

# *In the Royal Court of Jersey*

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**Samedi Division**

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**In the year two thousand and eleven, the eighteenth day of February.**

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, St John Property Holdings Limited, B & N Developments Limited and Gouray Lodge Charitable Trust in relation to Field No. 605, St John and Field No. 148, Grouville, be registered in the Public Registry of this Island.

[REDACTED]  
Greffier Substitute

LOD

Reg. Pub.

L1273-785--



**Planning Obligation Agreement under Article 25 of the  
Planning and Building (Jersey) Law 2002**  
relating to the development of Field 605 La Route du Nord, St  
John and Field 148, Le Chemin des Maltières, Grouville

Dated : 9<sup>th</sup> February

2011

The Minister for Planning and Environment (1)

St. John Property Holdings Ltd (2)

B & N Developments Ltd (3)

Gouray Lodge Charitable Trust (4)

L1273-786--



DATE 9th February

2011

## PARTIES

- (1) The Minister for Planning and Environment of States Offices, South Hill, St Helier, Jersey JE2 4US ("the Minister")
- (2) St. John Property Holdings Ltd whose registered office is at Le Marchant Street, St. Peter Port, Guernsey GY1 4HY ("the Field 605 Owner")
- (3) B & N Developments Ltd whose registered office is at Kensington Chambers, 46/50 Kensington Place, St Helier, Jersey, JE1 1ET ("the Field 148 Owner")
- (4) Gouray Lodge Charitable Trust of Gouray Lodge, Le Mont du Gouray, Grouville, Jersey, JE3 9GH ("the Field 148 Purchaser")

## 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 Field 605 Owner warrants that it is the owner of the Field 605 Site to which it has right in the manner referred to in the First Schedule.
- 3 The Field 148 Owner warrants that it is the owner of the Field 148 Site to which it has right in the manner referred to in the First Schedule.
- 4 The Field 148 Purchaser proposes to purchase Field 148 from the Field 148 Owner.
- 5 Planning applications for the Field 148 Development and the Field 605 Development have been made to the Minister and the parties have agreed to enter into this Agreement in order to secure the planning obligations contained in this Agreement.
- 6 The Field 605 Owner, the Field 148 Owner and the Field 148 Purchaser acknowledge that this Agreement is legally binding.
- 7 The Field 605 Site and the Field 148 Site are both zoned in the Island Plan as Category A Housing Sites under Policy H2 wherein Policy H1 in respect of H2 sites provides for a 55%/45% split between Category A Housing to buy and Category A Housing for Social Rental respectively.
- 8 The Owners have proposed that the Lifelong Homes for Social Rental provision for the Field 605 Site shall be provided on the 148 Site and the Lifelong Homes for purchase provision for the Field 148 Site shall be provided on the Field 605 Site.
- 9 Having regard to the purposes of the Law the Island Plan 2002 and all other material considerations the Minister is minded to grant planning permission for the Field 605 Development and the Field 148 Development subject to the completion of this Agreement and without such the Minister would not be so minded.

L1273-787--



10 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:

"Field 605 Site"		Field 605 La Route du Nord, St John being land against which this Agreement may be enforced as shown enclosed by the dotted line on the Plan A.
"Field 148 Site"		Field 148, Le Chemin des Maltières, Grouville being land against which this Agreement may be enforced as shown enclosed by the dotted line on the Plan B.
"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.
"Carer"		someone who looks after a Lifelong Home Occupier who needs support because of age, physical or learning disability or illness, including mental illness.
"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.
Commencement		the date on which any operation forming part of the Field 148 Development or the Field 605 Development under either of the Field 148 Permit or the Field 605

L1273-788--



		Permit (as the case may be) or any subsequent planning permission for the Field 148 Development or the Field 605 Development begins to be carried out and "Commence" and "Commenced" shall be construed accordingly.
Completion		means completion of the Field 148 Development or the Field 605 Development (as the case may be) as such completion shall be evidenced by the issue of a certificate of completion Minister pursuant to Article 28 of the Law (and "Completed" shall be construed accordingly).
"Field 148 Development"		the development of the Field 148, Grouville Site for Category A Housing to provide twenty (20) Lifelong Homes for Social Rent (pursuant to the planning application reference P/2010/0126) the whole as detailed on the Field 148 Planning Permit.
"Field 605 Development"		the development of the Field 605, St John Site for Category A Housing to provide fourteen (14) Lifelong Homes for sale (pursuant to planning application reference P/2010/0112 by the Minister) the whole as detailed on the Field 605 Planning Permit.
"Dwelling Unit"		a dwelling house to be constructed on the Field 148 Site or the Field 605 Site (as the case may be) pursuant to the Field 148 Planning Permit or the Field 605 Permit (as the case may be).
"Eligibility Criteria"		A person aged 55 years of age or over.
"Housing Minister"		the Minister for Housing charged with the administration of the Housing (Jersey) Law 1949.
"Law"		the Planning and Building (Jersey) Law 2002.

