

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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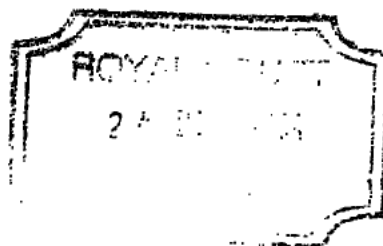


**In the Royal Court of Jersey
(Samedi Division)**

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

ARTICLE 8A of the ISLAND PLANNING (JERSEY) LAW 1964

BETWEEN

MR G. L. HODGE AND MRS J. M. HODGE,

AND

THE ENVIRONMENT AND PUBLIC SERVICES COMMITTEE

of the

STATES OF JERSEY

RE

FIELDS 89, 89A, 90, 92A AND 93 ST CLEMENT

“HODGE NURSERIES PHASE II DEVELOPMENT”

Law Officers' Department

Morier House

St Helier

Jersey

JE1 1DD

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1. Parties

1.1 Mr Graeme Leslie Hodge and Mrs Jacqueline Marie Hodge (née Croydon) of Carlyon House, Route de la Baie, St Brelade, Jersey, JE3 8EF (hereinafter called "the Owners" which expression where the context so admits shall include their heirs or assigns).

1.2 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. Whereas:

2.1 Fields 89, 89A, 90, 92A and 93 St Clement ("the Land") (as shown on drawing no. P/2003/2225/1 which is at **Schedule 1** to this Agreement), are owned, some by Graeme Leslie Hodge, some by Jaqueline Marie Croydon, his wife, as shown in the said **Schedule 1** hereto, and to which fields Mr Hodge and/or Mrs Hodge and/or Mr and Mrs Hodge have right in perpetuity (*à fin d'héritage*) by contracts passed before the Royal Court.

2.2 The Owners have interests in the Land within the meaning of paragraph (1) of Article 8A of the Island Planning (Jersey) Law, 1964 ("the Law").

2.3 An application has been made to the Committee for permission to develop the Land (Application reference no. P/2003/2225), by the construction of 73 dwellings thereon for the purposes of social rental accommodation, ("the Development").

2.4 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 could properly be granted conditional on the Owners having first entered into this agreement.

3. Interpretation

3. In this agreement:

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

"first time buyer" shall mean

(1) any person who –

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

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

and

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

(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 therefore 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 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

“Social Rental Housing”

“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

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the Owners and their respective heirs, assigns and successors in title and any persons claiming under or through them **SAVE AND EXCLUDING** the purchasers of 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 5.2.2 hereof.

4.2 The Obligation assumed by the Owners 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.

4.5 Should the Owners cease to have an interest in the Land, the Owners shall no longer be bound by the Obligations in this Agreement.

5. The Obligations

5.1.1 Subject to the provisions of clause 5.1.2, in pursuance of Policy H1 "Provision of Homes" of the Island Plan 2002 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 shall be sold to a social housing landlord reasonably approved for that purpose by the States of Jersey 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.

5.1.2 Provided always that the obligation to sell 55% of the dwelling units in the Development to first time buyers shall be discharged upon the commencement of the construction of seventy-six dwelling units on Fields 203, part 204 and 252 at La Rue du Jambart, St. Clement ("the Jambart Development") for onward sale to first time buyers pursuant to the terms of a certain planning obligation executed this day by the Committee with the Owners and the Developer of the Jambart Development namely Alpine Estates (Jersey) Limited, and registered in the Public Registry, whereupon 100% of the dwelling units shall be sold to a social housing landlord as aforesaid.

5.2. All subsequent transfers of social rental houses shall be to social rental landlords reasonably approved as such by the Housing Committee and all

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subsequent transfers, if relevant, of first time buyer houses shall be to first time buyers reasonably approved as such by the Housing Committee.

5.3.1 Subject to the agreement of all third parties all legal rights of way and or legal rights of access to the Land through the property known as Avalon Park, La Grande Route de la Côte and through Field 91, in the Parish of St Clement, are to be extinguished at the instigation of the Owners and at the Owners' cost prior to the completion of any development of the Land.

5.3.2 Prior to the completion of the Development the Owners will use their best endeavours to obtain the agreement of all third parties in accordance with 5.3.1 above.

5.3.3 If, despite their best endeavours, the Owners are unable to obtain the agreement of all third parties prior to the completion of the development this obligation will lapse.

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 owner and any person who derives title to the Land from the owner pursuant to paragraph (7) of Article 8A of the Law.

