

In the Royal Court of Jersey

Samedi Division

In the year two thousand and eleven, the twenty-fourth 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 The Minister for Planning and Environment, Antler Property C.I. Limited and HSBC Bank Plc in relation to Chellow Dene and 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: 26th November 2011

The Minister for Planning and Environment (1)

Antler Property C.I. Limited (2)

HSBC Bank PLC (3)

Law Officers' Department

Morier House,

ST. HELIER

Jersey

JE1 1DD

1. Parties

DATE

24th November

2011

PARTIES

- (1) The Minister for Planning and Environment of South Hill St Helier Jersey JE2 4US ("the Minister")
- (2) Antler Property C.I. Limited of Beachside Business Centre, Rue du Hocq, St Clement, JE2 6LF ("the Owner")
- (3) HSBC Bank Plc P.O. Box 14, 8 Library Place, St Helier, Jersey, JE4 8NJ ("the Hypothecator")

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.

The Original Agreement	The Planning Obligation Agreement relating to the Site between the Minister, the Owner and the Hypothecator which was registered in the Public Registry on 28 th September, 2010

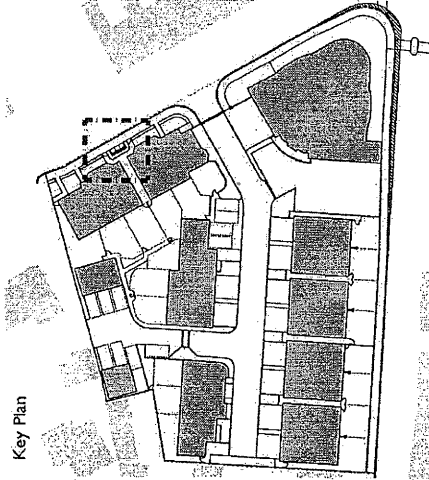
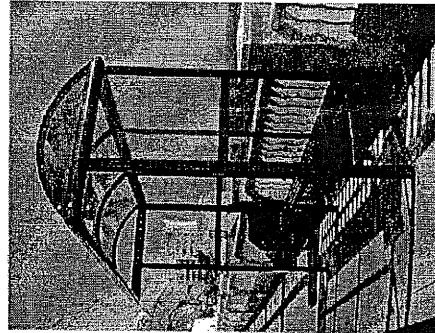
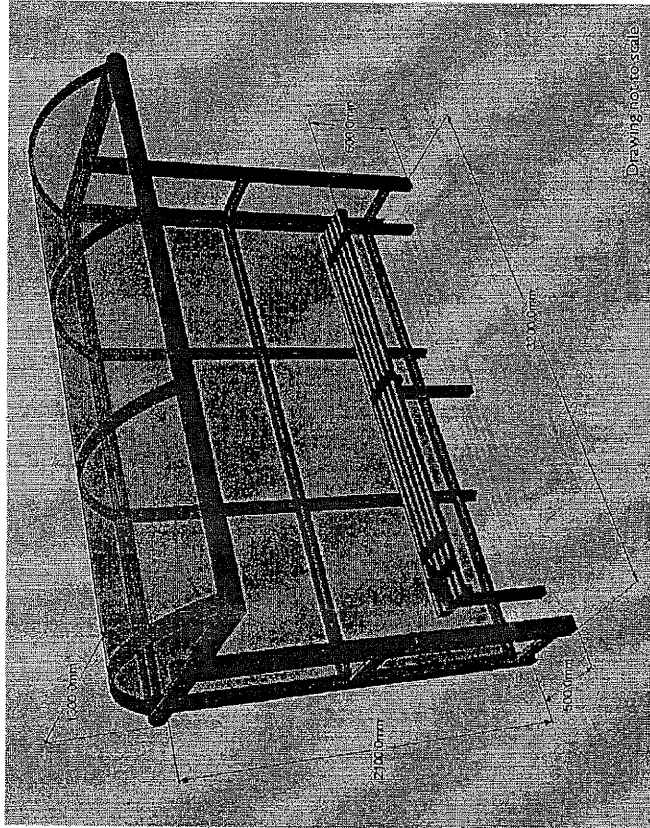
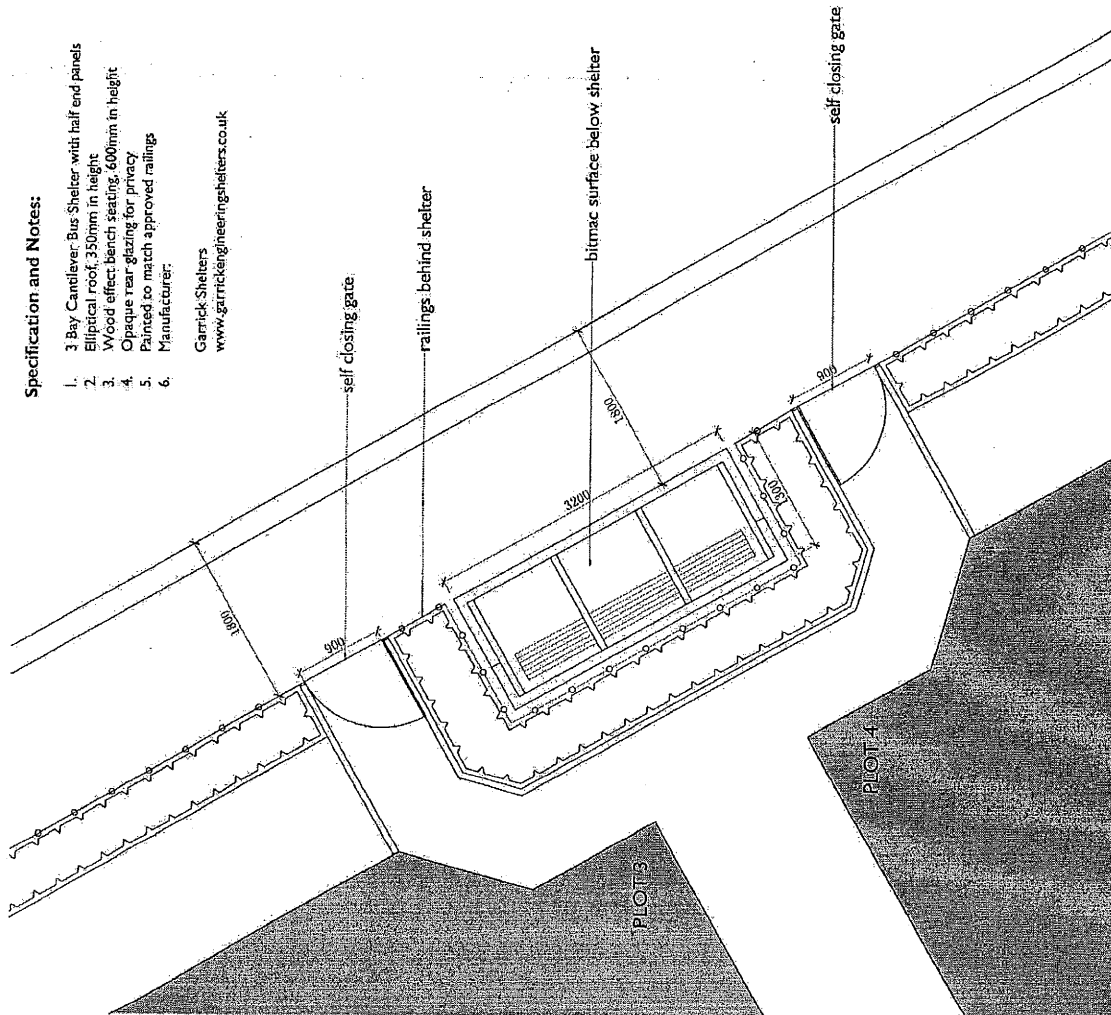
3. Recitals