L1273-789--



"Lifelong Home"		suitable accommodation to the satisfaction of the Minister for occupation by those solely over the age of fifty five years.
"Lifelong Home Family Member"		means a member of the family of a Lifelong Home Occupier and for the purposes of this Agreement shall mean the spouse, partner, brother, sister, daughter, son, step-child, parent, grandparent or grandchild or carer 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.
"Lifelong Home Occupier"		means the lawful occupier of a Lifelong Home being the person who meets the Eligibility Criteria.
"Occupation and Occupied"		occupation for the purposes permitted by either the Field 148 Planning Permit or the Field 605 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 A"		the plan marked A and annexed to this agreement at Schedule 1.
"Plan B"		the plan marked B and annexed to this agreement at Schedule 1.
"Field 148 Planning Permit"		the planning permission for the Field 148 Development a copy of which is attached at the Second Schedule.
"Field 605 Planning Permit"		the planning permission Field 605 Development a copy of which is attached at the Second Schedule.



"Public"		the public of the Island of Jersey.
"Qualifying Person"		shall mean a Lifelong Home Occupier or a Lifelong Home Family Member.
"Royal Court"		the Royal Court of the Island of Jersey.
"Social Rental Accommodation"		shall mean accommodation which is let for rental by a Social Rental Landlord approved for that purpose by the Housing Minister to a person or persons who satisfy the Housing Minister's criteria and qualifications.
"Social Rental Landlord"		<p>shall mean:</p> <ol style="list-style-type: none"> <li>1. the Public</li> <li>2. a Parish</li> <li>3. the Field 148 Purchaser or another Housing Trust created under the <i>Loi (1862) sur les teneures en fidéicommis et l'incorporation d'associations</i> ( as amended)</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, to be in need of financial and/or social assistance for obtaining accommodation suitable for their needs.</p>
"Works"		all those construction and other works, operations and processes and the provision of all fixtures and fittings and equipment necessary to complete each Lifelong Home in accordance with plans approved and building permits issued by the Minister.

L1273-791--



## **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 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 Field 148 Owner and the Field 605 Owner respectively under this Agreement create planning obligations pursuant to Article 25 of the Law and are enforceable by the Minister against the Field 148 Owner and the Field 605 Owner respectively.

## **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 Field 148 Owner and the Field 605 Owner covenant and agree with the Minister as set out in the Third Schedule to this Agreement which covenant shall be enforceable without limit of time against them each respectively and any person claiming or deriving title through or under them each respectively and any part or parts thereof.

L1273-792--





## 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 Field 148 Owner and the Field 605 Owner shall each pay to the Minister on completion of this Agreement one half of 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 Field 148 Owner and the Field 605 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.
- 7.3.1 Any notices on the Field 148 Owner and/or the Field 148 Purchaser shall be deemed to have been properly served if sent by ordinary post to and addressed to either the Field 148 Owner or the Field 148 Purchaser at the address referred to above or as otherwise notified for the purpose by notice in writing.
- 7.3.2 Notices to be served on the Field 605 Owner shall be deemed to have been properly served if sent by ordinary post to and addressed to the Field 605 Owner at 16 Hill Street, St Helier, Jersey, JE1 1BS or as otherwise notified for the purpose by notice in writing.
- 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 Field 148 Planning Permit and Field 605 Planning Permit shall be quashed, cancelled, revoked or otherwise withdrawn or (without the consent of the Field 148 Owner and the Field 605 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 Field 148 Site or the Field 605 Site (as the case may be) 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 Field 148 Site or the Field 605 Site (as the case may be) in accordance with a planning permission (other than the Field 148 Planning Permit and Field 605 Planning Permit (as the case may be)) granted (whether or not on appeal) after the date of this Agreement.

L1273-793--



- 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 Field 148 Owner and the Field 605 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 Field 148 Owner and the Field 605 Owner to obtain or acquire from the Public (whether in its public or private capacity) or the Parish of Grouville (whether in its public or private capacity) or the Parish of St John (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 Field 148 Owner and the Field 605 Owner as contained herein.
- 7.11 The Field 148 Owner and the Field 605 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.

