


In the Royal Court of Jersey

Samedi Division

In the year two thousand and fourteen, the third day of April.

Before the Judicial Greffier.

Upon the application of Her Majesty's Attorney General, IT IS ORDERED that the Planning Obligation Agreement between The Minister for Planning and Environment, John Francis Pirouet and Jane Prudence Pirouet, née Powell in relation to La Haute Pierre, La Rue de Samares, St Clement, 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 LA HAUTE PIERRE, LA RUE
DE SAMARES, ST CLEMENT, JE2 6LY**

Dated: 3rd APRIL

2014

The Minister for Planning and Environment (1)

John Francis Pirouet (2)

Jane Prudence Pirouet (nee Powell) (3)

DATE 3rd APRIL

2014

PARTIES

- (1) The Minister for Planning and Environment of States Offices, South Hill, St. Helier, Jersey, JE2 4US ("the Minister"); and
- (2) John Francis Pirouet, Apartment 12, Millennium Court, Greve D'Azette, St Clement, JE2 6GR; and
- (3) Jane Prudence Pirouet (nee Powell), Apartment 12, Millennium Court, Greve D'Azette, St Clement, JE2 6GR.

Parties (2) and (3) to be referred to collectively as "the Owners".

RECITALS

- 1 The Minister is the Minister of the States charged with the administration of the Law by whom the obligations in this Agreement are enforceable in accordance with the provisions of the Law.
- 2 The Owners warrant that they are the owners in perpetuity (à fin d'héritage) of the Site by virtue of hereditary resignation by contract dated 24th September 1993.
- 3 The Owners submitted the Application to the Minister and the parties have agreed to enter into this Agreement in order to secure the planning obligations contained in this Agreement.
- 4 The Owners acknowledge that this Agreement is legally binding.
- 5 Having regard to the purposes of the Law the Island Plan 2011 and all other material considerations the Minister decided to grant planning permission for the Development subject to the completion of this Agreement.

NOW THIS AGREEMENT WITNESSES AS FOLLOWS:

OPERATIVE PART

1 DEFINITIONS

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

"Application"	the application for planning permission dated 6th December 2013 submitted to the Minister for the Development and allocated reference number P/2013/1806
"Commencement of Development"	the date on which any use or operation forming part of the Development begins to be carried out including for the avoidance of any doubt operations consisting of site clearance, demolition work, tree removal, archaeological investigations, investigations for the purpose of assessing ground conditions, remedial work in respect of any contamination or other adverse ground conditions, diversion and laying of services, erection of any temporary means of enclosure, the temporary display of site notices or advertisements
"Development"	the Development of the Site to demolish existing dwelling, construct 2 No. dwellings and 1 No. apartment with associated parking and hard and soft landscaping
"GST"	means the goods and services tax under the Goods and Services Tax (Jersey) Law 2007
"Cycleway Contribution"	means the sum of three thousand pounds (£3,000) to be paid by the Owners to the Treasurer of the States to be applied by the Minister for the purposes of the Eastern Cycle Network or for such other planning purposes arising from the Development as the Minister shall consider being reasonably appropriate in the circumstances
"Index"	all Items Index of Retail Prices for Jersey as issued by the Statistics Unit to the States of Jersey
"Interest"	interest at three per cent above the base lending rate of the HSBC Bank Plc from time to time
"Law"	the Planning and Building (Jersey) Law 2002
"Plan"	the plan contained in the Third Schedule to this Agreement
"Planning Permit"	the planning permission subject to conditions to be granted by the Minister pursuant to the Application a draft

	of which is annexed to this Agreement in the Fourth Schedule
"Site"	La Haute Pierre, La Rue de Samares, St Clement, JE2 6LY against which this Agreement may be enforced as shown cross hatched black on the Plan
"Treasurer of the States"	the person appointed as such for the time being in accordance with Part 5 of the Public Finances (Jersey) Law 2005

2 CONSTRUCTION OF THIS AGREEMENT

2.1 Where in this Agreement reference is made to any clause, paragraph or schedule or recital such reference (unless the context otherwise requires) is a reference to a clause, paragraph or schedule or recital in this Agreement.

