

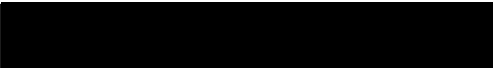
In the Royal Court of Jersey

Samedi Division

In the year two thousand and twenty-one, the twenty-ninth day of October.

Before the Judicial Greffier.

Upon the application of Her Majesty's Attorney General, IT IS ORDERED that the Planning Obligation Agreement between The Minister for the Environment, St John's 525 Limited and John Anthony Bouteloup & Hilary Webber Bouteloup, née Clarke in relation to Field No. 525, St John, 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 525', St John, Jersey

Dated:

21 OCTOBER

2021

The Minister for the Environment (1)

St John's 525 Limited (2)

Hilary Webber Bouteloup and John Anthony Bouteloup (3)

DATE

2021

PARTIES

- (1) **The Minister for the Environment** of PO Box 228, St Helier, Jersey JE4 9SS ("the Minister");
- (2) **St John's 525 Limited** a company registered in Jersey with number 134801 , the registered office of which is Commercial House, 2nd Floor, Commercial St, St Helier JE2 3RU ("the Owner"); and
- (3) **Hilary Webber Bouteloup and John Anthony Bouteloup** of Loup des Mers, Le Mont du Grouet, St Brelade, Jersey JE3 8HL (together "the Lender")

RECITALS

- 1 The Owner warrants that it is the owner in perpetuity (*à fin d'héritage*) of the Site as described in the First Schedule.
- 2 The Application for planning permission for the Development has been submitted for and on behalf of the Owner.
- 3 In accordance with Article 12(1)(b) of the Law the Minister was satisfied that if the proposed Development were to be carried out, it would be a departure from the Island Plan and so on 17 October 2019, the Minister directed that a Public Inquiry should be held in order for the determination of the Application by the Minister.
- 4 The Application was heard by an inspector ("the Inspector") on 8 and 9 October 2020 by way of a Public Inquiry.
- 5 Having regard to the purposes of the Law, the Island Plan 2011 and all other material considerations the Inspector in his report to the Minister dated 25 November 2020 ("the Inspector's Report") recommended that the Minister grant planning permission with respect to the Application, subject to the prior completion of a planning obligation agreement to secure the matters referred to at 12.23 of the Inspector's Report.
- 6 Having considered the Inspector's Report, the Minister made Ministerial Decision MD-PE-2021-0006 agreeing with the Inspector's recommendation that planning permission be granted with respect to the Application subject to: (i) the conditions listed in the Inspector's Report (including one to secure design refinements at the eastern end of the Development to enhance the setting of the listed Melbourne House to the east); (ii) a Tree Preservation Order to protect the row of trees to the south of the Site; and (iii) the prior completion of this Agreement to secure the obligations contained herein.
- 7 The planning permission for the Site is envisaged to include the provision of sixteen (16) three-bedroom affordable housing dwellings for sale through the Affordable Housing Gateway, and otherwise on the terms of this Agreement.

- 8 The parties hereto have agreed to enter into this Agreement in order to secure the planning obligations contained herein.
- 9 The parties hereto acknowledge that this Agreement is legally binding.
- 10 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:

"Affordable Housing"		residential accommodation for purchase by persons who would otherwise have financial difficulties 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 homes are allocated to Eligible Persons;
"Affordable Housing Unit"		each of the Dwelling Units to be constructed on the Site as part of the Development to be sold to Eligible Persons who are First Time Buyers (or in the case of the first sale by the Owner, St John First Time Buyers), each such sale being carried out in accordance with an Assisted Ownership Scheme;
"Agreement"		this agreement including the recitals and schedules hereto;
"Application"		the application for planning permission in respect of the Site and described as, "change of use of part of Field J525 to residential use in connection with development to construct 16 No. three bed dwellings with associated parking and landscaping. Change of use of part of Field J525 to create

		playing field, vegetable garden, wildlife pond and various ancillary structures in connection with St. John's School. Block existing and create new vehicular access onto La Rue de la Mare Ballam. Alter existing footpath between La Rue des Buttes and La Rue de La Mare Ballam" and given the reference P/2019/1183
"Approved Chargee"		means a financial institution 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 providing monies as principal lender to an Eligible Person as part of a purchase of a Dwelling Unit under an Assisted Ownership Scheme (or a subsequent refinance of such purchase with an Approved Chargee);
"Assisted Ownership Scheme"		a sales mechanism approved by the Minister for Housing in writing such scheme to include sale details to restrict in perpetuity the ownership of the Affordable Housing Units to Eligible Persons who are First Time Buyers (or St John First Time Buyers in the case of the first sale of the Dwelling Units by the Owner);
"Ballam/Buttes Pathway"		the construction of a pedestrian/cycle path between La Rue de la Mare Ballam and La Rue des Buttes in accordance with the Planning Permit, and all variations thereto, and as shown on Drawing 2948/911/P5 forming the Fourth Schedule
"Chief Officer"		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
"Commencement"		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