## 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.

## 9 CHANGE IN OWNERSHIP

The Field 148 Owner and the Field 605 Owner agree with the Minister to give the Minister immediate written notice of any change in ownership of any of the interest in the Field 148 Site or the Field 605 Site (as the case may be) 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 Field 148 Site or the Field 605 Site (as the case may be) purchased by reference to a plan.

## 10 FIELD 148 PURCHASER'S CONSENT

The Field 148 Purchaser acknowledges that this Agreement has been entered into with its consent and that the Field 148 Site shall be subject to the obligations contained in this agreement and that upon its purchase of the Field 148 Site the Field 148 Purchaser will be bound by the terms of this agreement as a person deriving title from the Owner.

L1273-794--



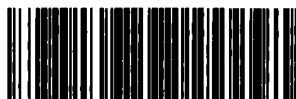
**11. DISPUTE RESOLUTION**

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.

**12 JURISDICTION**

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

L1273-795--



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

The Field 605 St John as marked for the purposes of identification on Plan A forming part of this schedule and in which the Field 605 Owner has an interest by deed of purchase passed before the Royal Court on the 23<sup>rd</sup> day of November 2007 from Philip Le Couteur.

The Field 148 Grouville as marked for the purposes of identification on Plan B forming part of this schedule and in which the Field 148 Owner has an interest by deed of purchase passed before the Royal Court on the 4<sup>th</sup> day of June 1993 from Aidason Limited.