- 3.1 On the 28th September, 2010 the Original Agreement was registered in the Public Registry.

Specification and Notes:

1. 3 Bay Cantilever Bus Shelter with half end panels
2. Bipical roof, 350mm in height
3. Wood effect bench seating, 600mm in height
4. Opaque rear glazing for privacy
5. Painted to match approved railings
6. Manufacturer:

Garrick Shelters
www.garrickengineeringshelters.co.uk



P & E RECEIVED

JOB TITLE		Former Alliance Site	
DRAWING TITLE		04 OCT 2010	
JOB NO.		Proposed Bus Shelter	
DWG NO.	PL-606	SCALE	1:50@A3
REV	JY031	DATE	Sept 2010
REV	---	DATE	---

<p>Antler Homcs Beachside Business Centre La Rue du Hocq St Clement Jersey, C.L. JE7 6LF</p>	
REV	DESCRIPTION

NOTES:
 1. ALL DIMENSIONS SHOWN ARE IN METERS.
 2. ALL DIMENSIONS SHOULD BE CHECKED PRIOR TO COMMENCEMENT ON SITE.
 3. ALL DIMENSIONS SHOULD BE BROUGHT TO ANTLEP.
 4. THIS DRAWING IS TO BE USED AS A GUIDE ONLY.
 5. ALL DIMENSIONS SHOULD BE BROUGHT TO ANTLEP.
 6. ALL DIMENSIONS SHOULD BE BROUGHT TO ANTLEP.
 7. ALL DIMENSIONS SHOULD BE BROUGHT TO ANTLEP.

3.2 The Owner has requested the Planning Minister that the Original Agreement be modified to include a provision for establishing a Bus Shelter as part of the obligation for the Junction Improvement Works

3.3 The Planning Minister has agreed that the Original Agreement shall be modified in the manner set out herein

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.

Schedule
Modification

1.

Clause 1 DEFINITIONS of the Original Agreement shall be modified as follows:

between "Application" and "Commencement" insert

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

between "Drawing 3" and "Index" insert:

"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 add the words

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

2.

The Third Schedule of the Original Agreement shall be modified by:

i) adding at the start of paragraph 4 the words:

"Subject to paragraph 4A below"

ii) after paragraph 4 there shall be inserted the following paragraph:

"4A not to Occupy or permit to be Occupied more than 75% of the Phase 2 dwelling units until that part of the Junction Improvement works consisting of the Bus Shelter has been completed to the reasonable satisfaction of the Minister (in consultation with the TTS Minister)

iii) the adding 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”

3.

Drawing 4 shall be added to the Original Agreement

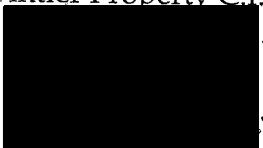
Signed on behalf of Antler Property C.I. Limited

By



DIRECTOR.

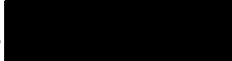
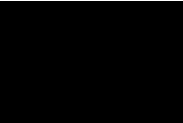
In the presence of ...



This 15th day of November, 2011

Signed on behalf of HSBC Bank PLC

By



In the presence of



ERIN GRAM, HSBC PLC

This 16th day of November 2011

Signed on behalf of the Planning Minister

by



P. LE GIBBSLEY Director

in the presence



JOHN NICHOLSON

this 22nd day of November, 2011