

# *In the Royal Court of Jersey*

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**Samedi Division**

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**In the year two thousand and eleven, the twenty-eighth day of January.**

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, Jardin De Haut Limited, Roger Alfred Rene Thomas, Les Vaux Housing Trust, The Royal Bank of Scotland International Limited and Alpine Contractors Limited in relation to Field Nos. 561 and 562, La Rue de la Vallée, St Mary be registered in the Public Registry of this Island.

  
Greffier Substitute

LOD

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**Planning Obligation Agreement under Article 25 of the Planning and Building (Jersey) Law 2002**  
relating to the development of Fields 561 and 562 La Rue de la Vallée, St Mary

Dated :

28<sup>th</sup> January 2011

The Minister for Planning and Environment (1)

Jardin De Haut Limited (2)

Roger Alfred Rene Thomas (3)

Les Vaux Housing Trust (4)

The Royal Bank of Scotland International Limited (5)

Alpine Contractors Limited (6)

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DATE

28<sup>th</sup> January 2011

PARTIES

- (1) The Minister for Planning and Environment of States Offices, South Hill, St Helier, Jersey JE2 4US ("the Minister")
- (2) Jardin De Haut Limited of Kensington Chambers 46/50 Kensington Place, St Helier, JE1 1ET ("the Owner")
- (3) Roger Alfred Rene Thomas of North End Cottage, La Rue de la Scelleterie, St Lawrence, Jersey, JE3 1FZ ("the Hypothecator")
- (4) Les Vaux Housing Trust of 16 Dumaresq Street, St Helier, Jersey, JE2 3RL ("the Purchaser")
- (5) The Royal Bank of Scotland International Limited of Royal Bank House, 71 Bath Street, St Helier, Jersey, JE2 4SU ("the Lender")
- (6) Alpine Contractors Limited of 46/50 Kensington Place, St Helier, Jersey, JE1 1ET ("the Contractor")

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 Owner warrants that it is the owner of the Site to which it has right in the manner referred to in the First Schedule.
- 3 The Application has been made to the Minister by the Contractor and the parties have agreed to enter into this Agreement in order to secure the planning obligations contained in this Agreement.
- 4 The Hypothecator has an interest in the Site by virtue of a simple conventional hypothecs (*hypothèques conventionnelles simple*) forming part of the contract of purchase dated 16<sup>th</sup> April, 2010 of the Site by the Owner.
- 5 The Purchaser proposes to purchase that part of the Site upon which the Lifelong Housing Units for Social Rent and the Petanque Pitch and Recycling Services area are to be built and the Lender proposes to advance funds to the Purchaser to fund the said purchase.
- 6 The parties acknowledge that this Agreement is legally binding.
- 7 Having regard to the purposes of the Law the Island Plan 2002 and all other material considerations the Minister has granted on the 12<sup>th</sup> November 2009 planning permission for the Development subject to the completion of this Agreement and notwithstanding the terms of condition 1 of the Planning Permit the Minister has agreed to extend the time limit for the execution of this Agreement until the date hereof.

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8 This Agreement shall be construed so as to give effect to the purpose and intention of the Law

**NOW THIS AGREEMENT WITNESSES AS FOLLOWS:**

**OPERATIVE PART**

**1 DEFINITIONS**

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

"Affordable Housing"		residential accommodation whether it be accommodation for renting or accommodation for purchase, for persons who would otherwise have financial difficulties renting or acquiring residential accommodation in the general market for residential accommodation prevailing in Jersey.
"Approved Funder"		shall have the meaning attributed to such phrase in Clause 11.2 of this Agreement.
"Carer"		someone who looks after a Lifelong Home Occupier who needs support because of age, physical or learning disability or illness, including mental illness and who either meets the criteria for the carers component part of Income Support or would so meet that criteria were a claim for Income Support to be made.
"Category A Housing"		shall have the meaning attributed to such phrase in the Island Plan 2002 and Supplementary Planning Guidance issued by the Planning and Environment Department of the States of Jersey.
"Development"		the development of the Site for Category A Housing to provide thirty three (33) dwelling houses of which fifteen (15) shall be First Time

