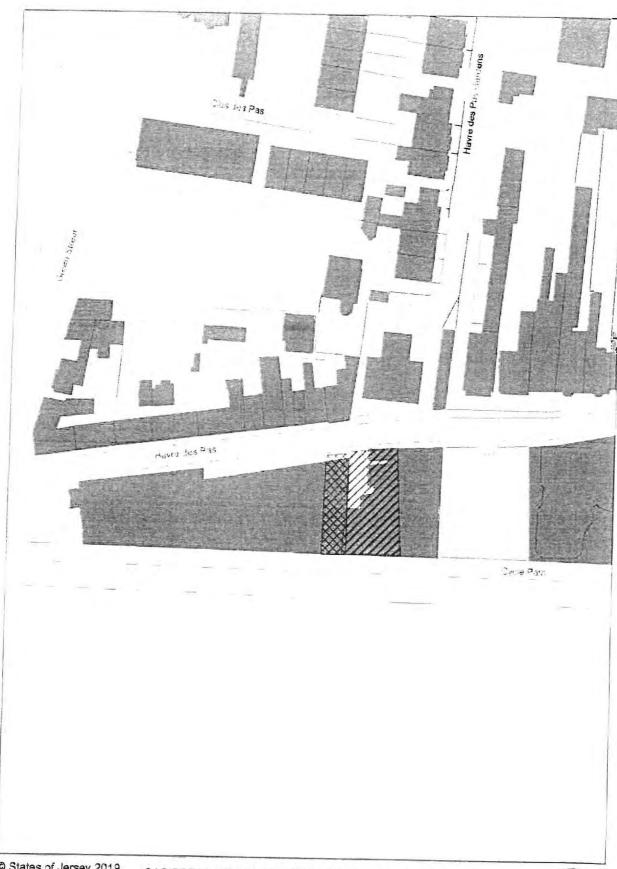
This Agreement may be executed in any number of counterparts by the parties hereto on different counterparts, but shall not be effective until each party has executed at least one counterpart and each counterpart shall constitute an original of this Agreement but all the counterparts shall together constitute one and the same Agreement.

16 JURISDICTION

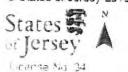
This Agreement is governed by and interpreted in accordance with the law of the Island of Jersey.

FIRST SCHEDULE

The Site



States of Jersey 2019



CARIBBEAN VIBZ RESTAURANT & BAR, MAISON CHAUSSEY GUEST HOUSE AND DRIFTERS RESTAURANT & BAR, HAVRE DES PAS, ST HELIER

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Table 1457 Page 352

SECOND SCHEDULE

The Planning Permit

Decision Notice



PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2019/1076

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 constituting from obtaining, nor does it overrule, any other permission that may be duired order any other law. In addition, it does not overrule any private a perty rights, or does it absolve the need to obtain the permission of the own of the land to with this permission relates.

This is notification of the decision to GRAN permission to develop and under Article 19 of the Planning an invilding (Jerse, v 2002;

In respect of the following de lope et:

Demolish existing dwellings, resta uest ho Construct 10 No. one rant a sidential 🖥 its with bed and 7 No. two ciated orking garage and bicycle store, o sco seat er access onto Havre des rilable.Al S RECEIVED Stairwell area reduced Pas. 3D model NDED P MEND to south elevation ADDRE

To be come out at:

Compean Vibz Restaural Bar, Mais Chaussey, Guest House and Drifters Restaurant & Bar, House des St. Helier, JE2 4UL.

REASON OR APPRO L: Permission has been granted having taken into account the releval policies of the approved Island Plan, together with other relevant policies and all other material considerations, including the co. It is an and representations received.

The site is located within the Built up Area in a sustainable location within walking distance of the centre of St Helier. Policy H6 is the principal Island Plan policy for this application and states that new housing will be permitted in the Built-up Area provided the proposal is in accordance with the required housing standards. In this instance the housing standard for the development is considered acceptable having considered all material considerations including the size of accommodation units, the general high quality of the accommodation and benefits of the application.