"the Company"		the company prescribed under Article 2 to the Social Housing (Transfer) (Jersey) Law 2013;
"Cycle and Walking Contribution "		a one-off lump-sum payment of Thirty One Thousand Six Hundred Pounds (£31,600) Sterling;
"Development"		the development of the Site as set out in the Application
"Dwelling Unit"		a residential unit forming part of the Development to be constructed pursuant to the Planning Permit;
"Eligible Person"		shall mean persons who are: (i) 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 (ii) certified by the Minister for Housing at all times acting reasonably consistently with the discharge of their housing function as being eligible to purchase an Affordable Housing Unit;
"First Time Buyer(s)"		<p>any person who:</p> <p>either:</p> <p>(1)</p> <p>(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 style="padding-left: 40px;">(a) any immovable property</p> <p style="padding-left: 40px;">(b) either in their 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>

		(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 a Dwelling Unit, notwithstanding the fact that they do not fall within (1) above, any refusal by the Minister for Housing to approve a person as being in need of assistance to acquire such property being subject to review by the Minister, who shall have power to overrule the decision of the Minister for Housing;
"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;
"Index-Linked"		where any sum or contribution is expressed to be "Index-Linked" then that sum or contribution shall be adjusted in accordance with the provisions of clause 11 prior to payment;
"Infrastructure Minister"		the Minister for Infrastructure of the States of Jersey which expression includes any person or body to whom the functions of Infrastructure Minister and their successors may be transferred hereafter and any person to whom such functions are from time to time lawfully delegated;
"Interest"		interest at three per cent (3%) above the base lending rate of the 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;

"Minister for Housing"		the Minister for Housing and Communities, 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, decoration or occupation for marketing or display or occupation in relation to security operations;
"Plan"		the plan of the Site extracted from the Jersey Digital Map annexed to this Agreement as part of the First Schedule;
"Planning Permit"		the planning permission for the Development with reference: P/2019/1183, a copy of which is attached at the Second Schedule;
"Playing Field"		that part of the Site which is to be ceded to the Parish of St John and upon which the Playing Field Works are to be carried out, the whole as shown hatched on the plan forming the Fourth Schedule
"Playing Field Works"		that part of the Development comprising the laying out of the Playing Field as a playing field in accordance with the Planning Permit;
"Royal Court"		the Royal Court of the Island of Jersey;
"Site"		the property of the Owner currently known as 'Field 525', St John, Jersey 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 Owner is to procure the carrying out of the Development;
"Speed Sign Contribution"		a one-off lump-sum payment of Five Hundred Pounds (£500) Sterling;

"St John First Time Buyer"		a First Time Buyer who has Strong Parish Connections and is also an Eligible Person
"Strong Parish Connections"		<p>means a person's connection with the Parish of St John and for this purpose a person shall be deemed to have Strong Parish Connections if:</p> <ul style="list-style-type: none"> a) they were born in the Parish of St John; or b) they were resident for at least 10 (ten) out of the first 16 (sixteen) years of their life in the Parish of St John; or c) they have been ordinarily resident within in the Parish of St John for at least 3 (three) years of the immediately preceding 10 (ten) years; or d) they are currently employed (which shall include work for a charity or other non profit-making organisation) in the Parish of St John and have been so employed for at least 3 (three) years of the immediately preceding 10 (ten) years; or e) they have provided honorary service to the Parish of St John and have provided honorary service within the Parish of St John for at least 3 (three) years of the immediately preceding 10 (ten) years; or f) they have 1 (one) or more children at a school within the Parish of St John and who has attended such school for at least 12 (twelve) months; or g) have 1 (one) or more parents or grandparents living in the Parish of St John, who have resided continuously in the parish for at least 5 (five) years (with respect to parents or at least 10 (ten) years (with respect to grandparents; or h) they otherwise have a strong connection to the Parish of St John as determined by the Constable of the Parish of St John (acting reasonably and independently) having regard to the principles of the criteria at (a) to (g) above.
"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.
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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 one gender include all 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 or 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 Owner under this Agreement create planning obligations pursuant to Article 25 of the Law and are enforceable by Minister or the Chief Officer against the Owner.

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 the Planning Permit

save for the provisions of Clauses 15 (jurisdiction) and the Third Schedule Paragraph 1 which shall come into effect immediately upon completion of this Agreement.

5 THE OWNER'S COVENANTS

The Owner covenants and agrees with the Minister as set out in the Third Schedule so that this Agreement shall be enforceable without limit of time against the Owner and any person claiming or deriving title through or under the Owner to the Site or any part or parts thereof.

