


In the Royal Court of Jersey

Samedi Division

In the year two thousand and four, the twenty-fourth day of December.

Before Sir Philip Martin Bailhache, Kt., Bailiff of Jersey, assisted by Jurats
Geoffrey Charles Allo and Stanley John Le Cornu.

Upon the application of Her Majesty's Solicitor General, the Court ordered the registration in the Public Registry of this Island of the Planning Obligation Agreement annexed hereto.


Greffier Substitute

LOD

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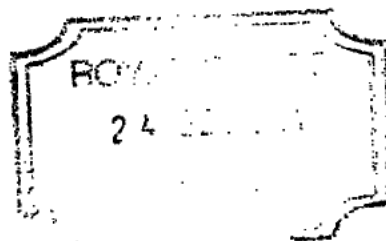


**In the Royal Court of Jersey
(Samedi Division)**

Her Majesty's Solicitor General has the honour to request the Court to order the registration in the Public Registry of this Island of the Planning Obligation Agreement attached hereto.



H. M. Solicitor General



**Law Officers of the Crown
H. M. Solicitor General**

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PLANNING OBLIGATION AGREEMENT

ISLAND PLANNING (JERSEY) LAW, 1964, ARTICLE 8A

BETWEEN

**MR. PETER FRANCIS THÉRIN,
MRS. JEANNINE MARIE ROSE HUME (NEÈ CORVEZ),
MR. ROBERT REGINALD LE QUESNE
MRS. BERYL KATHLEEN LE QUESNE, (NEE LE GRESLEY)
ST. CLEMENT'S GROWERS (JERSEY) LIMITED**

AND

ALPINE ESTATES (JERSEY) LIMITED

AND

THE ENVIRONMENT AND PUBLIC SERVICES COMMITTEE

RE

**FIELD 203, THE NORTHWEST PART OF FIELD 204, AND FIELD 252
ST CLEMENT**

Law Officers' Department

Morier House

St Helier

Jersey

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1. Parties

- 1.1 Mr. Peter Francis Thérin of Charlotte Amalie, La Rue de Jambart, St. Clement, Jersey, JE2 6LA;
Mrs. Jeannine Marie Rose Hume (née Corvez) of Camargue, La Grande Route de St. Clement, St. Clement, JE2 6QQ;
Mr. Robert Reginald Le Quesne of Slate House, St. Clement, JE2 6QQ;
Mrs. Beryl Kathleen Le Quesne (née Le Gresley) of Les Ardoises, St. Clement, JE2 6QQ;
St. Clement's Growers (Jersey) Limited of Slate House, St. Clement, JE2 6QQ;
(hereinafter called "the Owners" which expression where the context so admits shall include their heirs, assigns and successors in title); and
- 1.2 Alpine Estates (Jersey) Limited whose registered office is Kensington Chambers, 46/50 Kensington Place, St Helier, JE1 1ET (hereinafter called "the Developer" which expression where the context so admits shall include its assigns and successors in title); and
- 1.3 The Environment and Public Services Committee of the States of Jersey (hereinafter called "the Committee" which expression where the context so admits shall include its assigns and successors in title).

2. Recitals

- 2.1 The Committee is the Committee of the States charged with the administration of the Island Planning (Jersey) Law, 1964, as amended ("the Law") by whom the obligations in this Agreement are enforceable in accordance with the provisions of the Law.
- 2.2 Mr. Peter Francis Thérin and Mrs. Jeannine Marie Rose Hume (née Corvez) are the owners in perpetuity (*à fin d'héritage*) of Field 203.
- 2.3 St. Clement's Growers (Jersey) Ltd. is the owner in perpetuity (*à fin d'héritage*) of Field 204.
- 2.4 Mr. Robert Reginald Le Quesne and Mrs. Beryl Kathleen Le Quesne née Le Gresley are the owners in perpetuity (*à fin d'héritage*) of Field 252.
- 2.5 By an agreement dated the 19th July, 2002, entered into between the Owners and the Developer, (and amended by further agreement dated the 23rd March, 2004) the Owners agreed to sell to the Developer, and the Developer agreed to buy from the Owners, (subject to the formal exercising of an option) all that land now rezoned for development at La Rue de Jambart, which land comprises part of the fields referred to in clauses 2.2, 2.3 and 2.4 above (hereinafter collectively called "the land" and shown on drawing P/2003/1965/1 which is at Schedule 1 to this Agreement).

