

In the Royal Court of Jersey

Samedi Division

In the year two thousand and nineteen, the tenth 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 and Plat Douet Investments Limited in relation to Samuel Le Riche House, Plat Douet Road, St Saviour, 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 Samuel Le Riche House, Plat Douet Road, St Saviour, JE2 7PN

Dated

05th SEPTEMBER

2019

The Chief Officer for the Environment (1)

Plat Douet Investments Limited (2)

DATE 05th SEPTEMBER

2019

PARTIES

- (1) The Chief Officer for the Environment of States Offices, South Hill, St Helier, Jersey JE2 4US ("**the Chief Officer**");
- (2) Plat Douet Investments Limited of Fox House Rue Des Pres St Saviour Jersey JE2 7QS ("**the Owner**").

RECITALS

- 1 The Owner warrants that it is the owner in perpetuity (*à fin d'héritage*) of the Site as described in the First Schedule.
- 2 The Owner submitted an application (accorded the reference P/2018/1648) for planning permission for the Development.
- 3 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 to secure the obligations contained herein.
- 4 The parties hereto have agreed to enter into this Agreement in order to secure the planning obligations contained herein.
- 5 The parties acknowledge that this Agreement is legally binding.
- 6 This Agreement shall be construed so as to give effect to the purpose and intention of the Law.

NOW THIS AGREEMENT WITNESSES AS FOLLOWS:

OPERATIVE PART

1 DEFINITIONS

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

"Agreement"		this agreement including the recitals and schedules hereto;
"Application"		the application for planning permission in respect of the Site and described as "Change of use from Class C office to 9 No. one bed and 13 No. two bed residential units with associated parking and landscape, to

		include demolish part of existing office block and construct extension to East elevation. 3D Model available" and given the reference P/2018/1648;
"Chief Officer"		the person appointed from time to time as the chief executive officer (or equivalent) of the administration of the States department responsible for planning and building in accordance with Article 1 of the Law;
"Commencement"		the date on which any operation forming part of the Development permitted by the Planning Permit or any subsequent planning permission for the Development begins to be carried out, and "Commence" and "Commenced" shall be construed accordingly;
"Cycleway Contribution"		the sum of twenty nine thousand seven hundred pounds (£29,700) to be paid by the Owner to the Treasurer of the States to be applied by the Minister for Infrastructure for the purposes of the Eastern Cycle Network;
"Development"		the development of the Site as set out in the Application;
"Dwelling Unit"		a residential unit forming part of the Development to be constructed pursuant to 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;

"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;
"Minister for Infrastructure"		the Minister for Infrastructure, including his or her successor and any person or body to whom the functions of the Minister for Infrastructure may be transferred hereafter or lawfully delegated from time to time;
"Occupation, Occupy and Occupied"		occupation for the purposes permitted by the Planning Permit but not including occupation by personnel engaged in demolition, site clearance, construction, fitting out or decoration or occupation for marketing or display or occupation in relation to security operations;
"Pedestrian Works"	Footway	<p>all works necessary to create a 1.8m wide continuous pedestrian footway so as:</p> <p>1 - To extend the pavement to a 1.8m width in front of Samuel Le Riche House and Canning Court.</p> <p>2 - To form a 1.8m wide pedestrian priority crossing at the vehicular exit of the Site between the existing pavement lines in front of Samuel Le Riche House and Canning Court.</p> <p>3 - To form a 1.8m wide pedestrian priority crossing at the vehicular entrance of the Site between the existing pavement lines in front of Samuel Le Riche House and Arzl.</p> <p>and shown for the purpose of identification only on drawing 1170 14 Rev 4 (which said</p>

		drawing is attached at Part 2 of the Second Schedule to this Agreement;
"Pedestrian Footway Works Specification"		a specification for the carrying out of the Pedestrian Footway Works;
"Plan"		the plan of the Site attached at Part 1 of the Second Schedule to this Agreement;
"Planning Permit"		the planning permission for the Development granted by the Chief Officer pursuant to the Application, a copy of which is attached at the Third Schedule and references to the Planning Permit include where the context permits any variations to the said planning permission from time to time;
"Royal Court"		the Royal Court of the Island of Jersey;
"Site"		Samuel Le Riche House, Plat Douet Road, St Saviour, Jersey, JE2 7PN, the whole as shown for the purpose of identification edged by a broken black line on the Plan.