6 MINISTER'S COVENANTS

The Minister covenants with the Owner as set out in the Fifth Schedule.

7. 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.

8 MISCELLANEOUS

- 8.1 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 - Development Control of Planning and notice or communication to the Minister 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 to the Owner 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 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 Minister or 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 Minister or Chief Officer by any of the obligations or covenants by the Owner in favour of the Minister or Chief Officer under this Agreement are in addition to any of the Minister or Chief Officer's statutory powers under the Law.

- 8.8 Nothing contained herein shall be construed as obviating the need for the Owner 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 Minister as a result of the Minister agreeing to accept the covenants agreements and undertakings on the part of the Owner as contained herein.
- 8.10 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.
- 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 Owner agrees with the Minister to give the Minister 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 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 on which this Agreement is registered in the Public Registry of Contracts 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 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.

14 GOODS AND SERVICES TAX

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

14.2 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.

15 JURISDICTION

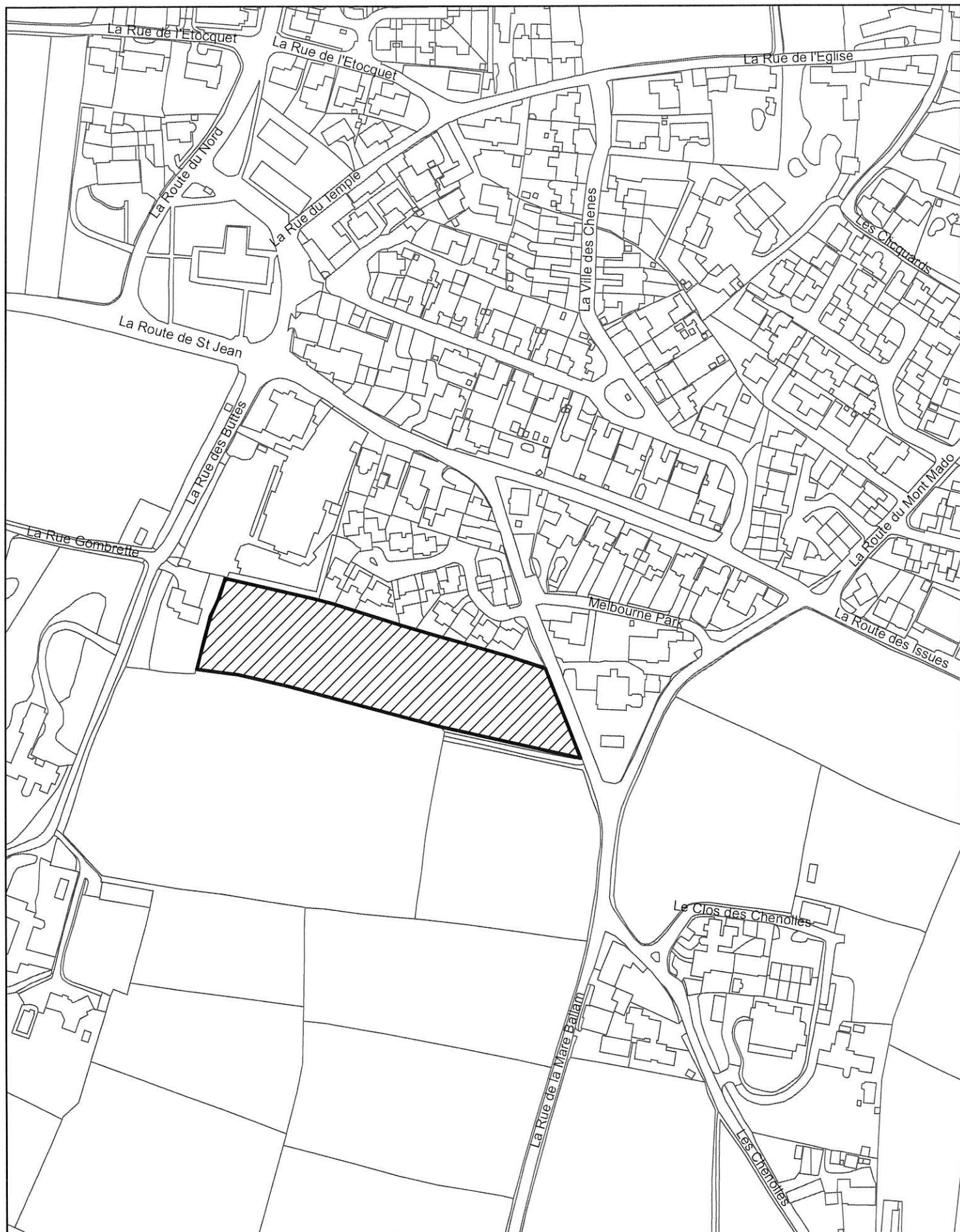
This Agreement is governed by and interpreted in accordance with the law of the Island of Jersey.

