

In the Royal Court of Jersey

Samedi Division

In the year two thousand and sixteen, the fifteenth day of March.

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 The Chief Officer for the Environment, Antler Property C.I. Limited and Lloyds Bank International Limited in relation to the development of Chellow Dene, Units 3,4, & 5, The Old Canning Factory, Plat Douet Road, St Clement, be registered in the Public Registry of this Island.


Greffier Substitute

LOD

Reg. Pub.

Modification of a Planning Obligation Agreement under Article 25(12) of the Planning and Building (Jersey) Law 2002

relating to the development of Chellow Dene, Units 3, 4 & 5, The Old Canning Factory, Plat Douet Road, St. Clement

Dated: 15th March 2016

The Chief Officer for the Environment (1)

Antler Property C.I. Limited (2)

Lloyds Bank International Limited (3)

DATE

15th day of March

2016

1. PARTIES

- (1) The Chief Officer for the Environment of South Hill, St. Helier, Jersey, JE2 4US (the "**Chief Officer**");
- (2) Antler Property C.I. Limited of Beachside Business Centre, Rue du Hocq, St. Clement, Jersey, JE2 6LF (the "**Owner**"); and
- (3) Lloyds Bank International Limited, of PO Box 160 25 New Street St Helier Jersey JE4 8RG ("the **Hypothecator**")

2. INTERPRETATION

In this Agreement:-

- 2.1 Any reference to a party includes where the context so admits, that party's successors in title and assigns and in the case of the Minister includes any person or body to whom the relevant functions of the Minister may hereafter be validly transferred
- 2.2 Words and expressions in this Agreement shall bear the same meaning as in the Original Agreement as modified unless the context otherwise requires.
- 2.3 The principles of interpretation and construction set out in clause 2 of the Original Agreement as modified shall apply to the provisions of this modification unless the context otherwise requires.
- 2.4 Save as aforesaid the expressions in the left hand column have the meanings attributed to them in the right hand column.

The First Modification	The modification of the Original Agreement registered in the Public Registry on the 24th November, 2011
The Second Modification	The modification of the Original Agreement

	registered in the Public Registry on the 10th October, 2012
The Original Agreement	The Planning Obligation Agreement relating to the Site between the Minister for Planning and Environment, Antler Property C.I. Limited and HSBC Bank Plc dated 28th September, 2010 and which was registered in the Public Registry on the 28th September, 2010

3. RECITALS

- 3.1 On the 28th September, 2010 the Original Agreement was registered in the Public Registry.
- 3.2 On 24th November, 2011 the Original Agreement was modified by the First Modification.
- 3.3 On 10th October, 2012 the Original Agreement as modified by the First Modification was modified by the Second Modification.
- 3.4 The Hypothecator has an interest in the Site by virtue of a judicial hypothec (hypothèque judiciaire) dated 11th October 2013.
- 3.5 The Owner submitted an application (accorded the reference RC/2015/1346) to remove condition 9 (to implement bus shelter prior to occupation) on permit No. P/2009/2252.
- 3.6 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.
- 3.7 Having regard to the purpose of the Law the Island Plan 2011 and all other material considerations application (accorded the reference RC/2015/1346) to remove condition 9 (to implement bus shelter prior to occupation) on permit

No. P/2009/2252 is to be approved subject to the completion of this Modification to the Original Agreement.

- 3.8 The Owner and the Hypothecator 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.
- 3.9 The Chief Officer has agreed with the Owner that the Original Agreement may be further modified as hereinafter appearing

4. THE MODIFICATION

- 4.1 The parties to this Agreement have agreed that the Original Agreement (as modified by the First Modification and Second Modification) should be modified further in the manner detailed in the First Schedule

5. DECLARATION

- 5.1 Save as hereby modified the provisions of the Original Agreement (as modified by the First Modification and Second Modification and the provisions of this present agreement) shall remain in full force and effect and the terms of the Original Agreement (as modified by the First Modification and Second Modification) are deemed to be re-stated herein in full and incorporated into this modification to the extent that they have not been modified by it.

FIRST SCHEDULE

Modification

1.

Clause 1 DEFINITIONS of the Original Agreement as modified by the First Modification and Second Modification shall be modified as follows:

between “Application” and “Commencement” delete

“Bus Shelter” means the erection of one bus shelter by the Owner on the Site in accordance with Drawing 4

and replace with

“Bus Shelters Contribution” means the sum of twenty five thousand pounds (£25,000) to be paid by the Owner to the Treasurer of the States to be applied by the Minister for Infrastructure for the purpose providing bus shelters on the public bus network

between “Drawing 3” and “Index” delete:

“Drawing 4” drawing no. PL-606 which is at Schedule 1 to this Agreement

In the definition for “**Junction Improvements Specification**” at the end of the paragraph **delete** the words

“and also together with the Bus Shelter as shown on Drawing 4”

2.

The Third Schedule to the Original Agreement (as modified by the First Modification and Second Modification) shall be modified as follows:

i) after paragraph 8 **insert** the following paragraphs:

“8A to pay the Bus Shelters Contribution to the Treasurer of the States within seven (7) Working Days of the date of this Modification Agreement.”

ii) at the end of paragraph 5 the words:

“which said land to be transferred for the avoidance of any doubt shall include the area of land comprising the Bus Shelter constructed as part of the Junction Improvement Works”

shall be **deleted**

3.

The Fourth Schedule shall be modified as follows:

Delete and replace with:

“FOURTH SCHEDULE

Chief Officer’s Covenants

- 1 The Chief Officer hereby covenants with the Owner to use all sums received by the Treasurer of the States from the Owner 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 Chief Officer shall in his discretion consider to be reasonably appropriate in the circumstances.
- 2 The Chief Officer covenants with the Owner that he 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 seven years of the date of receipt by the Treasurer of the States of such payment.”

Signed on behalf of Antler Property C.I. Limited

By [Redacted]

In the presence of [Redacted]

This day of [Redacted] 2016

Signed on behalf of Lloyds Bank International Limited

By [Redacted] *Danna Lawrence*

In the presence of [Redacted] *Danna Hughes, Viberts*

This day of [Redacted] 2016

Signed on behalf of the Chief Officer

by [Redacted] *P.L.G. GREGGLEY*

(DIRECTOR)

in the presence of [Redacted] *A. TOWNSEND (PRINCIPAL PUNHER)*

this *10th* day of *March*, 2016