

In the Royal Court of Jersey

Samedi Division

In the year two thousand and sixteen, the twenty-eighth 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 and Les Vaux Housing Trust in relation to the development of Troy Court & Valley Court, Les Grands Vaux, 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**

relating to the development of Troy Court & Valley Court Les Grands
Vaux JE2 7NG

Dated

27th April

2016

The Chief Officer for the Environment (1)

Les Vaux Housing Trust (2)

DATE

27th April

2016

PARTIES

- (1) The Chief Officer for the Environment of States Offices, South Hill, St Helier, Jersey JE2 4US (**"the Chief Officer"**);
- (2) Les Vaux Housing Trust, 16 Dumaresq Street, St Helier, Jersey, JE2 3RL (**"the Owner"**)

RECITALS

- 1 The Owner warrants that it is the owner in perpetuity (*à fin d'héritage*) of the Site.
- 2 The Owner submitted an application (accorded the reference PP/2015/0372) for planning permission for the Development.
- 3 Pursuant to Article 9(5)(b) of the Law the Chief Officer referred the application for the Development to the Planning Applications Committee for determination by that Committee.
- 4 Having regard to the purposes of the Law the Island Plan 2011 and all other material considerations the Planning Applications Committee at its meeting on 11th June 2015 resolved to approve the grant of planning permission for the Development subject to the prior completion of this Agreement.
- 5 The parties hereto have agreed to enter into this Agreement in order to secure the planning obligations contained herein.
- 6 The parties acknowledge that this Agreement is legally binding.
- 7 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, referred to as	Category A

	housing at paragraph 6.13 on page 222 of the Island Plan 2011 (Revised 2014) it being understood that notwithstanding the eligibility criteria set out in the revised edition of the Island Plan 2011 the new Affordable Housing Units at the Development are only to be used, occupied, sold or transferred to Eligible Persons as herein defined.;
"Affordable Housing Gateway"	a single point of access maintained by the Minister for Housing for Affordable Housing in Jersey and by which Approved AHPs may allocate their homes to Eligible Persons;
"Affordable Housing Unit"	any one of the Dwelling Units to be constructed on the Site as part of the Development pursuant to the Planning Permit to be supplied by an Approved AHP to Eligible Persons entitled to occupy Category A housing
"Agreement"	this agreement including the recitals and schedules hereto;
"Application"	the application for planning permission submitted to the Chief Officer for the Development and allocated reference number PP/2015/0372;
"Approved AHP"	An Approved Affordable Housing Provider which is:

	<ul style="list-style-type: none"> i. the Public; ii. a parish; iii. Les Vaux Housing Trust; iv. a housing trust which is approved by the Minister for Housing for the purposes of the provision of Affordable Housing; or v. the Company; <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, 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) (which consent shall not be unreasonably withheld or</p>

	<p>delayed) provide monies to the approved AHP to enable it to proceed with the Development of that part of the Site which is used for the Affordable Housing Units; the consent of the Treasury Minister shall be deemed not to be unreasonably withheld if –</p> <p>(i) the proposed Approved Funder is unable to prove to the satisfaction of the 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>
"Assisted Ownership Scheme"	a sales mechanism or scheme proposed by the Approved AHP and approved by the Minister for Housing in writing such scheme to include sale details of the mechanism to restrict the ownership of the Affordable Housing Unit to Eligible Persons
"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, and

	"Commence" and "Commenced" shall be construed accordingly;
"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 Planning Permit;
"Eligible Person"	shall mean persons who are : (a) on the Affordable Housing Gateway register retained or referred to by the Minister for Housing from time to time in the discharge of that Minister's housing function; or (b) otherwise certified by the Minister for Housing at all times acting consistently with the discharge of his housing function as being eligible to reside in the Social Rental Affordable Housing Units; or (c) those persons who qualify for Affordable Housing in accordance with the constitution of the Owner;
"GST"	goods and services tax under the Goods and Services Tax (Jersey) Law 2007;
"Island Plan 2011"	The States of Jersey Island Plan, 2011;
"Law"	the Planning and Building (Jersey) Law 2002;