16 LENDER'S CONSENT

The Lender acknowledges and declares that this Agreement has been entered in to by the Owner with its consent and that the Site shall be bound by the obligations contained in this Agreement and that the security of the Lender over the Site shall take effect subject to this Agreement PROVIDED THAT the Lender shall otherwise have no liability under this Agreement unless it takes possession of the Site in which case it too will be bound by the obligations as a person deriving title from the Owner.

FIRST SCHEDULE**Details of the Owner's Title and description of the Site**

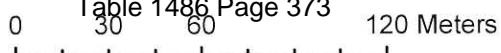
All that immovable property collectively known as 'Field 525', to which the Owner has right pursuant to a contract passed before the Royal Court of Jersey on 22 October 2021 with Irene Janet Egglshaw (née Priaux), Margaret Ann Hillion (née Priaux) and Lilian May Hillion (Née Priaux), as the same is shown for the purpose of identification only hatched on the Plan.



mourant

Field 525, St John

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SECOND SCHEDULE

The Planning Permit

P/2019/1183

Decision Notice



PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2019/1183

In accordance with Article 19(8) of the Planning and Building (Jersey) 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:

Change of use of part of Field J525 to residential use in connection with development to construct 16 No. three bed dwellings with associated parking and landscaping. Change of use of part of Field J525 to create playing field, vegetable garden, wildlife pond and various ancillary structures in connection with St. John's School. Block existing and create new vehicular access onto La Rue de la Mare Ballam. Alter existing footpath between La Rue des Buttes and La Rue de La Mare Ballam. 3D model available. AMENDED PLANS REC'D

To be carried out at:

Field No. J525, La Rue des Buttes, St. John, J525.

REASON FOR APPROVAL:

A Public Inquiry was held into this application with arguments made in writing and at the hearing, in favour and against.

The Planning Inspector considered, on balance, that permission should be granted. He cited both benefits and disbenefits of the proposal and concluded that the public interest planning gains (provision of a school playing field and 16 affordable homes on the edge of St John's village) were sufficient to overcome the concerns, including the normal presumption against development in the Green Zone.

The Minister agrees with the Inspector's recommendation and hereby instructs that planning permission be granted, subject to the conditions listed in the Inspector's report (including one to secure design refinements at the eastern end of the development to enhance the setting of the Listed Melbourne House to the east); a Planning Obligation Agreement and a TPO to protect the row of

APPROVED

Decision Notice



PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2019/1183

trees to the south of Field J525.

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. No part of the development hereby approved shall be occupied until plans have been submitted and approved for the disposal of **surface water** and/or Sustainable Urban Drainage Solutions. Following written approval, the approved drainage works shall be retained and maintained as such.
2. Prior to the development being brought into first use, **visibility splays** shall be laid out and constructed in accordance with the approved plans. The visibility splays shall then be maintained thereafter and no visual obstruction of any kind over the height of 600mm shall be erected within them.
3. No part of the development hereby approved shall be occupied until the vehicular manoeuvring area and respective **car parking spaces** have been laid out, surfaced and drained as indicated on the approved plans. The car parking spaces shall thereafter be retained solely for the use of occupants of the development and shall not be sub-let for any other purpose.
4. No part of the development hereby approved shall be occupied until the drainage works, including the connection to the **foul sewer**, is completed to the satisfaction of the Drainage Department and shall thereafter be retained as such.
5. Prior to commencement of the development hereby approved, a schedule of **landscape maintenance** for a minimum period of 5 YEARS shall be submitted to and approved in writing by the Department. The schedule shall include details of the arrangements for its implementation and ongoing maintenance. The maintenance shall be continued in accordance with the approved schedule unless otherwise agreed in writing by the Department.

Decision Notice



PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2019/1183

6. Prior to commencement of the development hereby approved, a **scheme of landscaping** shall be submitted to and approved in writing by the Department of the Environment. The scheme of landscaping shall provide details of the following;
- i) all existing trees, hedgerows and other plants, walls, fences and other features which it is proposed to retain on the site;
 - ii) 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;
 - iii) other landscape treatments to be carried out including any excavation works, surfacing treatments, or means of enclosure;
 - iv) the measures to be taken to protect existing trees and shrubs;
 - v) the presence of any invasive plant species on site, and if present, a detailed method statement for the removal and long-term management/ eradication of the species; and,
 - vi) A landscape management plan for the maintenance of the landscaped areas.

Once agreed, the approved scheme shall be implemented in full and thereafter retained and maintained as such.

7. Prior to commencement of the development hereby approved, a **management plan** detailing the method for the protection all existing **trees** on site for the duration of the development works shall be submitted to and approved in writing by the Department. The plan shall include details of:
- i) all protective fencing to be erected around each tree(s) and shall include details of the height of the fencing and distance from the tree trunk(s) or the crown spread.
 - ii) the appropriate handling of spoil/waste/storage of other materials generated during development works on site, to ensure the protection of all existing tree(s).
 - iii) any excavations, including any trench for services or drains that may be in close proximity to existing trees.