2 CONSTRUCTION OF THIS AGREEMENT

- 2.1 Where in this Agreement reference is made to any clause, paragraph or schedule or recital such reference (unless the context otherwise requires) is a reference to a clause, paragraph or schedule or recital in this Agreement.
- 2.2 Words importing the singular meaning where the context so admits include the plural meaning and vice versa.
- 2.3 Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed interchangeably in that manner.
- 2.4 Wherever there is more than one person named as a party and where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and against each individually unless there is an express provision otherwise.
- 2.5 Any reference to a law of the States of Jersey shall include any modification, extension or re-enactment of that law for the time being in force and shall include all instruments, orders, plans, regulations, permissions and directions for the time being made, issued or given under that Law or deriving validity from it.

2.6 References to any party to this Agreement shall include the successors in title to that party and to any deriving title through or under that party and in the case of the Chief Officer the successors to his statutory functions.

2.7 This Agreement shall be construed so as to give effect to the purpose of the Law.

3 LEGAL BASIS

3.1 This Agreement is made pursuant to Article 25 of the Law.

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

4 CONDITIONALITY

This Agreement is conditional upon

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

save for any relevant provision which shall 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 COVENANTS

The Owner covenants and agrees with the Chief Officer as set out in the Fourth 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 Fifth 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 of Planning at Planning and Building Services

South Hill St Helier Jersey JE2 4US or as otherwise notified for the purpose by notice in writing.

- 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.

10 CHANGE IN OWNERSHIP

The Owner agrees with the Chief Officer to give the Chief Officer written notice (as soon as reasonably practical following such change) of any change in legal ownership of the Site occurring before all the obligations under this Agreement have been discharged.

11 INDEXATION

Any sum referred to in the Fourth Schedule shall be increased by an amount equivalent to the increase in the Index from the date on which this Agreement is registered in the Public Registry of Contracts until the date on which such sum is payable.

12 INTEREST

If any payment due under this Agreement is paid late, Interest will be payable from the date payment is due to the date of payment.

13 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

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

The Owner is the owner of all that immovable property known as Samuel Le Riche House, Plat Douet Road, St Saviour, Jersey by virtue of a contract of purchase from Sandpiper Land Limited passed before the Royal Court on 3 July 2015.

The Site is shown for the purposes of identification on the Plan.