2.2 Words importing the singular meaning where the context so admits include the plural meaning and vice versa.

2.3 Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed interchangeable in that manner.

2.4 Wherever there is more than one person named as a party and where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and against each individually unless there is an express provision otherwise.

2.5 Any reference to a law of the States of Jersey shall include any modification, extension or re-enactment of that law for the time being in force and shall include all instruments, orders, plans regulations, permissions and directions for the time being made, issued or given under that Law or deriving validity from it.

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

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

3 LEGAL BASIS

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

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

4 CONDITIONALITY

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

5 THE OWNERS COVENANTS

The Owners covenant and agree with the Minister as set out in the First Schedule to the intent that this Agreement shall be enforceable without limit of time against the Owners and any person claiming or deriving title through or under the Owners to the Site or any part or parts thereof.

6 THE MINISTER'S COVENANTS

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

7 PUBLIC REGISTRY OF CONTRACTS

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

8 MISCELLANEOUS

8.1 Where the agreement, approval, consent or expression of satisfaction is required by the Owners from the Minister under the terms of this Agreement such agreement, approval or consent or expression of satisfaction shall not be unreasonably withheld or delayed and any such agreement, consent, approval or expression of satisfaction may be given on behalf of the Minister by the Director of Planning and notice or communication to the Minister pursuant to the provisions of this Agreement shall be addressed to the Director Development Control at Planning and Building Services South Hill St Helier Jersey JE2 4US or as otherwise notified for the purpose by notice in writing.

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

8.3 Insofar as any clause or clauses of this Agreement are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Agreement.

8.4 This Agreement shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permit shall be quashed, revoked or otherwise withdrawn or (without the consent of the Owners) it is modified by any statutory procedure or expires prior to the Commencement of Development.

8.5 No person shall be liable for any breach of any of the planning obligations or other provisions of this Agreement after it shall have parted with its entire interest in the Site but without prejudice to liability for any subsisting breach arising prior to parting with such interest.

8.6 Nothing in this Agreement shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Planning Permit) granted (whether or not on appeal) after the date of this Agreement.

8.7 Except in so far as legally or equitably permitted this Agreement shall not prejudice or fetter or affect any statutory power discretion or duty of the Minister and without prejudice to the generality of the foregoing it is agreed between the parties hereto that any benefit or power conferred on the Minister by any of the obligations or covenants by the Owner in favour of the Minister under this Agreement are in addition to any of the Ministers' statutory powers under the Law.

8.8 Nothing in this Agreement shall be construed or interpreted in such a way or inference to be drawn so as to place or create a duty of care upon the Minister as a result of the Minister agreeing to accept the covenants agreements and undertakings on the part of the Owner as contained herein.

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

9 WAIVER

No waiver (whether expressed or implied) by the Minister of any breach or default in performing or observing any of the covenants terms or conditions of this Agreement shall constitute a continuing waiver and no such waiver shall prevent the Minister from enforcing any of the relevant terms or conditions or for acting upon any subsequent breach or default.

10 CHANGE IN OWNERSHIP

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

11 INDEXATION

Any sum referred to in the First Schedule shall be increased by an amount equivalent to the increase in the Index from the date hereof until the date on which such sum is payable.

