

In the Royal Court of Jersey

Samedi Division

In the year two thousand and eighteen, the seventeenth day of April.

Before the Judicial Greffier.

Upon the application of Her Majesty's Attorney General, IT IS ORDERED that the Planning Obligation Agreement between The Chief Officer for the Environment, Jayn Slade Johnson, née Austin and Philip Walter Perchard in relation to Field No. 402, La Grande Route de Faldouet, St Martin, be registered in the Public Registry of this Island.



Greffier Substitute

LOD

Reg. Pub.

**Planning Obligation Agreement under Article 25 of the Planning and Building (Jersey)
Law 2002 (as amended)**

relating to the development of Field No. MN402, La Grande Route de Faldouet, St Martin

Dated:

16th April

2018

The Chief Officer for the Environment (1)

Jayn Slade Johnson, née Austin (2)

Philip Walter Perchard (3)

DATE

16th April

2018

PARTIES

- (1) The Chief Officer for the Environment of States Offices, South Hill, St Helier, Jersey JE2 4US ("the Chief Officer"); and
- (2) Jayn Slade Johnson, née Austin ("**the First Owner**") of El Hassa, La Grande Route de Faldouet, St Martin JE3 6UG
- (3) Philip Walter Perchard ("**the Second Owner**") of Les Faisans, La Grande Route de Faldouet, St Martin JE3 6UG

RECITALS

- 1 The First Owner warrants that by right as devisee to the Will of immovable estate of her mother Mazel Austin, née Slade which Will was registered in the Public Registry of this Island by Act of the Royal Court dated 24th December 1984, she is the owner in perpetuity (*à fin d'héritage*) as to that part of the Site comprising Field 402 St Martin.
- 2 The Second Owner warrants that by right under hereditary contract of purchase of 2 May 1986 from Katherine Mary Ara, née Le Seilleur he is the owner in perpetuity (*à fin d'héritage*) as to that part of the Site comprising part of fields 404 and 403 St Martin (being the hedge separating Field 402 from Fields 404 and 403).
- 3 The Application for planning permission for the Development has been submitted by the Parish of St. Martins Housing Association.
- 4 Pursuant to Article 9(5)(b) of the Law the Chief Officer referred the Application to the Planning Committee for determination by that Committee.
- 5 Having regard to the purposes of the Law, the Island Plan 2011 and all other material considerations the Planning Committee at its meeting on 21 December 2017 resolved to approve the grant of planning permission with respect to the Applications subject to the prior completion of this Agreement.
- 6 The site is the subject of a village plan for the objective of Affordable Housing in rural centres under Policy H5 of the Island Plan 2011 (but subject to footnote 30) which was adopted as a Development Brief by the Minister for the Environment in January 2016 and the Application for the construction of Dwelling Units has been submitted to further that objective in the provision of 20 three bedroom dwellings for Affordable Housing.
- 7 The parties hereto have agreed to enter into this Agreement in order to secure the planning obligations contained herein.
- 8 The parties acknowledge that this Agreement is legally binding.
- 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:

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| | | |
| "Affordable Housing" | | residential accommodation for renting or accommodation for purchase, by persons who would otherwise have financial difficulties renting or acquiring residential accommodation in the general market for residential accommodation prevailing in Jersey; |
| | | |
| "Affordable Housing Unit" | | any one of the Dwelling Units to be constructed on the Site as part of the Development to be let to Eligible Persons at rents set in accordance with the Minister for Housing's rental policy and on Social Rental Terms or sold to Eligible Persons; |
| | | |
| "Agreement" | | this agreement including the recitals and schedules hereto; |
| | | |
| "Application" | | the applications for planning permission in respect of the Site and described as "Demolish existing building. Construct 20 No. three bed dwellings with associated parking and landscaping. Create new vehicular access onto La Grande Route de Faldouet. 3D model available. AMENDED PLANS: Relocate public footpath within the site. Reposition Units 14 and 15 further to the east." and given the reference P/2017/1351; |
| | | |
| "Approved AHP" | | An Approved Affordable Housing Provider which is: <ul style="list-style-type: none"> i. the Public; ii. The Parish of St. Martin's Housing Association; iii. a parish; |