Once agreed, the management plan shall be implemented in full and maintained during development works unless otherwise agreed in writing with the Department.

8. Prior to the commencement of development an updated **Waste Management Plan** shall be submitted and agreed to in writing by the Department. Once agreed, the Plan shall be implemented in full and maintained during development works unless otherwise agreed in writing with the Department.

9. The findings and required mitigation measures outlined in the approved **Species Protection and Ecological Enhancement Plan** for Field 525 - 17/03/2020 shall be implemented prior to the commencement of development, continued throughout the phases of development (where applicable) and

Decision Notice



PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2019/1183

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 prior to works being undertaken.

10. Prior to their first use on site, details of all **materials**, including **fences and boundary treatments**, shall be submitted to and approved in writing by the Department. No part of the development hereby approved shall be occupied until the details are implemented in full and thereafter retained and maintained as such.

11. No part of the development hereby approved shall be occupied until the **electric car charging facilities** have been wholly constructed for all hereby approved dwellings. The facilities shall thereafter be retained solely for the use of occupants of the development and maintained as such.

12. Prior to first occupation, drawings to a scale of no less than 1:20 shall be submitted to and approved in writing by the Department, for the hereby approved **roadside wall**. No part of the development hereby approved shall be occupied until the details of the roadside wall are implemented in full and thereafter retained and maintained as such.

13. Prior to the occupation of any part of the development hereby approved, A **Percentage for Art Statement** shall be submitted and approved in writing by the Department. Following written agreement the Percentage for Art contribution shall be delivered on site, in accordance with the approved details.

14. Prior to the commencement of development details shall be submitted to demonstrate that the development hereby approved will exceed Building Byelaw requirements in terms of **energy efficient homes**. Following written agreement these details shall be implemented in full and thereafter retained as such unless otherwise agreed to in writing by the Department.

15. Prior to commencement of the development hereby approved, a **Demolition/Construction Environmental Management Plan** shall be submitted to and approved by the Department of the Environment. The Demolition/Construction Environmental Management Plan shall be thereafter implemented in full until the completion of the development and any variations agreed in writing by the Department prior to such work commencing. The Plan shall secure an implementation programme of mitigation measures to minimise the adverse effects of the proposal on the environment, and shall include but not be limited to:

- A. A demonstration of compliance with best practice in controlling, monitoring, recording and reporting on any emissions to the environment (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. Details of any proposed crushing/ sorting of waste material on site;

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PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2019/1183

D. Specified hours of working;

16. For the avoidance of doubt, none of the dwellings hereby approved shall be occupied until the **playing field has been completed** and made available for the use of St Johns School.

Reason(s):

1. To ensure that that the completed development is provided with satisfactory infrastructure and to have regard for highway safety, in accordance with Policy GD1 of the Adopted Island Plan 2011 (Revised 2014).
2. In the interests of highway safety, in accordance with Policy GD1 of the Adopted Island Plan 2011 (Revised 2014).
3. To ensure that the development provides adequate provision for off-street parking and manoeuvring for users of the site, in the interests of highway safety and the general amenities of the area, in accordance with Policy GD1 of the Adopted Island Plan 2011 (Revised 2014).
4. To ensure that the property has adequate foul drainage and in order to prevent any pollution of groundwater in accordance with Policy LWM2 of the Adopted Island Plan 2011 (Revised 2014).
5. This condition is necessary to ensure the protection of wildlife and supporting habitat and secure opportunities for the enhancement of the nature conservation value of the site in accordance with the requirements of Policies GD1, NE1, NE2 and NE4 of the Adopted Island Plan 2011 (Revised 2014).
6. To safeguard the character and appearance of the area in accordance with Policies GD1, NE1, NE2 and NE4 of the Adopted Island Plan 2011 (Revised 2014).
7. To prevent trees on site from being damaged during building works in accordance with Policies GD1, SP4, NE4 and NE7 of the Adopted Island Plan 2011 (Revised 2014).
8. To protect the amenities of the occupiers of neighbouring properties and the visual amenities of the surrounding area, in accordance with Policies GD1 and WM1 of the Adopted Island Plan 2011 (Revised 2014).
9. To ensure the protection of all protected species in accordance with Policies NE1, NE2 and NE4 of the Adopted Island Plan 2011 (Revised 2014).
10. To promote good design and to safeguard the character and appearance of the surrounding area, in accordance with Policies GD1, GD7 and NE7 of the Adopted Island Plan 2011 (Revised 2014).