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		Buyer Units fourteen (14) Lifelong Housing for social rent and four (4) shall be Lifelong Housing for purchase; the whole as detailed on the Planning Permit.
"Dwelling Unit"		a dwelling house to be constructed on the Site as part of the Development pursuant to the Planning Permit.
"Eligibility Criteria"		a person aged 55 years of age or over.
"Family Member"		means a member of the family of a First Time Buyer who is entitled by virtue of the terms of this Agreement to occupy a Dwelling Unit and for the purposes of this Agreement shall mean the spouse, partner, brother, sister, daughter, son, step-child, parent, grandparent or grandchild of a First Time Buyer or the partner, brother, sister, daughter, son, step-child, parent, grandparent or grandchild of the spouse or partner of a First Time Buyer.
"First Time Buyer"		any person who is reasonably approved from time to time by the Housing Minister as being eligible to acquire a unit of Category A Housing.
"First Time Buyer Unit"		Dwelling Units 1 & 2 and 18 to 30 (inclusive) as shown on the Plan.
"Foul Sewer Extension"		works to be carried out under paragraph 7.2 of the Third Schedule for means of disposal of foul drainage from the Site by extending the public foul sewer in La Rue de la Vallée to the Site in accordance with the Foul Sewer Extension Specification.

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"Foul Sewer Extension Specification"	a specification to be agreed in writing between the Owner and the Minister (with plans and sections and including not only the sewer pipe but also manholes ventilating shafts pumps and other accessories thereto belonging) for the carrying out of all and any necessary works for the Foul Sewer Extension to the requirements of the Minister for Transport and Technical Services' specification for the adoption of sewers.
"Housing Minister"	the Minister for Housing charged with the administration of the Housing (Jersey) Law 1949.
"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.
"Lifelong Housing"	suitable accommodation to the reasonable satisfaction of the Minister for occupation solely by those over the age of fifty five years.
"Lifelong Housing Family Member"	means a member of the family of a Lifelong Housing Occupier and for the purposes of this Agreement shall mean the spouse, partner, brother, sister, daughter, son, step-child, parent, grandparent or grandchild of the Lifelong Housing Occupier or the partner, brother, sister, daughter, son, step-child, parent, grandparent or grandchild of the spouse or partner of the Lifelong Housing Occupier.

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"Lifelong Housing Occupier"		means the occupier of a Lifelong Housing being the person who meets the Eligibility Criteria.
"Lifelong Housing Unit"		Dwelling Units 3 to 17 (inclusive) and 31 to 33 (inclusive) as shown on the Plan.
"Lifelong Housing Unit for Social Rent"		Dwelling Units 3 to 16 (inclusive) as shown on the Plan.
"Occupation and Occupied"		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.
"Plan"		the plan annexed to this Agreement and signed by the parties.
"Planning Permit"		the planning permission, a copy of which is attached as the Second Schedule.
"Public"		the public of the Island of Jersey.
"Royal Court"		the Royal Court of the Island of Jersey.
"Site"		the land against which this Agreement may be enforced as shown enclosed by the dotted line on the Plan.
"Social Rental Accommodation"		shall mean accommodation which is let for rental by a Social Rental Landlord approved for that purpose by the Housing Minister acting

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		reasonably to a person or persons who satisfy the Housing Minister's criteria and qualifications for Affordable Housing.
"Social Rental Land"		shall mean that part of the Site upon which the Lifelong Housing Units for Social Rent and the Petanque Pitch and the Recycling Services Area are to be constructed.
"Social Rental Landlord"		shall mean: <ol style="list-style-type: none"> <li>1. the Public</li> <li>2. a Parish</li> <li>3. the Purchaser or another Housing Trust</li> </ol> <p>when discharging their function of providing housing for those persons whom the Social Rental Landlord considers, having regard to the criteria set out from time to time by the States or by the Housing Minister as the case may be.</p>
"Southern Boundary Treatment"		those works to be carried out by the Owner in accordance with the Southern Boundary Treatment Specification.
"Southern Boundary Treatment Specification"		the specification set out on the plans approved pursuant to the Planning Permit for the treatment of the southern boundary namely the installation of oak railway sleepers to the bottom of the bank with a 1200 mm high fence to the top of the bank.
"Transport Contribution"		means the sum of forty four thousand one hundred and twenty pounds (£44,120) Indexed to be paid to the Treasurer of the States and expended by the Minister in accordance with this Agreement in order for TTS to provide the Transport Management Measures.