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| | | <p>iv. a housing trust which is approved by the Minister for Housing for the purposes of the provision of Affordable Housing; or</p> <p>v. the Company;</p> <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> |
| | | |
| "Approved Funder" | | <p>(a) Any financial institution which shall provide monies to the Approved AHP to enable it to proceed with the Development of that part of the Site which is to be used for Affordable Housing Units, which institution shall be regulated by the Jersey Financial Services Commission, the Guernsey Financial Services Commission, the Isle of Man Financial Supervision Commission or the Financial Services Authority of the United Kingdom, provided that if the proposed Approved Funder is not regulated by the Jersey Financial 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 Treasury Minister (with regard to both the identity of the funder and the size of the fund provided) shall be first obtained and such consent of the Treasury Minister shall be deemed not to be unreasonably withheld or delayed if –</p> <p>(i) the proposed Approved Funder is unable to prove to the satisfaction of the Chief Officer 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 Chief Officer any information or documentation or independent confirmation of its status which the Chief Officer may reasonably request;)</p> |
| | | |
| "Chief Officer" | | <p>the person appointed from time to time as the chief executive officer (or equivalent) of the administration of the States responsible for planning and building in accordance with Article 1 of the Law;</p> |

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| "Commencement" | | the date on which any operation forming part of the Development permitted by any one of the Planning Permits or any subsequent planning permission for the Development begins to be carried out; |
| | | |
| "the Company" | | the company prescribed under Article 2 to the Social Housing (Transfer) (Jersey) Law 2013; |
| | | |
| "Development" | | the development of the Site as set out in the Applications; |
| | | |
| "Dwelling Unit" | | a residential unit forming part of the Development to be constructed pursuant to the Planning Permits; |
| | | |
| "Eligible Person" | | shall mean persons who qualify for Affordable Housing in accordance with the constitution of the Parish of St. Martin's Housing Association; |
| | | |
| "Family Member" | | a member of the family of an Eligible Person and for the purposes of this Agreement shall mean the brother, sister, daughter, son, step-child, parent, grandparent or grandchild; |
| | | |
| "GST" | | goods and services tax under the Goods and Services Tax (Jersey) Law 2007; |
| | | |
| "Island Plan 2011" | | The States of Jersey Island Plan, 2011 (as amended from time to time); |
| | | |
| "Law" | | the Planning and Building (Jersey) Law 2002; |
| | | |
| "Minister for Infrastructure" | | the Minister for Infrastructure of the States of Jersey which expression includes any person or body to whom the functions of Infrastructure Minister and his successors may be transferred hereafter and any person to whom such functions are from time to time |

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| | | lawfully delegated; |
| | | |
| "Occupation, Occupy and Occupied" | | occupation for the purposes permitted by the Planning Permits 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; |
| | | |
| "the Owners" | | the First Owner and the Second Owner; |
| | | |
| "Pedestrian Footpath and Bus Shelter Works" | | the works to be carried out pursuant to the Pedestrian Footpath and Bus Shelter Specification, and as referred to on the Pedestrian Footpath Works Plan, comprising a new 1.5m wide footpath (as shown on approved drawing 4544/43) and a new public bus shelter together with any necessary ancillary or incidental works across the northern side of the Site adjoining La Grande Route de Faldouet at the Owner's expense and to the standards of the Minister for Infrastructure (acting reasonably); |
| | | |
| "Pedestrian Footpath Works Plan" | | the plan contained at the Sixth Schedule; |
| | | |
| "Pedestrian Footpath and Bus Shelter Works Specification" | | such specification for the Pedestrian Footpath Works and Bus Shelter Works as is agreed by the Owner with the Minister for Infrastructure (each acting reasonably); |
| | | |
| "Plan" | | the plan of the Site extracted from the Jersey Digital Map annexed to this Agreement as part of the First Schedule; |
| | | |
| "Planning Committee" | | the body exercising functions conferred under Article 9A of the Law; |
| | | |
| "Planning Permit" | | the planning permission for the Development with reference P/2017/1351, a copy of which is attached at the Second Schedule; |
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| "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); |
| | | |
| "Site" | | the property of the Owner currently known as field MN402, La Grande Route de Faldouet, St. Martin as shown for the purpose of identification only hatched on the Plan and as is more fully described in the First Schedule and upon which the the Parish of St Martin's Housing Association is to procure the carrying out of the Development; |
| | | |
| "Social Rental Terms " | | means terms that are approved by the Minister for Housing; |
| | | |
| "Treasury Minister" | | the Treasury Minister of the States of Jersey which expression includes any person or body to whom the functions of the Treasury Minister and his successors may be transferred hereafter and any person to whom such functions are from time to time lawfully delegated. |

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 Chief Officer or the Infrastructure Minister or the Treasury Minister or the Minister for Housing the successors to their respective 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 Owners under this Agreement create planning obligations pursuant to Article 25 of the Law and are enforceable by the Chief Officer against the Owners.

4 CONDITIONALITY

This Agreement is conditional and shall come into effect upon:

- (i) the grant of the Planning Permit; and
- (ii) Commencement of the Development by the implementation of any one of the Planning Permit

save for the provisions of Clause 13 (jurisdiction) which shall come into effect immediately upon completion of this Agreement.

