

STATES OF JERSEY



LAND TRANSACTIONS UNDER STANDING ORDER 168(3) –

- (a) ENT (EAR, NOSE AND THROAT), EYES AND AUDIOLOGY DEPARTMENTS OF THE GENERAL HOSPITAL: APPROVAL OF DRAWINGS FOR RELOCATION;
 - (b) FIELD 424, CORBIÈRE, ST. BRELADE: SALE OF A ROAD, GRANTING OF SERVICE RIGHTS AND EXCHANGE AND COUNTER-EXCHANGE OF LAND;
 - (c) LA CHAUMIÈRE, WELLINGTON ROAD, ST. SAVIOUR: SALE UNDER THE ASSISTED HOUSE PURCHASE SCHEME;
 - (d) LA MOYE NORTH-EAST BUNKER, ST. BRELADE: PROPOSED THREE-YEAR LEASE.
-

Presented to the States on 8th August 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 –

(a) Land transaction –

To agree the Drawings numbered 1706-01-02C and 01-03E, and 1706-03-01A and 03-02, and dated 23 January 2006 detailing the proposed relocation of ENT, Eyes and Audiology Departments within the Gwyneth Huelin Wing of the General Hospital.

(b) Land transaction –

1. An in-principle decision for the public to contract with B&V Holdings Limited (BVH) to–
 - Sell an area of land to BVH (area 1 on accompanying plan)
 - Grant service rights to BVH over an area of land (area 2 on accompanying plan)
 - Exchange and counter-exchange areas of land with BVH (areas 5 & 6 and areas 7 & 9 respectively on accompanying plan)
 - Grant and receive access rights over land to/from BVH (area 2 and area 1 respectively on the accompanying plan)
 - Remove *restrictions against building* from areas of land to be developed by BVH and an area of land to be transferred to the public (areas 3 & 7 and area 8 respectively on the accompanying plan).
2. The consideration to be paid to the public by BVH for passing the contract will be £15,000 per dwelling constructed on the site of the former Chalet Hotel, presently estimated to be eight dwellings, amounting to £120,000. In addition, the four land exchanges will be completed at a nominal figure of £10 between the parties for the subject land.
3. This decision is subject to –
 - BVH obtaining planning permission for its proposed residential development on the site of the former Chalet Hotel
 - BVH confirming with the neighbouring property owner its claimed existing access rights over the private roadway to the west of the site of the former Chalet Hotel (to be confirmed in writing to the satisfaction of Property Holdings)
 - BVH agreeing to all environmental conditions on the design and specification of the landscaping of the proposed residential development and the subsequent maintenance of the land as set by the Planning and Environment Department
 - BVH agreeing with Property Holdings a satisfactory specification for the improvement of an existing public footpath which runs from La Rue du Grouet to the Railway Walk
 - Final approval of the terms by the Minister/Assistant Minister for Treasury and Resources following the above-mentioned conditions being met and all aspects of the proposed transaction being to the satisfaction of Property Holdings

4. Under Standing Order 168(1)(a)&(b) and 168(3) the Minister for Treasury and Resources hereby notifies the States that he has accepted the recommendation of Property Holdings to agree to the above land transaction, subject to the conditions mentioned under item (3) above.
5. The Minister hereby authorises the Attorney General and the Greffier of the States to pass any contracts on behalf of the Public of Jersey that may be necessary, subject to the conditions mentioned under item (3) above.
6. After the expiry of 15 days following presentation to the States the transaction may be concluded, subject to the conditions mentioned under item (3) above.

Note: this decision must be read in conjunction with the report at the **Appendix** to this document for a more comprehensive description of the land areas referred to above.

(c) Land transaction –

Under the Assisted House Purchase Scheme, the sale by the Public of La Chaumière, Wellington Road, St. Saviour to Mrs. Janet Moorhouse, née Caldwell, in consideration of the payment of the outstanding Assisted House Purchase loan balance at the time of passing contract. The property was purchased by the Public on behalf of Mrs. Moorhouse on 29 October 1999.

Under Standing Order 168(5) the Minister hereby authorises the Attorney General and the Greffier to pass any contract which is required to be passed on behalf of the public.

After the expiry of 15 days following the presentation to the States the sale may be concluded.

(d) Land transaction –

For the Public to enter into a three-year lease to Mr. James Richard Bevis of the property known as ‘La Moye North-East Bunker’, The Old German Signal Station Site, Le Chemin des Signeaux, La Moye, St. Brelade, for a rental of £500.00 per annum.

The Minister hereby authorises Property Holdings to pass any contracts on behalf of the Public of Jersey that may be necessary.

After the expiry of 15 days following presentation to the States the transaction may be concluded.

REPORT

Purpose

To seek the Minister for Treasury and Resources' in-principle approval for a land transaction in relation to Field 424, St. Brelade and the granting of service rights and exchange of land as described in more detail hereinafter.

