

In the Royal Court of Jersey

Samedi Division

In the year two thousand and six, the twenty-fifth day of August.

Before the Judicial Greffier.

Upon the application of Her Majesty's Solicitor General, IT IS ORDERED that the Planning Obligation Agreement between Charles John Mossop Mourant, G.R. Langlois (1991) Limited and the Minister for Planning and Environment in relation to Field 812A, Bagot Manor, St. Saviour, be registered in the Public Registry of this Island.


Greffier Substitute

LOD

Reg. Pub. ✓

L1206-449--



In the Royal Court of Jersey

Before the Judicial Greffier

The 25th day of August 2006

On the application of the Solicitor General, the Court, in accordance with the provisions of Article 25 of the Planning and Building (Jersey) Law, 2002, has registered a Planning Obligation Agreement in respect of Field 812A, Bagot Manor, St. Saviour.

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PLANNING OBLIGATION AGREEMENT

ARTICLE 25 of the PLANNING AND BUILDING (JERSEY) LAW ²⁰1964

BETWEEN

CHARLES JOHN MOSSOP MOURANT

AND

G.R. LANGLOIS (1991) LIMITED

AND

THE MINISTER FOR PLANNING AND ENVIRONMENT

REGARDING

Field 812A, Bagot Manor, St Saviour

Law Officers' Department

Morier House

St Helier

Jersey

JE1 1DD

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1. Parties

- 1.1 Charles John Mossop Mourant of Bagot Manor Farm, Bagot Manor Road, St Saviour (hereinafter called "**the Owner**" which expression where the context so admits shall include his heirs and successors in title in respect of the Land or any part thereof); and
- 1.2 G. R. Langlois (1991) Limited, whose registered office is 19, Oxford Road, St Helier, (hereinafter called "**the Developer**" which expression where the context so admits shall include its assigns and successors in title in respect of the Land or any part thereof); and
- 1.3 The Minister for Planning and Environment (hereinafter called "**the Planning Minister**" which expression shall be construed in accordance with Clause 3.1.

2. Whereas:

- 2.1 The Planning Minister is the Minister of the States of Jersey charged with the administration of the Planning and Building (Jersey) Law, 2002 as amended or re-enacted from time to time ("**the Law**"), by whom the obligations in this Agreement are enforceable in accordance with the provisions of the Law.
- 2.2 Field 812A, Bagot Manor, St Saviour ("**the Land**") (as shown for identification purposes only hatched in diagonal hatching on the plan titled **Schedule 1** to this Agreement), is owned by the Owner to which property he has right in perpetuity (*à fin d'héritage*) by deed of hereditary gift, cession and transfer passed before the Royal Court on 13th July 1990.
- 2.3 The Owner has granted to the Developer a conditional option to purchase the Land. The said option is incorporated in a certain contract of sale in perpetuity (*à fin d'héritage*) between the Owner and the Developer passed before the Royal Court on 26th September 2003.
- 2.4 Wherefore the Owner and the Developer each has an interest in the Land within the meaning of paragraph (1) of Article 25 of the the Law.
- 2.5 The Developer has applied to the Planning Minister for Permission to develop the Land for the construction of 16 homes to be sold and occupied as First Time Buyer Dwelling Units or Social Rented Accommodation (application reference no. P/2004/1061).
- 2.6 The Planning Minister considers it expedient in the interests of proper planning that provision should be made for regulating or facilitating the development or use of the Land in the manner hereinafter appearing and it is satisfied that Permission could properly be granted in respect of the said application conditional on the Developer entering into this Agreement.

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3. Interpretation

3.1 In this Agreement the expressions in the left-hand column have the meaning set out in the right-hand column.

Communal Areas the roads, footpaths, paved areas and associated lighting (if any) serving the Development, together with the play area, landscaped areas and other open areas.

development as defined in the Law.

Development the development of the Land in pursuance of a Permission

Development Agreement as defined in clause 4.7.2.

Field 1370 Agreement the Planning Obligation Agreement relating to the development of Field 1370 between Stewart Edgar Mourant, Méléches Limited, the Developer, the Jersey Homes Trust and the Planning Minister and registered in the Public Registry.

