

**PLANNING OBLIGATION AGREEMENT UNDER ARTICLE 25 OF
THE PLANNING AND BUILDING (JERSEY) LAW 2002
RELATING TO THE DEVELOPMENT OF FIELD 433, LA RUE DE LA
MARAIS A LA COCQUE, GROUVILLE FOR OFFICE DEVELOPMENT
AND ASSOCIATED ANCILLARY ACCOMMODATION**

Dated :

16th September

2013

The Minister for Planning and Environment (1)

David Brian Cummins (2)

Treena Violet Cummins née Hill (3)

DATE

16th September

2013

PARTIES

- (1) The Minister for Planning and Environment of States Offices, South Hill, St. Helier, Jersey, JE2 4US ("the Minister"); and
- (2) David Brian Cummins and Treena Violet Cummins Née Hill of Darna, Rue de la Marais a la Cocque, Grouville JE3 9AT ("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 a contract of purchase from Jean Therezien and Denise Yvonne Amelie Therezien née Sebillé passed before the Royal Court on 20th November 1981.
- 3 David Brian Cummins 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:

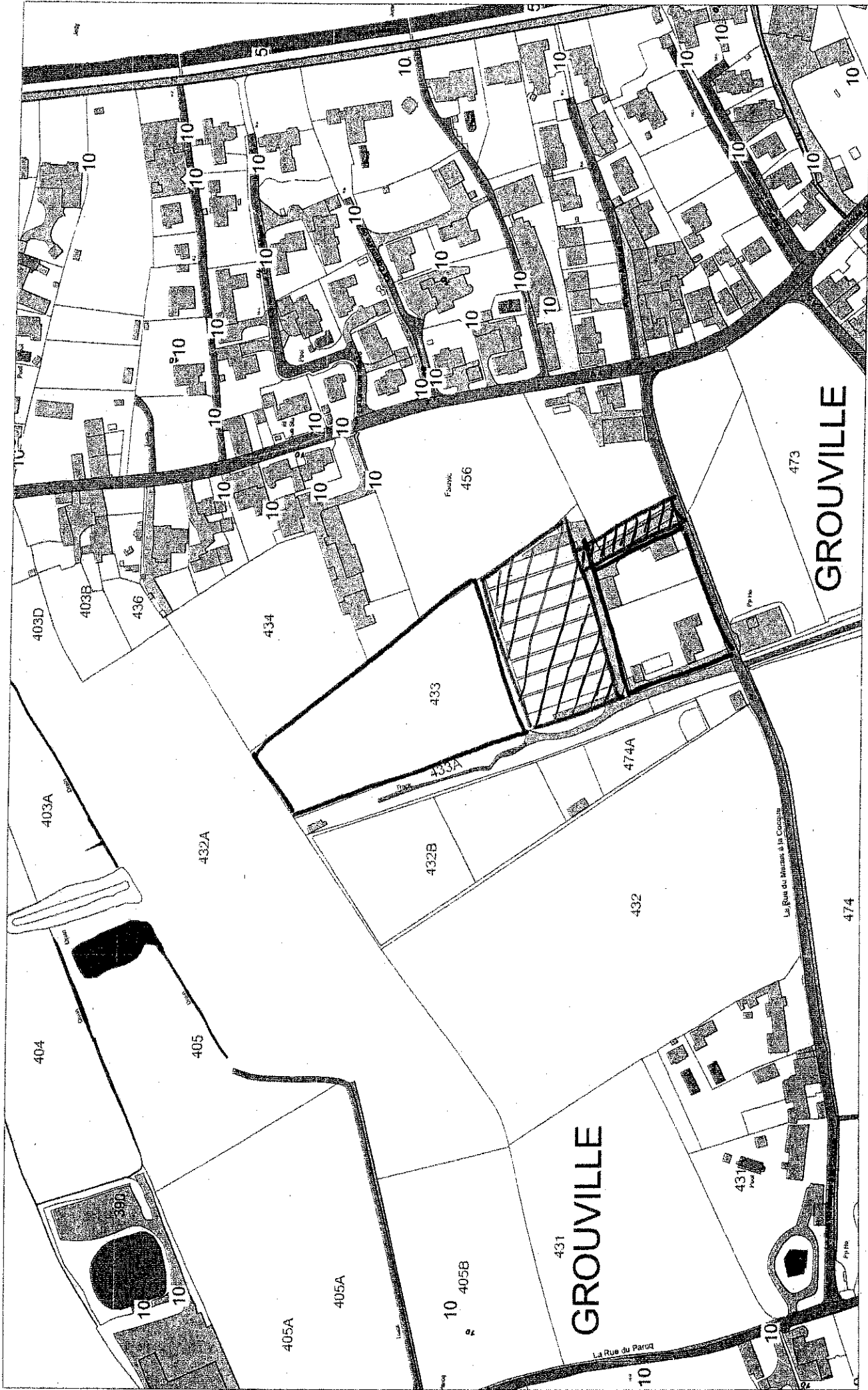
OPERATIVE PART

1 DEFINITIONS

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

"Application" the application for planning permission dated 7th February 2013 submitted to the Minister for the Development and allocated reference number P/2013/0188

"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



LOCATION PLAN
SCALE 1: 2500

11 February 2013

	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 Remove redundant glasshouses and construct a storage shed. Construct earth bank to provide screening. Existing building to South of proposed shed to be reduced in size to provide improved vehicular access as set out in the Application
“GST”	means the goods and services tax under the Goods and Services Tax (Jersey) Law 2007
“Cycleway Contribution”	means the sum of two thousand pounds (£2,000) 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 attached to this Agreement
“Planning Permit”	the planning permission subject to conditions to be granted by the Minister pursuant to the Application
“Site”	Field 433 Grouville against which this Agreement may be enforced as shown 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 Owners 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 Owners 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

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 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 by David Brian Cummins



In the presence of

This 5th day of September 2013

Signed by Treena Violet



In the presence of

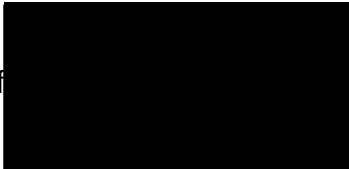
This 5th day of September 2013

Signed on behalf of the Minister

by 

(PETER LE GREGLEY)

in the presence of



(JOHN NICHOLSON)

this 16th day of SEPTEMBER 2013