Background

The owner of the former Chalet Hotel, La Rue de la Corbière – 'Corbière Developments Limited' – has agreed terms with the company 'B&V Holdings Limited (BVH) over the acquisition and redevelopment of the former hotel site as residential units.

The public owns Field 424 and an area of headland adjoining the former Chalet Hotel site.

BVH has approached Property Holdings with a set of proposals to purchase land, exchange and counter-exchange land, grant access and service rights over land and remove restrictions, to include payment to the public of a financial consideration.

BVH claim that the development of the site of the former Chalet Hotel is not dependent on the public agreeing to BVH's request – BVH consider that the land already has existing access and service rights.

The proposals do however clarify and regularise each party's land holding and remove the mutually exclusive restrictions against building that each party has over the other. The secondary access also improves the perceived traffic flow of the developed site while removing a maintenance liability for the public, yet retaining access to its land.

The following in-principle terms have been agreed between Property Holdings and BVH, for illustration purposes the subject areas of land have been marked on the attached plan –

- (1) The public will sell an area of land to BVH (area 1) being the current private road running from the southern side of the Railway Walk to the public road (La Rue de la Corbière) with additional land 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. Access rights to the site of the former Chalet Hotel do not currently exist over this area of public land.
- (2) The public will grant BVH vehicular and pedestrian rights of way over the strip of land (area 2) forming part of the Railway Walk, to be retained by the public, leading from the area of land being acquired under (1) by BVH to the site of the former Chalet Hotel. This will include the right to establish and maintain a tarmac roadway of a type specified and approved by the Planning and Environment Department. The Public will have no liability for any costs in establishing and maintaining the new section of roadway.
- (3) The public will grant BVH rights to establish and maintain all necessary services through the area of land referred to in (2) (area 2).
- (4) The public will remove the restriction against building on the irregular shaped piece of land (area 3) in the ownership of BVH and situated to the south of the land referred to in (5)(c) and measuring approximately 1,220 sq.m. (the restriction against building does not apply to the land on which buildings already exist).
- (5)
 - (a) The public will retain the area of land measuring approximately 734 sq.m. (area 4) adjoining the land being transferred to the public in clause 6(d).
 - (b) The public will transfer to BVH an area of land measuring approximately 472 sq.m. (area 5).

immediately to the north of the Railway Walk. This transfer does not in conflict with the restrictive covenant in the 30 January 1987 contract between the Public and Inglebert Properties Limited which otherwise prevents development of the land and Field 424 being retained by the Public.

- (c) The public will transfer to BVH the area of land measuring approximately 1,220 sq.m. (area 6 with an appropriately worded restrictive covenant in place to prevent development and to retain the area in a natural state. This may include an environmental policy statement on how it should be maintained.
- (6) The public will remove the restriction against building on the triangular piece of land (area 7) in the ownership of BVH situated immediately to the north of the land referred to above in (5)(a) (the restriction against building does not apply to the land on which buildings already exist).
 - (a) The public will receive from BHV an area of land measuring approximately 1,597 sq.m. (area 8 immediately to the west of the roadway being sold, to include the mutual removal of the restrictive covenant as mentioned under (4) and (6).
 - (b) The public will be granted right of way at all times and for all purposes over the roadway being sold to BVH to gain access to the railway walk, other retained land and the land referred to in (a) above. The Public shall have no liability in relation to any costs or expenses in respect to repairing, replacing, maintaining or the general up-keep of the roadway.
 - (c) The indicative consideration to be paid by BVH to the public for the acquisition of the roadway mentioned above in (1) will be the equivalent of the sum of £15,000 per residential unit of accommodation approved in relation to the whole site being developed by BVH, (current indication being 8 units representing a consideration of £120,000.00). The figure represents a negotiated settlement for a second site access and the additional service rights and is based on their perceived benefits to the site.
 - (d) The public will receive from BVH an area of land measuring approximately 892 sq.m. (area 9).

The purpose of the land exchanges in 6(a) and (d) (areas 8 & 9 respectively) is to simplify each party's land holding boundary and specifically to secure area 9 which the Principle Ecologist of the Planning and Environment Department considers being the most valuable land ecologically and which lies adjacent to existing public land.

The four land exchanges will be completed at a nominal figure of £10 between the parties for all the land in question.

Each party shall pay their own legal costs incurred in relation to the drafting and passing of the contract.

