

**Memorandum of Agreement relating to a Planning Obligation Agreement under
Article 25 of the Planning and Building (Jersey) Law 2002 (As Amended)
and relating to the Development of Field 873, La Rue du Haut, St Lawrence**

Dated :

1st August

2015

Between:-

The Minister for Planning and Environment (1)

John Henry Marshman (2)

DATE

6th August

2015

PARTIES

- (1) The Minister for Planning and Environment of States Offices,
South Hill, St Helier, Jersey JE2 4US ("the Minister")
- (2) John Henry Marshman c/o 16 Hill Street, St Helier, Jersey, JE1
1BS ("the Owner")

RECITALS

- 1 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.
- 2 The Application was made to the Minister by the Owner whereupon the Minister refused planning permission on 13th October 2014 for the reason set out in his decision notice ("the Refusal")
- 3 Following the Refusal the Owner exercised his right of appeal under Article 109 of the 2002 Law which said appeal was heard under the legislation in force at the time it was entered by virtue of the transitional provisions contained in Article 9 of the Planning and Building (Amendment no 6) (Jersey) Law 2014
- 4 The above mentioned appeal was heard by the Samedi Division of the Royal Court on 3rd March, 2015
- 5 By judgment dated 3rd June, 2015 given by the Samedi Division of the Royal Court it was adjudged that the decision of the Minister for Planning and Environment dated 13th October, 2014 in respect of the Owner's planning application was unreasonable whereby the Court resolved to exercise its power under Article 113(3)(b) 2002 Law to order the Minister to grant permission to the application submitted on 1st May 2014, subject to the Owner entering into a suitable planning obligation agreement pursuant to Article 25 of the Law
- 6 The parties have agreed to enter into this Agreement in order to secure the planning obligations contained in this Agreement.
- 7 The parties acknowledge that this Agreement is legally binding.
- 8 This Agreement provides for regulating or facilitating the development or use of the Site in the manner hereinafter appearing.
- 9 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:

"2002 Law"		the Planning and Building (Jersey) Law 2002 prior to the changes made by the Planning and Building (Amendment no 6) (Jersey) Law 2014
"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;
"Affordable Housing Gateway"		a single point of access maintained by the Minister for Housing for Affordable Housing in Jersey and by which Approved AHPs allocate their homes to those applicants who have been assessed and qualify on a means basis through the gateway;
"Affordable Housing Units"		the Social Rented Affordable Housing Units constructed on the Site as part of the Development;
"Agreement"		this agreement including the recitals and schedules hereto;

"Application"	the application for planning permission submitted to the Minister for the Development and allocated reference number P/2014/0672;
"Approved AHP"	<p>An Approved Affordable Housing Provider which is:</p> <ul style="list-style-type: none"> i. the Public; ii. a parish; iii. the Company; and/or iv. a housing trust which is approved by the Minister for Housing for the purposes of the provision of Affordable Housing <p>when discharging their function of providing Affordable Housing 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</p> <p>;</p>
"Approved Funder"	<p>(a) Any financial institution which shall, with the consent of the Minister for Housing (which consent shall not be unreasonably withheld or delayed) (having regard to both the identity of the funder and the size of the fund provided), provide monies to the Approved AHP to enable it to proceed with the acquisition and/or development of that part of the Site which is to be used for the Social Rented Affordable Housing Units; provided that if the proposed Approved Funder is not regulated by the Jersey Financial</p>

		<p>Services Commission, the Guernsey Financial Services Commission, the Isle of Man Financial Supervision Commission or the Financial Services Authority of the United Kingdom, the consent of the Minister shall be deemed not to be unreasonably withheld if –</p> <p>(i) the proposed Approved Funder is unable to prove to the satisfaction of the Minister that it is adequately regulated by a competent authority in the jurisdiction in which it carries on business, or</p> <p>(ii) the proposed Approved Funder fails or refuses to produce to the Minister any information or documentation or independent confirmation of its status which the Minister may reasonably request;</p>
"Commencement"		<p>the date on which any operation forming part of the Development permitted by the Planning Permit or any subsequent planning permission for the Development begins to be carried out, and "Commence" and "Commenced" shall be construed accordingly;</p>
"the Company"		<p>the company prescribed under Article 2 to the Social Housing (Transfer) (Jersey) Law 2013;</p>
"Development"		<p>the development of the Site to provide ten (10) dwelling houses of which five (5) shall be First Time Buyer Units and</p>