"Minister for Housing"	for	the Minister for Housing, including his or her successor and any person or body to whom the functions of the Minister for Housing may be transferred hereafter or lawfully delegated from time to time;
"Occupation, Occupy Occupied"	and	occupation for the purposes permitted by the Planning Permit but not including occupation by personnel engaged in construction, fitting out or decoration or occupation for marketing or display or occupation in relation to security operations;
"Plan"		the plan of the Site numbered 1: Location Plan and dated 07.08.2015 attached at the First Schedule to this Agreement;
"Planning Permit"		the outline planning permission for the Development granted by the Chief Officer pursuant to the Application, a copy of which is attached at the Second Schedule which said permission is granted subject to the subsequent approval of the Reserved Matters;
"Reserved Matters"		Approvals as required under Condition C of the Planning Permit of the details of the external appearance of the new buildings (including the materials proposed) and

	landscaping of the site
"Reserved Matters Approvals"	the approval of the Reserved Matters by the Chief Officer following the granting of the Planning Permission
"Royal Court"	the Royal Court of the Island of Jersey;
"Site"	Troy Court & Valley Court Les Grands Vaux JE2 7NG, as shown edged by a thick black line on the Plan;

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 the successors to his statutory functions.

- 2.7 This Agreement shall be construed so as to give effect to the purpose of the Law.

3 LEGAL BASIS

- 3.1 This Agreement is made pursuant to Article 25 of the Law.
- 3.2 The covenants, restrictions and requirements imposed upon the Owner under this Agreement create planning obligations pursuant to Article 25 of the Law and are enforceable by the Chief Officer against the Owner.

4 CONDITIONALITY

This Agreement is conditional upon

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

save for the provisions of Clauses 9, 10, 12 and Schedule 3 paragraph 1 which shall come into effect immediately upon the date on which this Agreement has been recorded as registered in the Royal Court as evidenced by an Act of the said Court.

5 OWNER COVENANTS

The Owner covenants and agrees with the Chief Officer 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 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.

7 MISCELLANEOUS

- 7.1 Where the agreement, approval, consent or expression of satisfaction is required by the Owner 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.
- 7.2 Any notices on 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.
- 7.3 Insofar as any clause or clauses of this Agreement are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Agreement.
- 7.4 This Agreement shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permit shall be quashed, cancelled, revoked or otherwise withdrawn or (without the consent of the Owner) it is modified (other than by process under Article 10 of the Law) by any statutory procedure or expires prior to the Commencement of Development.
- 7.5 No person shall be liable for any breach of any of the planning obligations or other provisions of this Agreement after it shall have parted with its entire interest in the Site but without prejudice to liability for any subsisting breach arising prior to parting with such interest.
- 7.6 Nothing in this Agreement shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Planning Permit) granted (whether or not on appeal) after the date of this Agreement.
- 7.7 Except in so far as legally or equitably permitted this Agreement shall not prejudice or fetter or affect any statutory power discretion or duty of the 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 Owner in favour of the Chief Officer under this Agreement are in addition to any of the Chief Officer's statutory powers under the Law.
- 7.8 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.

- 7.9 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 Owner as contained herein.
- 7.10 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.
- 7.11 All communications and notices served or made under this Agreement shall be in writing.

8 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.

9 CHANGE IN OWNERSHIP

The Owner agrees 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.

10 DISPUTE RESOLUTION

In the event that any dispute shall arise in respect of any provision of this Agreement the parties shall in the first instance use their best endeavours to resolve matters between them by reference to the Minister for Planning and Environment or the Minister for Housing and in the event of continuing disagreement thereafter it shall be referred to the Chief Minister and if not resolved within fourteen working days of the reference to the Chief Minister it shall be referred 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.