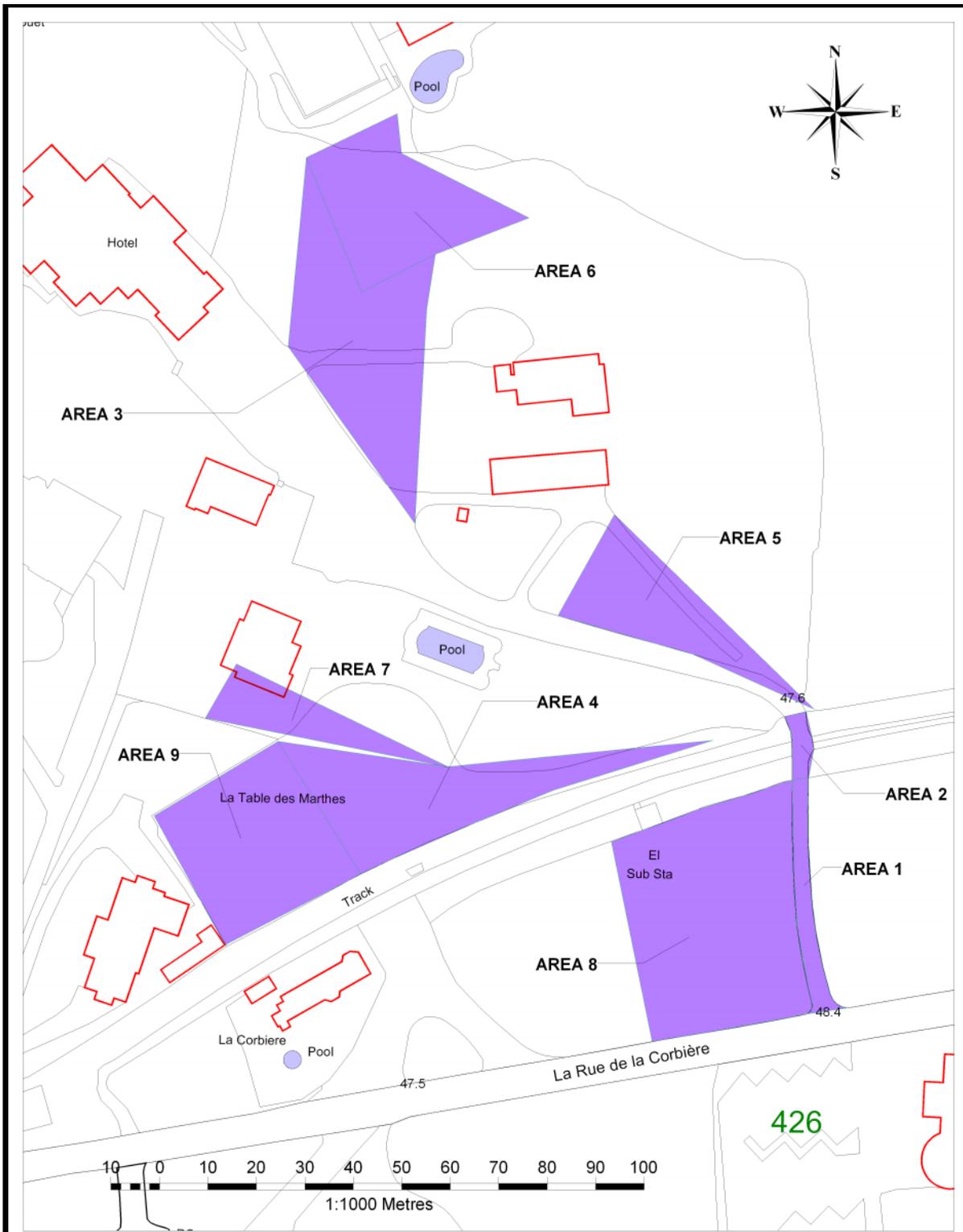
The agreement is subject to –

- BVH obtaining planning permission for its proposed residential development on the site of the former Chalet Hotel
- BVH confirming with the neighbouring property owner its claimed existing access rights over the private roadway to the west of the site of the former Chalet Hotel (to be confirmed in writing to the satisfaction of Property Holdings). It is likely that Property Holdings/the Minister will wish to see copies of the correspondence sent to the neighbouring property owner and of their final response in order to be satisfied as to the certainty of this matter
- BVH agreeing to all environmental conditions on the design and specification of the landscaping of the proposed residential development and the subsequent maintenance of the land as set by the Planning and Environment Department

- BVH agreeing with Property Holdings a satisfactory specification for the improvement of an existing public footpath which runs from La Rue du Grouet to the Railway Walk
- Final approval of the terms by the Minister/Assistant Minister for Treasury and Resources following the above-mentioned conditions being met and all aspects of the proposed transaction being to the satisfaction of Property Holdings.

Conclusion

The terms stated above are recommended by Property Holdings and have been undertaken in association and with the support of the Principal Ecologist of the Planning and Environment Department.



Field 424 Corbiere St Brelade

Drawing No: 65/1

Boundary Information Supplied by the States of Jersey Planning Office, but no responsibility can be accepted for error.



COPYRIGHT STATES OF JERSEY