		five (5) housing for social rent as set out in the Planning Permit;
"Dwelling Unit"		a residential unit forming part of the Development to be constructed pursuant to the Planning Permit;
"Eligible Person"		<p>a person who is:</p> <p>(a) on the Affordable Housing Gateway register retained or referred to by the Minister for Housing from time to time in the discharge of that Minister's housing function; or</p> <p>(b) in respect of the Social Rented Affordable Housing Units (i) aged 55 years of age or over, or (ii) under 55 years but residing in the same Dwelling Unit with his or her spouse or partner being a person aged 55 years of age or over, as a 'couple', or (iii) falls wholly within the scope of (ii) above and continues to reside in the same Dwelling Unit upon and following the demise of such older spouse or partner;</p>
"Family Member"		a member of the family of a First Time Buyer or an Eligible Person (as the case may be) and for the purposes of this Agreement shall mean the brother, sister, daughter, son, step-child, parent, grandparent or grandchild;
"First Time Buyer"		any person who:

	<p>Either:</p> <p>(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:</p> <p>(a) Any immovable property</p> <p>(b) Either in his own name or as beneficial owner, shares in any company, ownership of which confers the right to occupy residential accommodation;</p> <p>and</p> <p>(ii) Is neither married to, nor buying as co-owner with, any person who does not fall within (i) above;</p> <p>or</p> <p>(2) Has been approved by the Minister for Housing as being a person who would be in need of assistance in order to acquire property and 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 any refusal by the Minister for Housing to approve a person as being in need of assistance to acquire or occupy property being subject to review by the Minister, who shall have power to overrule the decision of the Minister for Housing;</p>
"First Time Buyer Unit"	Dwelling Units 1-5 (inclusive) as shown on drawing Z31-9565-S1-202;

"GST"		goods and services tax under the Goods and Services Tax (Jersey) Law 2007;
"Index"		the all Items Index of Retail Prices for Jersey as issued from time to time by the Statistics Unit to the States of Jersey;
"Interest"		interest at three per cent above the base lending rate of HSBC Bank Plc from time to time;
"Island Plan 2011"		The States of Jersey Island Plan, 2011 (as amended from time to time);
"Law"		the Planning and Building (Jersey) Law 2002;
"Market Housing Units"		any Dwelling Units that are not Affordable Housing Units;
"Minister for Housing"		the Minister for Housing, including his or her successor and any person or body to whom the functions of the Minister for Housing may be transferred hereafter or lawfully delegated from time to time;
"Occupation, Occupy 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 of the Site numbered Z31-9565-S1-200 and dated 02.04.14 attached at the First Schedule to this Agreement;
"Planning Permit"	the planning permission for the Development granted by the Minister pursuant to the Application, a copy of which is attached at the Second Schedule;
"Public"	the Public of the Island of Jersey.
"Royal Court"	the Royal Court of the Island of Jersey;
"SHU"	the Strategic Housing Unit established following States approval of P33/2013 (or any successor body);
"Social Rented Affordable Housing Unit"	any one of the five (5) Dwelling Units being units 6-10 (inclusive) to be constructed on the Site as part of the Development to be transferred following practical completion to an Approved AHP;
"Site"	the land against which this Agreement relates as shown enclosed by the black dotted line on the Plan;.

"Social Rental Land"		shall mean that part of the Site upon which the Units for Social Rent are to be constructed.
"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 Housing Unit in accordance with plans approved and building permits issued by the Minister.

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 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 is conditional upon:

- (i) the grant of the Planning Permit; and
- (ii) the Commencement of Development

save for the provisions of Clauses 9, 10, and 14 which shall come into effect immediately upon which this Agreement 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 and the Minister agree the terms as set out in the Third Schedule to this Agreement shall be enforceable as between the parties without limit of time 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 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.
- 7.2 Any notices to be served 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.
- 7.3 Insofar as any clause or clauses of this Agreement are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Agreement.