11 GOODS AND SERVICES TAX

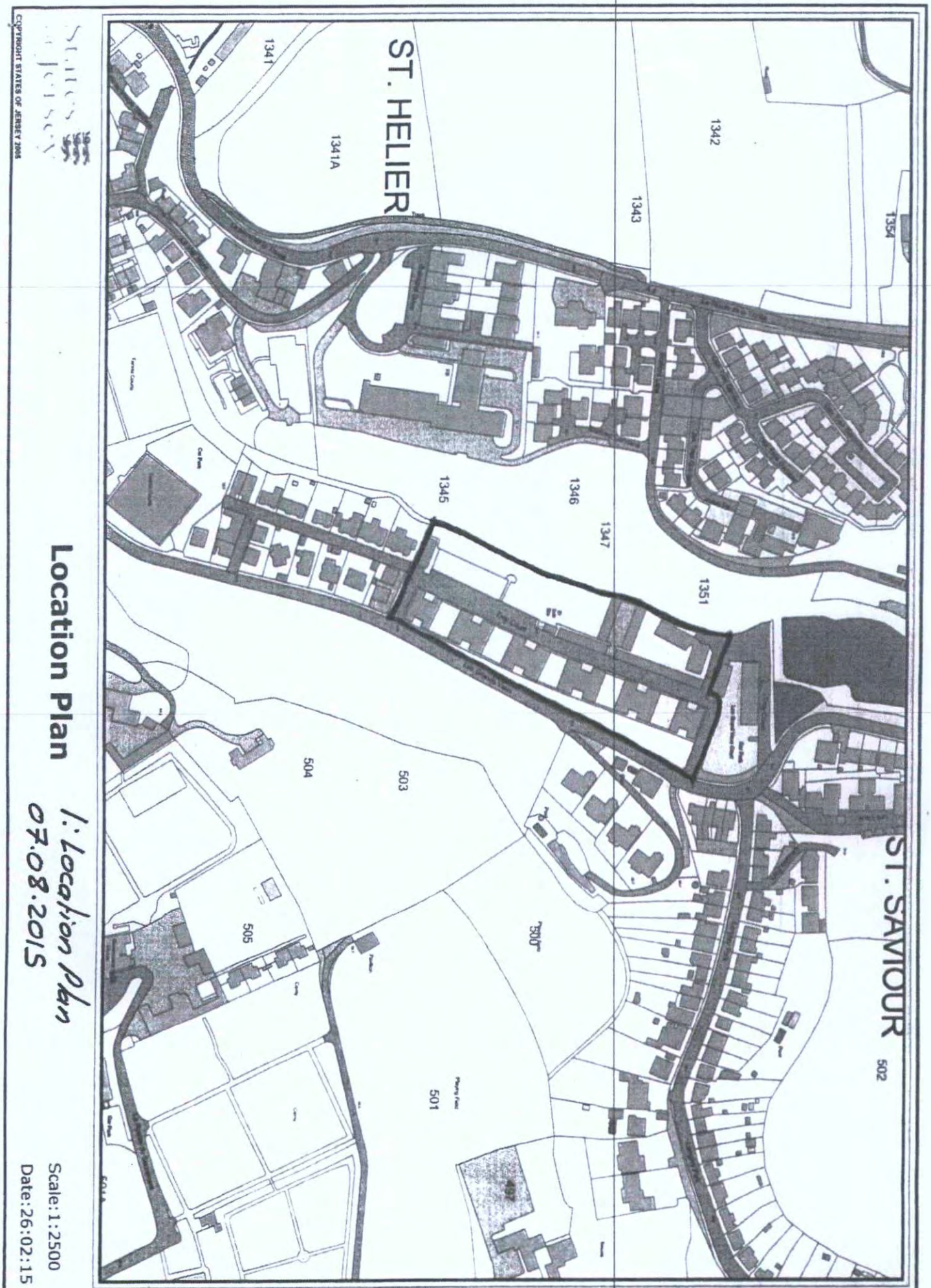
- 11.1 All *cause* given in accordance with the terms of this Agreement shall be exclusive of any GST properly payable in respect thereof.

11.2 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.

12 JURISDICTION

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

FIRST SCHEDULE
The Plan



SECOND SCHEDULE
The Planning Permit

Department of the Environment
Planning and Building Services
South Hill
St Helier, Jersey, JE2 4US
Tel: +44 (0)1534 445508
Fax: +44 (0)1534 445528



Planning Application Number PP/2015/0372

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 outline permission under Article 19 of the Planning and Building (Jersey) Law 2002;

In respect of the following development:

Demolish all existing buildings. Construct 59 No. one bed, 46 No. two bed and 18 No. three bed social-rental units with associated parking, landscaping, refuse and bike stores. Re-locate JEC substation. Model Available. EIS Submitted.

To be carried out at:

Troy Court & Valley Court, Les Grands Vaux, St. Saviour/St. Helier, JE2 7NG.

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

- A. The development shall commence within five years of the decision date or within 2 years of the approval of the final reserved matters, whichever is the later.
Reason: The development to which this permission relates will need to be reconsidered in light of any material change in circumstance.
- B. Application for the approval of Reserved Matters, as detailed in Condition C, shall be made before the expiration of three years from the date of this decision.