12 INTEREST

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

13 GST

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

14 JURISDICTION

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

FIRST SCHEDULE**The Owners Covenants with the Minister**

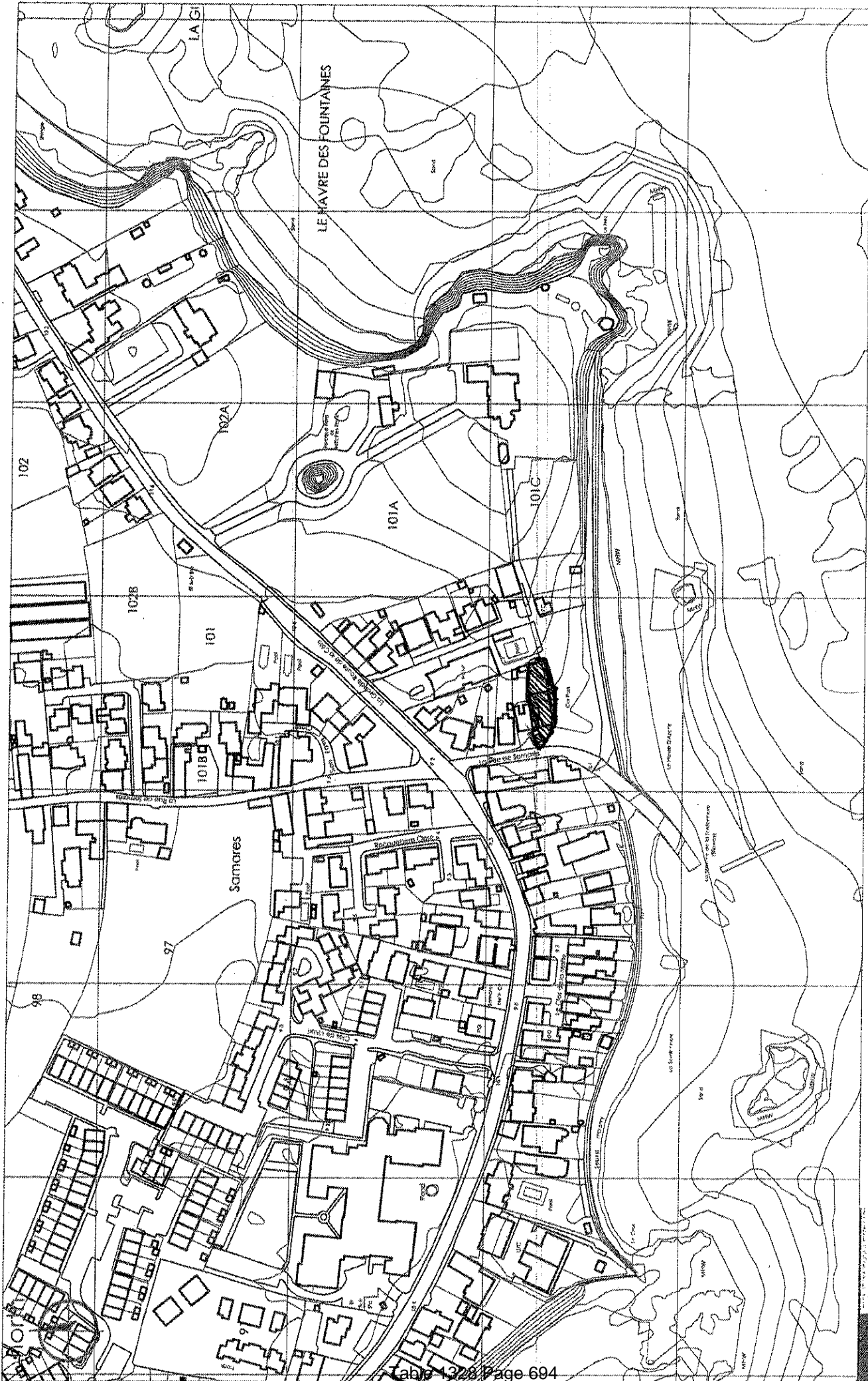
- 1 The Owners covenant and agree and undertake to pay to the Treasurer of the States the Cycleway Contribution on the execution of this Agreement.

SECOND SCHEDULE**Minister's Covenants**

- 1 The Minister hereby covenants with the 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 or for such other planning purposes arising from the Development as the Minister shall in his discretion consider to be reasonably appropriate in the circumstances.
- 2 The Minister covenants with the Owner that he will procure or arrange that the Treasurer of the States will pay to the 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.
- 3 To issue the Planning Permit to the Owners.

THIRD SCHEDULE

The Plan



copyright Digi map 44 design plus
 DH315 103

La Haute Pierre - La Rue de Samaraes, St Clement 1:2500 @ A4

esign plus
 2014 04 09 15:46
 1:2500 @ A4

FOURTH SCHEDULE

The Planning Permit

**Department of the Environment
Planning & Building Services**
South Hill
St Helier, Jersey, JE2 4US
Tel: +44 (0) 1534 445508
Fax: +44 (0) 1534 445528

Design Plus Limited
The Studio
13 - 15 Don Street
St Helier
Jersey JE2 4TQ

Planning Application Number P/2013/1806

Dear Sir/Madam

Application Address:	La Haute Pierre, La Rue de Samares, St. Clement, JE2 6LY.
Description of Work:	Demolition of existing dwelling. Construct 2 No. dwellings and 1 No. apartment with associated parking and hard and soft landscaping.