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"Transport Management Measures"		<p>the carrying out or procurement by TTS of the following:</p> <ul style="list-style-type: none"> <li>i) A safeguarded pedestrian route from the Site along the eastern side of La Rue de la Vallée up to the Parish Church of Sainte Marie;</li> <li>ii) Improvements to the junction of La Rue de la Vallée with La Route de Ste Marie;</li> <li>iii) A Traffic Regulation Order for 'one way' traffic flow in a northerly direction along La Rue de la Vallée from a point approximately 76 metres south of its junction with La Route de Ste Marie; and,</li> </ul>
"Works"		<p>all those construction and other works, operations and processes and the provision of all fixtures and fittings and equipment necessary to complete each Lifelong Housing Unit in accordance with plans approved and building permits issued by the Minister.</p>

## 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.

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- 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 Owner under this Agreement create planning obligations pursuant to Article 25 of the Law and are enforceable by the Minister against the Owner.

### **4 CONDITIONALITY**

This Agreement shall come into effect immediately upon the date upon which it has been recorded as registered in the Royal Court as evidenced by an Act of the said Court.

### **5 THE OWNER'S COVENANTS**

The Owner covenants and agrees with the Minister as set out in the Third Schedule to 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 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.

### **7 MISCELLANEOUS**

- 7.1 The Owner shall pay to the Minister on completion of this Agreement the reasonable legal costs of the Minister incurred in the negotiation, preparation and completion of this Agreement.
- 7.2 Where the agreement, approval, consent or expression of satisfaction is required by the Owner 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 at Planning and Building Services South Hill St Helier Jersey JE2 4US or as otherwise notified for the purpose by notice in writing.
- 7.3 Any notices on the Owner shall be deemed to have been properly served if sent by ordinary post to and addressed to the Owner at the address referred to above or as otherwise notified for the purpose by notice in writing.

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- 7.4 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.
- 7.5 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 by any statutory procedure or expires prior to the Commencement of Development;
- 7.6 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 or any part thereof but without prejudice to liability for any subsisting breach arising prior to parting with such interest.
- 7.7 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.
- 7.8 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
- 7.9 Nothing contained herein shall be construed as obviating the need for the Owner to obtain or acquire from the Public (whether in its public or private capacity) or the Parish of St Mary (whether in its public or private capacity) or any third party with respect to the Development or its use any consents permits authorisations rights interests in land or servitudes
- 7.10 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
- 7.11 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
- 7.12 All communications and notices served or made under this Agreement shall be in writing.
- 7.13 Any sum referred to in this Agreement 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.

## 8 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 from acting upon any subsequent breach or default.

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## 9 CHANGE IN OWNERSHIP

The Owner agrees with the Minister to give the Minister immediate written notice of any change in ownership of any of its interests 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 Dwelling Unit purchased by reference to a plan.

## 10 HYPOTHECATORS CONSENT

The Hypothecator acknowledges and declares that this Agreement has been entered into by the Owner with his consent and that the Site shall be bound by the obligations contained in this Agreement and that the security of the Hypothecator over the Site shall take effect subject to this Agreement PROVIDED THAT the Hypothecator shall otherwise have no liability under this Agreement unless he takes possession of the Site in which case he too will be bound by the obligations as a person deriving title from the Owner.

## 11. LENDERS CONSENT

11.1 The Lender acknowledges and declares that this Agreement has been entered into by the Owner with its consent and that the Site shall be bound by the obligations contained in this Agreement and that the security of the Lender over the Social Rental Land shall take effect subject to this Agreement PROVIDED THAT the Lender shall otherwise have no liability under this Agreement unless it takes possession of the Social Rental Land in which case it too will be bound by the obligations as a person deriving title from the Owner. If the circumstances set out in clause 11.2.3 arise the provisions of paragraphs 1.3 and 1.5 of the Third Schedule shall cease to apply to that part of the Social Rental Land upon which any hypothec held by the Lender was secured and all units constructed thereon shall be designated First Time Buyer Units.

