

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

relating to the development of Fields 516, 517 & 518, La-Rue de Patier, St. Saviour



Dated : 23<sup>rd</sup> OCTOBER

2014

The Minister for Planning and Environment (1)

Hillary Developments (Jersey) Limited (2)

Lloyds Bank International Limited (3)

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

**1. Parties**

DATE 23<sup>RD</sup> OCTOBER

2014

**PARTIES**

- (1) The Minister for Planning and Environment of States Offices, South Hill, St Helier, Jersey JE2 4US ("the Minister")
- (2) Hillary Developments (Jersey) Limited of PO Box 207, 13-14 Esplanade, St Helier, JE1 1BD ("the Owner")
- (3) Lloyds Bank International Limited of PO Box 160, 25 New Street, St Helier, Jersey JE4 8RG ("the New Hypothecator")

**2. Interpretation**

2. In this Modification 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 The "Original Agreement" means the planning obligation agreement relating to the Site between the Minister and the Owner together with George Francis Carter (defined in the Original Agreement as "the Hypothecator") which was registered in the Public Registry on the 17<sup>th</sup> November 2011 and any expression defined in the Original Agreement shall have the same meaning for the purposes of this Modification Agreement.

**3. Recitals**

- 3.1 On the 17<sup>th</sup> November 2011 the Original Agreement was registered in the Public Registry. The parties to the Original Agreement were as set out in clause 2.2 above.
- 3.2 The Owner has made an application to the Minister to amend the Planning Permit and the Minister having regard to the Island Plan 2011 and all other material considerations has agreed that the Original Agreement shall be modified in the manner set out herein.

3.3 This Modification Agreement relates to those parts of the Site which as at the date of this Modification Agreement remain in the ownership of the Owner ("the Owner's Remaining Land"), that is to say the whole of the Site with the exclusion of all of the property collectively disposed of by the Owner by virtue of the hereditary contracts referred to in Schedule 3, the Owner no longer being bound by any of the planning obligations contained in the Original Agreement which do not relate to the Owner's Remaining Land. Pursuant to Article 25(12) of the Planning and Building (Jersey) Law 2002 (the "Law") the Owner and the New Hypothecator are therefore the required parties to this Modification Agreement (along with the Minister) as they are respectively the owner of the Owner's Remaining Land and a person with a hypothec affecting the Owner's Remaining Land (by virtue of the registration of an Act of the Royal Court dated 20<sup>th</sup> December 2013) and accordingly the persons against whom the planning obligations under the Original Agreement that are to be modified herein are enforceable. The hypothecs which had the effect of making the party defined in the Original Agreement as "the Hypothecator" have been cancelled prior to the date of this Modification Agreement.

3.4 The New Hypothecator acknowledges and declares that this Modification Agreement has been entered into by the Owner with its consent and that the Owner's Remaining Land shall be bound by the obligations contained in this Modification Agreement and that the security of the New Hypothecator over the Owner's Remaining Land shall take effect subject to the Original Agreement as varied by this Modification Agreement PROVIDED THAT the New Hypothecator shall otherwise have no liability under this Agreement unless it takes possession of the Owner's Remaining Land in which case it too will be bound by the obligations as if a person deriving title from the Owner.

#### **4. The modification**

4.1 The parties to this Modification Agreement have agreed that the Original Agreement should be modified in the way set out in Schedule 1 to this Agreement.

4.2 This Modification Agreement is conditional upon being registered in the Royal Court as evidenced by an Act of the said Court.

#### **5. Public Registry of Contracts.**

5.1 The Minister shall as soon as practicable apply to the Royal Court for an order that this Modification Agreement be registered in the Public Registry of Contracts.

#### **6. Declaration**

- 6.1 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 Agreement to the extent that they have not been modified by it.
  
- 6.2 This Modification Agreement shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permit shall be quashed, cancelled, revoked or otherwise withdrawn or (without the consent of the Owners) it is modified (other than by process under Article 10 of the Law) by any statutory procedure or expires prior to the date on which any operation forming part of the Development begins to be carried out.

## Schedule 1

### Modification

1. The definitions of "Care Home", "Care Home Use", "Nomination Agreement" and "Warden's Unit" are to read as deleted.
2. The definition of "Community Centre" shall be deemed to be modified to refer to the replacement Plan 4 as annexed within Schedule 2 of this Modification Agreement.
3. The wording "but not the Warden's Unit" shall be read as deleted from the definition of "Dwelling Unit".
4. The definition of "Planning Permit" shall include where applicable references to the planning permission issued by the Minister in respect of the applications under reference RP/2012/1088, RP/2014/0616 and RP/2014/0973.
5. The definition of "Social Rented Affordable Housing Unit" shall be deemed to be modified so as to (i) replace the wording "forty-eight (48) apartments" with "seventy-eight (78) apartments", and (ii) replace the wording "persons identified in accordance with the nominations requirements of the Minister for Housing under a Nomination Agreement at rents set in accordance with the Minister for Housing's rental policy" with the words "Eligible Persons".
6. The definition of "Social Rental Landlord" shall be deemed to be modified so as to include a new sub-paragraph numbered 4 as follows: "4. the Company".