- 7.4 This Agreement shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permit shall be quashed, 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;
- 7.5 No person shall be liable for any breach of any of the planning obligations or other provisions of this Agreement after it shall have parted with its entire interest in the Site or any part thereof but without prejudice to liability for any subsisting breach arising prior to parting with such interest.
- 7.6 Nothing in this Agreement shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Planning Permit) granted (whether or not on appeal) after the date of this Agreement.
- 7.7 Except in so far as legally or equitably permitted this Agreement shall not prejudice or fetter or affect any statutory power discretion or duty of the Minister and without prejudice to the generality of the foregoing it is agreed between the parties hereto that any benefit or power conferred on the Minister by any of the obligations or covenants by the Owner in favour of the Minister under this Agreement are in addition to any of the Ministers' statutory powers under the Law
- 7.8 Nothing in this Agreement shall be construed or interpreted in such a way or inference to be drawn so as to place or create a duty of care upon the Minister as a result of the Minister agreeing to accept the covenants agreements and undertakings on the part of the Owner as contained herein
- 7.9 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
- 7.10 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. 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

10 CHANGE IN OWNERSHIP

The Owner agrees with the Minister to give the Minister immediate written notice of any change in ownership of any of their interest in the Site occurring before all the obligations under this Agreement have been discharged such notice to give details of the transferee's full name and registered office (if a company or usual address if not) together with the area of the Site or unit of occupation purchased by reference to a plan.

11 INDEXATION

Any sum referred to in the Third Schedule shall be increased by an amount equivalent to the increase in the Index from the date hereof until the date on which such sum is payable.

12 INTEREST

If any payment due under this Agreement is paid late, Interest will be payable from the date payment is due to the date of payment.

13 GST

13.1 All cause given in accordance with the terms of this Agreement shall be exclusive of any GST properly payable

13.2 If at any time GST is or becomes chargeable in respect of any supply made in accordance with the terms of this Agreement then to the extent that GST had not previously been charged in respect of that supply the person making the supply shall have the right to issue a GST invoice to the person to whom the supply was made and the GST shall be paid accordingly

14 JURISDICTION

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

FIRST SCHEDULE

Details of the Owner's Title, and description of the Site

The Owner has an interest in the Site which is shown on the Plan, as attached hereto, as sole heir to his late father Henry Thomas Marshman who died on 27th September 2008

Copyright

All rights reserved. No part of this drawing may be reproduced without prior written permission.

Important Note

1. All dimensions shown on this drawing are in metres. Where no dimension is given, the dimensions are in feet and inches.

2. All dimensions shown on this drawing are in metres.

3. All dimensions shown on this drawing are in metres.

4. All dimensions shown on this drawing are in metres.

5. All dimensions shown on this drawing are in metres.

Map Reference | 29

Drawing No Z31-9565-S1-200



RESIDENTIAL DEVELOPMENT, FIELD 873, JERSEY

SITE LOCATION PLAN | SCALE 1:2500 @ A4

LOVELL ozanne
Chartered Architects and Building Surveyors

Project Name
Proposed Residential Development
Field No. 873
La Rue des Grandes Fosses
St. Lawrence, Jersey

Scale | 1:2500 Date | 02.04.14
Drawn | JLeT Checked | AME
Revision |

status
LANNING

Project Title
Site Location Plan

Drawing No | Z31-9565-S1-200

Drawing No Z31-9565-S1-202

LOVELL OZANNIE
Landscape Architecture and Planning, Inc.

Project Name: Residential Development, Field 873, Jersey
Location: Jersey, New Jersey
Scale: 1/8" = 1'-0"

Sheet No.: S1-202
Sheet Count: 4 of 4

Owner: [Redacted]
Architect: [Redacted]