Please find enclosed notice of The Minister for Planning & Environment's decision regarding the above application.

Please note that the Conditions imposed on the Notice are important and should be strictly adhered to and any subsequent changes to the development which may affect the requirements of the Conditions should be notified to the Minister for Planning and Environment as soon as possible.

Failure to comply with the attached Conditions may result in the Minister for Planning and Environment instigating Enforcement Action.

Yours faithfully

M Jones - BA (Hons) 3D & Int. Des., MRTPI
Planner - Major Team
Planning and Building Services
Department of the Environment
direct dial: +44 (0) 1534 448439
fax: +44 (0) 1534 445528
email: m.jones@gov.je www.gov.je

Encl.

PI_2010

Chief Executive Officer: Andrew Scate BA (Hons), Dip TP, MRTPI

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

Planning Application Number P/2013/1806

Decision Notice

PLANNING AND BUILDING (JERSEY) LAW 2002

IMPORTANT NOTICE

This notice gives permission under Article 19 of the Planning and Building (Jersey) Law 2002, as amended. In accordance with Article 24(i) of the Law the grant of this permission enures (except insofar as the permission otherwise provides) for the benefit of the land to which it relates and of each person for the time being having an estate or interest in that land.

The development stated below may also require Building consent under Article 34, for which a separate application will need to be made. If you are in any doubt as to whether building permission is required please telephone the Building Applications Team on 448407 who will be pleased to help.

The Minister for Planning & Environment, having considered your application hereby GRANTS PERMISSION TO DEVELOP LAND¹ under Article 19 of the Planning and Building (Jersey) Law 2002.

Demolition of existing dwelling. Construct 2 No. dwellings and 1 No. apartment with associated parking and hard and soft landscaping.

To be carried out at:

La Haute Pierre, La Rue de Samares, St. Clement, JE2 6LY.

PLEASE NOTED: This decision is purely permissive and in no way absolves the parties concerned from obtaining, nor does it overrule, any other permission that may be required under any other law. In addition, it does not overrule any private property rights, nor does it absolve an applicant from the need to obtain the permission of the owner of the land to which a permission relates.

REASON FOR APPROVAL: The proposed development is acceptable having considered all of the material considerations raised. In particular, the development has been assessed against the criteria of Policies GD7 & SP7 of the Adopted Island Plan, 2011 which requires that new development respects, conserves and contributes positively to the diversity and distinctiveness of the landscape and the built context in accordance with the principles of good design

Chief Executive Officer: Andrew Scate BA (Hons), Dip TP, MRTPI

APPROVED

Decision Notice

PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2013/1806

In this case, the proposed demolition of the existing building - to be replaced with three new dwellings, is regarded as acceptable as key considerations regarding scale, massing and impacts to neighbouring amenities have been significantly altered to ensure that the development works more effectively with the surrounding context of development. In addition, to the representations raised to the scheme on the grounds of impacts on the residents of St. Gotthard's particular care has been taken to ensure that impacts to their private amenities have been minimised.

Therefore, it is considered that the proposals accord with the terms of Policies GD1; GD2; GD3; GD7; SP2; SP7; H6; BE4; WM1 & TT3 of the Adopted Island Plan, 2011 in that it does not have an unreasonable impact on surrounding neighbour amenities with particular regard to St. Gotthard to the north of the site.

Subject to compliance with the following conditions and approved plan(s):

Standard Condition

- A. If the development hereby permitted has not commenced within five years of the decision date, this permission shall cease to be valid.

Reason: The Minister for Planning & Environment reserves the right to reconsider this proposal consequent on any future change of circumstances or policy.

Condition(s):

1. The development, hereby approved, shall be carried out entirely in accordance with the plans and documents permitted under this Notice unless as required by the terms of Condition 2 below. No variations shall be made without the prior written approval of the Minister for Planning and Environment.