SECOND SCHEDULE

Part 1

The Plan



R.B.E.C. / CROWN COPYRIGHT RESERVED
LICENCE No. J39

OS Plan

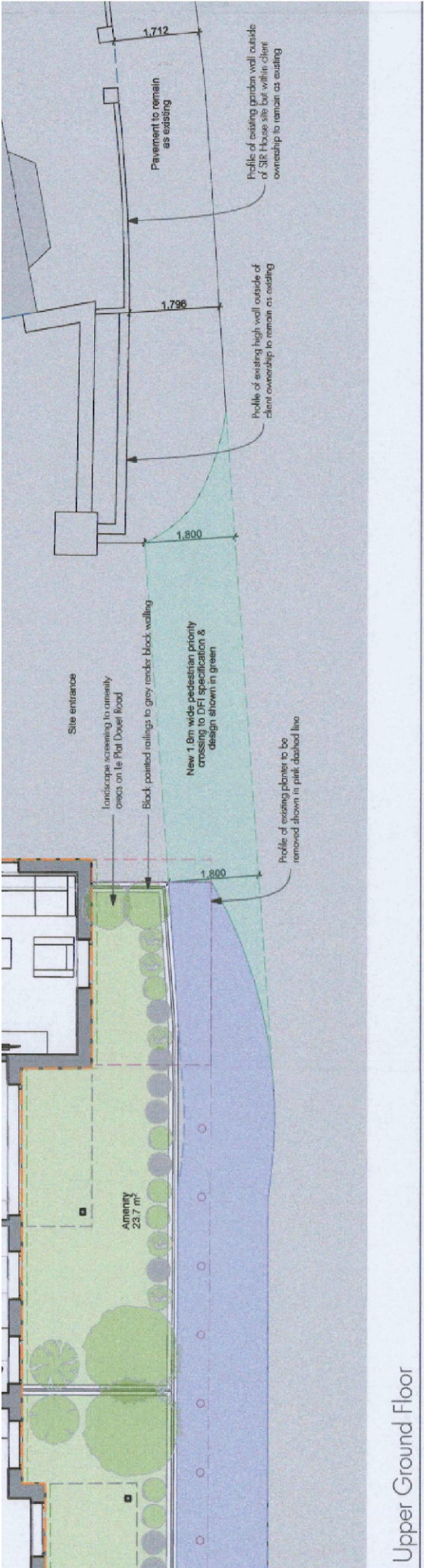
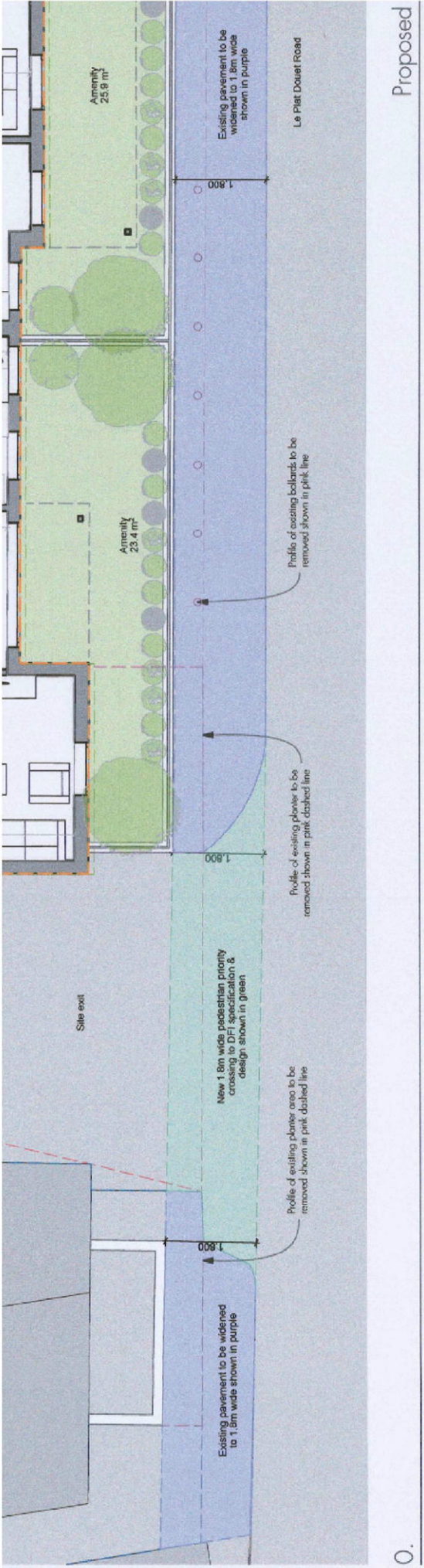
01

GODELARCHITECTS la Chaise Studio - la Rue de la Vallée - St Mary - Jersey - JE3 3D1 Tel. 01534 486050 - www.godelarchitects.com - mail@godelarchitects.com		Client 01170	Job Title SLR House	Drawing Location Plan	Drawn AR	Checked by BG	Scale @ A4 1:2500	Rev. 01	Date 01/05/2019
					Job No. 1170	Dwg. No. 01			

Note:
Do not scale off this drawing.
All dimensions should be checked prior to commencement on site and any discrepancies notified immediately to the Architect.
This drawing is to be read in conjunction with all other drawings and specifications issued for Construction. Any discrepancies shall be notified immediately to the Architect.