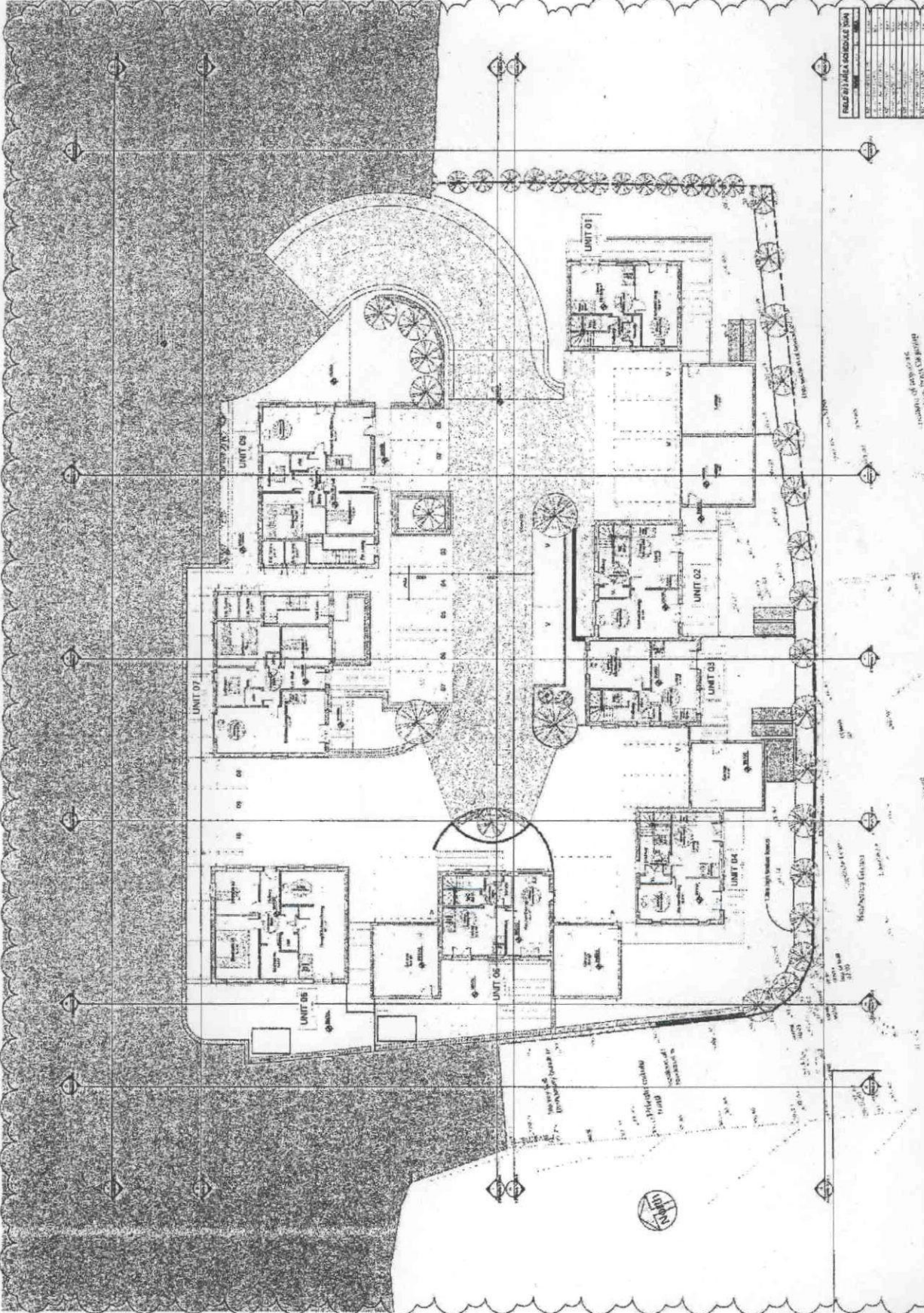
Engineer: [Redacted]
Surveyor: [Redacted]

Prepared by: [Redacted]
Checked by: [Redacted]
Approved by: [Redacted]

RELATIVE ELEVATION DATA


Point	Elevation (ft)
1	100.00
2	100.00
3	100.00
4	100.00
5	100.00
6	100.00
7	100.00
8	100.00
9	100.00
10	100.00
11	100.00
12	100.00
13	100.00
14	100.00
15	100.00
16	100.00
17	100.00
18	100.00
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98	100.00
99	100.00
100	100.00

RESIDENTIAL DEVELOPMENT, FIELD 873, JERSEY
SITE PLAN AT GROUND FLOOR LEVEL | SCALE 1:100 @ A0



Department of the
Planning and
South Hill
St Helier, Jersey, JE
Tel: +44 (0)1534 44
Fax: +44 (0)1534 44

SECOND SCHEDULE
The Planning Permission

States 
of Jersey

Date:

Lovell Ozanne & Partners Ltd.
Island House
Grande Rue
St Martin
Guernsey, GY4 6RU

Planning Application Number P/2014/0672

Dear Sir/Madam

Application Address:	Field No. 873, La Rue de Haut, St. Lawrence.
Description of Work:	Construct 5 No. first time buyer dwellings, 1 No. social rented dwelling and 4 No. social rented apartments. Associated landscaping. (ELECTRONIC 3D MODEL AVAILABLE).