5 THE OWNERS COVENANTS

The Owners jointly and severally covenant and agree with the Chief Officer as set out in the Third Schedule so that this Agreement shall be enforceable without limit of time against the Owners and any person claiming or deriving title through or under the Owners to the Site or any part or parts thereof.

6 CHIEF OFFICER'S COVENANTS

The Chief Officer covenants with the Owners as set out in the Fourth Schedule.

7. PUBLIC REGISTRY OF CONTRACTS

The Chief Officer shall as soon as practicable apply to the Royal Court for an order that this Agreement be registered in the Public Registry of Contracts.

8 MISCELLANEOUS

8.1 Where the agreement, approval, consent or expression of satisfaction is required by the Owners from the Chief Officer 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 Chief Officer by the Director - Development Control of Planning and notice or communication to the Chief Officer pursuant to the provisions of this Agreement shall be addressed to the Director - Development Control of Planning at Planning and Building Services

South Hill St Helier Jersey JE2 4US or as otherwise notified for the purpose by notice in writing.

- 8.2 Any notices on the Owners shall be deemed to have been properly served if sent by ordinary post to and addressed to such party at the address referred to above or as otherwise notified for the purpose by notice in writing.
- 8.3 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.
- 8.4 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 (other than by process under Article 10 of the Law) by any statutory procedure or expires prior to the Commencement of Development.
- 8.5 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 but without prejudice to liability for any subsisting breach arising prior to parting with such interest.
- 8.6 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.
- 8.7 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 Chief Officer and without prejudice to the generality of the foregoing it is agreed between the parties hereto that any benefit or power conferred on the Chief Officer by any of the obligations or covenants by the Owners in favour of the Chief Officer under this Agreement are in addition to any of the Chief Officer's statutory powers under the Law.
- 8.8 Nothing contained herein shall be construed as obviating the need for the Owners to obtain or acquire from any third party with respect to the Development or its use any consents permits authorisations rights interests in land or servitudes.
- 8.9 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 Chief Officer as a result of the Chief Officer agreeing to accept the covenants agreements and undertakings on the part of the Owners as contained herein.
- 8.10 The Owners shall not be entitled to any costs or compensation as a result of the making of this Agreement and the obligations contained herein.
- 8.11 All communications and notices served or made under this Agreement shall be in writing.

9 WAIVER

No waiver (whether expressed or implied) by the Chief Officer 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 Chief Officer from enforcing any of the relevant terms or conditions or from acting upon any subsequent breach or default.

10 CHANGE IN OWNERSHIP

The Owners agree with the Chief Officer to give the Chief Officer written notice (as soon as reasonably practical following such change) of any change in ownership of its interest in the Site occurring before all the obligations under this Agreement have been discharged.

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 (7) 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 GOODS AND SERVICES TAX

- 12.1 All consideration given in accordance with the terms of this Agreement shall be exclusive of any GST properly payable in respect thereof.
- 12.2 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.

13 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**

All the immovable property collectively known as

Field MN402 - Jane Slade Johnson, nee Austin has right as devisee to the Will of immovable estate of her mother Mazel Austin, nee Slade which Will was registered in the Public Registry of this Island by Act of the Royal Court dated 24th December 1984, who had right thereto, amongst other immovable property as only daughter and sole heir of the late Edward Slade, who had right by contract of purchase dated the 24th June 1933 from Charles William Binet.

The Western Hedge – Part of fields 404 and 403 to which Philip Walter Perchard has right by hereditary purchase (part of the second corpus fundi amongst other immovable property) by contract dated 2nd May 1986 from Katherine Mary Ara, née Le Seilleur

SECOND SCHEDULE

The Planning Permit

Planning Application Number P/2017/1351

Decision Notice

PLANNING AND BUILDING (JERSEY) LAW 2002

In accordance with Article 19(8) of the Planning and Building Law 2002, as representations were made in connection with this application, this decision shall not have effect during the period of 28 days immediately after the decision date.

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:

Demolish existing building. Construct 20 No. three bed dwellings with associated parking and landscaping. Create new vehicular access onto La Grande Route de Faldouet. 3D model available. AMENDED PLANS: Relocate public footpath within the site. Reposition Units 14 and 15 further to the east.

To be carried out at:

Field No. MN402, La Grande Route de Faldouet, St Martin

REASON FOR APPROVAL: Permission has been granted having taken into account the relevant policies of the approved Island Plan, together with other relevant policies and all other material considerations, including the submitted plans and other documents, as well as the consultations and representations received. The Planning Committee, which determined the application, also undertook a site visit.

In July 2014, as part of the Island Plan review, Field 402 was re-zoned by the for the development of Affordable Housing, for allocation by the St Martin's Housing Trust. In January 2016, a development brief for the site was adopted.