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PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2013/1806

2. Notwithstanding the indications on the approved plans, prior to the commencement of the development, hereby permitted, full details and samples of all external materials to be used to construct the development, including:- rain water goods; exterior ballustrade handrails; stainless steel brise soleils; exterior roof profile capping details for Units 1, 2, & 3; exterior garden wall details to Unit 1, timber infill screen detailing to the rear of Unit 3; are to be submitted to and approved in writing by the Minister for Planning and Environment. Also prior to construction a 1m sample panel of render is to be constructed for inspection on site and agreed in writing by the Minister for Planning and Environment. Once agreed all details shall be implemented in full prior to first use and thereafter retained and maintained as such in perpetuity.

3. As part of the detailed planning application, and before any development first commences on site, details of the finished site levels and internal floor levels intended at the completion of the development, in relation to the existing site levels (and the levels of the adjoining land), must be submitted to and agreed in writing by the Minister for Planning and Environment. The agreed levels shall be implemented in full prior to first use and thereafter retained and maintained as such in perpetuity.

4. The first floor window(s) to Units 2 & 3 respectively, in the north elevation of the development, hereby permitted, shall be fitted with obscure glass & restricted in opening to 200mm in perpetuity prior to the first occupation of the dwelling, hereby permitted, unless otherwise agreed in writing with the Minister for Planning and Environment, and thereafter permanently retained and maintained as such.

5. Prior to their installation, details showing the exact design & colour, and a schedule specifying the component parts of the windows to be installed, including the depth of the reveals, shall be submitted to and agreed in writing by the Minister for Planning and Environment. Prior to first use the agreed fenestration designs shall be implemented in full and thereafter retained and maintained as such in perpetuity.

6. The roof areas of the development, hereby approved, shall not be used as additional balconies, roof gardens or similar amenity area without the written permission of the Minister for Planning and Environment.

APPROVED

Decision Notice

PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2013/1806

7. Prior to first use of Unit 2, recessed obscure glazed screens to a height of 1750mm high shall be constructed around the perimeter of the roof terrace and thereafter permanently retained and maintained as such.
8. Prior to first use of Unit 1 recessed obscure glazed screens to a height of 1750mm high shall be constructed along the west elevation of the roof terrace and thereafter permanently retained and maintained as such.
9. The five parking space(s) shown on planning approved document DP1315 107 a shall be permanently kept available for the parking of vehicles by the occupiers of the three units, hereby approved, and for no other purpose.
10. The foul sewer connection in La Rue de Samares to the west of the site shall be protected during demolition and reconstruction works.
11. Prior to first use of the development, hereby approved, details must be submitted to and agreed in writing by the Minister for Planning and Environment which demonstrate that the eastern access point to the underground car park has at least a 20m visibility splay from a point 2.4m back from the edge of the car park access road. The approved scheme shall be implemented in full and thereafter retained and maintained as such.
12. Notwithstanding the provisions of the Planning and Building (General Development) (Jersey) Order 2011, or any amendment to or replacement of that order, no works involving the erection of a building, extension, structure, gate, wall, fence or other means of enclosure, satellite dishes/aerials or antennae, tank, or the introduction of any hardstanding to any ground surface, other than those shown on the drawings approved with this permission, is permitted without the prior approval of the Minister for Planning and Environment.

Reason(s):

1. To ensure that the development is carried out and completed in accordance with the details approved by the Minister for Planning and Environment for Policy GD1 of the Adopted Island Plan, 2011.
2. To safeguard the visual amenities of the area, in accordance with Policies GD 7 & SP 7 of the Adopted Island Plan, 2011.