Please find enclosed the decision notice for the above application.

The approved plans and any conditions attached to the decision are important and should be complied with. If there is any variation from the approved plans or the conditions please notify us immediately.

Failure to comply with the approved plans or conditions may result in enforcement action.

If you are unhappy with a condition attached to this permission, you may request a review or make an appeal. How to do this is set out in Supplementary Planning Guidance Practice Note No. 3 available online at www.gov.je.

Yours faithfully

Lawrence Davies
Planner, Development Control
Planning Services, South Hill, St. Helier, Jersey, JE2 4US
direct dial: +44 (0) 1534 448472
fax: +44 (0) 1534 445528
email: l.davies@gov.je



Decision Notice

PLANNING AND BUILDING (JERSEY) LAW 2002

This permission enures (unless otherwise stated) 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.

This decision does not absolve 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 the need to obtain the permission of the owner of the land to which this permission relates.

This is notification of the decision to GRANT permission to develop land under Article 19 of the Planning and Building (Jersey) Law 2002;

In respect of the following development:

Construct 5 No. first time buyer dwellings, 1 No. social rented dwelling and 4 No. social rented apartments. Associated landscaping. (ELECTRONIC 3D MODEL AVAILABLE).

To be carried out at:

Field No. 873, La Rue de Haut, St. Lawrence.

REASON FOR APPROVAL: As ordered by the Samedi Division of the Royal Court under Article 113(3)(b) of the Planning and Building (Jersey) Law 2002 Law in a judgment handed down on 3rd June, 2015.

This permission is granted subject to compliance with the following conditions and approved plan(s):

- A. The development shall commence within five years of the decision date.
Reason: The development to which this permission relates will need to be reconsidered in light of any material change in circumstance.
- B. The development hereby approved shall be carried out entirely in accordance with the plans, drawings, written details and documents which form part of this permission.
Reason: To ensure that the development is carried out and completed in accordance with the details approved.

Condition(s):

- 1. Prior to the commencement of any development on site, a Construction Environmental Management Plan (CEMP) shall be submitted to, and agreed in writing by, the Minister for Planning and Environment. The CEMP shall thereafter be implemented in full until the completion of the development and any variations agreed in writing by the Minister prior to

such work commencing. The Plan shall include an implementation programme of mitigation measures to minimise any adverse effects of the proposal, and shall include, but is not limited to;

- a) a demonstration of best practice in relation to noise and vibration control; and control of dust and emissions (such as noise and vibration, air, land and water pollution);
 - b) details of a publicised complaints procedure, including office hours and out-of-hours contact numbers;
 - c) specified hours of working (to include that work which would result in noise being heard outside the application boundary occurs only between 8am and 6pm Monday to Friday, and 8am to 1pm on Saturdays, with no noisy working outside these times, and no noisy work on Bank or Public Holidays);
 - d) details of any proposed crushing / sorting of waste material on site; and
 - e) details of the proposed management of traffic and pedestrians (to include for vehicle wheel washing).
2. Notwithstanding the indications on the approved plans, prior to the commencement of any development on site, full details (including samples) of all external materials to be used to construct the development shall be submitted to and approved in writing by the Minister for Planning and Environment to be thereafter implemented prior to first occupation and maintained in perpetuity.
3. Notwithstanding the details indicated within the approved plans, 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 landscaping scheme which shall provide details of the following;
- a) 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;
 - b) 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;
 - c) other landscape treatments to be carried out or features to be created, for example, any excavation works, surfacing treatments, or means of enclosure;
 - d) the measures to be taken to protect existing trees and shrubs; &
 - e) the arrangements to be made for the maintenance of the landscaped areas.

As part of this landscaping scheme, it is expected that particular attention shall be paid to the planted buffer zone between the application

site and Kincaid Gardens to the south.