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PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number PP/2015/0372

Reason: To accord with Article 19(6) of the Planning and Building (Jersey) Law 2002.

- C. Approvals of the details of the external appearance of the new buildings (including the materials proposed) and landscaping of the site – hereinafter called the Reserved Matters – shall be obtained by application prior to any development commencing.

Reason: To accord with Article 19(6) of the Planning and Building (Jersey) Law 2011.

Conditions and Reasons:

Condition 1

Prior to the commencement of development a full **travel plan** shall be submitted to and approved in writing by the Department of the Environment. The approved travel plan shall be implemented in full and thereafter maintained unless otherwise agreed to in writing by the Department.

Reason 1

In the interests of promoting sustainable patterns of development, in accordance with Policies TT9 and SP6 of the Adopted Island Plan 2011 (Revised 2014).

Condition 2

Prior to first use a scheme for the allocation of parking permits shall be submitted to and approved in writing by the Department of the Environment. The approved scheme shall thereafter be implemented in full prior to first occupation, and retained in perpetuity thereafter. For the avoidance of doubt, there shall be no car parking by commuters or non-residents other than persons visiting residents. **Car parking shall not to be sub-let** or reassigned to non-residents of the development.

Reason 2

For the avoidance of doubt and to ensure adequate car parking in accordance with Policy GD1 of the Adopted Island Plan 2011 (Revised 2014).

Condition 3 - COM008

The development hereby permitted shall not be commenced until there has been submitted to and approved in writing by the Department of the Environment a **Demolition / Construction Environmental Management Plan (D/CEMP)**. The Plan shall include an implementation programme of mitigation measures to minimise any adverse effects of the proposal, and shall include:

- i) A demonstration of best practice in relation to noise and vibration control; and control of dust and emissions;

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PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number PP/2015/0372

- ii) Details of a publicised complaints procedure, including office hours and out-of-hours contact numbers;
- iii) Specified hours of working (to include that work resulting in noise being heard outside the application boundary occurs only between 8am and 6pm Monday to Friday, and 8am to 1pm on Saturdays, with no noisy working outside these times, or on Bank or Public Holidays).
- iv) Details of any proposed crushing / sorting of waste material on site;
- v) Details of the proposed management of traffic and pedestrians (to include for vehicle wheel washing)
- vi) Measures taken to detect and manage any asbestos.

The approved details shall thereafter be implemented in full prior to first occupation, and retained and maintained in perpetuity thereafter.

Reason 3

To ensure the development does not have an adverse impact on public health or the wider environment, in accordance with Policies GD1 and WM1 of the Adopted Island Plan 2011 (Revised 2014).

Condition 4 - COMC004

Waste management shall be implemented in full accordance with the approved **Waste Management Plan**. Any variations shall be agreed to in writing by the Department of the Environment prior to the commencement of such work.

Reason 4

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).

Condition 5

Notwithstanding the Transport and Technical Services Waste Management consult response and the Agent's response letter dated 21st May 2015, prior to demolition a **recycling strategy** shall be submitted to and approved in writing by the Department of the Environment. Once agreed, the approved strategy shall be implemented in full and thereafter maintained as such.

Reason 5

In the interests of securing waste minimisation, and to accord with Policy GD1 and WM1 of the Adopted Island Plan 2011 (Revised 2014).

Condition 6

The development hereby permitted shall not be commenced until there has been submitted to and approved in writing by the Minister for Planning and Environment, a scheme of **service infrastructure**, which shall include details of:

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PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number PP/2015/0372

- i) details of the communal satellite television reception system (or other communications infrastructure);
- ii) confirmation of the location and number of electric car charging points; and
- iii) proposed SUDS / rainwater harvesting, shall be submitted to and approved in writing by the Minister for Planning and Environment, to be thereafter implemented prior to first occupation and maintained in perpetuity.

The approved details shall thereafter be implemented in full prior to first occupation, and retained in perpetuity thereafter.

Reason 6

In the interests of providing adequate service infrastructure in accordance with Policy GD1 of the Adopted Island Plan 2011 (Revised 2014).

Condition 7- COMC011

No part of the development hereby approved shall be occupied until the provisions and arrangements to be made for the storage, sorting, separation, recycling, disposal & collection of **refuse** are submitted to and agreed with the Parish Refuse Manager. Once the Refuse Management Strategy is agreed and implemented it shall thereafter be retained and maintained as such in perpetuity.