Decision Notice



PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2019/1183

11. In the interests of promoting sustainable patterns of development, in accordance with Policies TT9 and SP6 of the Adopted Island Plan 2011 (Revised 2014).
12. To promote good design and to safeguard the character and appearance of the surrounding area, in accordance with Policies GD1, GD7 and NE7 of the Adopted Island Plan 2011 (Revised 2014).
13. To ensure that an appropriate art contribution is provided on site, in accordance with policy GD8 of the Adopted Island Plan 2011 (Revised 2014).
14. In accordance with Policy NR8 of the Adopted Island Plan 2011 (Revised 2014).
15. To ensure the development does not have an adverse impact on public health or the wider environment, in accordance with Policies GD1, GD6 and WM1 of the Adopted Island Plan 2011 (Revised 2014).
16. To ensure that the playing field is delivered, in accordance with policy SC01 of the Adopted Island Plan 2011 (Revised 2014).

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:

- 1-Location Plan
- 2-Proposed Site Plan 101 P12
- 3-Proposed South Elevation 103 P2
- 4-Proposed North Elevation 102 P3
- 5-Proposed Roadside Elevation 104 P2
- 6-House Type 1 - Plans, Elevations and Section 110 Rev P2
- 7-House Type 1A - Plans, Elevations and Section 111 Rev P2
- 8-House Type 2 - Plans, Elevations and Section 112 Rev P2
- 9-House Type 3 - Plans, Elevations and Section 113 Rev P2
- 10-House Type 4 - Plans, Elevations and Section 114 Rev P2
- 11-House Type 5 - Plans, Elevations and Section 115 Rev P2
- 12-House Type 6 - Plans, Elevations and Section 116 Rev P3
- 13-House Type 7 - Plans, Elevations and Section 117 Rev P2
- 14-House 1 & 5 - Context 120 P3
- 15-Houses 2, 3, 4 - Context 121 P3
- 16-Houses 5,6,7,8,9 - Context 122 P3
- 17-Visibility Splays 910 P5
- 18-Proposed Landscape Plan 900 P2
- 19-Parking and Bin Store 140 P2
- 20-Proposed Hedge & Tree Planting 900 P1

Decision Notice



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21-Tree Root Protection Plan 920 P1
22-Houses 10, 11, 12, 13, 14 and Context 123 Rev P2
23-Houses 15, 16 and Context 124 Rev P2
24-Typical House Type Section Type 1, 1A, 2 125 Rev P2
25-Typical House Type Section Type 3, 4, 5 126 Rev P2
26-Typical House Type Section Type 6 and 7 127 Rev P2
27-Materials Sheet 1 130 Rev P1
28-Materials - Sheet 1 131 Rev P1
29-Path Review 911 Rev P5
30-Species Protection and Ecological Enhancement Plan for Field 525 -
17/03/2020
31-Waste Management Plan

DECISION DATE: 21/01/2021

The development may also require building permission, for which a separate application will need to be made. You can find out if building permission is required on our website www.gov.je/planningbuilding

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 you need to 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. You can find out how to do this on our website www.gov.je/planning

APPROVED

THIRD SCHEDULE

The Owner's Covenants with the Minister

The Owner in regard to the Site covenants, agrees and undertakes:

COMMENCEMENT

- 1 Not to Commence the Development until the Owner has given to the Minister seven (7) days' notice in writing of its intention so to do.

AFFORDABLE HOUSING

- 2 That upon first disposal of the Dwelling Units and where there is sufficient demand, the Dwelling Units may be transferred by the Owner to St John First Time Buyers who have Strong Parish Connections.
- 3 If there is insufficient demand from St John First Time Buyers who have Strong Parish Connections the Dwelling Units shall be transferred to Eligible Persons, without the requirement for them to be St John First Time Buyers who have Strong Parish Connections.
- 4 Subject to the Sixth Schedule, each and every Dwelling Unit shall be an Affordable Housing Unit and shall not be used other than as Affordable Housing and shall not be sold other than as Affordable Housing to Eligible Persons, the whole in perpetuity.
- 5 Subject to the Sixth Schedule, none of the Dwelling Units shall be occupied otherwise than as the relevant occupier's sole permanent residence and shall not be used as a second home or holiday home.
- 6 No Dwelling Unit sold or purchased in accordance with this Schedule shall be transferred, used or Occupied other than in accordance with an Assisted Ownership Scheme.
- 7 For avoidance of any doubt any subsequent transfer of a Dwelling Unit after the initial disposal by the Owner must be to Eligible Persons who are either (i) St John First Time Buyers; or (ii) First Time Buyers.