L1273-796--

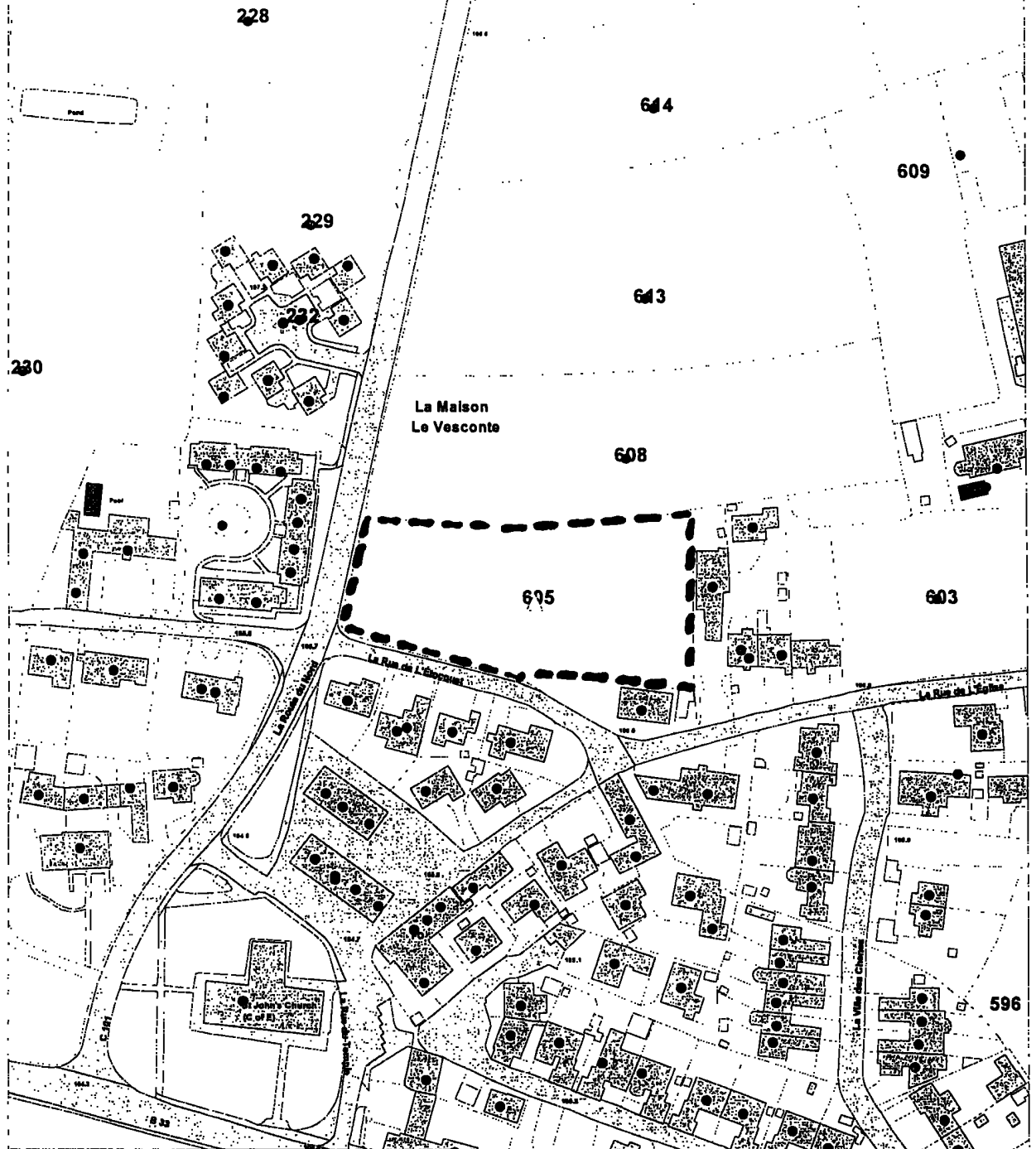


# Benest and Spuret



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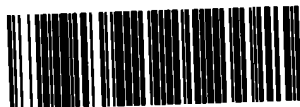
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 La Rue Du Temple  
 ST. JOHN  
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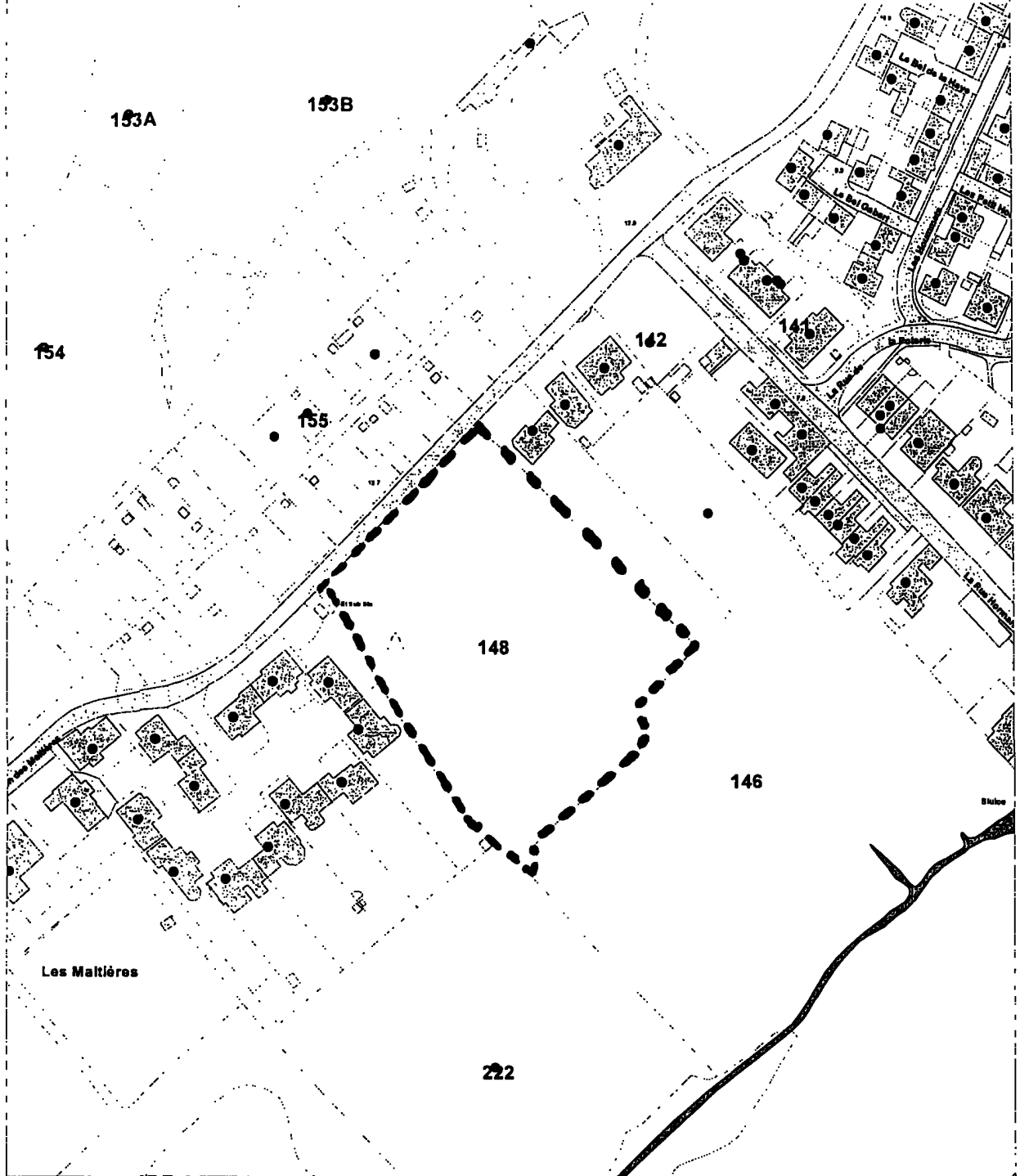


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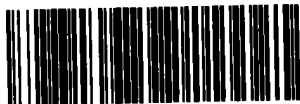
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SECOND SCHEDULE  
**The Planning Permissions**

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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

States  
 of Jersey 

Planning Application Number P/2010/0112

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

Construct 14 Lifelong homes, to be accessed off Rue de L'Eglise.