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- 2.6 Wherefore both the Owners and the Developer have interests in the land within the meaning of paragraph (1) of Article 8A of the Law.
- 2.7 An application has been made for permission to develop the land (Application reference no. P/2003/1965), for the construction of 79 homes (subsequently modified to 76 homes) for the purpose of first time buyer accommodation, together with a new road and connections at La Grande Route de Saint Clement and La Rue de Jambart.
- 2.8 The Committee 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 is satisfied that development permission for the construction of 76 homes (hereinafter called "the Development") could properly be granted conditional on the Owners and the Developer having first entered into this Agreement.

3. Interpretation

3.1 In this Agreement:

"development" shall have the same meaning as defined in the Law.

"first time buyers" shall mean

- (1) any persons who -
- (i) do not own, and have 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 their own name or as beneficial Owners, shares in any company, Ownership of which confers the right to occupy residential accommodation;
- and
- (ii) are neither married to, nor buying as co-owners with, any person who does not fall within sub-clause (i) above.
- (2) any person who has been approved by the Housing Committee as being a person who would be in need of assistance in order to acquire property and to whom consent should be therefore 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; any refusal by the Housing Committee to approve a person as being in need of assistance to acquire or occupy property to be subject to review by the Environment and Public Services Committee.



“The Hodge Agreement” shall mean the Planning Obligation Agreement entered into between Mr. Graeme Lesley Hodge and Mrs. Jacqueline Marie Hodge, née Croydon, and the Committee, and which is registered in the Public Registry.

“services” shall mean services beneath the road which relate to foul drainage, surface water culverts and road drainage.

“social rental accommodation” shall mean accommodation which is let by a social rental landlord.

“social rental landlord” shall mean –

- (a) the Public,
- (b) a Parish,
- (c) a Housing Trust

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 Committee as the case may be, to be in need of financial and/or social assistance for obtaining accommodation suitable for their needs.

4. It is agreed as follows:

- 4.1 This **AGREEMENT** is made pursuant to all powers enabling the parties and in particular to Article 8A of the Law and with the intent that it shall bind the Owners and the Developer (together referred to as “the Applicants”) and their respective heirs, assigns and successors in title and any persons claiming under or through them **SAVE AND EXCLUDING** the purchasers of completed or part completed dwelling units and/or tenants and occupiers of units constructed in accordance with the development permission, who will only be bound by the obligation set out in clause 5.3.3 hereof.
- 4.2 The obligation assumed by the Applicants by this Agreement is a planning obligation for the purposes of Article 8A of the Law.
- 4.3 This Agreement is conditional upon the grant of development permission by the Committee in respect of the land and the commencement of the Development.
- 4.4 If the development permission lapses, then this Agreement shall automatically lapse and be of no further force or effect.

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- 4.5 Should any owner or the Developer cease to have an interest in the land, that owner or those owners shall no longer be bound by the obligation in this Agreement.
- 4.6 Should the Developer having commenced the Development cease to have an interest in the land, the Developer shall no longer be bound by the obligation in this Agreement, save for the obligations in respect of –
- 4.6.1 The provision of a defect liability period and/or guarantee [clause 5.6].
- 4.6.2 The provision of a bus shelter [clauses 5.8 and 5.9].
- 4.6.3 The provision of a foul pumping station [clauses 5.11 and 5.12].
- 4.7 Clause 4.6 above shall not take effect prior to the completion of the Development, unless the Developer ceases to have an interest by transferring its entire interest to another developer.