11.2 An Approved Funder is the holder of a judicial hypothec charged upon the Social Rental Land or any part thereof ("the Relevant Land") in accordance with the provisions of the "*Loi (1880) sur la Propriété Foncière*" to secure the repayment of monies loaned with the consent of the Housing Minister to the Social Rental Landlord to enable it to proceed with the acquisition and/or development of the Social Rental Land.

11.2.1 Such Approved Funder having obtained an "*acte Vicomte chargé d'écrire*" for repayment of the debt secured by such hypothec against the Social Rental Landlord, offers to the Public by notice in writing given to the Minister for Treasury and Resources within fourteen days of the grant of such *Acte Vicomte chargé d'écrire* the option (exercisable within the six months following the service of such notice) of taking a hereditary transfer of the relevant land in the event that the Approved Funder takes tenure of the relevant land in any ensuing *dégrévement* on the terms set out in clause 11.3.

11.2.2 The Social Rental Landlord becomes bankrupt as defined by Article 8 of the Interpretation (Jersey) Law 1954 and the Approved Funder offers to the Public by notice in writing given to the Minister for Treasury and Resources the option (exercisable within the six months following the service of such notice) of taking an assignment from the Approved Funder of the debt due to the Approved Funder by the Social

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Rental Landlord secured by such hypothec on the terms set out in clause 11.4 provided that:-

- (i) unless and until the insolvency procedure of *dégrévement* is abolished and is not replaced by any insolvency procedure entitling the holder of a hypothec to realise that security by bringing proceedings for the vesting in him of the property upon which the hypothec is secured this clause 11.2.2 will only apply in respect of bankruptcy proceedings which have been initiated by the Social Rental Landlord or any third party including the Public but will not apply to bankruptcy proceedings which have been initiated by or at the instance of the Approved Funder.
- (ii) during the six months following the service of the option notice referred to in this clause 11.2.2, the Approved Funder will take all such steps in the bankruptcy proceedings as are necessary or appropriate to protect its rights and interests in those proceedings.

11.2.3 The Public, having been offered an option in accordance with either of clauses 11.2.1 or 11.2.2 does not accept the option within the period specified for its acceptance.

11.3 The terms referred to in clause 11.2.1 are that if the Public exercises the option and takes such transfer of the relevant land, the Public will be substituted for the Social Rental Landlord in respect of the debt and obligations secured by the hypothec and will discharge:-

- (i) all amounts due thereunder at the date of the transfer forthwith; and
- (ii) all continuing obligations of the Social Rental Landlord to the Approved Funder under the debt and obligations secured by the hypothec as they fall due.

11.4 The terms referred to in clause 11.2.2 are that if the Public exercises the option referred to in clause 11.2.2, the Approved Funder will assign to the Public all its rights in the debt due to the Approved Funder secured by the hypothec and in the hypothec itself and the Public will discharge to the Approved Funder all sums due in respect of the said debt and hypothec as at the date of assignment.

## 12. CONTRACTORS CONSENT

The Contractor as holder of the Planning Permit acknowledges and ratifies this Agreement.

## 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

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**14 JURISDICTION**

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

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**FIRST SCHEDULE****Details of the Owner's Title, and description of the Site**

The Owner has an interest in the Site by hereditary purchase by contract passed before the Royal Court of Jersey on 16<sup>th</sup> April, 2010 from Roger Alfred Rene Thomas, and which is shown on the Plan, as attached hereto.

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The information on this drawing is based on the information provided by the client and is not to be used for any other purpose without the written consent of the architect. The architect is not responsible for the accuracy of the information provided by the client. The architect is not responsible for the accuracy of the information provided by the client. The architect is not responsible for the accuracy of the information provided by the client.

Digitmap Ref. 29  
 Status  
 For Comment

**LOVELL OZANINE**  
 Architect  
 Project: Proposed Residential Development at  
 Fields 561 & 562  
 Site No. 1000  
 For: Alpha Contractors Ltd  
 Date: 08/10/10



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**SECOND SCHEDULE**  
**The Planning Permission**

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



Mr B Noel  
 Alpine Contractors Limited  
 Longbeach  
 Mon Sohier  
 St Brelade  
 JE3 8EA

Planning Application Number P/2009/1600

# Planning Permit

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. 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 LAND<sup>1</sup> under Article 19 of the Planning and Building (Jersey) Law 2002.

Demolish glass houses. Construct 33 No. residential units with associated landscaping.