To be carried out at:

Field 605, La Route du Nord, St. John.

**This Permit is the subject of a Planning Obligation Agreement.**

## PLEASE NOTE

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.

The proposed development is considered to be acceptable having considered all of the material considerations raised. In particular, the development has been assessed against Policies G2, G3, H2 and H8 of the 2002 Island Plan in which the principles of residential development are acceptable in the Built-Up Area subject to criteria such as the suitability of the site to accommodate development without adversely impacting on amenities of both local residents and the area in general and

L1273-800--

Chief Executi



Dip TP, MRTPI





# Planning Permit

PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2010/0112

with suitable access, parking and drainage arrangements available. In this case, the erection of residential development is regarded as acceptable because the design, siting and appearance of the dwellings are acceptable: they can be accommodated on the site without adversely impacting on the amenities of adjoining neighbours and the development can provide suitable drainage and parking arrangements.

In addition, the representations raised to the development on the grounds of the unacceptable increase in traffic generation; the unacceptable impact of the proposed dwellings on neighbours by virtue of the loss of privacy; the site is too isolated for residential development; and, the development is out of keeping with the character of the area have been assessed.

However, it is considered that the proposal accords with the terms of Policy G2 (ii) of the 2002 Island Plan (and other relevant Plan policies) in that it does not have an unreasonable impact on the amenities of local residents or the character of the area in general.

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 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) the dwelling units permitted on the development of Field 605, St John,

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

L1273-801--



# Planning Permit

## PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2010/0112

shall be sold only to people who are at least 55 years of age and this requirement shall apply if any dwelling is to be re-sold at a later date. The social rented housing for people over 55 years of age shall then be provided on Field 148, in accordance with Planning application ref: P/2010/0126,

b) that prior to the commencement of development on Field 605, Field 608 shall be ceded to the Parish of St John for agricultural purposes only,

c) the Parish of St John are granted nomination rights as stated in the rezoning proposition, for a period of 9 Months from the roof going on the properties.

And subject to the following conditions:

2. 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. A sample section of the proposed garage doors shall also be submitted and it is expected that these will be timber, or timber effect units.

3. Notwithstanding the provisions of the Planning and Building (General Development) (Jersey) Order 2008, 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, 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.

4. Prior to the first occupation of the development hereby permitted 30m visibility lines must be provided in accordance with the approved drawings. Everything within the visibility sight lines, including gates, walls, railings and plant growth is to be permanently restricted in height to 900mm above road level.

5. 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 surface water shall be disposed of on site.

6. The 1.8m high close boarded fence indicated on the submitted drawings shall be erected prior to the development commencing and shall, thereafter, be

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

L1273-802--



# Planning Permit

PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2010/0112

retained and maintained in good order. All other site boundaries shall be planted up in accordance with a landscaping scheme to be approved under the terms of Condition No 7, below.

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 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.

9. No dwelling shall be occupied until the respective car parking spaces 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. No dwelling shall be occupied until the proposed road widening and pavement alongside Rue de L'Eglise have been constructed to the satisfaction of the Minister for Planning and Environment who may consult with the relevant Roads Authority.

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

L1273-803--



# Planning Permit

PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2010/0112

11. A work of art shall be delivered in accordance with the advice of the appointed Approved Art Advisor and the Percentage for Art Statement which has been submitted to and approved by the Minister for Planning and Environment. The work of art must be installed prior to the first use/occupation of the development hereby approved unless otherwise agreed in writing.