Reason 7

In accordance with Policy WM1 of the Adopted Island Plan 2011 Revised (2014).

Condition 8

The development hereby permitted shall not be commenced until there has been submitted to and approved in writing by the Department of the Environment, a scheme of **external lighting**. Once agreed the approved details shall thereafter be implemented in full prior to first occupation, and retained and maintained as such in perpetuity thereafter.

Reason 8

In the interests of the amenities of the area and in accordance with the requirements of Policy GD1 of the Adopted Island Plan 2011 (Revised 2014).

Condition 9

The development hereby permitted shall not be commenced until there has been submitted to and approved in writing by the Department of the Environment, a scheme of **facilities in the children's play area**. Once agreed the approved details shall thereafter be implemented in full prior to first occupation, and retained and maintained as such in perpetuity thereafter.

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Reason 9

In the interests of the amenities of the area and in accordance with the requirements of Policy GD1 of the Adopted Island Plan 2011 (Revised 2014).

Condition 10

Prior to the commencement of demolition, detailed analysis of the quantity and composition of **contaminated and hazardous material from the buildings** shall be submitted in writing to the Department of the Environment. Following written analysis, the Department shall agree a methodology for the correct processing and disposal of such material. This methodology shall be implemented in full during development works

Reason 10

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).

Condition 11 - COMC007

No part of the development hereby approved shall be occupied until a completion report and **contaminated land completion certificate** demonstrating completion of the works and the effectiveness of any remediation set out in the approved scheme, is submitted to and approved in writing by the Department of the Environment. Where required by the Department the completion report shall also include a plan for longer-term monitoring of pollutant linkages, maintenance and arrangements for contingency action and for the reporting of this to the Department.

Reason 11

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).

Condition 12 - COMC005

No part of the development hereby approved shall be occupied until the levels of **potential contaminants in the ground** have been investigated, any risks to human health or the wider environment assessed and mitigation measures proposed in a **remediation strategy** to be submitted to and approved in writing by the Department of the Environment. The approved remediation strategy shall be implemented in full, in accordance with the requirements of Supplementary Planning Guidance Planning Advice Note 2 - Development of Potentially Contaminated Land, as amended. Any changes to the strategy require the express written consent of the Department of the Environment prior to the work being carried out.

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PLANNING AND BUILDING (JERSEY) LAW 2002

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Reason 12

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).

Condition 13 – NEC002

The findings and required mitigation measures outlined in the **Ecology Assessment** 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.

Reason 13

To ensure the protection of all protected species in accordance with Policies NE1, NE2 and NE4 of the Adopted Island Plan 2011 (Revised 2014).

Condition 14

A **Percentage for Art** contribution must be delivered in accordance with the Percentage for Art Statement submitted to, and approved by, the Minister for Planning and Environment. Precise details relating to the exact form which the contribution will take, must be submitted and approved, prior to the commencement of the development hereby approved. Thereafter, the approved work of art must be installed prior to the first use / occupation of any part of the development hereby approved.

Reason 14

In accord with the provisions of Policy GD8 of the Jersey Island Plan 2011 (Revised 2014).

FOR YOUR INFORMATION

INFORMATIVE 1 - NE101

Be aware that the site has been identified as having the possible presence of protected wildlife species. It is the responsibility of the applicant to inform all site workers of the possibility of protected species on site and the implications under the Conservation of Wildlife Law (2000) and you are advised that it is your duty under the Law to stop work and notify the Department of Environment on +44 (0) 1534 441600 immediately should any species be found.

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

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PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number PP/2015/0372

The following plan(s) have been approved:

