

In the Royal Court of Jersey

Samedi Division

In the year two thousand and ten, the eleventh day of November.

Before the Judicial Greffier.

Upon the application of Her Majesty's Attorney General, IT IS ORDERED that the attached modification to the Planning Obligation Agreement between Marett Homes Limited, The Parish of St. Helier, The Minister for Planning and Environment and the Jersey Homes Trust in relation to Field 1218, St. Helier, be registered in the Public Registry of this Island.


Greffier Substitute

LOD

Reg. Pub.

L1269-196--



**PLANNING AND BUILDING (JERSEY) LAW 2002, ARTICLE 25(10)
MODIFICATION OF A PLANNING OBLIGATION AGREEMENT**

BETWEEN

Marett Homes Limited

AND

The Parish of St. Helier

AND

The Jersey Homes Trust

AND

Minister for Planning and Environment

REGARDING

**Field 1218,
In the Parish of St Helier**

Law Officers' Department

Morier House,

ST. HELIER

Jersey

JE1 1DD

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1. Parties

- 1.1 Marett Homes Limited, whose registered office is at First Floor Centre Office, Charles House, Charles Street, St Helier, JE2 4SF (hereinafter called “the Developer”)
- 1.2 The Parish of St Helier (hereinafter called “the Parish”)
- 1.3 The Jersey Homes Trust (hereinafter called “the Trust”)
- 1.4 The Minister for Planning and Environment (hereinafter called “the Planning Minister”)

2. Interpretation

2. In this Agreement –

- 2.1 Any reference to a party includes, where the context so admits, that party’s assigns and successors in title, and in the case of the Planning Minister includes any person or body to whom the relevant functions of the Planning Minister may hereafter be validly transferred.
- 2.2 The expressions in the left hand column have the meanings attributed to them in the right hand column.

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The Committee	The Environment and Public Services Committee
The First Modification	The modification of the original Agreement which said modification was registered in the Public Registry on 18 th March 2005
The land	That area comprising field 1218 which was the subject to the original Agreement
The law	The Planning and Building (Jersey) Law, 2002
The original Agreement	The Planning Obligation Agreement relating to the land which was registered in the Public Registry on the 14 th January 2005

3. Recitals

3.1 On the 14th January 2005 the original Agreement was registered in the Public Registry. The parties to the original Agreement were the Owner the Developer the Committee and the Parish

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- 3.2 The original Agreement was modified by the First Modification.
- 3.3 The Planning Minister is the successor in function to the Committee
- 3.4 The Planning Minister has agreed to grant planning permission (application reference RP/2010/810) which involves the creation of a communal green with parking at the location of what was proposed for a community building under permit P/2003/2411.
- 3.4 Consequent upon this it has been agreed that the original Agreement shall be modified further in the manner hereinafter appearing
- 3.5 The Developer, the Parish and the Trust are party to this modification as they are the person or persons against whom the planning obligations under the Original Agreement that are to be modified herein are enforceable.

4. The modification

- 4.1 The parties to this Agreement have agreed that the original Agreement (as modified by the First Modification) should be modified in the way set out in the Schedule.

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4.2 For the avoidance of any doubt drawing 4363-007B annexed at Schedule 2 to the original Agreement shall be construed as if the words “community centre” used to indicate where the proposed community centre was to be located were not denoted on the said drawing

5 Declaration

5.1 Save as hereby modified the provisions of the original Agreement (as modified by the First Modification) shall remain in full force and effect and the terms of the original Agreement (as modified by the First Modification) are deemed to be restated here in full and incorporated in this modification to the extent that they have not been modified by it.

Schedule

Modification

In Clause 3 (**Interpretation**) of the original Agreement (as modified by the First Modification) within the definition for “Public Areas” delete the words “community centre”

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Signed on behalf of Marett Homes Limited

By..... [Redacted]

In the presence of [Redacted]

This 15th day of October 2010

Signed on behalf of the Jersey Homes Trust

By..... [Redacted]

In the presence of [Redacted]

This 18th day of October 2010

Sign

By..... [Redacted]

In the presence of MARTIN W. ROBERTS

This 15th day of October 2010

Signed on behalf of [Redacted]

By..... [Redacted]

In the presence of [Redacted]

this 5th day of November, 2010

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