To be carried out at:

Fields 561 & 562, La Rue de la Vallee, St. Mary.

**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.

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

**Standard Condition**

<sup>1</sup> CAUTION

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.

(P1; P/2009/1600; Page 1)

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# Planning Permit

PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2009/1600

- 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 applicant shall, within three months of the date of this permission, enter into a formal obligation with the Minister for Planning and Environment under Article 25 of the Planning and Building (Jersey) Law 2002. Unless otherwise agreed by the Minister, the obligation shall, in relation to the development approved under this permit, guarantee the provision of the following;

a) of the total number of dwelling units permitted on the developments of Fields 561 and 562, St Mary, 55% shall be sold to first-time buyers and 45% shall be sold or transferred to a social housing landlord approved for that purpose by the Minister for Housing for rental to persons meeting the required qualifications.

b) the minimum occupancy age for a lifelong dwelling will normally be 55 years in perpetuity. In exceptional circumstances, the Minister may vary the planning obligation to allow occupancy by younger disabled people provided a medical case is made which is supported by the Parish and the Minister for Housing. In addition, with the exception of full-time carers, lodgers and paying guests will not be permitted and accommodation for family and friends will be restricted to a maximum of 45 days per annum.

c) the Minister for Planning and Environment will expect the social rental accommodation to be used only for that purpose and rented by a social rented landlord, approved as such by the Minister for Housing, to a person or persons who have been assessed by the Minister as satisfying his allocation criteria.

d) the funding of a local traffic management scheme to include;

i) a safeguarded pedestrian route from the site, along the eastern side of La Rue

**CAUTION**

(P1; P/2009/1600; Page 2)

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.

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# Planning Permit

PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2009/1600

de la Vallee upto the Parish Church of Ste Marie, terminating at a point to be agreed with the Minister for Planning & Environment,

ii) improvements to the junction of La Rue de la Vallee with La Route de Ste Marie in accordance with a scheme to be agreed with the States Transport and Technical Services Department,

iii) a Traffic Regulation Order to secure a 'one-way' traffic flow in a northerly direction along La Rue de la Vallee from a point approximately 76 metres south of its junction with La Route de Ste Marie. The exact length of one-way section is to be agreed with the States Transport and Technical Services Department and,

iv) the retention and enhancement of the "coffin path" to the south east boundary of the site at the traditional width of 8 Jersey feet and the erection of a hard boundary (details to be agreed) to prevent encroachment over time, such boundary being preserved in contracts upon sale of the units.

e) the funding of an extension to the foul sewer in La Rue de la Vallee, to serve the site.

2. The detailed design of the proposed new dwellings is not hereby approved. Further details shall, accordingly, be submitted to show a satisfactory degree of 'local relevance'. No works shall commence on site until such details are agreed by the Planning Applications Panel, in consultation with the Departmental Architect.

3. Before the development commences, samples of all external materials to be used, including hard-surfacing of communal and parking areas, shall be submitted to and approved by the Department.

4. Before the development commences, details of the surface and foul water drainage shall be submitted to and approved by the Department. In this respect, it is expected that the surface water drainage system will be capable of storing and infiltrating all storms up to a 1 in 30 year event before any spill to the gully takes place and that the thresholds of all new houses will be at a level where any such spillage would not lead to the flooding of properties.

5. Notwithstanding the submitted plans, details of the proposed means of

**CAUTION**

(P1; P/2009/1600; Page 3)

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RECEIVED  
 12/11/09

# Planning Permit

PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2009/1600

boundary treatment around the site and between individual dwellings shall be submitted to and agreed in writing by the Minister. In this respect, it is expected that hard boundaries shall be placed on the site perimeter where it adjoins existing residential curtilages and where it abuts the coffin-path. Such boundaries shall be erected prior to the occupation of any new dwelling, unless otherwise agreed in writing by the Minister.

6. The use of painted hatched lines to demarcate the proposed pedestrian path along La Rue de la Vallee is not approved. The path shall be finished with an anti-skid surface, of a colour to be agreed in writing with the Minister, and details of the design, materials and positioning of the associated bollards shall be submitted to and agreed in writing with the Minister.