4. All planting and other operations comprised in the landscaping scheme hereby approved shall be completed prior to first occupation of any element of the development.
5. Any trees or plants planted in accordance with the approved landscaping scheme, which within a period of five years from the planting taking place; die, are removed or become seriously damaged or diseased, shall be replaced in the next planting season with others of similar size and species, unless the Minister for Planning and Environment gives written consent to a variation of the scheme.
6. Notwithstanding the information on the submitted plans, the works involved in the re-formation of the northern boundary of the site (including the construction of any retaining structures, the formation of the new vehicle entrance - including visibility splays, the establishment of the pavement, and the re-surfacing of the road), shall be undertaken to the satisfaction of the Minister for Transport and Technical Services. This work must be undertaken in full prior to the first occupation of the new development.
7. A Percentage for Art contribution shall be delivered on site as part of the development to the value of 0.75% of the costs of construction. Precise details relating to the exact form which the contribution will take, must be submitted to, and approved in writing by, the Minister for Planning and Environment, prior to the commencement of the development hereby approved. Thereafter, 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. In the interests of protecting the amenities of the area generally and to accord with Policy GD 1 of the Jersey Island Plan 2011.
2. To ensure a high quality of design and in accordance with Policies SP 7 and GD 7 of the Jersey Island Plan 2011.
3. To ensure that before development proceeds provision is made for a landscaping regime that will enhance the appearance of the development and help to assimilate it into the landscape, in accordance with Policies GD 1 and NE 4 of the Jersey Island Plan 2011.
4. To ensure the benefits of the landscape scheme are not delayed, in the interests of the amenities of the area and to ensure a high quality of design in accordance with Policies SP 7 and GD 7 of the Jersey Island Plan 2011.
5. To mitigate against the potential failure of trees and plants, and the extent to which that failure might threaten the success of the landscaping scheme, in accordance with Policies GD 1 & NE 4 of the Jersey Island Plan 2011.

6. In the interests of ensuring that these works are undertaken to the full satisfaction of the highway authority, in accordance with Policy GD 1 of the Jersey Island Plan 2011.
7. In accordance with the provisions of Policy GD 8 of the Jersey Island Plan 2011.

FOR YOUR INFORMATION

The approved plans can be viewed on the Planning Register at www.gov.je/planning

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

Z31-9565-S1-200	Site Location Plan
Z31-9565-S12-01	Survey Plan
Z31-9565-S1-202 Rev. A	Site Plan at Ground Floor
Z31-9565-S1-203 Rev. A	Site Plan at First Floor
Z31-9565-S1-204 Rev. A	Site Plan at Roof Level
Z31-9565-S1-205 Rev. A	Site Sections A-A + B-B
Z31-9565-S1-206 Rev. A	Site Sections C-C + D-D
Z31-9565-S1-207 Rev. A	Site Sections E-E + F-F
Z31-9565-S1-208 Rev. A	Site Sections G-G + H-H
Z31-9565-S1-209 Rev. A	Site Sections J-J + K-K
Z31-9565-S1-210 Rev. A	Site Section L-L
Z31-9565-S1-211 Rev. A	3D Perspectives
Z31-9565-S1-212	Site Sections @ 1:200
Z31-9565-S1-213	Site Sections @ 1:200
4601/01 Rev. P2	Proposed SW & FW Drainage Scheme
4601/02 Rev. P1	Proposed Off-Site FW Drainage Scheme
	Percentage for Art Statement & Design Statement: April 2014 v1.0

DECISION DATE: xx/xx/xxxx

The development may also require building permission, 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.

THIRD SCHEDULE

The Owner's Covenants with the Minister

The Owner covenants, agrees and undertakes:

Commencement

- 1 Not to commence the development until the Owner has given to the Minister twenty-eight (28) days' notice in writing of its intention to do so.

First Time Buyer and Social Housing

- 2 That five (5) of the Dwelling Units to be constructed on the Site shall be five (5) Social Rented Affordable Housing Units.
- 3 That five (5) of the Dwelling Units to be constructed on the Site shall be five (5) First Time Buyer Units
- 4 That the five (5) First Time Buyer Units to be constructed on the Site shall be sold to First Time Buyers
- 5 That at or prior to the completion of the Development, which the Owner will carry out as expeditiously as reasonably possible, the Owner shall place the First Time Buyer Units on the open market and shall take all reasonable steps to facilitate the sale of those units to First Time Buyers.
- 6 That 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)
- 7 That all subsequent transfers of First Time Buyer Units shall be to First Time Buyers reasonably approved as such by the Housing Minister
- 8 No more than 3 of the First Time Buyer Units shall be Occupied until the Social Rented Affordable Housing Units have been transferred to an Approved AHP.
- 9 That any subsequent transfer of Social Rented Affordable Housing Units shall be to an Approved AHP reasonably approved as such by the Housing Minister
- 10 Subject to the Fifth Schedule, the Social Rented Affordable Housing Units may only be sold or transferred to an Approved AHP for rental by the Approved AHP to Eligible Persons.