The approved scheme is for the construction of 20 new houses across the site - this reflects the estimated yield of 20 units set out within the development brief.

The new units will all comply with the department's published residential

standards, with regard to internal space standards, and outside amenity areas. An appropriate level of car parking provision has also been made.

The design, layout, and overall density of the scheme is considered to be appropriate taking into account the surrounding context of the site.

The application follows on from a previous application (P/2016/1412) which was refused by the Committee, in April 2017, on the grounds that it would have had an unacceptable impact on the amenities of existing residential properties to the immediate east of the application site.

Under this latest application, the development has been reduced in overall scale, and relocated away from the eastern boundary of the site. The site is also to be lowered by around 200mm across its eastern side.

With these amendments, the Committee is now satisfied that its concerns in this regard have been addressed.

Overall, the Committee, having carefully considered the scheme, is satisfied that this is a well-designed proposal which will not unreasonably harm neighbouring amenities, and which can be justified with reference to the 2011 Island Plan (revised 2014), in particular key policies SP 1 (Spatial Strategy), GD 1 (General Development Considerations), GD 3 (Density of Development), GD 7 (Design Quality), and H 5 (Affordable housing in rural centres).

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

- A. The development shall commence within three 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. Notwithstanding the conclusions reached within the Phase 1 Desktop Study, following the commencement of development during the demolition and construction phases, should any contamination not previously identified be found, the Department of the Environment shall be informed as soon as possible. No further development shall be carried out (unless otherwise agreed in writing with the Department) until the levels of potential contaminants in the ground have been investigated and any risks to human health or the wider environment assessed and mitigated, in accordance with the requirements of Supplementary

Planning Guidance Planning Advice Note 2 - Development of Potentially Contaminated Land as amended.

2. The measures outlined in the approved Species Protection Plan (ref. NE/ES/MN.402.05, 14th November 2017, Nurture Ecology) shall be implemented prior to the commencement of development, continued throughout the phases of development (where applicable) and thereafter retained and maintained as such. Any variations that may be required as a result of findings on site are to be agreed in writing by the Department of the Environment prior to works being undertaken.
3. No part of the development hereby approved shall be occupied until the means of access to both La Grande Route de Faldouet and La Longue Rue, as indicated on the approved Site Layout Plan, have been wholly constructed in accordance with the approved plans (and to the satisfaction of the relevant highway authority). Thereafter, they shall be retained and maintained as such.
4. Any trees or plants planted (or existing trees being retained) 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 Department of the Environment gives written consent to a variation of the scheme.
5. Notwithstanding the details indicated within the approved plans, prior to the commencement of the development on site, the final design and siting of the bus shelter must be agreed in writing by the Department of the Environment. Thereafter, the new bus shelter must be installed (at the applicant's expense) as agreed prior to the first occupation of any of the new dwellings.
6. Prior to the first occupation of the new development, the necessary ducting / infrastructure shall be put in place to enable future occupiers of all of the units to easily install charging points for electric vehicles in the future.
7. No part of the development hereby approved shall be occupied until the new windows at first floor level to the eastern elevation of Units 17 & 18, are fitted with obscure glass and restricted in its their opening mechanism to no more than 200mm. Once implemented, the obscure glazing and restricted opening mechanism shall be maintained as such thereafter for the lifetime of the development.

Reason(s):

1. To ensure the development does not have an adverse impact on public health or the wider environment, in accordance with Policies GD1 and GD6 of the adopted Island Plan 2011 (Revised 2014).
2. To ensure the protection of all protected species in accordance with Policies NE 1, NE 2 and NE 4 of the adopted Island Plan 2011 (Revised 2014).

3. In the interests of highway safety and pedestrian amenity, in accordance with Policy GD 1 of the adopted Island Plan 2011 (Revised 2014).
4. 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 adopted Island Plan 2011 (Revised 2014).
5. In the interests of highway safety and the amenities of pedestrians and bus users, in accordance with Policy GD 1 of the adopted Island Plan 2011 (Revised 2014).
6. In the interests of the amenities of future occupiers, under the provisions of Policy GD 1 of the adopted Island Plan 2011 (Revised 2014).
7. To safeguard the amenities and privacy of the occupants of the adjoining properties in accordance with Policy GD 1 of the adopted Island Plan 2011 (Revised 2014).

