

In the Royal Court of Jersey

Samedi Division

In the year two thousand and eleven, the ninth day of February.

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, Bcl Royal (Jersey) Limited, Dandara Holdings Limited, Barclays Private Clients International Limited and Michael Blair Sarre in relation to Field Nos. 848, 851, 854, 861, 862A & 863A, St Lawrence, be registered in the Public Registry of this Island.


Greffier Substitute

LOD

Reg. Pub.

L1273-399--



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

relating to the development of Fields 848, 851, 854, 861,
862A & 863A Bel Royal St Lawrence

Dated :

7th February

2011

The Minister for Planning and Environment (1)

Bel Royal (Jersey) Limited (2)

Dandara Holdings Limited (3)

Barclays Private Clients International Limited (4)

Michael Blair Sarre (5)

Law Officers' Department

Morier House,

ST. HELIER

Jersey

JE1 1DD

L1273-400--



1. Parties

DATE

9th February

2011

PARTIES

- (1) The Minister for Planning and Environment of c/o the Greffier of the States of Jersey Mourier House Halkett Place St Helier Jersey ("the Minister")
- (2) Bel Royal (Jersey) Limited of Granite House La Grande Rue St Martin Guernsey GY4 6LH ("the Owner")
- (3) Dandara Holdings Limited of Dandara Group Head Office Isle Of Man Business Park Cooil Road Braddan Isle of Man ("the Guarantor")
- (4) Barclays Private Clients International Limited of c/o H A Pim Appleby 13-14 Esplanade St Helier Jersey JE1 1BD ("the First Hypothecator")
- (5) Michael Blair Sarre of c/o A del Amo Le Gallais and Luce 6 Hill Street St Helier Jersey JE4 8YX ("the Second 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 Any expression defined in the Original Agreement shall have the same meaning for the purposes of this Agreement.
- 2.3 The expressions in the left hand column have the meanings attributed to them in the right hand column.

"the New Plan"	the plan attached to this modification

L1273-401--



"the Original Agreement"	The Planning Obligation Agreement relating to the Site between the Minister for Planning and Environment, Bel Royal (Jersey) Limited, Jersey Steel Company (1935) Limited, Dandara Holdings Limited, Barclays Private Clients International Limited and Michael Blair Sarre dated 11 th April, 2008 and which was registered in the Public Registry on the 22 nd April, 2008 and as modified by those parties by way of a modification which was registered in the Public Registry on the 16 th July, 2009

3. Recitals

- 3.1 On the 22nd April, 2008 the Original Agreement was registered in the Public Registry. The parties to the Original Agreement were the Minister, the Owner, Jersey Steel, the Guarantor, the First Hypothecator and the Second Hypothecator.
- 3.2 On the 16th July, 2009 the Original Agreement was modified pursuant to Article 25(12) of the 2002 Law. The parties to the modification were the Minister, the Owner, Jersey Steel, the Guarantor, the First Hypothecator and the Second Hypothecator.
- 3.3 The Owner has requested that the Original Agreement be further modified.
- 3.4 Under reference RP/2008/2411 permission was granted by the Minister for the construction of a children's nursery (referred to on the face of the permit as an "approved community building"). However, the site as permitted under RP/2008/2411 for the approved community building affects not only the Community Facilities Land as defined in the Original Agreement but also part of the Public Amenity Area as defined in the Original Agreement.
- 3.5 In the circumstances the Owner has requested the modification of the Original Agreement so that the revised boundary between the (reduced) Public Amenity Area and the (expanded) Community Facilities Land is reflected, by substituting for the current Plan 1 scheduled to the POA the plan attached hereto and has also requested the modification of the Original Agreement in regard to the disposal of the Community Facilities Land.
- 3.6 The Minister having regards to the Island Plan 2002 and all other material considerations has agreed that the Original Agreement shall be further modified in the manner set out herein

L1273-402--



3.7 Pursuant to Article 25(12) of the 2002 Law, the Owner, the Guarantor, the First Hypothecator and the Second Hypothecator are the required parties to this modification (along with the Minister) 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 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.

L1273-403--



Schedule

Modification

1. The definitions section of the Original Agreement shall be modified by the deletion of all the text in the definition of "Appropriate Body" following the second mention of "Public Amenity Areas".
2. Plan 1 to the Original Agreement shall be modified by the substitution of the New Plan annexed hereto but Plan 1 shall only be modified to the extent that the New Plan shows a revised demarcation between the Community Facilities Land and the Public Amenity Area.
3. The Third Schedule of the Original Agreement shall be modified as follows:
 - 3.1 In paragraph 3.2 for "75%" there shall be substituted "90%".
4. The Fourth Schedule of the Original Agreement shall be modified as follows:
 - 4.1 Paragraph 3.3 shall be amended so as to read "that no Dwelling Units shall be Occupied until such time as a detailed scheme for ensuring that the future maintenance and the management (in good order and condition) in perpetuity of the Community Facilities Land is assured to the satisfaction of the Minister"
 - 4.2 Paragraphs 3.4, 3.5, 3.6 and 3.7 shall be deleted and replaced with a new paragraph 3.4 as follows:

"3.4 to ensure that:

 - 3.4.1 the Community Facilities Land is not used other than for one or more of the Community Uses;