Part 2

Drawing 1170 14 Rev 4



GODELARCHITECTS		Job Title		SLR House	
La Chasse Studio - La Rue de la Vallée - St Mary - Jersey - JE3 3DL Tel: 01 534 486050 - www.godelarchitects.com - mail@godelarchitects.com		Drawing		Proposed Ground Floor Plan	
Scale @ A1 1:100	Drawn: AR	Checked: BG	Date: 01/05/2019	Job No. 1170	Rev. 4
			Dwg No. 14		

THIRD SCHEDULE
The Planning Permit

Decision Notice



PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2018/1648

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 from Class C office to 9 No. one bed and 13 No. two bed residential units with associated parking and landscape, to include demolish part of existing office block and construct extension to East elevation. 3D Model available

To be carried out at:

Samuel Le Riche House, Plat Douet Road, St Saviour, JE2 7PN

REASON FOR APPROVAL: Permission has been granted having taken into account the relevant policies of the approved Island Plan, together with other relevant policies and all other material considerations, including the consultations and representations received.

The approved scheme is for the remodelling, conversion and extension of the existing redundant office building, to provide a total of 22 new apartments. The application is considered to be consistent with Island Plan policy which seeks to focus new residential development within the Built Up Area.

The architectural design, neighbouring impact, and transport implications of the scheme are all considered to be acceptable.

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

APPROVED

Decision Notice



PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2018/1648

- 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.

- 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. Notwithstanding the findings and recommendations of the Initial Ecological Assessment and Preliminary Roost Inspection (approved as part to this permission), prior to the commencement of the development hereby approved, further ecological survey work shall be undertake, with the results to be submitted for evaluation by the Natural Environment Team, together with appropriate mitigation and / or compensation measures. This work shall be undertaken by a suitably qualified person and to a methodology to be first agreed in writing by the Natural Environment Team. All mitigation measures shall be carried out in full and in accordance with the recommendations of the Ecological Assessment.
2. A Percentage for Art contribution shall be delivered on site as part of the development to the value of 0.75% of the costs of construction. Precise details relating to the exact form which the contribution will take, must be submitted to, and approved in writing by, the Development Control Section of Growth, Housing and Environment, prior to the commencement of the development hereby approved. Thereafter, the approved work of art must be installed prior to the first use / occupation of any part of the development hereby approved.
3. The balustrades to the west elevation of the development shall be fitted with obscure glazing. This shall be installed prior to the first occupation of the development, and thereafter, retained and maintained as such for the lifetime of the development.
4. Notwithstanding any indications within the approved plans or other documents, prior to the first occupation of the new development, electric vehicle charging point ducting (to enable one point per residential unit in future) shall be installed within the car park.

APPROVED

Decision Notice



PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2018/1648

Reason(s):

1. To ensure the protection of all protected species in accordance with Policies NE 1, NE 2 and NE 4 of the adopted Island Plan 2011 (Revised 2014).
2. In accordance with the provisions of Policy GD 8 of the adopted Island Plan 2011 (revised 2014).
3. In the interests of the privacy of the occupiers of neighbouring properties, under the provisions of Policy GD 1 of the adopted Island Plan 2011 (revised 2014).
4. 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).

FOR YOUR INFORMATION

- A. Be aware of the possible presence of ASBESTOS within the development site. It is recommended that further advice is sought from a suitably qualified professional prior to the commencement of development so as to reduce the risk to public health.
- B. Refer to the guidance on The Control of Dust and Emissions from Construction and Demolition, which can be found online at:
http://www.london.gov.uk/thelondonplan/guides/bpg/bpg_04.jsp
Refer to the guidance contained in the document 'Guidelines on Noise Control for Construction Sites' which is available online at
<http://www.gov.je/Industry/Construction/Pages/ConstructionSite.aspx>
and 'British Standard BS5228:2009 Code of Practice for Noise and Vibration Control on Construction and Open Sites'.