FOR YOUR INFORMATION

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

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

| | |
|--------------|---|
| 4544/03 | Location Plan |
| 4544/26 G | Site Layout |
| 4544/28 E | Site Sections |
| 4544/32 A | Detailed Section & Elevation |
| 4544/34 | Existing Photos |
| 4544/35 D | Site Elevations |
| 4544/36 C | House Types A & B Plans & Elevations |
| 4544/37 C | House Types C & D Plans & Elevations |
| 4544/38 B | House Type F & Attic Plans |
| 4544/39 A | House Type D1 & E Plans & Elevations |
| 4544/43 | North Footpath & Bus Shelter |
| 11/1917/01 A | Topographical Survey |
| 1577 004 P2 | Existing Tree Appraisal |
| 1577 101 P4 | Detailed Planting Plan NPS Plant Schedule |
| | Archaeological Desk Based Assessment |
| | Design Statement |
| | Ecological Survey |
| | Housing Statement |
| | Land Management and Maintenance Proposals |
| | Site Investigation Report |

Site Waste Management Plan
Species Protection Plan

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.

DRAFT

APPROVED

THIRD SCHEDULE

The Owner's Covenants with the Chief Officer

The Owners in regard to the Site covenant, agree and undertake:

COMMENCEMENT

- 1 Not to Commence the Development until the Owners have given to the Chief Officer not less than seven (7) days' notice in writing of the intention so to do.

AFFORDABLE HOUSING

- 2 Subject to the Fifth Schedule, each and every Dwelling Unit shall be an Affordable Housing Unit and shall not be used or Occupied other than for Affordable Housing.
- 3 The Affordable Housing Units may only be sold or transferred to Eligible Persons meeting the required qualifications as set out in this agreement.
- 4 Subject to paragraphs 6(a) and 6(b) of this third Schedule and the Fifth Schedule, the Affordable Housing Units may only be used or Occupied by Eligible Persons and their Family Members in pursuance of arrangements made between the occupier of each such unit of accommodation and the Parish of St Martin's Housing Association.
- 5 Subject to paragraphs 6(a) and 6(b) of this third Schedule and the Fifth Schedule none of the Affordable Housing Units shall be occupied otherwise than as the relevant occupier's sole permanent residence.
- 6 Affordable Housing Units may only be sold or transferred to Eligible Persons on an individual unit basis in the following circumstances:
 - a. the Eligible Persons meeting the required qualifications as set out in this agreement,
 - b. the relevant Affordable Housing Unit shall not be Occupied otherwise than as the relevant occupier's sole permanent residence.

PEDESTRIAN FOOTPATH AND BUS SHELTER

- 7 Not to Commence the Development before the Pedestrian Footpath and Bus Shelter Works Specification has been submitted to the Chief Officer for his approval, not to be unreasonably withheld or delayed (in consultation with the Minister for Infrastructure).
- 8 Not to Commence that part of the Development comprising the Pedestrian Footpath and Bus Shelter Works until the Owner has given to the Minister for Infrastructure twenty-eight (28) days' notice of its intention so to do.
- 9 That the Owner will at its own expense undertake or cause to be undertaken the Pedestrian Footpath and Bus Shelter Works or carry out or cause to be carried out the Pedestrian Footpath and Bus Shelter Works the whole in

accordance with the approved Pedestrian Footpath and Bus Shelter Works Specification.

- 10 That on completion of the Pedestrian Footpath and Bus Shelter Works the Owner shall provide to or procure via its architect for the Chief Officer as built plans (in such media format as the Chief Officer requires, acting reasonably) and other information reasonably required by the Chief Officer plus a further copy for the Minister for Infrastructure (for land survey and tying into the island co-ordinate system).
- 11 Not to Occupy or cause or permit to be Occupied the Development until such time as the Pedestrian Footpath and Bus Shelter Works have been completed to the reasonable satisfaction of the Chief Officer (in consultation with the Minister for Infrastructure).
- 12 That on completion of the Pedestrian Footpath and Bus Shelter Works to notify the Minister for Infrastructure that the Owner considers that the Pedestrian Footpath and Bus Shelter Works are ready and complete for transfer.
- 13 Within 28 days of notification of completion of the Pedestrian Footpath and Bus Shelter Works the Owner shall cede and transfer and the Public shall take a conveyance of the relevant property free of all charges and encumbrances by contract to be passed before the Royal Court, the Owner paying the proper and reasonable costs of and incidental to the said transfer (including all and any reasonable legal and professional costs).

FOURTH SCHEDULE

Chief Officer's Covenants

The Chief Officer covenants with the Owners to use reasonable endeavours to issue the Planning Permits as soon as practically possible after this Agreement is recorded as registered in the Royal Court as evidence by an Act of the said Court.