APPROVED

Decision Notice

PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2013/1806

3. To ensure that the development is satisfactorily sited and designed so that it does not have a detrimental impact upon neighbours and the surrounding area, in accordance with Policies GD 1 and GD 7 of the Adopted Island Plan, 2011.
4. To prevent overlooking and loss of privacy of the occupiers of the adjoining property known as, St. Gotthard's, in accordance with Policy GD 1 of the Adopted Island Plan, 2011.
5. To prevent the use of a window which is damaging to the character of the building in which it is to be inserted to accord with Policies GD 7 & SP 7 of the Adopted Island Plan, 2011.
6. To prevent the overlooking and loss of privacy of the occupiers of neighbouring properties, in accordance with Policy GD 1 of the Adopted Island Plan, 2011.
7. To prevent overlooking and loss of privacy of the occupiers of the adjoining properties, in accordance with Policy GD 1 of the Adopted Island Plan, 2011.
8. To prevent overlooking and loss of privacy of the occupiers of the adjoining properties, in accordance with Policy GD 1 of the Adopted Island Plan, 2011.
9. To ensure the permanent provision of on-site car-parking for vehicles, in the interests of highway safety and amenity, in accordance with Policy GD 1 of the Adopted Island Plan, 2011.
10. To ensure that suitable connection to the main foul sewer is possible on completion of the development to accord with the requirements of Policies LWM2 and GD1 of the Adopted Island Plan, 2011.
11. In the interests of highway safety, in accordance with Policy GD 1 of the Adopted Island Plan, 2011.
12. The form and design of the layout approved requires strict control over the form of any additional development which may be proposed to accord with Policies GD1 & GD7 of the Adopted Island Plan, 2011.

APPROVED

Decision Notice

PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2013/1806

INFORMATIVE 1:- As the site is located within the area where the Eastern Cycle Route will potentially pass through the application will be subject to a Planning Obligation Agreement (P.O.A.) for the delivery of a financial contribution towards the delivery of the Eastern Cycle Route as required by Policy TT3 of the Adopted Island Plan, 2011. (Likely to be in the region of £1,000 per unit). The Terms of the P.O.A. shall be agreed within 3 months of the Determination date of the application.

INFORMATIVE 2:- All site workers should be made aware of the possibility of bats on site, especially in the case of roof work. They should be advised that it is their responsibility under the Wildlife Law to stop work and notify the Department of the Environment immediately should bats be found, so that mitigation can be arranged.

FOR YOUR INFORMATION:

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

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

Location Plan DP1315 100
Proposed Site Plan DP1315 106a
Proposed Ground Floor Plan and Elevations DP1315 107a
Proposed First Floor Plan and East elevation DP1315 108a
Proposed Second Floor Plan and West elevation DP1315 109a
Proposed North Elevation and Section DP1315 112a
Proposed east and West elevations DP1315 111a
Proposed Roof Plan and South elevation DP1315 110a
Design Statement
Waste Management Statement

If written representations were made on this application this permission shall not have effect for a period of 28 days from the date of this notice, in order to allow for the lodging of any 'third party' appeal against the decision under Article 114 of the Law of the Planning and Building (Jersey) Law 2002.

If during this period a person appeals in accordance with Article 114 of the Law, the decision shall not have effect until either the appeal is withdrawn

Chief Executive Officer: Andrew Scate BA (Hons), Dip TP, MRTPI

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Decision Notice

PLANNING AND BUILDING (JERSEY) LAW 2002

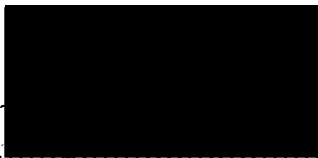
Planning Application Number P/2013/1806

or is determined. When any such appeal is determined the decision shall have effect, if at all, in accordance with that determination.

Signed for Director

APPROVED

Signed by John Francis Pirouet



In the presence of ...

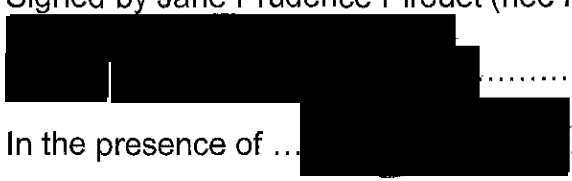


Michelle Leverington
Solicitor
Hanson Renouf
12 Hill Street
St Helier
JE2 4UA

Name and Position.....

This 25th day of March 2014

Signed by Jane Prudence Pirouet (nee Powell)



In the presence of ...



Michelle Leverington
Solicitor
Hanson Renouf
12 Hill Street
St Helier
JE2 4UA

Name and Position.....

This 28th day of March 2014

Signed on behalf of the Minister



by.....

Name and Position... PETER LE GRESLEY (DIRECTOR).....

in the presence of.....



Name and Position... MARION JONES.....

this 1st day of APRIL 2014