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

Decision Notice



PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2018/1648

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

01 01 – Location Plan
02 02 – Survey Site Plan
03 – Survey Floor Plans
04 – Survey Elevations
05 – Existing Ground Floor Plan
06 – Existing First Floor Plan
09 – Existing Elevations
10 – Existing Sections
11 – Existing Photos
12 – 3D Model of Existing
13 2 – Proposed Accommodation Schedule
14 4 – Proposed Ground Floor Plan
15 1 – Proposed First Floor Plan
16 1 – Proposed Second Floor Plan
17 1 – Proposed Third Floor Plan
18 1 – Proposed Roof Floor Plan
19 1 – Proposed Elevations
20 – Proposed Elevations
21 1 – 3D Model of Proposed
22 1 – 3D Model of Proposed
23 1 – 3D Model of Proposed
24 1 – 3D Model of Proposed
25 1 – Proposed Sections Design Statement
Initial Ecological Assessment & Preliminary Roost Inspection
Technical Note - SLR House Trip Generation

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

FOURTH SCHEDULE

The Owner's Covenants with the Chief Officer

The Owners covenant, agree and undertake:

COMMENCEMENT

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

CYCLEWAY CONTRIBUTION

- 2 To pay the Cycleway 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 Cycleway Contribution has been paid to the Treasurer of the States.

PEDESTRIAN FOOTWAY

- 4 Not to Commence the Development before the Pedestrian Footway Works Specification has been submitted to the Minister for his approval (in consultation with the Minister for Infrastructure) and has been approved by the Minister.
- 5 Not to Commence that part of the Development comprising the Pedestrian Footway Works until the Owner has given to the Minister for Infrastructure twenty-eight (28) days' notice in writing of his intention to so do.
- 6 That the Owner will; at its own expense undertake the Pedestrian Footway Works or carry out or cause to be carried out the Pedestrian Footway Works the whole in accordance with the approved Pedestrian Footway Works Specification.
- 7 That on completion of the Pedestrian Footway Works the Owner shall provide to or procure via its architect for the Minister three sets of as built plans (in such format as the Minister requires) and other information reasonably required by the Minister plus a further copy for the Minister for Infrastructure (for land survey and tying into the island co-ordinate system).
- 8 Not to Occupy or cause or permit to be Occupied the Dwelling Units until such time as the Pedestrian Footway Works have been completed to the reasonable satisfaction of the Minister (in consultation with the Minister for Infrastructure).
- 9 That on completion of the Pedestrian Footway Works to notify the Minister for Infrastructure that the Owner considers that the Pedestrian Footway Works are ready and complete for transfer.
- 10 Following completion of the Pedestrian Footway Works and on the condition that the Pedestrian Footway Strip will thereafter be incorporated within and form part of the Grande Route known as Le Plat Douet Road the Owner shall cede and transfer and the Public shall take conveyance of the Pedestrian

Footway Strip free of all charges and encumbrances by contract to be passed before the Royal Court (to which contract the Applicant shall be party) in such manner and time so as to ensure the Public complies with Standing Orders of the States, the Owner paying the proper and reasonable costs of and incidental to the said transfer (including all and any reasonable legal and professional costs).

FIFTH SCHEDULE

Chief Officer's Covenant

1. The Chief Officer hereby covenants with the Owners to use all sums received by the Treasurer of the States from the Owners 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 Owners that he will procure or arrange that the Treasurer of the States will pay to the Owners such amount of any payment made by the Owners 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.

Signed on behalf of the Chief Officer:

 (PETER LE GREY)

Name and Position:

Director

in the presence of

 (LAWRENCE DAVIES)

Name and Position:

PLANNER

this 05 day of September 2019

Signed by Plat Douet Investments Limited:

 J. LE SUEUR, DIRECTOR

in the presence



Name and Position:

JANE SIMPSON - OFFICE MANAGER

this 3 day of SEPT 2019