

# *In the Royal Court of Jersey*

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**Samedi Division**

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**In the year two thousand and fourteen, the fifteenth day of May.**

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, Marett Homes Limited, The Parish of St Helier and The Jersey Homes Trust in relation to the development of Field No. 1218, St Helier, 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 Field 1218 Mont A L'Abbe St Helier

Dated : 15<sup>TH</sup> MAY

2014

The Minister for Planning and Environment (1)

Marett Homes Limited (2)

The Parish of St Helier (3)

The Jersey Homes Trust (4)

**Law Officers' Department****Morier House,****ST. HELIER****Jersey****JE1 1DD**

## 1. Parties

### PARTIES

- (1) The Minister for Planning and Environment of South Hill St Helier Jersey JE2 4US ("the Minister")
- (2) Marett Homes Limited (hereinafter called "Marett")
- (3) The Parish of St Helier (hereinafter called "the Parish")
- (4) The Jersey Homes Trust (hereinafter called "the Trust")

## 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 Committee	The Environment and Public Services Committee
The Modifications	The modifications of the Original Agreement which said modifications were registered in the Public Registry on 18th March 2005 the 11th November 2010 and the 11 <sup>th</sup> May 2011
"the Original Agreement"	The Planning Obligation Agreement relating to the land which was registered in the Public Registry on the 14th January 2005

### **3. Recitals**

3.1 On the 14th January 2005 the Original Agreement was registered in the Public Registry

3.2 The Minister is the successor in function to the Committee.

3.3 The Original Agreement was modified by the Modifications.

3.4 Marett, the Parish and the Trust are 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 (as modified by the Modifications) shall remain in full force and effect and the terms of the Original Agreement (as modified by the Modifications) 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. The definition of "Public Areas " shall be modified so as to exclude the area of land shaded in black on the plan annexed hereto and marked on that plan as 'areas owned by The Jersey Homes Trust.
  
2. Drawing 4363-007B annexed at Schedule 2 to the Original Agreement shall be construed as if the land shaded in black on the plan annexed hereto was not denoted on the said drawing as part of the "Public Areas".
  
3. The areas to be transferred by Marett to the Parish and which are to be administered by the Parish are marked in cross hatching for identification purposes only on the plan annexed hereto.

Signed on behalf of [REDACTED]  
 By..... (TER LE GRESLEY)  
 In the presence of.....  
 This 14<sup>th</sup> day of May 2014

Signed on behalf of [REDACTED] Limited  
 By STEPHEN JAMES M...  
 In the presence of.....  
 This 8 day of May 2014

Signed on behalf of [REDACTED] of [REDACTED]  
 By.....  
 In the presence of.....  
 This 13 day of [REDACTED] 2014

Signed on behalf of the Jersey Homes Trust  
 By PHILIP JOHN LE...  
 In the presence of.....  
 This 8 day of [REDACTED] 2014