L1273-404--



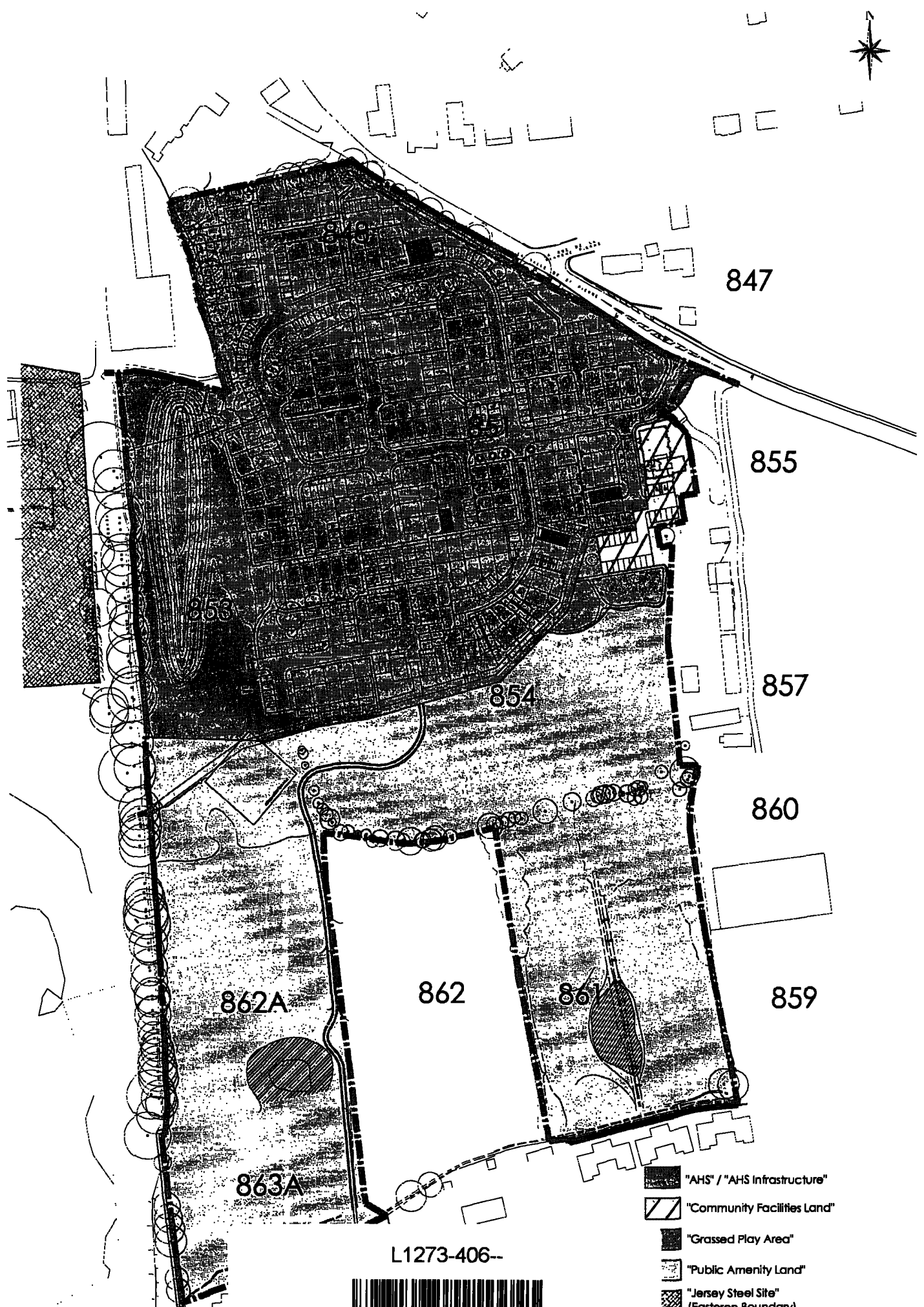
3.4.2 that the car parking spaces for 25 cars which form part of the Community Facilities Land shall also be available on a non exclusive basis to the users of the Public Amenity Area; and

3.4.3 that the Community Facilities Land is at all times maintained in good order and condition,

the Owner being obliged to ensure that any lessee or tenant of the Community Facilities Land is obliged under the relevant lease or tenancy to comply with the requirements of paragraphs 3.4.1, 3.4.2 and 3.4.3 above.”







L1273-405--





L1273-406--



-  "AHS" / "AHS Infrastructure"
-  "Community Facilities Land"
-  "Grassed Play Area"
-  "Public Amenity Land"
-  "Jersey Steel Site" (Easteren Boundary)
-  "Site"

PLAN 1

Signed on

By

In the presence of

This 12th day of January 2011

Signed on behalf of Dandara Holdings Limited

By

In the presence of

This 13th day of January 2011

Signed on behalf of Barclays Private Clients International

By

In the presence of

This 21st day of January 2011

Signed on behalf of Michael Blair Sarre

By

In the presence of

This 4th day of FEBRUARY 2011

Signed on behalf of the Planning Minister

by

Attorney.....

John Le Gras Bisson

DENIS JAMES TULIP

ANTHONY PAUL DEL AMO

PAUL CLIFFORD PETER SCALLY

ATTORNEY

L1273-407--





in the presence of

this 8 day of FEBRUARY 2011

L1273-408--