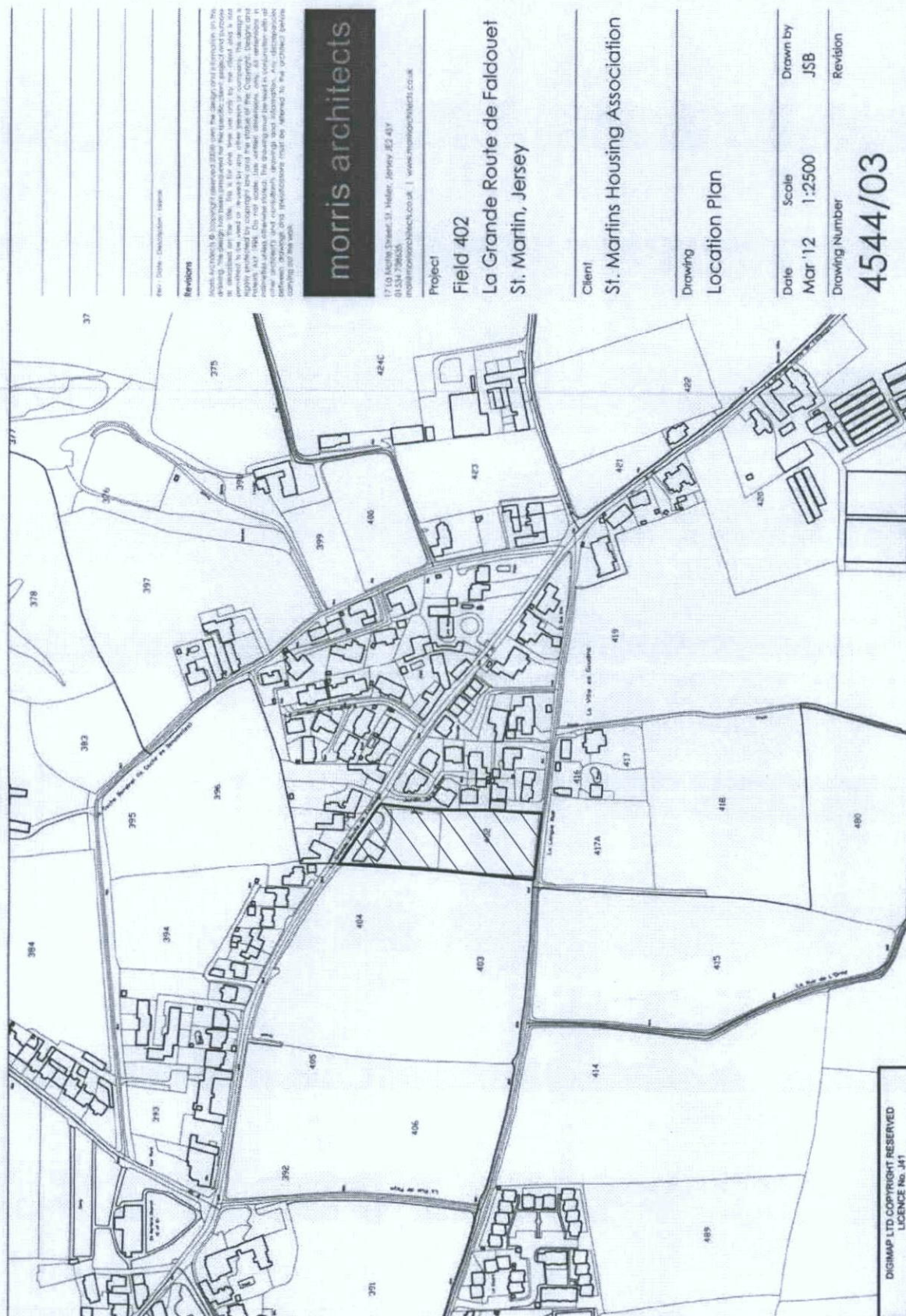
FIFTH SCHEDULE

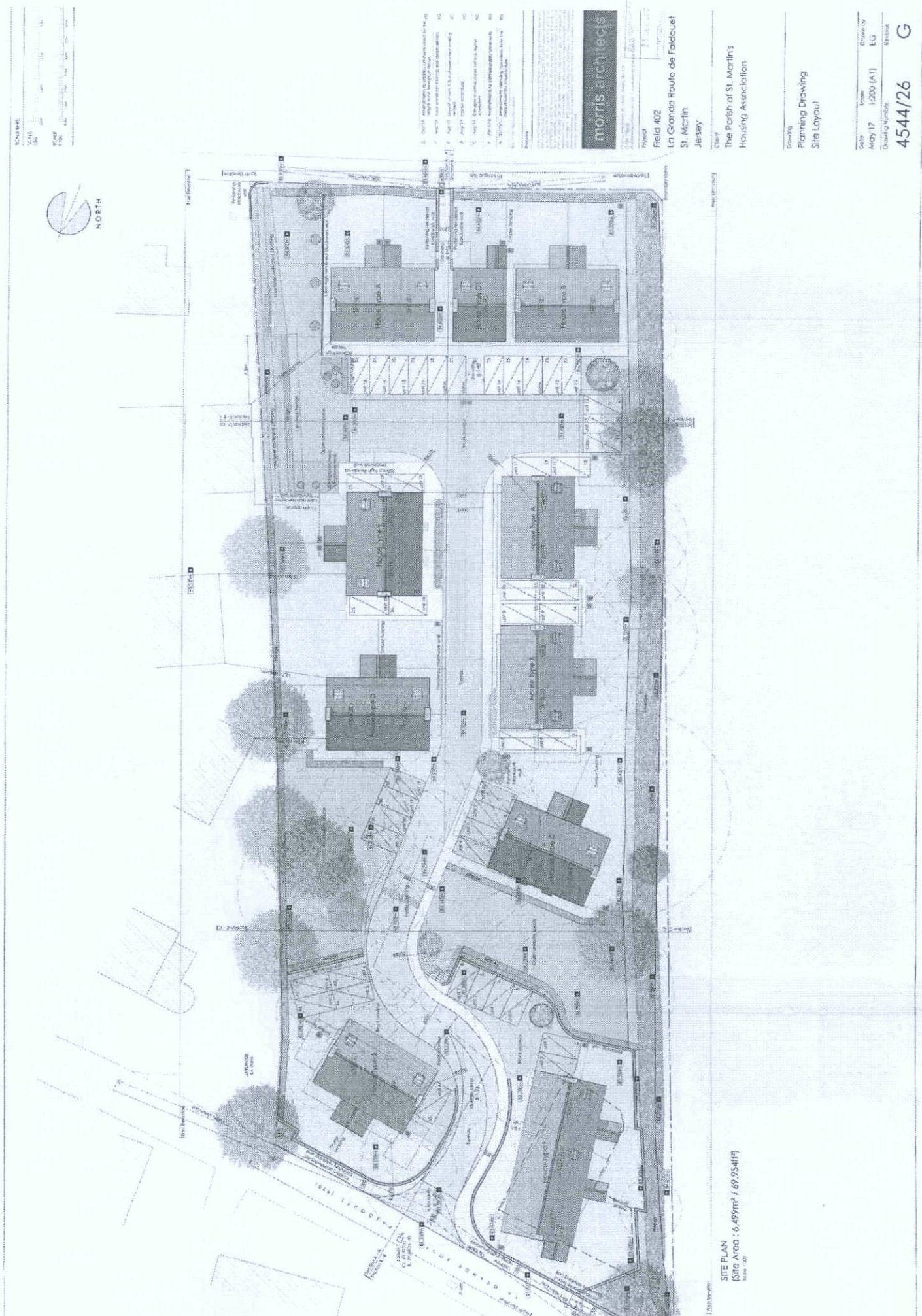
Cessation of Obligations

1. Where 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 to the Approved AHP to enable it to proceed with the acquisition and/or development of the Affordable Housing Units and the Approved AHP is in default then the Approved Funder may do the following:
 - 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, offer 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 2 below.
 - b. In the event that the Approved AHP becomes bankrupt as defined by Article 8 of the Interpretation (Jersey) Law 1954 offer 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, 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.
2. If the Public exercises the option pursuant to paragraph 1(a) 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.
3. If the Public exercises the option pursuant to paragraph 1(b), 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.
4. Where the Public, having been offered an option in accordance with either of paragraphs 1(a) or 1(b) of this Schedule, does not accept the option within the period specified for its acceptance, the provisions of Schedule 3 concerning the Affordable Housing Units shall cease to apply to the Relevant Land and the Chief Officer shall as soon as practicable following the said provisions ceasing to have effect as aforesaid issue to the Approved Funder and or the owner of the Relevant Land a formal written acknowledgement of the same.

SIXTH SCHEDULE
Pedestrian Footpath Works Plan







204 - Code - Description - Name

Revisions

South American copyright law and 2004, over the delay, new information on the design had been produced by the specific plant project or its contractor. The fact that the law was not applied by the courts is not surprising, as it has been applied to other cases of the Copyright Commission and the Copyright Tribunal, including the case of the Copyright Commission v. Enxente del 1988. Do not underestimate the design project's association with other stakeholders and consultants' drawings and information. Any discrepancy between the design and the construction of the building must be resolved by the architect and the engineer, and the discrepancy must be resolved by the architect before moving on the work.

