

In the Royal Court of Jersey

Samedi Division

In the year two thousand and thirteen, the twenty-third day of July.

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 and Jardin de Haut Limited in relation to Fields 561 and 562, La Rue de la Vallée, St Mary, now known as Jardin de Haut, La Rue de la Vallée, St Mary, be registered in the Public Registry of this Island.


Greffier Substitute

LOD

Reg. Pub.

L1315-841--



THIS AGREEMENT dated this 17th July 2013 is made by and between:-

- (1) The Minister for Planning and Environment of the States Offices, South Hill, St Helier, JE2 4US (hereinafter "the Minister"); and
- (2) Jardin de Haut Limited of Kensington Chambers, 46/50 Kensington Place, St Helier, JE1 1ET (hereinafter "the Owner").

WHEREAS

- (A) That on the 28th January 2011 the parties hereto were party to a Planning Obligation Agreement (hereinafter "the POA") relating to the development of thirty-three (33) residential units at Fields 561 and 562, La Rue de la Vallée, St Mary.
- (B) That the development of the units was completed on the 2nd March 2012, and the site is now known as Jardin de Haut, La Rue de la Vallée, St Mary (hereinafter "the Site").
- (C) That fourteen life-long units (as defined in the POA) namely unit numbers 3 to 16 at the Site have been sold by the Owner to Les Vaux Housing Trust for occupation as Lifelong Housing Units for social rental.
- (D) That the Owner remains Owner at the date hereof (free of any hypothec or charge) of the Lifelong Housing Units numbered 17, 31, 32 and 33 at the Site which pursuant to the terms of the POA are designated as Lifelong Housing Units for sale on the open market.
- (E) That the Minister having regards to the Island Plan 2011 and all other material considerations has agreed to modify the terms of the POA in the manner hereinafter appearing so as to permit Units numbered 17, 31, 32 and 33 to be sold on the open market to either a Lifelong Housing Occupier or a First Time Buyer as defined in the POA

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- (F) That the Owner has agreed to the modification in the manner hereinafter appearing to permit Units 17, 31, 32 and 33 to be sold on the open market to either a Lifelong Housing Occupier or a First Time Buyer as defined in the POA.

WHEREFORE it is hereby agreed as follows:-

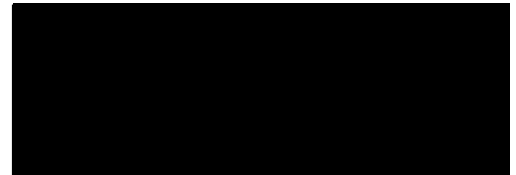
1. That it is acknowledged and agreed that the Units numbered 3 to 16 at the Site have been sold by the Owner to Les Vaux Housing Trust in discharge of the obligation arising under the POA to construct fourteen (14) life-long Housing Units for Social Rental.
2. That notwithstanding anything otherwise appearing or implied in the POA the remaining four (4) life-long Housing Units constructed on the Site namely Units numbered 17, 31, 32 and 33 inclusive from the date of registration of this present Agreement shall be deemed to be a Lifelong Housing Unit or a First Time Buyer Unit as defined in the POA and accordingly may be sold by the Owner or its successors in title (at their discretion) to either a Lifelong Housing Occupier or a First Time Buyer as defined in the POA and when sold to a First Time Buyer or a Lifelong Housing Occupier as the case may be the terms of the POA shall apply to the occupation of the Unit by such First Time Buyer or Lifelong Housing Occupier *mutatis mutandis*.
3. That this Agreement is made pursuant to Article 25(12) of the Planning and Building (Jersey) Law 2002 by way of modification to the POA.
4. Save as hereby modified the provisions of the POA shall remain in full force and effect and the terms of the POA are deemed to be restated here in full and incorporated in this modification to the extent that they have not been modified by it.
5. Any expression defined in the POA shall have the same meaning for the purposes of this Agreement.

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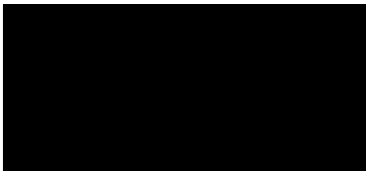


- 6. The terms of the POA and this present Agreement shall be enforceable without limit of time against the Owner and any person claiming or deriving title through or under the Owner to the Site or any part or parts thereof.
- 7. This present Agreement shall come into effect immediately upon the date upon which it has been registered in the Public Registry as evidenced by an Act of the said Court in that regard.
- 8. The Minister shall forthwith upon execution of this present Agreement apply to the Royal Court for registration in the Public Registry.

SIGNED on behalf of the Minister
in the presence of:-



PETER LE GRESELY
15th July 2013,

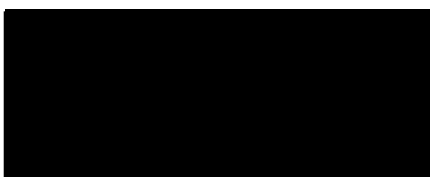
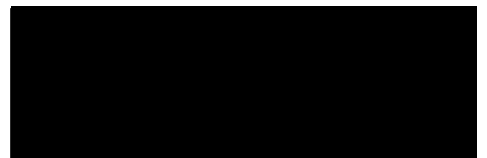


J. NICHOLSON

Witness

15/7/13

SIGNED on behalf of the Owner
in the presence of:-



Witness

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