The site is located within a tourist destination area and Policy EVE2 is

Decision Notice



PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2019/1076

relevant. The proposal would enhance the public realm by a wider pavement and improved design of the buildings on site, al fresco activity from the café on the seaside is proposed along with improvements for pedestrians, cyclists and public transport through the Planning Obligation contributions to the eastern cycle route and bus shelter as well as the pavement improvements.

The proposed building is modern in design with painted render, glass balustrades and metal clad roof. The design and m is considered to be of a high quality and would lift this part of the et and enhance the character of the area.

The proposed building would be similar height and cale to the neighbouring buildings and would anreasonably ha the character of the area and coastline which cons a wide range of a and appearance of buildings, many or p-tradi materials from the post war modern day considered in accordance Policies GD D7 and SP7.

Policy GD1 sets a test of whet would be reasonable harm to neighbouring uses considered that, ed dev am a propo taking into acc ale and the siting of the entext of proposed dev pment, develo would at result in unreasonable ha es and overcomes the previous to nei bouring reason for refusal

ring the assessment of the application, the eived hat the applicant should be aware that the States Jersey rec mend en identifie s having the possible presence of protected esponsibility of the applicant to inform all site wildlife sp es. It is th of protected species on site and the workers of the ossibil th onservation of Wildlife (Jersey) Law (2000) and implications unt is your duty under the Law to stop work and notify you are advised the the Department of Environment on +44 (0) 1534 441600 immediately should any species be found.

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

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



Decision Notice



PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2019/1076

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

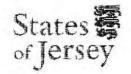
The development hereby approved shall be carried out entirely in accordance with the plans, drawings, written details and documents which form part of this permission.

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

Condition(s):

- No part of the development hereby ap Il be occupied until the vehicular manoeuvring area, pavement with ning works. Nectric charging points and respective car parking spaces have sen laid out, sure ed, drained and completed as indicated on the approved plans. The car parks spaces shall thereafter be retained solely for the use occupants of the dev the exception of 1 service/visitor parking s let for any other purpose.
- No part of the developm approve hall be occupied until the cycle parking facilities as indicated on th oroved) as have been wholly constructed in acc e with the oprove ns. The cilities shall thereafter be re for the of the development and 40 Se maintained as
- 3. Prior to their sam s of all external materials to be used (pavil materials) shall be submitted to ndscap. of the Environment. The approved e Departin in full and thereafter retained and maintained als shall be it as su
- pment hereby approved shall be occupied until the of the dev ocludin at the foul and surface waters are fully separated to drainage work ne existing connection in Havre des Pas. the property bou
- 5. No part of the development hereby approved shall be occupied until the balcony in the south elevation at second floor level to unit 8 is fitted with an obscure privacy screen along the length of the west side, to full height of 2100mm from finished floor level. Once constructed, the screen shall be maintained as such thereafter.
- No part of the development hereby approved shall be occupied until the balcony in the south elevation at third floor level to unit 12 is fitted with an obscure privacy screen along the length of the west side, to the full height of 2100mm from finished floor level. Once constructed, the screen shall be

Decision Notice



PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2019/1076

maintained as such thereafter.

7. No part of the development hereby approved shall be occupied until the proposed lift lobby and stairwell windows and bathroom windows in the east elevation at second, third and fourth floor level are fitted with obscure glass and restricted in their opening mechanism to no more than 200mm. Once implemented, the obscure glazing and restricted opening mechanism shall be maintained as such thereafter.

Reason(s):