First Time Buyer any person who -

Either:

(1)

(i) Does not own, and has not previously owned, whether as sole owner or jointly or in common with any other person or persons:

(a) Any immovable property

(b) Either in his own name or as beneficial owner, shares in any company, ownership of which confers the right to occupy residential accommodation;

and

(ii) Is neither married to, nor buying as co-owner with, any person who does not fall within (i) above

or

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(2)

Has been approved by the Minister for Housing as being a person to whom consent should be granted to acquire or to occupy the residential accommodation as the case may be, notwithstanding the fact that he does not fall within (1) above.

First Time Buyer Dwelling Unit	accommodation which may not be owned or occupied other than by a First Time Buyer.
Land	as defined in Clause 2.2 of this Agreement.
Minister for Housing	the Minister for Housing and any person or body to whom the functions of that Minister are lawfully delegated from time to time and any person or body to whom the functions of that Minister are transferred hereafter.
Permission	any permission granted by the Planning Minister for the development of the Land – (a) under Article 6 of the Island Planning (Jersey) Law 1964, or (b) under Article 9 of the Law
Planning Minister	the Minister for Planning and Environment and any person or body to whom the functions of that Minister are lawfully delegated from time to time and any person or body to whom the functions of that Minister are transferred hereafter.
Social Rental Accommodation	accommodation which is for rental by a Social Rental Landlord approved for that purpose by the Minister for Housing to Social Rental Tenants.
Social Rental Landlord	(a) The Public; (b) A Parish; (c) A Housing Trust; or (d) Any other person or body who has – (i) been approved as such by Housing, and (ii) entered into a Social Rental Landlord Agreement with Housing when discharging their function of providing housing for Social Rental Tenants.

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Social Rental Tenants

(i) 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 Minister for Housing as the case may be, to be in need of financial and/or social assistance for obtaining accommodation suitable for their needs, or

(ii) those persons whom Housing have nominated in accordance with any relevant Social Rental Landlord Agreement,

as the case may be.

Transfer

does not include the vesting of title in any person by operation of law pursuant to an Order of the Royal Court.

Transferred Land

as defined in Clause 4.7.2.

3.2 Any reference to a Clause is a reference to a Clause in this Agreement.

4. It is agreed as follows:

- 4.1 This **AGREEMENT** is made pursuant to all powers enabling the parties and in particular to Article 25 of the Law and with the intent that it shall bind the Owner and the Developer and their respective heirs, assigns and successors in title and any persons claiming under or through them **SAVE AND EXCLUDING** the purchasers of completed First Time Buyer dwelling units or the sites thereof and/or tenants and occupiers of dwelling units constructed in accordance with the development permission and those in right of them who will only be bound by Clauses 5.6.1, 5.6.2 and 5.6.3.
- 4.2 The obligation assumed by the Owner and the Developer by this Agreement is a planning obligation for the purposes of Article 25 of the Law.
- 4.3 This Agreement is conditional upon the grant of Permission by the Planning Minister and the commencement of the Development.
- 4.4 This Agreement is conditional upon the commencement of works of development at a date no later than 5 years from the date of this Agreement. In the event that the Developer fails to commence development by the said date, any Permission which the Planning Minister has granted in respect of the Land shall lapse.
- 4.5 If the Permission lapses, then this Agreement shall automatically lapse and be of no further force or effect.
- 4.6 Should the Owner cease to have an interest in the Land, the Owner shall no longer be bound by the obligation in this Agreement save to the extent that any liability has already accrued thereunder at the date when the Owner ceases to have the interest.

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- 4.7.1 Subject to 4.7.2 of this Agreement, should the Developer cease to have an interest in the Land, the Developer shall no longer be bound by the obligation in this Agreement.
- 4.7.2 If the Developer transfers the Land or any part thereof ("**the Transferred Land**") to a third party, and enters into an arrangement ("**a Development Agreement**") with that third party for the development of the Transferred Land by the Developer, the Developer will continue to be bound by the terms of this Agreement until the completion of the development which is the subject of the Development Agreement.