7. The development hereby permitted shall not be commenced until there has been submitted to and approved in writing by the Minister for Planning and Environment, a scheme of landscaping, which shall have full regard to the Red Squirrel Species Action Plan, and which shall provide details of the following;

- i) all existing trees, hedgerows and other plants, walls, fences and other features which it is proposed to retain on the site and on adjoining land within the same ownership;
- ii) the position of all new trees and/or shrubs, this must include the species of plant(s)/tree(s) to be planted, their size, number and spacing and the means to be used to support and protect them;
- iii) other landscape treatments to be carried out or features to be created, for example, any excavation works, surfacing treatments, or means of enclosure;
- iv) the measures to be taken to protect existing trees and shrubs; and,
- v) the arrangements to be made for the maintenance of the landscaped areas.

8. All planting and other operations comprised in the landscaping scheme approved under this permission, shall be carried out and completed in the first planting season following the completion of the development and no trees shall be felled unless evidence is provided that they do not accommodate squirrel dreys which are currently being occupied.

**CAUTION**

(P1; P/2009/1600; Page 4)

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.

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# Planning Permit

PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2009/1600

9. No dwelling shall be occupied until the respective car parking spaces, garaging and manoeuvring area for each particular dwelling has been provided to the satisfaction of the Minister for Planning and Environment. Such areas shall, thereafter be permanently retained for the purposes of parking / manoeuvring.

10. A Percentage for Art contribution must be delivered in accordance with the Percentage for Art Statement submitted to, and approved by, the Minister for Planning and Environment. The approved work of art must be installed prior to the first use/occupation of any part of the development hereby approved.

**Reason(s):**

1. The site was specifically re-zoned for Category 'A' Housing by the States and the Minister wishes to ensure that the occupation of the dwellings complies with the States Resolution and that the site is served by an adequate infrastructure including traffic management within St Mary's village.
2. The Planning Applications Panel were not satisfied that the proposed details of design were of sufficient quality to satisfy the provisions of Policy G3 of the Jersey Island Plan, 2002.
3. To ensure that the materials are appropriate to this development in terms of complying with policies G2 and G3 of the Jersey Island Plan, 2002.
4. To ensure that the site is adequately drained, in accordance with policies G2 and NR2 of the Jersey Island Plan, 2002.
5. To ensure that the demarcation of the site boundaries is achieved through solid, permanent features in order to protect the amenities of neighbouring residents and to prevent encroachment onto the coffin path.
6. In the interests of the amenities of the local area, in accordance with Policy G2 of the Jersey Island Plan, 2002.
7. In the interests of the amenities of the area and in order to encourage red

**CAUTION**

(P1; P/2009/1600; Page 5)

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.

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# Planning Permit

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squirrels into and through the area, in accordance with policies G2 and C3 of the Jersey Island Plan, 2002.

8. To ensure that the proposed works do not cause undue harm to wildlife habitats.

9. To ensure that the site is adequately served by parking / manoeuvring space, in accordance with Policy G2 of the Jersey Island Plan, 2002.

10. In accord with the provisions of Island Plan policy BE12.

#### FOR YOUR INFORMATION:

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

- A: Location Plan
- B: Soft Landscaping Plan
- C: Roof Plan Site Layout
- D: First Floor Site Plan
- E: Road Works Proposal
- F: Ground Floor Site Layout
- G: 2 Bed House Plan and Elevation
- H: 2 Bed House Plan and Elevation
- I: 3 Bed House Plan and Elevation
- J: 3 Bed House Plan and Elevation
- K: 4 Bed House Plan and Elevation
- L: Demolition Plan
- M: Site Elevations K & L
- N: Site Elevations G, H & L
- O: Site Elevations D, E & F
- P: Site Elevations A, B & C
- Q: 3D Images
- R: Waste Management Plan
- S: Design Statement

#### CAUTION

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.

(P1; P/2009/1600; Page 6)

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# Planning Permit

PLANNING AND BUILDING (JERSEY) LAW 2002

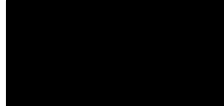
Planning Application Number P/2009/1600

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

12/11/2009

Signed



or Director

RECORDED

**CAUTION**

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.