7. The following definitions shall be inserted;

**"Additional Social Rented Apartments"** means the thirty (30) social rented apartments to be constructed in accordance with planning permit RP/2014/0616

**"Affordable Housing Gateway"** means a single point of access maintained by the Minister for Housing for affordable housing in Jersey and by which Social Rental Landlords allocate their homes to those applicants who have been assessed and qualify on a means basis through the gateway

**"Company"** means the company prescribed under Article 2 to the Social Housing (Transfer) (Jersey) Law 2013

**"Eligible Persons"** means persons who are:

- (a) On the Affordable Housing Gateway register retained or referred to by the Minister for Housing from time to time in that Minister's housing function; or
- (b) Otherwise certified by the Minister for Housing at all times acting reasonably consistently with the discharge of his housing function as being eligible to reside in Social Rented Affordable Housing Units.

**"Private Apartments"** means the three (3) private apartments to be constructed in accordance with planning permit RP/2014/0973

8. The Third Schedule shall be deemed to be modified as follows;

- 8.1 paragraph 2 shall be amended by the addition at the end of the existing wording of "and three (3) of the Dwelling Units shall be private apartments for sale;
- 8.2 the wording "eighty (80) of the Dwelling Units" within paragraph 3 shall be deemed to be replaced with "one hundred and ten (110) of the Dwelling Units";
- 8.3 paragraph 4 shall be amended so as to read "Not to Occupy any of the Private Apartments until such time as the Community Centre and all of the Additional Social Rented Apartments have reached Practical Completion;
- 8.4 paragraph 7 shall be read as deleted;
- 8.5 the word "gas" within paragraph 8 shall be read as deleted;
- 8.6 the words "or the Management Company" shall be inserted after "NPO" in paragraph 15;
- 8.7 paragraphs 16 and 17 shall be read as deleted;
- 8.8 paragraph 25 shall be amended so as to read "No later than the date upon which the last of the thirty (30) bungalows to be transferred to the Parish of St Saviour pursuant to paragraph 10 is so transferred to carry out and complete the East of Site Footpath Works".

9. Plan 3 of the Sixth Schedule shall be read as deleted.

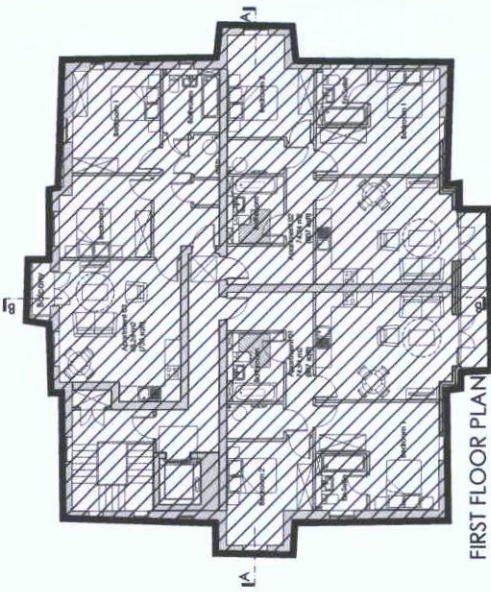
10. Plans 4 and 7 of the Sixth Schedule shall be deemed to be replaced with the Plans 4 and 7 as annexed within Schedule 2 of this Modification Agreement.

**Schedule 2**  
**Revised Plans**

# PLAN 4

**NOTES**  
 All work shall be in accordance with the Building Act 2004 and the Building Regulations 2006. All work shall be in accordance with the Building Act 2004 and the Building Regulations 2006. All work shall be in accordance with the Building Act 2004 and the Building Regulations 2006.