5. The Obligation

- 5.1 Subject to the provisions of Clause 5.5, it is agreed that 55% of the dwelling units permitted by the Planning Minister to be constructed on the Land shall be sold to First Time Buyers and 45% of the dwelling units shall be sold, gifted or otherwise transferred to a Social Rental Landlord approved as such by the Minister for Housing for rental to Social Rental Tenants.
- 5.2 The Developer will give effect to the said tenure division by constructing 9 First Time Buyer Dwelling Units and 7 Social Rental Accommodation dwelling units on the Land.
- 5.3 At or prior to completion of the Development, which the Developer shall carry out as expeditiously as possible, the Developer shall place the First Time Buyer Dwelling Units or the sites thereof on the open market (if it has not already done so) and shall take all reasonable steps to facilitate their sale to First Time Buyers.
- 5.4 Subject to the provisions of Clause 5.5, at or prior to completion of the Development, which the Developer shall carry out as expeditiously as possible, the Developer shall sell, gift or otherwise transfer the Social Rental Accommodation (if any) to a Social Rental Landlord.
- 5.5 Provided always that if the Developer –
- (a) enters in to the Field 1370 Agreement on or before the day upon which it acquires the Land, and on the same day as that on which it acquires the Land –
 - (b) acquires Field 1370 in the Parish of St. Saviour, and
 - (c) sells to First Time Buyers not fewer than 12 of the sites of the units of dwelling accommodation which are to be constructed on the Land in accordance with the terms of any planning permission

the obligation to construct Social Rental Accommodation shall cease and be of no effect and all units of dwelling accommodation to be constructed upon the



Land pursuant to the Permission or the sites thereof shall be sold, gifted or otherwise transferred to, and after completion of the development occupied by, First Time Buyers.

5.6.1 The transfer of a site to a First Time Buyer or Social Rental Landlord as the case may be prior to the completion of the construction thereon of a First Time Buyer Dwelling Unit or Social Rental Accommodation respectively shall not operate to transfer to the purchaser any obligation to which the Developer is subject by this Agreement until final completion of the Development and sale or other alienation of all units of accommodation thereon.

5.6.2 All subsequent transfers of First Time Buyer Dwelling Units shall be to First Time Buyers and subject to the provisions of Clause 5.5 all subsequent transfers of Social Rental Accommodation (if any) shall be to a Social Rental Landlord.

5.6.3 All First Time Buyer Units shall be occupied only by First Time Buyers and subject to the provisions of Clause 5.5 all Social Rental Accommodation (if any) shall be used only for the purpose of providing Social Rental Accommodation.

5.7.1 The Developer shall ensure that the Communal Areas are completed within 6 months of the completion of the Development.

5.7.2 The ~~Owner~~^{Developer} shall include in every deed of sale, gift, cession or transfer to a First Time Buyer of any part of the Land –

(a) an obligation on the acquirer to contribute a percentage payment of the cost of maintaining the Communal Areas and the fees (if any) of the agent or secretary appointed pursuant to sub-paragraph (b) of this Clause; and

(b) an obligation to appoint, in common with the other owners of any part of the Land, an agent or secretary who shall be responsible for ensuring that the Communal Areas are properly maintained and all contributions required of the owners duly made.

5.7.3 Should the ~~Owner~~^{Developer} fail to include any of the obligations specified in Clause 5.7.2 in any deed of sale, gift, cession or transfer to a First Time Buyer of any part of the Land, the Minister shall, in addition to all his other powers of enforcement of this Agreement be entitled to –

(a) determine the percentage payment which the owner of the part of the Land so transferred is to make for the maintenance of the Communal Area and the fees (if any) of the agent or secretary;



- (b) require the owner of the Land so transferred to appoint, in common with the other owners of any part of the Land an agent or secretary for the purposes set out in paragraph (b) of Clause 5.7.2.

6. Enforcement of the Obligation

6.1 The Planning Minister is the planning authority with responsibility for achieving the purposes of the Law and the Planning Minister has the power to enforce this Agreement against the parties to the Agreement and any person who derives title to the Land from any such party (subject to the provisions of Clause 4.1) pursuant to Article 25 of the Law.

Signed ^{by} ~~on behalf of~~ Charles John Mossop Mourant

[Redacted Signature]

by.....

in the presence

[Redacted Name] *V. C. BISSON*
Solicitor

Signed on behalf of G.R. Langlois (1991) Limited

by [Redacted Signature]

in the presence [Redacted Name]

Signed [Redacted Name] Minister for Planning and Environment

by [Redacted Signature]

in the presence of *Jong A. Hani*

this *24* day of *April*, 2006