- 1-Location Plan
- 2-Existing Site Plan 208/01
- 3-Existing Site Plan (including Mains Services) 208/02
- 4-Proposed Site Plan 208/03
- 5-Proposed Floor Plans - Block A 208/04
- 6-Proposed Floor Plans - Block B 208/06
- 7-Proposed Floor Plans - Block C 208/08
- 8-Proposed Floor Plans - Block D 208/10
- 9-Proposed Floor Plans - Block E 208/12
- 10-Proposed Floor Plans - Block F 208/14
- 11-Proposed Elevations and Setions - Block A 208/05
- 12-Proposed Elevations and Setions - Block B 208/07
- 13-Proposed Elevations and Setions - Block C 208/09
- 14-Proposed Elevations and Setions - Block D 208/11
- 15-Proposed Elevations and Setions - Block E 208/13
- 16-Proposed Elevations and Setions - Block F 208/15
- 17-Proposed Site Elevations and Sections 208/16
- 18-Existing Floor Plans - Blocks 1-6 208/17
- 19-Existing and Proposed Road Elevations 208/18
- 20-Proposed JEC Substation, Bike and Refuse Store Plans 208/20
- 21-Proposed Site Plan (Woodland Management Plan) 208/21
- 22-Geoenviromental Site Assessment - Volume 1
- 23-Geoenviromental Site Assessment - Volume 2
- 24-Waste Management Report
- 25-Initial Ecological Study
- 26-Non-Technical Summary of Environmental Impact Assessment
- 27-Planning Statement
- 28-Framework Construction and Environmental Management Plan
- 29-Environmental Impact Statement
- 30-Design and Access Statement
- 31-Appendicies to Environmental Impact Statement
- 32-Waste Management Report

DECISION DATE:

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.

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THIRD SCHEDULE

The Owner's Covenants with the Chief Officer

The Owner covenants, agrees and undertakes:

COMMENCEMENT

- 1 Not to Commence the Development until the Owner has given to the Chief Officer not less than twenty-eight (28) days' notice in writing of its 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 Subject to paragraph 6 of this Third Schedule and the Fifth Schedule, the Affordable Housing Units may only be sold or transferred to an Approved AHP for Affordable Housing in respect of/provided to Eligible Persons meeting the required qualifications as set out in this agreement.
- 4 Subject to paragraph 6 of this Third Schedule and the Fifth Schedule, the Affordable Housing Units may only be used or Occupied by Eligible Persons in pursuance of arrangements made between the occupier of each such unit of accommodation and the Approved AHP.
- 5 Subject to 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:
 - 6.1 the Eligible Persons meeting the required qualifications as set out in this agreement, or
 - 6.2 that the sale and purchase is made under and in accordance with the express consent of the Minister for Housing under an Assisted Ownership Scheme, or
 - 6.3 the relevant Affordable Housing Unit shall not be Occupied otherwise than as the relevant occupier's sole permanent residence.

FOURTH SCHEDULE
Chief Officer's covenants

The Chief Officer covenants with the Owner , at the written request of the Owner from time to time, to provide written confirmation of the discharge of the obligations contained in this Agreement (or any of them) when and to the extent that the Chief Officer is satisfied that such obligations have been performed.

Fifth Schedule

Cessation of Obligations –Affordable Housing Units

1. Where an Approved Funder is the holder of a judicial hypothec charged upon that part of the Site comprising the Affordable Housing Units ("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, offers to the Public of the Island (for the purposes of this Fifth Schedule, the "Public") by notice in writing given to the Minister for Treasury and Resources within fourteen days of the grant of such Acte Vicomte chargé d'écrire the option (exercisable within the six months following the service of such notice) of taking a hereditary transfer of the Relevant Land in the event that the Approved Funder takes tenure of the Relevant Land in any ensuing dégrèvement on the terms set out in paragraph 2 below.
 - b. In the event that the Approved AHP becomes bankrupt as defined by Article 8 of the Interpretation (Jersey) Law 1954 and the Approved Funder offers to the Public by notice in writing given to the Minister for Treasury and Resources the option (exercisable within the six months following the service of such notice) of taking an assignment from the Approved Funder of all of its rights in the debt due to the Approved Funder by the Approved AHP secured by such hypothec, 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 referred to in paragraph 1(b) above, the Approved Funder will assign to the Public all its rights in the debt due to the Approved Funder secured by the hypothec and in the hypothec itself and the Public will discharge to the Approved Funder all sums due in respect of the said debt and hypothec as at the date of assignment.
4. Where the Public, having been offered an option in accordance with either 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 then owner of the Relevant Land a formal written acknowledgement of the same.

Signed on behalf of the Chief Officer:

.....
Name and Position: ... PETER LG GREGORY (DIRECTOR)

in the presence of

.....
Name and Position: ...

this 27th day of April 2016

Signed on behalf of the Owner

.....
Name and Position: ... CHAIRMAN

in the presence of

.....
Name and Position: ... SOLICITOR

this 19th day of APRIL 2016