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Project

Field 402

La Grande Route de Faldouet
St. Martin
Jersey

Client

The Parish of St. Martin's
Housing Association

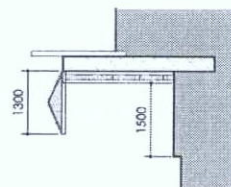
Drawing

Planning Drawing North Footpath & E

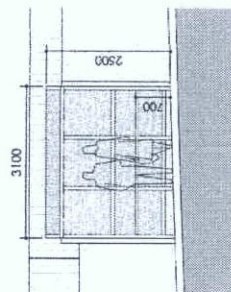
| Date | Scale | Drawn by |
|---------|---------------|----------|
| Nov '17 | 1:200 & 1:100 | A3EG |

| Drawing Number | Revision |
|----------------|----------|
|----------------|----------|

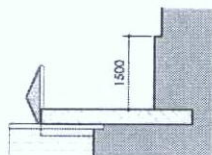
4544/43



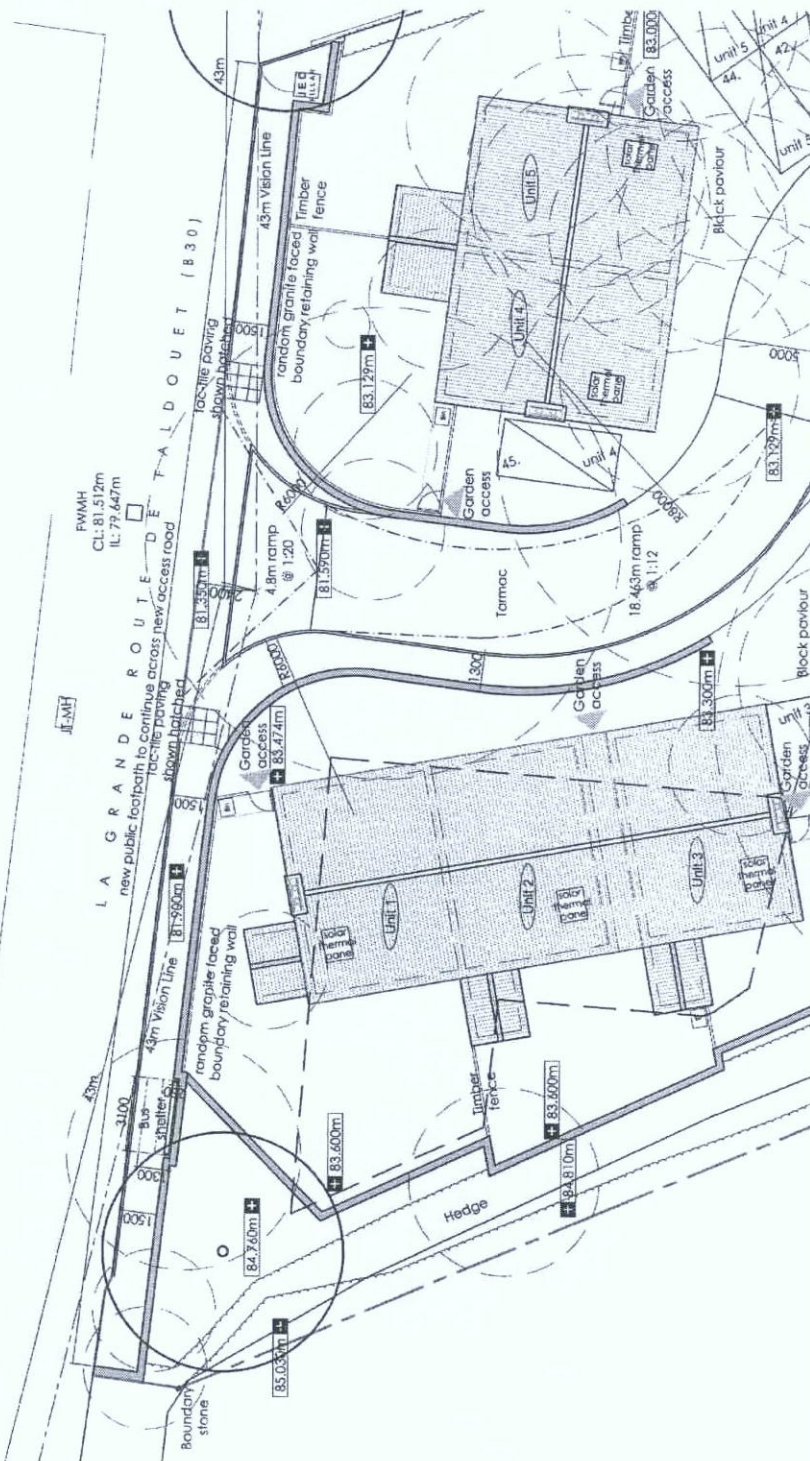
Section



Front Elevation



Side Elevation



Signed on behalf of the Chief Officer

by

PETER LE GREGORY

in the presence of

LAWRENCE DAVIES

this 16th day of April 2018

Signed by Jayn Slade Johnson, nee Austin

in the presence of

this 27th day of March 2018

Signed by Philip Walter Perchard

in the presence of

this 27th day of March 2018