5. The Obligation:

- 5.1. Subject to the provisions of clause 5.2, in pursuance of policy H1 provision of homes of the Island Plan 2002, (“the Policy”) 55% of the dwelling units permitted by the Committee to be constructed on the land shall be sold to first-time buyers and 45% of the dwelling units to be constructed on the land shall be sold to a social rental landlord reasonably approved for that purpose by the Housing Committee (“the Housing Committee”) for rental to persons meeting the Housing Committee’s reasonable criteria and qualifications: provided always that if it is impossible to divide the units in exact proportions of 55% : 45%, the proportion of first time buyer housing shall be decreased and the proportion of social rental housing shall be increased.
- 5.2 Provided always that the obligation to sell 45% of the dwelling units to be constructed on the land to a social rental landlord shall be discharged upon the commencement of the construction of 73 dwelling units on Fields 89, 89A, 90, 92A and 93, St. Clement (“the Hodge Phase II Development”) for onward sale to a social rental landlord pursuant to the terms of the Hodge Agreement whereupon 100% of the dwelling units on the land shall be sold to first time buyers as aforesaid.
- 5.3.1 Upon completion of the development or at any stage prior thereto, the Owners shall sell, gift or otherwise transfer all first time buyer houses or the sites thereof to first time buyers reasonably approved as such by the Housing Committee and/or, if relevant, all social rental houses or the sites



thereof to a social rental landlord reasonably approved as such by the Housing Committee.

- 5.3.2 The transfer of a site to a First Time Buyer or a Social Rental Landlord as the case may be prior to the completion of the construction thereon of a First Time Buyer or Social Rental House as the case may be shall not operate to transfer to the purchaser any obligation to which the Developer is subject by this Agreement.
- 5.3.3 All subsequent transfers of first time buyer houses shall be to first time buyers reasonably approved as such by the Housing Committee and all subsequent transfers if relevant of social rented houses shall be to social rental landlords reasonably approved as such by the Housing Committee.
- 5.4 The Developer will construct a new road ("the new road") shown by a broken line of black blocks on drawing no. P/2003/1965/1 which is at **Schedule 1** to this Agreement. The Developer shall submit plans to the Planning Department and the Public Services Department and shall obtain all necessary consents. The Developer undertakes to construct the new road and services in accordance with Public Services Highways specification and to the reasonable satisfaction of the Public Services Committee and in accordance with **Schedule 2** to this Agreement.
- 5.5 On satisfactory completion of the construction of the new road and the implementation of services which the Committee shall decide upon in its reasonable discretion, the Owners and/or the Developer shall transfer the legal Ownership of the new road upon completion of the Development to the Public or to the Parish of St. Clement free of all charges and free of all encumbrances. The reasonable legal fees incurred by the Public or the Parish as the case may be shall be borne by the Developer.
- 5.6 The Developer undertakes to provide the Highway Authority with a defect liability period and/ or guarantee of twelve months in respect of the new road and the services constructed in accordance with clause 5.4 above.
- 5.7.1 The Developer will pay to the Committee upon the commencement of the development of the land the sum of £37,500 which sum will be applied by the Committee to as a contribution to the costs of the implementation of traffic calming measures as directed by the Public Services Highways Department along the section of La Rue de Jambart which runs from the development to La Grande Route de la Cote as shown by a broken line of black diamonds on the said drawing P/2003/1965/1 attached hereto as Schedule 1.
- 5.7.2 The said sum of £37,500 will be held in an escrow account for a period of three years or until the traffic calming measures have been commenced; provided that if the Committee has not commenced the traffic calming



measures within three years of the date of payment it will pay the funds in the said escrow account to the Developer for its retention absolutely.

