

In the Royal Court of Jersey

Samedi Division

In the year two thousand and eleven, the twenty-second day of December.

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 S.A.M. Homes Limited and The Minister for Planning and Environment in relation to Field 1218, St. Helier, be registered in the Public Registry of this Island.


Greffier Substitute

LOD

Reg. Pub.

L1289-608--



**Modification of a Planning Obligation Agreement under Article 25(12) of
the Planning and Building (Jersey) Law 2002
relating to the development of Field 1218 Mont A L'Abbe St Helier**

Dated 21st December

2011

The Minister for Planning and Environment (1)

S.A.M. Homes Limited (2)

Law Officers' Department

Morier House,

ST. HELIER

Jersey

JE1 1DD

L1289-609--



1. Parties

DATE 21st December

2011

PARTIES

- (1) The Minister for Planning and Environment of South Hill St Helier Jersey JE2 4US (“the Minister”)
- (2) S.A.M. Homes Limited First Floor Centre Office, Charles House, Charles Street, St Helier, JE2 4SF (“the Owner”)

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 Minister includes any person or body to whom the relevant functions of the Minister may hereafter be validly transferred.
- 2.2 Any expression defined in the Original Agreement shall have the same meaning for the purposes of this Modification.
- 2.3 The expressions in the left hand column have the meanings attributed to them in the right hand column.

“the Original Agreement”	The Planning Obligation Agreement relating to the Site and which was registered in the Public Registry on the 3 rd February, 2011
--------------------------	--

L1289-610--



3. Recitals

- 3.1 On the 3rd February, 2011 the Original Agreement was registered in the Public Registry.
- 3.2 The Owner has submitted an application (reference RC/2011/1332) under Article 21 of the Planning and Building (Jersey) Law 2002 to the Planning Minister to vary Condition 2 of Permit P/2009/1092 (“the Planning Permission”) and in so doing has requested that the Original Agreement be modified
- 3.3 The Planning Minister having regard the question of the conditions to which the Planning Permission should be subject and all other material considerations has agreed that the Original Agreement shall be modified in the manner set out herein
- 3.4 The Owner is party to this modification as 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 should be modified in the way set out in the Schedule

5 Declaration

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

L1289-611--



Schedule

Modification

1. Clause 1 (DEFINITIONS) of the Original Agreement shall be modified by substituting in their place the following definitions:

“1 DEFINITIONS

For the purposes of this Agreement the following expressions shall have the following meanings:

“Category A Housing”		shall have the meaning attributed to such phrase in the Island Plan 2011 and any Supplementary Planning Guidance issued by the Planning and Environment Department of the States of Jersey.
“Development”		the development of the Site for Category A Housing to provide ten (10) dwelling houses for First Time Buyers.
“Dwelling Unit”		a dwelling house to be constructed on the Site as part of the Development pursuant to the Planning Permit.
“Family Member”		means a member of the family of a First Time Buyer who is entitled by virtue of the terms of this Agreement to occupy a Dwelling Unit and for the purposes of this Agreement shall mean the spouse, partner, brother, sister, daughter, son, step-children, grandparent or grandchild of a First Time Buyer
“First Time Buyer”		any person who:

L1289-612--



	<p>Either:</p> <p>(1)(i) Does not own, and has not previously owned, whether as sole owner or jointly or in common with any other person or persons:</p> <p>(a) Any immovable property</p> <p>(b) Either in his own name or as beneficial owner, shares in any company, ownership of which confers the right to occupy residential accommodation;</p> <p>And</p> <p>(ii) Is neither married to, nor buying as co-owner with, any person who does not fall within (i) above</p> <p>or</p> <p>(2) Has been approved by the Housing Minister as being a person who would be in need of assistance in order to acquire property and to whom consent should be granted to acquire or to occupy the residential accommodation as the case may be, notwithstanding the fact that he does not fall within (1) above any refusal by the Housing Minister to approve a person as being in need of assistance to acquire or occupy property being subject to review by the Minister, who shall have power to overrule the decision of the Housing Minister</p>
"Housing Minister"	the Minister for Housing charged with the administration of the Housing (Jersey) Law 1949.
"Law"	the Planning and Building (Jersey) Law 2002.
"Occupation" and	occupation for the purposes permitted by

L1289-613--



"Occupied"		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.
"Planning Permit"		the planning permission P/2009/1092 (and any variation thereto) for the Development.
"Public"		the public of the Island of Jersey.
"Royal Court"		the Royal Court of the Island of Jersey.
"Site"		the land against which this Agreement may be enforced as shown hatched in diagonal lines on the Site Plan.
"Site Plan"		the site plan prepared by Naish Waddington Architects and annexed to this agreement at the First Schedule"

2. The Third Schedule of the Original Agreement shall be modified by substituting in its place the following Schedule:

"THIRD SCHEDULE

The Owner's Covenants with the Minister

The Owner covenants, agrees and undertakes:

- 1 that the Dwelling Units to be constructed on the Site shall be sold to First Time Buyers
- 2 that at least twenty-one days prior to Occupation of a Dwelling Unit the Owner shall notify in writing the Minister of the intention to Occupy the Dwelling Unit

L1289-614--



and will provide the Minister with such information that the Minister reasonably requires to identify the relevant Dwelling Unit and identify the occupier

- 3 that all subsequent transfers of the Dwelling Units shall be to First Time Buyers approved as such by the Housing Minister
- 4 that no Dwelling Unit shall be used or Occupied other than by a First Time Buyer (or for the avoidance of doubt a Family Member of the First Time Buyer living together with the First Time Buyer as a family);
- 5 that each Dwelling Unit shall be used and Occupied at all times as the only and principal home and shall not be used as a second home or a holiday home."

Signed on behalf of the [redacted]
by [redacted]

in the presence of .. [redacted] .. [redacted]

this 19th day of *December* 2011

Signed on behalf of S.A.M. Homes Limited
by [redacted]

in the presence of [redacted] .. [redacted] ..

this 24th day of *November* 2011

L1289-615--