**Reason(s):**

1. For the avoidance of doubt.
2. To ensure that the development contributes positively to the area.
3. In order that these matters can be given full and proper assessment to ensure compliance with Policies G2 and G3 of the Island Plan.
4. In the interests of highway safety, in accordance with Policy G2 of the Island Plan.
5. To ensure that the site is adequately drained in accordance with Policies G2 and NR2 of the Island Plan.
6. To safeguard the privacy and amenity standards of existing neighbours and prospective occupiers in accordance with Policy G2 of the Island Plan.
7. In the interests of the general amenity of the area, in accordance with Policy G2 of the Island Plan.
8. In the interests of amenity, in accordance with Policy G2 of the Island Plan.
9. To ensure that the site has adequate car parking facilities in accordance with Policy G2 of the Island Plan.
10. To ensure pedestrian safety and the free and safe flow of traffic, in accordance with Policy G2 of the Island Plan.
11. So as to accord with the provisions of Island Plan policy BE12.

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

L1273-804--



# Planning Permit

PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2010/0112

## INFORMATIVE

For your information, the development should be constructed in accordance with the guidance contained in the States' Guidelines on Noise Control for construction sites; BS 5228: Noise and Vibration Control on Construction and open sites and the Lord Mayor's Best Practice Guidance: The control of Dust and Emissions from Construction Sites (Ref: ww.london.gov.uk).

## FOR YOUR INFORMATION:

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

- A: Location Plan
- C: Waste Management Plan
- P: Design Statement
- Q: Landscape Plan
- S: First Floor Plan
- W: Elevations 2 of 2
- X: Ground Floor Plan
- Y: Elevations 1 of 2
- V: Roof Plan

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.

07/12/2010

Signed



for Director

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

L1273-805--



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



Planning Application Number P/2010/0126

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

Construct 20 No. life-long homes. (Model Available). AMENDED PLANS RECEIVED.

To be carried out at:

Field 148, Le Chemin des Maltieres, Grouville.

This Permit has been the subject of a Planning Obligation Agreement.

## PLEASE NOTE

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 considered to be acceptable having considered all of the material considerations raised. In particular, the development has been assessed against Policies G2, G3 and H8 of the 2002 Island Plan in which the principles of residential

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

L1273-806--



# Planning Permit

States   
of Jersey

PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2010/0126

development are acceptable in the Built-Up Area subject to criteria such as the suitability of the site to accommodate development without adversely impacting on amenities of both local residents and the area in general and with suitable access, parking and drainage arrangements available. In this case, the erection of residential development is regarded as acceptable because the design, siting and appearance of the dwellings are acceptable: they can be accommodated on the site without adversely impacting on the amenities of adjoining neighbours and the development can provide suitable drainage and parking arrangements.

In addition, the representations raised to the development on the grounds of the unacceptable increase in traffic generation; the unacceptable impact of the proposed dwellings on neighbours by virtue of the loss of privacy; the site is too isolated for residential development; no Environmental Impact Assessment was submitted; no details of light pollution; inaccurate boundary arrangements and the development is out of keeping with the character of the area have been assessed.

However, it is considered that the proposal accords with the terms of Policy G2 (ii) of the 2002 Island Plan (and other relevant Plan policies) in that it does not have an unreasonable impact on the amenities of local residents or the character of the area in general.

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 shall be carried out strictly in accordance with the deposited plans and drawings unless as required to meet the terms of Condition 7 below. No variations shall be made without the prior written approval of the Minister for Planning and Environment.
2. 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

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

L1273-807--



# Planning Permit



## PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2010/0126

otherwise agreed by the Minister, the obligation shall, in relation to the development approved under this permit, guarantee the provision of the following;

a) the dwelling units permitted on the development of Field 148 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. The open market housing for over 55's shall then be provided on Field 605, St. John under P/2010/0112.

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.

Unless otherwise agreed in writing with the Minister for Planning and Environment in advance, if the Planning Obligation is not completed within 6 months of the date of the decision, then the planning permission shall cease to have effect.

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. The approved scheme shall be implemented in full and retained and maintained as such.

4. Notwithstanding the provisions of the Planning and Building (General Development) (Jersey) Order 2008, or any amendment to or replacement of that order, no works involving the erection of a building, extension (to include a conservatory), structure, gate, wall, fence or other means of enclosure, 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.

5. Prior to the first occupation of the development hereby permitted visibility lines must be provided in accordance with the approved drawings. Everything within the visibility sight lines, including gates, walls, railings and plant growth is

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

L1273-808--





# Planning Permit

States  
of Jersey

## PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2010/0126

to be permanently restricted in height to 900mm above road level.

6. Before the development commences, precise details of the surface and foul water drainage shall be submitted to and approved by the Department. In this respect, it is expected that surface water shall be disposed of on site. The approved drainage works shall be completed prior to the occupation of the first dwelling on site.

7. Notwithstanding the submitted plans, details of the proposed means of boundary treatment around the site and between individual dwellings shall be submitted to and agreed in writing by the Minister. Such boundaries shall be erected prior to the occupation of any new dwelling, unless otherwise agreed in writing by the Minister.