(P1; <P\_Ref\_no>; Page 2)

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**THIRD SCHEDULE****The Owner's Covenants with the Minister**

The Owner covenants, agrees and undertakes:

- 1.1 that fifteen (15) of the Dwelling Units to be constructed on the Site shall be First Time Buyer Units
- 1.2 that the fifteen (15) of the First Time Buyer Units to be constructed on the Site shall be sold to First Time Buyers
- 1.3 that eighteen (18) of the Dwelling Units to be constructed on the Site shall be Lifelong Housing Units
- 1.4 that of the Lifelong Housing Units to be constructed on the Site four (4) shall be Lifelong Housing Units for sale;
- 1.5 that of the Lifelong Housing Units to be constructed on the Site fourteen (14) shall be Lifelong Housing Units for Social Rental
- 2.1 to carry out the Works expeditiously and ensure that the Works are completed no later than the fifteen (15) First Time Buyer Units;
- 2.2 to complete the Works to a good standard of workmanship with good quality materials and in accordance with accepted good building practice and in any event to a standard at least commensurate with the fifteen (15) First Time Buyer Units
- 3.1 before or upon practical completion of the Works to transfer the fourteen (14) Lifelong Housing Units for Social Rental (whether individually or en bloc and by means of a contract of hereditary sale passed before the Royal Court) on terms that are approved by the Planning Minister and accord with the Housing Minister's requirements for the provision of Social Rental housing to a Social Rental Landlord with the benefit of the following:
  - 3.1.1 full and free rights of access both pedestrian and vehicular from the public highway to the Lifelong Housing Units;
  - 3.1.2 full and free rights to the passage of water soil electricity gas and other services through the pipes drains channels wires cables and conduits which shall be in the adjoining land up to and abutting the boundary to the Lifelong Housing Units all such services to be connected to the mains;
- 3.2 At least twenty-one days prior to Occupation of a Dwelling Unit the Owner shall notify in writing the Minister of the intention to Occupy the Dwelling Unit and will provide the Minister with such information that the Minister reasonably requires to identify the relevant Dwelling Unit and identify the occupier
- 3.3 that the transfer of a site to a First Time Buyer a Lifelong Home Buyer or a Social Rental Landlord as the case may be prior to the completion of the construction thereon of a Dwelling Units shall not operate to transfer to the purchaser any obligation to which the Owner is subject by this Agreement until final completion of the Development and sale or other alienation of all units of accommodation thereon.

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- 4.1 all subsequent transfers of First Time Buyer Units shall be to First Time Buyers reasonably approved as such by the Housing Minister and all subsequent transfers of Lifelong Housing Units for Social Rental shall be to Social Rental Landlords reasonably approved as such by the Housing Minister;
- 4.2 no First Time Buyer Unit shall be used or Occupied other than by a First Time Buyer (or for the avoidance of doubt a Family Member of the First Time Buyer living together with the First Time Buyer as a family);
- 4.3 each Dwelling Unit shall be used and Occupied at all times as the only and principal home and shall not be used as a second home or a holiday home.
- 4.4 no Lifelong Housing Unit shall be used or Occupied (whether as an owner lessee tenant licensee or otherwise) at any time by any person other than:
  - (a) A person or persons aged 55 years of age or over; or
  - (b) A person under 55 years of age residing in cohabitation in the same Dwelling Unit with their spouse or partner who is aged 55 years or over; or
  - (c) A person falling wholly within the scope of (b) above who continues to reside in the same Dwelling Unit upon and following the demise of such older spouse or partner
  - (d) A full-time Carer of a person falling within the scope of (a) or (b) above for the period that the person falling within the scope of (a) or (b) above is in actual occupation of the Lifelong Housing Unit
- 4.5 no Lifelong Housing Unit is to be used or Occupied by lodgers or paying guests
- 5.1 Not to Commence the Development before the Southern Boundary Treatment Specification has been submitted to the Minister for his approval (in consultation with the TTS Minister) and has been approved by the Minister.
- 5.2 That the Owner will at its own expense undertake the Southern Boundary Treatment or carry out or cause to be carried out the Southern Boundary Treatment the whole in accordance with the approved Southern Boundary Treatment Specification and to expeditiously complete the same to the reasonable satisfaction of the Minister (in consultation with the TTS Minister) prior to the Occupation of the Development.
- 5.3 Not to Occupy or cause or permit to be Occupied any part of the Development until the Southern Boundary Treatment has been completed to the reasonable satisfaction of the Minister (in consultation with the TTS Minister).
- 6.1 To pay the Transport Measure Contribution to the Treasurer of the States one month prior to Commencement of Development.
- 6.2 Not to Commence or cause or permit Commencement of the Development until the Transport Measures Contribution payable under the preceding paragraph shall have been paid to the Treasurer of the States.
- 7.1 Not to Commence or cause or permit Commencement of the Development until the Foul Sewer Extension Specification has been submitted to the Minister for his approval (in consultation with the TTS Minister) and has been approved by the Minister