- 1. To ensure that the development provide a plate provision for offstreet parking and manoeuvring for users of the site, have interests of highway safety and the general amenities of the site in accordance with Policy GD1 of the Adopted Island Plan 2011 (Revise 114).
- 2. In the interests of promoting sustant ble patterns of development, in accordance with Policies TT9-and SP6 of the Advanced Island Plan 2011 (Revised 2014).
- 3. To promote good design of to acquard the paracter and appearance of the surrounding are in accordance with Policies GD1 and GD7 of the Adopted Island 2011 (Revised)
- 4. To ensure at the property has equate foul and surface water drainage and in order to property any polition of groundwater in accordance with P MM2 of the past land P x 2011 (Revised 2014).
- 5. To safegua, the analyties and pavacy of the occupants of the adjoining properties in accordance with alicy GD1 of the Adopted Island Plan 2011 (Revise, 2014).
- 6. To sale used the enities and privacy of the occupants of the adjoining properties in accordance of the Policy GD1 of the Adopted Island Plan 2011 (Revised 2014).
- 7. To safeguard the amenities and privacy of the occupants of the adjoining properties in accordance with Policy GD1 of the Adopted Island Plan 2011 (Revised 2014).

FOR YOUR INFORMATION

Decision Notice



PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2019/1076

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

The following plan(s) has/have been approved: Proposed Ground Floor Plan 100-P9 Proposed Roof Terrace & Roof Plan 103-P9 Proposed Third & Fourth Floor Plan 102-P9

Proposed First & Second Floor Plan 101-P8

Design Statement - Part 1

Design Statement - Part 2

Design Statement - Part 3

Public Art Statement

Proposed Site Plan 020-P6

Demolition Plan 013-P4

Location Plan

Waste Management Plan

Appartment Layouts-Units I, J & K 122-P6

Facade Details 310-P5

Proposed Sections A-A & B-B 32

Proposed Section C-C 302 P3

Apartment Layouts Units A,B,C,D E 12

Proposed North & Elevation 201-P6

Apartment Lays Units G & H 1 -Ps

Proposed Lance ape Plan 0-P6

Context Elevation Q0-P6

DE .ON DATE. 2/02/2

The development <u>may</u> also equire alding permission, for which a separate application we need to be note. You can find out if building permission is required on out absite www.pv.je/planningbuilding

The approved plans a conditions attached to the decision are important and should be complied in. 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



Decision Notice



PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2019/1076

THIRD SCHEDULE

The Owner of the MC Site's and the Owner of the C Site's Covenants with the Chief Officer

The Owner of the MC Site and the Owner of the C Site covenant, agree and undertake:

COMMENCEMENT

1 Not to Commence the Development until the Owner of the MC Site and/or the Owner of the C Site (as the case may be) has given to the Chief Officer seven (7) days' notice in writing of its intention so to do.

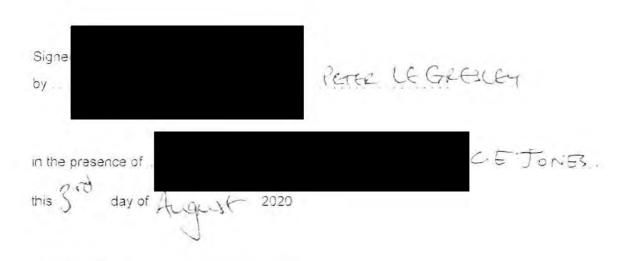
CONTRIBUTIONS

- To pay jointly (in equal shares) each of the Bus Shelter Contribution and the Eastern Cycle Route Contribution to the Treasurer of the States prior to the Commencement of the Development.
- 3 Not to Commence the Development until such time as each of the Bus Shelter Contribution and the Eastern Cycle Route Contribution have been paid to the Treasurer of the States.

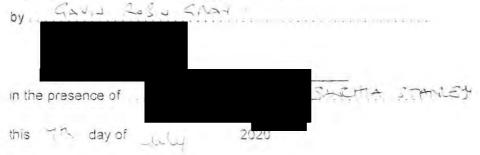
FOURTH SCHEDULE

Chief Officer's covenants

- 1. The Chief Officer hereby covenants with the Owner of the MC Site and the Owner of the C Site (as applicable) to use all sums received by the Treasurer of the States from the Owner of the MC Site and the Owner of the C Site 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 of the MC Site and the Owner of the C Site (as applicable) that he will procure or arrange that the Treasurer of the States will pay to the Owner of the MC Site and the Owner of the C Site such amount of any payment made by the Owner of the MC Site and the Owner of the C Site 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 Pebble Holdings Limited



in the presence of this The day of the 2020