PLAYING FIELD

- 8 Prior to completion of the Development, the Owner shall cede title to the Playing Field to the Parish of St John provided always that if the Parish of St John shall refuse or delay in taking the cession of the Playing Field to it by the date of completion of the Development, this obligation shall lapse and be of no further effect.
- 9 The Owner shall use reasonable endeavours to procure the completion of the Playing Field Works, provided that once title to the Playing Field is ceded in accordance with Paragraph 7 above, such obligation shall (without prejudice to the generality of this Agreement) pass to the Owner's successor in title to the Playing Field.

BALLAM/BUTTES PATHWAY

- 10 The Owner shall use reasonable endeavours to procure the completion of the Ballam/Buttes Pathway but shall not be obliged to undertake any work or action on land which is outside of its control, but will use reasonable endeavours to procure that the third parties that own such land which is to be subject to the Ballam/Buttes Pathway shall deliver their element of it in a timely manner.

SPEED SIGN CONTRIBUTION

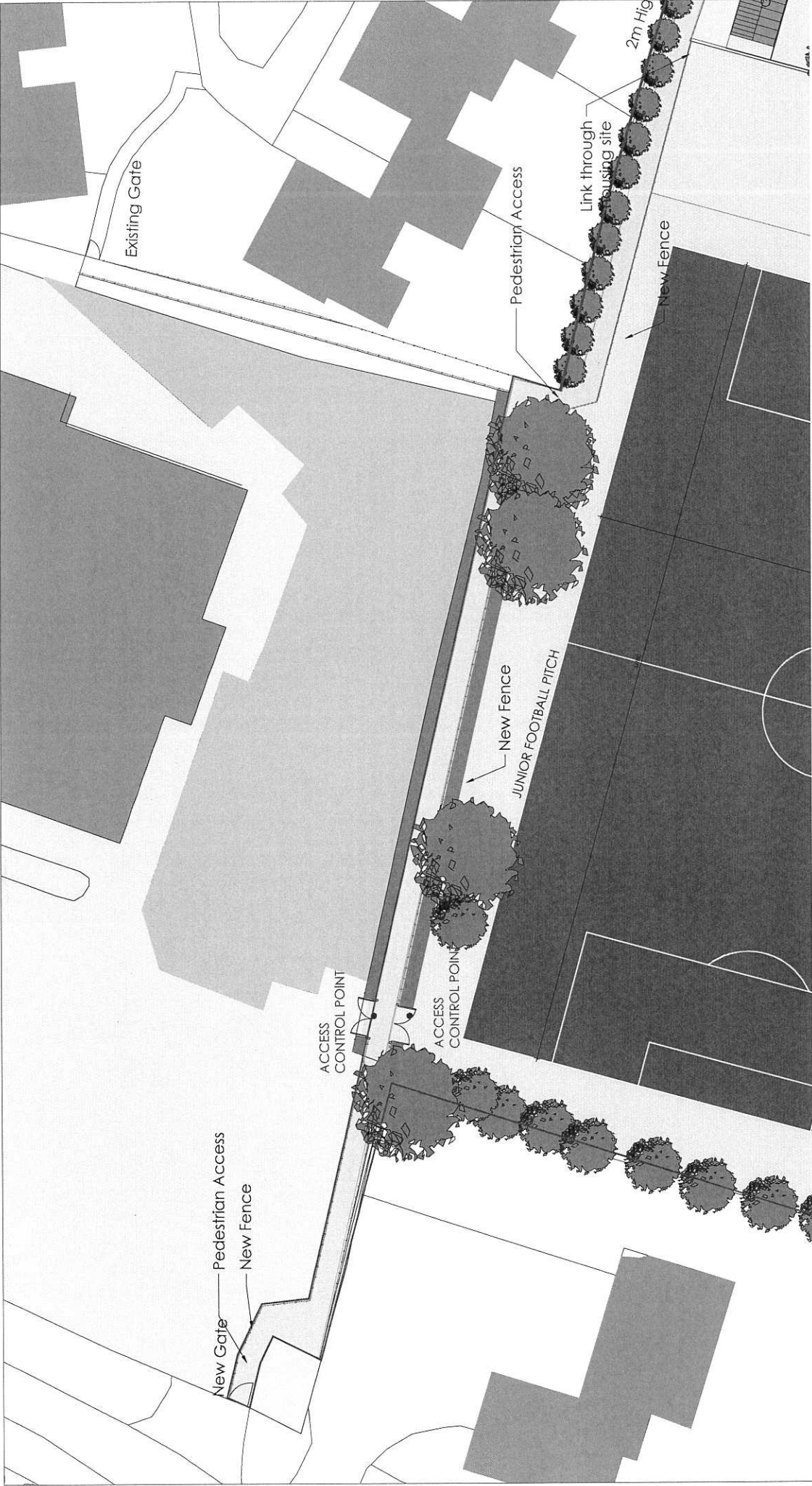
- 11 To pay the Speed Sign Contribution to the Treasurer of the States prior to first Occupation of any Dwelling Unit, such sum to be applied towards the relocation of the 30mph sign/zone to the south of the Site and any associated signage and road markings as envisaged by the Planning Permit.
- 12 Not to Occupy any Dwelling Unit until the Speed Sign Contribution shall have been paid to the Treasurer of the States, such sum to be applied towards the relocation of the 30mph sign/zone to the south of the Site and any associated signage and road markings as envisaged by the Planning Permit.