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- )
- 7.2 That the Owner will at its own expense undertake the Foul Sewer Extension or carry out or cause to be carried out the Foul Sewer Extension the whole in accordance with the approved Foul Sewer Extension Specification and to expeditiously complete the same to the reasonable satisfaction of the Minister (in consultation with the TTS Minister) prior to the Occupation of the Development
  - 7.3 that no Dwelling Unit shall be Occupied until the Foul Sewer Extension has been constructed and completed in accordance with the Foul Sewer Extension Specification
  - 7.4 to provide the Minister with a defect liability period and/or guarantee of twelve months from the main contractor of the Owner in respect of the works carried out in accordance with paragraph 7.2 of this Schedule or such other works carried out under this Agreement as the Minister shall properly require
  - 7.5 to assign novate or transfer (as the case may be) to the Minister (or to such person as directed by the Minister) to the extent reasonably possible the benefit of any contractual warranties or guarantees enjoyed by the Owner for or covering any part or parts of any works carried out in accordance with this Agreement that are to be taken over by or on behalf of the Public

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Signed on behalf of the Plan

by .....

in the presence of .....

this 28 day of January 2011

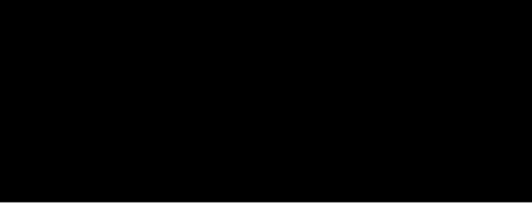


Signed

by ...

in the

this 28 day of January 2011

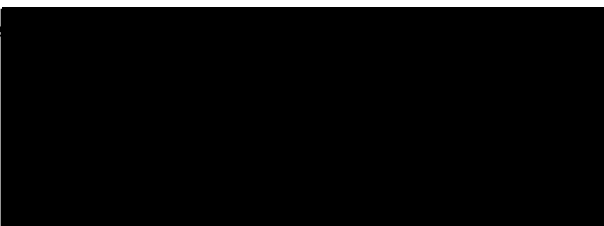


Signed by Roger A

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in the presence of

this 28 day of January 2011

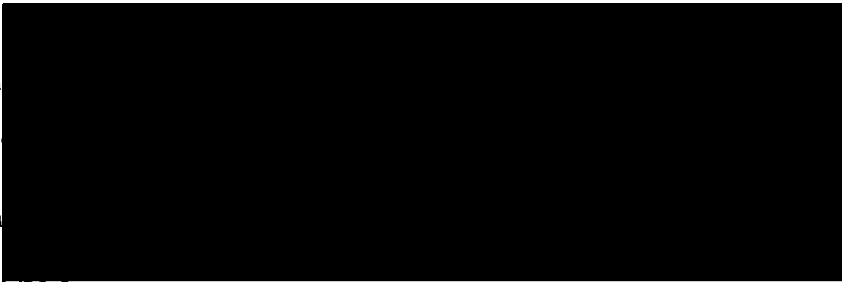


Sign

by .

in th

this 28 day of January 2011



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Signed on behalf of  
by .....



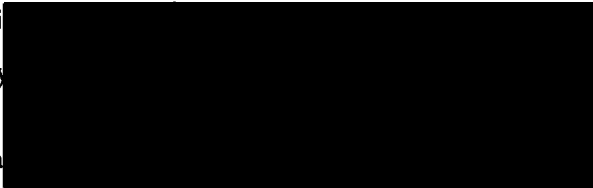
in the presence of

this 25<sup>th</sup> day of January 2011

Si

by .....

in .....



this 25<sup>th</sup> day of January 2011

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