- 5.8 The Developer will provide and erect a new bus shelter at the northern boundary of the site where it borders La Grande Route de Saint Clement as shown hatched diagonally and marked "Bay for new bus shelter" on drawing no. 86 of Job no. 196, an extract of the relevant part of which is at **Schedule 3** of this agreement. The type of bus shelter to be provided by the Developer shall be a "Jersey Shelter", which is to be supplied by Commutaports Limited of Crosshill Road, Bishopbriggs, Glasgow, G64 2QE, Scotland. The bus shelter is to be fully enclosed, with two bays, seating and toughened glass with solar power lighting. The bus shelter is to be fully erected on site.
- 5.9 On satisfactory completion of the construction of the new bus shelter, which shall be decided by the Committee in its reasonable discretion, the Owners and/or the Developer shall transfer to the Public, and the Public will acquire from the Owners and/or the Developer, the bay for the new bus shelter as shown on drawing 86 of Job No. 196, together with the bus shelter erected thereon, free of all charges and free of all encumbrances within six months of being requested in writing by the Committee to do so.
- 5.10 Any dispute between the parties arising out of clauses 5.4, 5.5, 5.8 or 5.11 hereof will be referred for arbitration to a member of the Chartered Institute of Surveyors, whose decision will be binding upon the parties to this Agreement and shall be final and without appeal.
- 5.11.1 Subject to the provisions of Clause 5.14 of this Agreement, the Developer shall construct a pumping station on the land in a suitable area with drainage and vehicular access directly from a public road, the said area to be agreed with the Public Services Department Principal Engineer.
- 5.11.2 The Developer will construct the pumping station to the satisfaction of the Principal Engineer.
- 5.11.3 Once the said pumping station has been constructed to the satisfaction of the Principal Engineer, the Developer will transfer to the Public the said area of land and the pumping station constructed thereon, together with all such ancillary rights as may be necessary for the operation, maintenance, repair and replacement of the said pumping station or any part thereof.
- 5.11.4 The Developer will pay to the Treasurer of the States on behalf of the Committee following satisfactory completion and commissioning of the pumping station the sum of £104,500, being –

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(a) The sum of £100,000 to maintain the station for a period of fifteen years.

(b) The sum of £4,500 to replace the pumps in fifteen years' time.

5.12 Provided that the Developer shall not be bound by Clause 5.11.1 of this Agreement if the Developer is able to provide an alternative scheme for the provision of foul drainage, this to the satisfaction of the Principal Engineer-Drainage, whose decision shall be final and without appeal.

5.13 The Committee will use its best endeavours to procure the acceptance by the Public of the transfer of the road, the bus shelter and the pumping station referred to in clauses 5.5, 5.8 and 5.11 respectively.

5.14 In order to ensure that the future maintenance of the roadways, pavements and other public areas and facilities is assured, the Developer will be responsible for ensuring to the satisfaction of the Environment and Public Services Committee that all deeds of sale of any units on the development will contain provisions as to the future maintenance of the roadways, pavements and other public areas and facilities at the Development (other than those areas which have been transferred to the Public) similar to those contained in the deeds of sale by Curiet Holdings Limited of properties constructed by it on the development now known as Clos de l'Abri, in the Parish of St. Clement.

6. Enforcement of the Obligation

6.1 The Committee is the planning authority with responsibility for achieving the purposes of the Law and the Committee 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 pursuant to paragraph (7) of Article 8A of the Law.

Signed by Peter Francis Thérin [Redacted]

in the presence of [Redacted]

Signed by Jeannine Marie Rose Hume (née Corvez) [Redacted]

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in the presence of .. [redacted]

Signed by Beryl Kathleen Le Quesne (née Le Gresley). [redacted]

in the presence of [redacted]

Signed by Robert Reginald Le Quesne. [redacted]

in the presence of .. [redacted]

Signed on behalf of St. Clements Growers (Jersey) Limited

By .. [redacted]

in the presence of.. [redacted]

Signed on behalf of Alpine Estates (Jersey) Limited

by .. [redacted] (DIRECTOR)

in the presence of

Signed on behalf of the Environment and Public Services Committee

by .. [redacted]

Greffier of the States

in the presence of .. [redacted]