- 11 Subject to the Fifth Schedule, the Social Rented Affordable Housing Units may only be used or Occupied by Eligible Persons in pursuance of arrangements made between the occupier of each such unit of accommodation and the Approved AHP.
- 12 Subject to the Fifth Schedule, none of the Social Rented Affordable Housing Units shall be Occupied otherwise than as the relevant occupier's sole permanent residence.
- 13 No Dwelling Unit shall be used or occupied other than as the only and principal home and shall not be used as a second home or a holiday home.
- 14 No Social Rented Affordable Housing Unit shall be used or occupied other by an Eligible Person.
- 15 No Dwelling Unit shall be Occupied other than by First Time Buyers or Family Members of a First Time Buyer living together with the First Time Buyer as a family.

FOURTH SCHEDULE

Minister's Covenants

- 1 The Minister hereby covenants with the Owner to use all sums received by the Treasurer of the States from the Owner under the terms of this Agreement for the purposes specified in this Agreement for which they are to be paid or for such other planning purposes arising from the Development as the Minister shall in his discretion consider to be reasonably appropriate in the circumstances.
- 2 The Minister covenants with the Owner that he will procure or arrange that the Treasurer of the States will pay to the Owner such amount of any payment made by the Owner to the Treasurer of the States under this Agreement which has not been expended in accordance with the provisions of this Agreement within seven years of the date of receipt by the Treasurer of the States of such payment.
- 3 To issue the Planning Permit to the Owner.

Fifth Schedule

Cessation of Obligations – Social Rented Affordable Housing Units

1. If the circumstances set out in paragraphs 2, 3 or 4 in this Fifth Schedule arise the provisions of Schedule 3 concerning the Social Rented Affordable Housing Units shall cease to apply to that part of the Site comprising the Social Rented Affordable Housing Units ("the Relevant Land") upon which such hypothec as is referred to in paragraph 2 below was secured and the Minister shall as soon as practicable following the said provisions ceasing to have effect as aforesaid issue to the then owner of the Relevant Land a formal written acknowledgement of the same.
2. An Approved Funder is the holder of a judicial hypothec charged upon that part of the Site comprising 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 Minister for Housing to the Approved AHP to enable it to proceed with the acquisition and/or development of the Social Rented Affordable Housing Units.
3. Either of paragraphs 3(a) or 3(b) applies.
 - a. Such Approved Funder having obtained an "acte Vicomte chargé d'écrire" for repayment of the debt secured by such hypothec against the

Relevant Land, offers to the Public of the Island (for the purposes of this Fifth Schedule, 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 dégrèvement on the terms set out in paragraph 5 below.

- b. The Approved AHP 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 all of its rights in the debt due to the Approved Funder by the Approved AHP secured by such hypothec on the terms set out in paragraph 6 below, provided that –

- i. unless and until the insolvency procedure of dégrèvement 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 it of the property upon which the hypothec is secured this paragraph will only apply in respect of bankruptcy proceedings which have been initiated by the Approved AHP 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; and
- ii. during the six months following the service of the option notice referred to in this paragraph, 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.

4. The Public, having been offered an option in accordance with either of paragraphs 3(a) or 3(b) of this Schedule, does not accept the option within the period specified for its acceptance.

5. The terms referred to above are that if the Public exercises the option and takes such transfer of the Relevant Land, the Public will be substituted for the Approved AHP in respect of the debt and obligations secured by the hypothec and will discharge –

- a. all amounts due thereunder at the date of transfer forthwith; and

- b. all continuing obligations of the Approved AHP to the Approved Funder under the debt and obligations secured by the hypothec as they fall due.
- 6. The terms referred to herein are that if the Public exercises the option referred to above, 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.

Signed on behalf of the Minister

by

(PETER LE GRESLEY)

in the presence of .

(Jonathan Gladwin)

this 6th day of August 2015

Signed on behalf of John Henry Marshman

by

AGENCY

Nina S.H. Benest, Advocate
Benest & Syvret
No 16 Hill Street
St Helier
Jersey JE1 1BS

in the presence of ...

this 30 day of July 2015