

STATES OF JERSEY



LAND TRANSACTIONS UNDER STANDING ORDER 168(3) – FIELD 424, CORBIÈRE, ST. BRELADE– SALE OF A ROAD, GRANTING OF SERVICE RIGHTS AND EXCHANGE AND COUNTER-EXCHANGE OF LAND

**Presented to the States on 14th November 2006
by the Minister for Treasury and Resources**

STATES GREFFE

REPORT

Decision(s): Under Standing Order 168(3) the Minister for Treasury and Resources hereby notifies the States that he has accepted the recommendation of the Property Holdings Department to agree to the following –

Land transaction –

The following terms and conditions are to be agreed between Property Holdings on behalf of the Public and B & V Holdings Limited (hereinafter referred to as BVH). The subject areas are marked on drawing 65/1 date 9th November 2006 for identification purposes only.

- (1) The Public will sell an area of land to BVH (Area 1) being the existing private road running from the southern side of the Railway Walk to the main road (La Rue de la Corbière) together with any additional land that may be required from Field 427 also belonging to the Public) making it at least 5m. in width. The exact area to be confirmed between the parties and being in accordance with the Planning and Environment Department's requirement for access to the development site.
 - (a) The Public will retain a right of way at all times and for all purposes over Area 1 in order to gain access to the Railway walk, other retained land and Areas 8 and 9. The Public shall have no liability in relation to any costs or expenses in respect of the repair, replacement, maintenance or the general up-keep of the roadway. BVH will ensure that suitable provision will be made in the planning application to provide pavements or footpaths for pedestrians.
- (2) The Public will grant BVH vehicular and pedestrian rights of way over Area 2 forming part of the Railway Walk, leading from Area 1 to the site of the former Chalet Hotel et al (the development site) (the exact width of Area 2 will be as required by the Planning and Environment Department). This will include the right to establish and maintain a tarmac road or other type to be specified and approved by the Planning and Environment Department. The Public will have no liability for any costs in establishing and maintaining this new section of roadway and any necessary safety barriers, the location of which are to be subject to prior agreement with the Director of Property Holdings.
- (3) The Public will grant BVH rights to establish and maintain all necessary services through Area 2.
- (4) The Public will remove the building restriction from Area 3 in the ownership of BVH.
- (5)
 - (a) The Public will retain Area 4 and the parties will agree the position of and replace the missing boundary stone.
 - (b) The Public will sell to BVH Area 5 measuring approximately 472 sq.m.
 - (c) The Public will sell to BVH Area 6 with an appropriately worded restrictive covenant preventing development for the purpose of maintaining the area in a natural state. This may also refer to an environmental policy statement on how it should be maintained.
- (6) The public will remove the building restriction from Area 7 in the ownership of BVH.
 - (a) BVH will sell to the Public Area 8 measuring approximately 1,597 sq.m. and will remove the building restriction attached thereto. (It is understood that if any of Area 8 is required by BVH for the purpose of extending the road referred to in paragraph 1 to the width required by the Planning and Environment Department, the extent of Area 8 to be sold to the Public will be reduced accordingly.
 - (b) BVH will sell to the Public Area 9 measuring approximately 918 sq.m.
- (7) The parties will cancel the 1916 perpetual lease of the right of way over Area 10 which serves part of the development site. The Public will grant BVH a perpetual general right of way over Area 10 (the exact

width of Area 10 will be as required by the Planning and Environment Department) for the benefit of all those individual residential houses to be constructed on the development site pursuant to the development permit issued by the planning authority in respect of BVH's application. For the avoidance of doubt no other planning use would be permitted (e.g. self-catering units) nor would any alteration to the number of units approved by the development permit be permitted, having regard to the general terms below, without the prior approval of the Public.

- (8) BVH will pay a consideration, in accordance with (9) below, of £200,000 to the Public in respect of the above arrangement upon completion of contract before the Royal Court. The exchange of Areas 5 & 6 with Areas 8 & 9 shall be made for a nominal fee of £10.00 per area.
- (9) In the event that Area 1 becomes the sole access and egress point for the development site by virtue of the planning authority refusing to allow the Seagrove access road (which includes Area 10) to be used as access to or egress from the development site for any of the residential houses, BVH will pay to the Public a consideration of £65,000 for each residential unit for which BVH receives planning permission, instead of the consideration of £200,000-00 mentioned in paragraph (8) above. However, if permission for only 3 units or less is granted, BVH will pay to the Public a minimum consideration of £200,000.00.

For the avoidance of doubt the consideration mentioned above in paragraph (8) will remain at £200,000-00 should the Planning and Environment Department permit the Seagrove access road (which includes Area 10) to be used as either access or egress or both for any one or more of the residential units to be built on the development site.

- (10) BVH agree to pay Property Holdings fee of £3,500.00 in relation to the transaction and the Law Officers legal fees of £3,500.00.

General terms

- 1 The parties will clarify all and any boundaries as required by their respective legal advisors. BVH will be responsible for all costs incurred in respect of any survey plans required in relation to the boundary clarification.
- 2 All reference to planning authority approval will be specified when a planning permit number has been identified.
- 3 BVH agree to undertake at its cost all and any works relating to the establishment and improvement of the existing access to the land retained by the Public where it connects to the Railway walk, subject to the prior consent of the Director of Property Holdings.
- 4 All the Rights of Way and service rights being granted by the public and mentioned above will be restricted solely to the number of residential properties to be constructed on the development site pursuant to the development permit issued by the planning authority in respect of BVH's application. Furthermore, the rights of way and service rights being granted by the Public will in any event be restricted to a maximum number of twelve residential units.
- 5 The public as owners of part of the land will be required to counter-sign the planning application form.
- 6 The completion of the relevant deed will be conditional upon the granting of the relevant development permit.

After the expiry of 15 days following presentation to the States, and after all aspects of the proposed transaction are to the satisfaction of Property Holdings, the Attorney General and the Greffier of the States to pass any contracts on behalf of the Public of Jersey that may be necessary.

Further information on this decision can be found on www.gov.je under Ministerial Decisions/Treasury and Resources/Property Holdings (reference MD-PH-2006-0095).

N.B. This replaces previous Ministerial Decision reference MD-PH-2006-0054 which has been rescinded.