this 23rd day of December , 2004



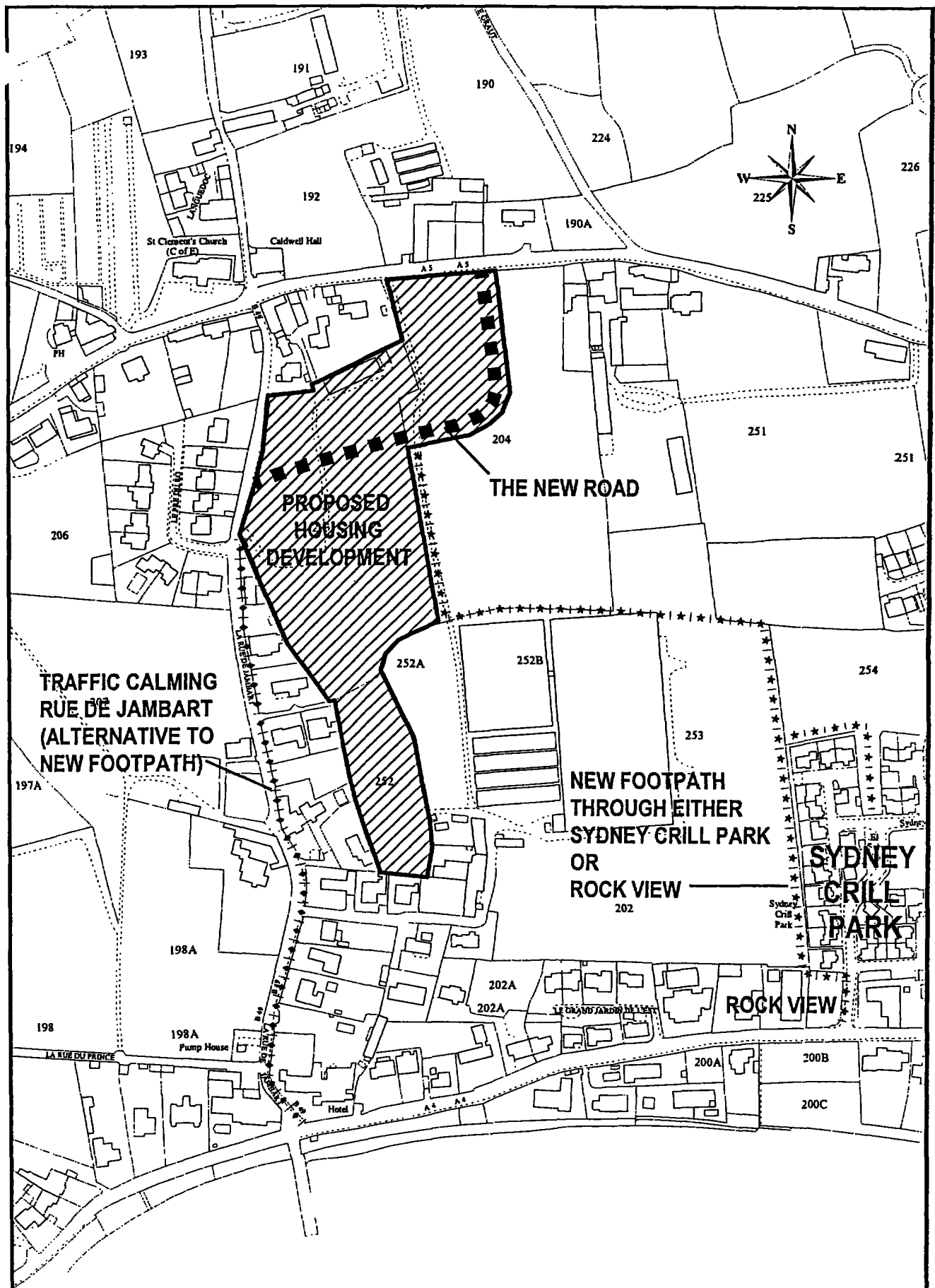


Schedule 1

**Drawing Number
P/2003/1965/1**

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Map - Schedule 1

Scale: 1:3000

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Jambart Location Plan

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Schedule 2
(Clause 5.4)

Standard Road Construction for the New Road

Standard road construction for the new road to be:

200mm type 1 (UK Highways Agency – Specification for Highway Works) stone sub-base under 150mm bitumen macadam (consisting of 110mm of 20mm aggregate base course, under 40mm wearing course bitumen macadam of 10mm aggregate size).

Prior to the construction of the road, the Developer is to produce to the Highways Section of the Public Services Department evidence of the ground condition. If this does not show a reasonable sub-grade, the Highways Section may require a capping layer to the above.

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Schedule 3
(Clause 5.8)

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