8. 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 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;
- v) the arrangements to be made for the maintenance of the landscaped areas;
- vii) details of proposed hedgerow planting to include strengthening of site boundaries where appropriate, and
- vii) grassland management.

9. 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. Any planting losses shall be replaced with similar species for a period of five years from the

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

L1273-809--



# Planning Permit



## PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2010/0126

date the planting first takes place.

10. No dwelling shall be occupied until the respective car parking spaces 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.

11. A work of art shall be delivered in accordance with the advice of the appointed Approved Arts Advisor and the Percentage for Art Statement dated 10/8/10 which has been submitted to, and approved by, the Minister for Planning and Environment. The work of art must be installed prior to the first use/occupation of the development hereby approved, unless otherwise agreed in writing.

12. Before any development first commences on site precise details of the effect of the development (to include the provision of all mains services) on the surrounding ecology together with any mitigation measures shall be submitted to and approved in writing by the Minister for Planning and Environment. The approved scheme shall be implemented in full and retained and maintained as such.

13. Before any development first commences on site precise details for the mitigation of light pollution from the development shall be submitted to and approved in writing by the Minister for Planning and Environment. The approved scheme shall be implemented in full and retained and maintained as such.

### Reason(s):

1. For the avoidance of doubt and in accordance with the requirements of Policies G2 and G3 of the Adopted Island Plan 2002.
2. To ensure satisfactory provision of the required housing tenures in accordance with the requirements of Policies H1, H2, H5 and H6 of the Adopted Island Plan 2002.
3. To safeguard the character and appearance of the area and in accordance with the requirements of Policies G2 and G3 of the Adopted Island Plan 2002.
4. To enable the Minister for Planning and Environment to control the development and so safeguard the character and visual amenities of the area and to ensure that adequate private amenity space is retained within the

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

L1273-810--



# Planning Permit



## PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2010/0126

curtilage of the dwelling in compliance with the requirements of Policy G3 of the Adopted Island Plan 2002.

5. For the avoidance of doubt and in accordance with the requirements of Policies G2 and G3 of the Adopted Island Plan 2002.

6. To ensure satisfactory drainage arrangements in accordance with the requirements of Policy G2 of the Adopted Island Plan 2002.

7. To safeguard the character and appearance of the area in accordance with the requirements of Policies G2 and G3 of the Adopted Island Plan 2002.

8. To safeguard the character and appearance of the area in accordance with the requirements of Policies G2 and G3 of the Adopted Island Plan 2002.

9. To safeguard the character and appearance of the area in accordance with the requirements of Policies G2 and G3 of the Adopted Island Plan 2002.

10. To safeguard the character and appearance of the area and in accordance with the requirements of Policies G2 and G3 of the Adopted Island Plan 2002.

11. To accord with the requirements of Policy BE12 of the Jersey Island Plan 2002.

12. To safeguard the character and appearance of the area in accordance with the requirements of Policies G2 and G3 of the Adopted Island Plan 2002.

13. To safeguard the character and appearance of the area in accordance with the requirements of Policy G20 of the Adopted Island Plan 2002.

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

L1273-811--



# Planning Permit

States   
of Jersey

PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2010/0126

**FOR YOUR INFORMATION:**

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

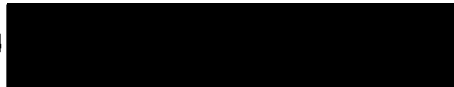
A: Location Plan  
 B: Design Statement  
 K: Proposed Drainage Details  
 M: Waste Management Plan  
 O: Drainage Details No. 1  
 P: Drainage Calculations  
 Q: Drainage Details No. 2  
 V: Proposed Roof Plan  
 X: Proposed Landscaping Plan  
 Y: Proposed Visibility Splay Plan  
 Z: Proposed Drainage Plan  
 AA: Site Survey  
 AE: Proposed Site Elevation & Section Plan 4  
 AF: Ground Floor Site Plan  
 AG: Proposed Site Sections 1 of 4  
 AH: Proposed Site Sections 2 of 4  
 AI: Proposed Site Sections 3 of 4  
 AJ: Percentage for Art 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 or is determined. When any such appeal is determined the decision shall have effect, if at all, in accordance with that determination.