CYCLE AND WALKING CONTRIBUTION

- 13 To pay the Cycle and Walking Contribution to the Treasurer of the States prior to first Occupation of any Dwelling Unit, such sum to be applied towards the improvement of the cycle and walking network local to the Site .
- 14 Not to Occupy any Dwelling Unit until the Cycle and Walking Contribution shall have been paid to the Treasurer of the States, such sum to be applied towards the improvement of the cycle and walking network local to the Site.

FOURTH SCHEDULE
Ballam/Buttes Pathway and Playing Field Plans





Client: G. R. Langlois		Project: Proposed Housing Development Field Number JS25 La Rue De Le Mer Ballam, St. John		Scale @ A3: 1:250 Date: JULY 2019		Project Issue TB		Co-ordinator: PLANNING	
Drawing Title: Path Review				Job No: 2948		Drawing No: 911		Revision: P5	

●

ACCESS CONTROL POINTS CONTROLLED BY THE SCHOOL

SITE

0m2m4m6m8m10m

FIFTH SCHEDULE
Minister's Covenants

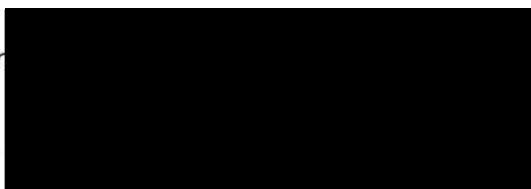
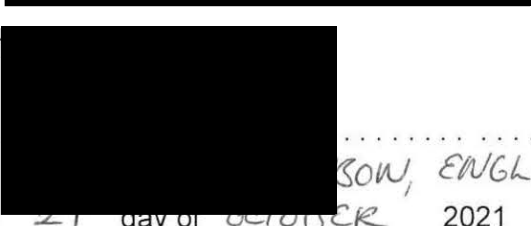

Repayment of contributions

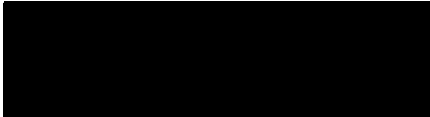

- 1 The Minister hereby covenants with the Owner to use or procure the use of all sums received by the Treasurer of the States under the terms of this Agreement for the purposes specified in this Agreement for which they are to be paid or for such other planning purposes arising from the Development as the Minister shall in their discretion consider to be reasonably appropriate in the circumstances.
- 2 The Minister covenants with the Owner that they 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 five (5) years of the date of receipt by the Treasurer of the States of such payment.
- 3.

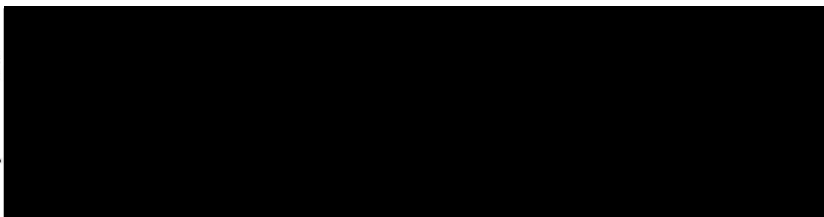

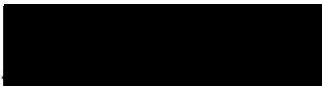
SIXTH SCHEDULE

Cessation of Obligations

Where an individual owner of a Dwelling Unit under an Assisted Ownership Scheme becomes bankrupt as defined by Article 8 of the Interpretation (Jersey) Law 1954 the restrictions affecting that Dwelling Unit ("the Relevant Unit") shall not apply to any purchaser from the Viscount or an Approved Chargee of the Relevant Unit pursuant to a sale under a bankruptcy process arising from the bankruptcy of the individual owner of the Relevant Unit provided that the Relevant Unit is sold/transferred by the Viscount or Approved Chargee to a First Time Buyer and that all subsequent sales or transfers are to First Time Buyers.

Signed 
by 
in the presence of 
this 21 day of OCTOBER 2021
SON, ENGLISH SOLICITOR

Signed on behalf of the Owner 
by M LE BOUTILLIER DIRECTOR
in the presence of 
this 19 day of OCTOBER 2021
Georgina Cook
Advocate
Mourant Ozannes (Jersey) LLP
22 Grenville Street
St Helier, Jersey
JE4 8PX

Signed 
by 
in the presence of 
this 20th day of October 2021
Wendy Lambert, JERSEY SOLICITOR