Signed by Graeme Leslie Hodge . . . [redacted]
in the presence of [redacted]

Signed by Jacqueline Marie Hodge (née Croydon) . [redacted]
in the presence of [redacted]

Signed on behalf of the Environment and Public Services Committee
by [redacted]

Greffier of the States [redacted]
in the presence of [redacted]



this 23rd day of December , 2004

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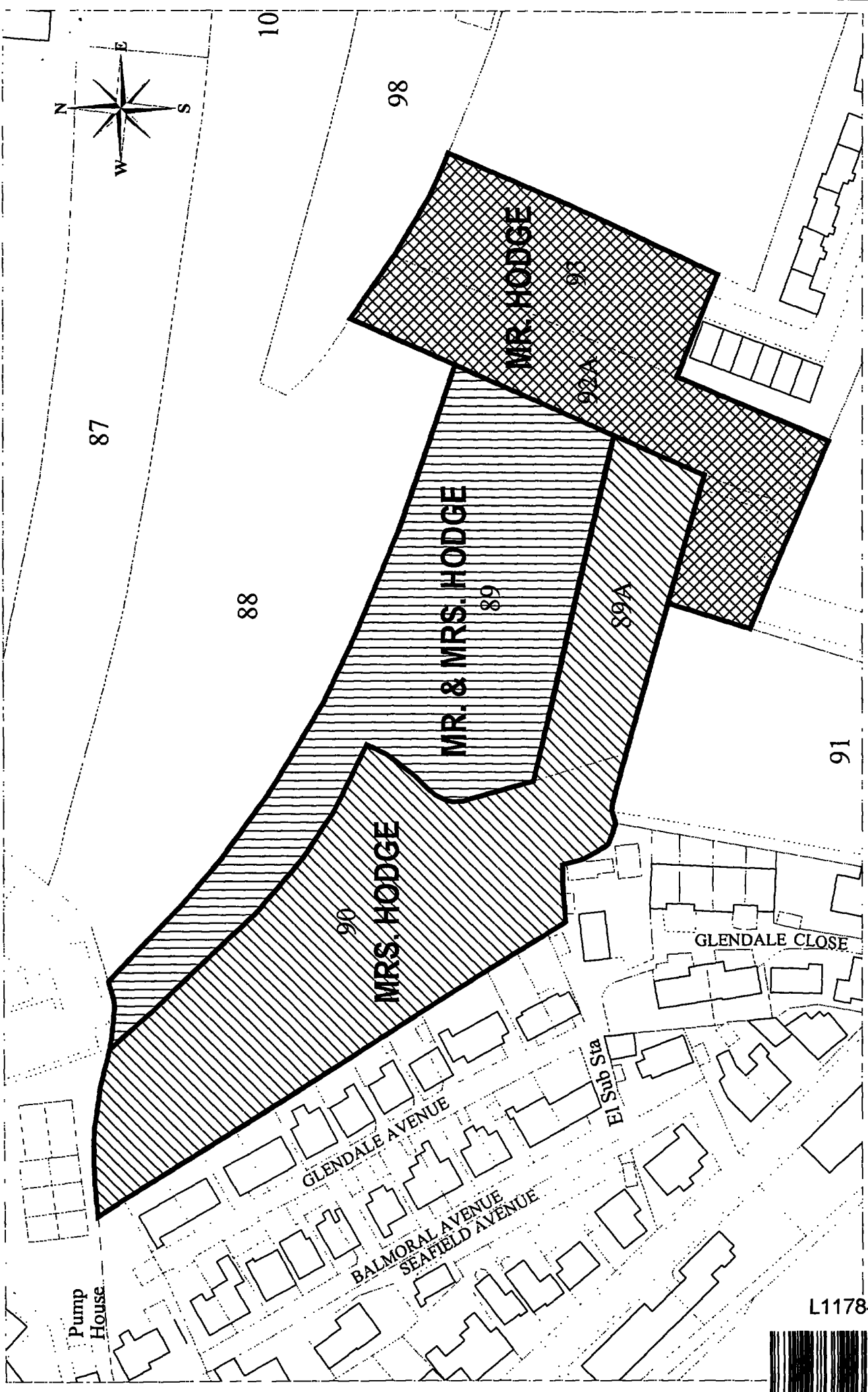


Schedule 1

(clause 2.1)

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Land Ownership Plan
Hodge Nurseries Phase II



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