07/12/2010

Signed



for Director

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

L1273-812--



### THIRD SCHEDULE

#### The Owner's Covenants with the Minister

- A. The Field 148 Owner in regard to the Field 148 Site covenants, agrees and undertakes:
- 1.1 Not to Commence the Field 148 Development until such time until such time as the Field 148 Owner has given to the Minister twenty-eight (28) days' prior notice in writing of the intention so to do;
  - 1.2 that the twenty (20) Dwelling Units to be constructed on the Field 148 Site shall be Lifelong Homes for Social Rental Accommodation;
  - 2.1 to complete the Works to a good standard of workmanship with good quality materials and in accordance with accepted good building practice;
  - 3.1 subsequent to practical completion of the Works to transfer the twenty (20) Lifelong Housing Units for Social Rental Accommodation (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 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 and to the public highway;
    - 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 all such services to be connected to the mains;
  - 3.2 At least twenty-one days prior to Occupation of a Dwelling Unit on the Field 148 Site the Field 148 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 Social Rental Landlord prior to the completion of the construction thereon of a Dwelling Unit shall not operate to transfer to the purchaser any obligation to which the Field 148 Owner is subject by this Agreement until final completion of the Development and sale or other alienation of all units of accommodation thereon;
  - 4.1 all subsequent transfers of Lifelong Homes for Social Rental Accommodation on the Field 148 Site shall be to Social Rental Landlords reasonably approved as such by the Housing Minister;
  - 4.2 no Lifelong Home on the Field 148 Site shall be solely used or Occupied other than by a Qualifying Person or a Lifelong Home Family Member who continues to reside in the same Dwelling Unit upon and following the demise of the relevant Lifelong Home Occupier;
  - 4.3 each Dwelling Unit on the Field 148 Site 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 none of the Lifelong Homes on the Field 148 Site shall be occupied 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 the same Dwelling Unit with their spouse or partner who is aged 55 years or over, as "a couple"; or

L1273-813--



(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 Carer of a person falling within the scope of (a) or (b) above.

**B.** The Field 605 Owner in regard to the Field 605 Site covenants, agrees and undertakes:

- 1.1 Not to Commence the Field 605 Development until such time until such time as the Field 605 Owner has given to the Minister twenty-eight (28) days' prior notice in writing of the intention so to do;
- 1.2 that the fourteen (14) Dwelling Units to be constructed on the Field 605 Site shall be sold as Lifelong Homes;
- 2.1 to complete the Works to a good standard of workmanship with good quality materials and in accordance with accepted good building practice;
- 3.1 subsequent to practical completion of the Works to sell each of the fourteen (14) Lifelong Homes by means of contracts of hereditary sale passed before the Royal Court to a person or persons meeting the Eligibility Criteria with the benefit of the following:
  - 3.1.1 full and free rights of access both pedestrian and vehicular from and to the public highway;
  - 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 all such services to be connected to the mains;
- 3.2 The Field 605 Owner shall for a period of nine months from commencement first offer to sell on usual market terms any Lifelong Home constructed or in the course of construction on the Field 605 Site to persons meeting the Eligibility Criteria who may be nominated by the Parish of St John, provided always that in the event that the persons so nominated by the Parish of St John are unable to purchase the Lifelong Home offered to them by the Field 605 Owner, the Field 605 Owner shall thereafter be at liberty to offer the said Lifelong Home for sale to any third party on the open market meeting the Eligibility Criteria;
- 3.3. At least twenty-one days prior to Occupation of a Dwelling Unit the Field 605 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;
- 4.1 no Lifelong Home on the Field 605 Site shall be solely used or Occupied other than by a Qualifying Person or a Lifelong Home Family Member who continues to reside in the same Dwelling Unit upon and following the demise of the relevant Lifelong Home Occupier ;
- 4.2 each Dwelling Unit on the Field 605 Site 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;
- 5 No Dwelling Unit on the Field 605 Site is to be alienated or Occupied until such time as the Field 605 Owner shall have offered to transfer to the Parish of St John by deed of hereditary gift the field known as Field 608, St John subject to a restriction on terms to be agreed between the Field 605 Owner and the Parish of St John (acting reasonably) that the said field shall be used for agricultural purposes only and that no construction whatsoever shall be placed or established on the said field;

L1273-814--



Signed on behalf of the Planning

by ..... [redacted] .....

in the presence of ... [redacted] .....

this 3 day of February 2011

Signed on behalf of St John Property Holdings Limited

by ..... [redacted] .....

in the presence of .... [redacted] .....

this 8th day of February 2011

Signed on behalf of B & N Developments Limited

by ..... [redacted] .....

in the presence of ..... [redacted] .....

this 8th day of February 2011 [redacted]

Signed on behalf of C

by ..... [redacted] .....

in the presence of [redacted] ..... Trustee .....

this 9th day of February 2011

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