Job No:	2028	Type:	UPJ	Dwg No:	100	Revision:	-
Client:	Dondara Jersey Ltd	Scale:	A1 @ 1:100	Date:	JUNE '14	Project Co-ordinator:	IMCD
Drawn:	[Signature]	Checked:	[Signature]	Project No:	2028	Type:	UPJ
Approved:	[Signature]	Approved:	[Signature]	Dwg No:	100	Revision:	-



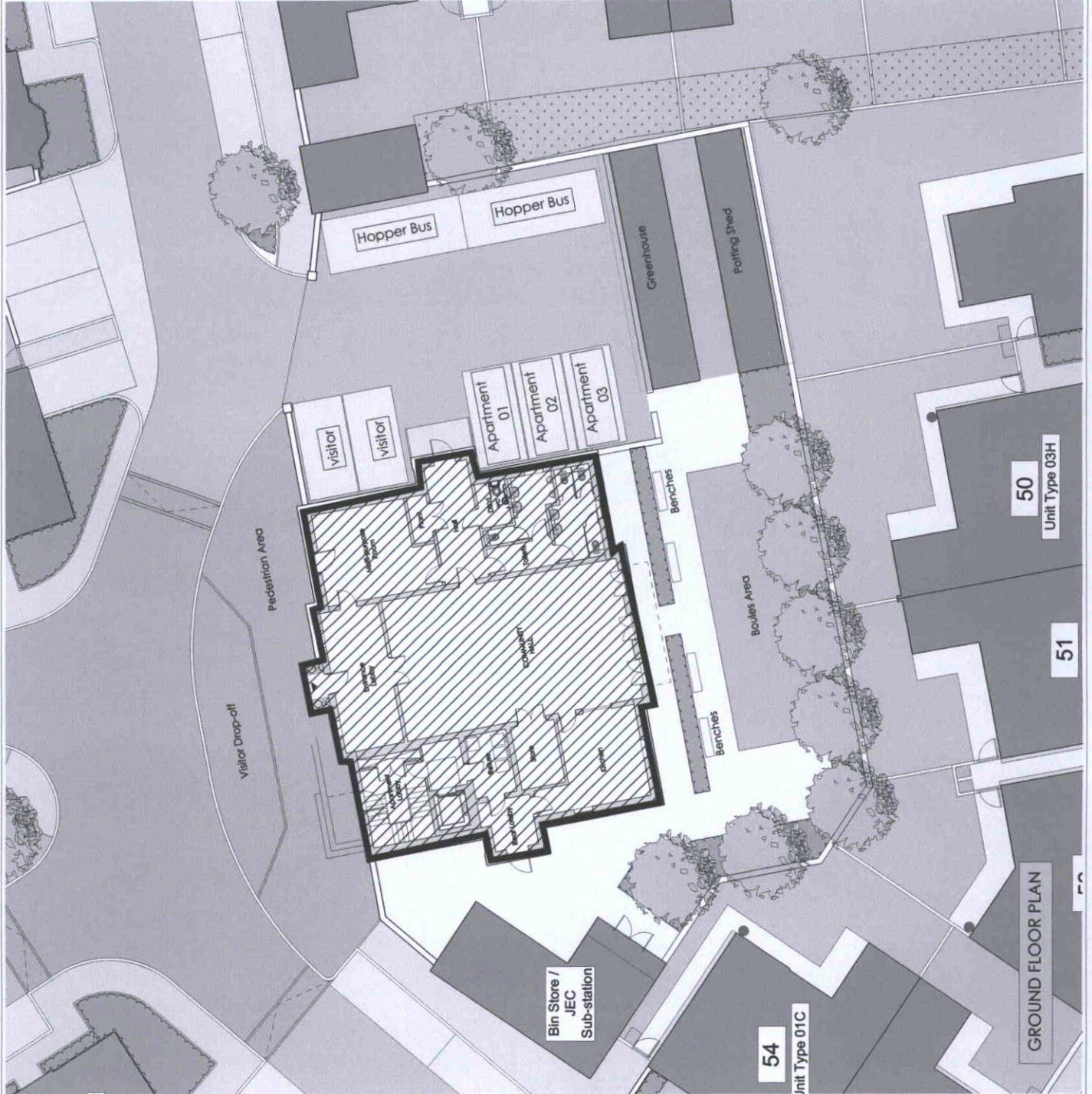
## FIRST FLOOR PLAN

**COMMUNITY CENTRE**  
 Ground Floor GIA: 217.46 m<sup>2</sup> (2341 sqft)

**RESIDENTIAL**

Ground Floor GIA:	39.21 m <sup>2</sup> (422 sqft)
First Floor GIA:	260.91 m <sup>2</sup> (2,806 sqft)
Apartment 01:	74.94 m <sup>2</sup> (807 sqft)
Apartment 02:	74.94 m <sup>2</sup> (807 sqft)
Apartment 03:	68.26 m <sup>2</sup> (733 sqft)
FF Circulation:	24.17 m <sup>2</sup> (260 sqft)
<b>Total GIA:</b>	<b>300.12 m<sup>2</sup> (3,230 sqft)</b>
<b>Total FIA:</b>	<b>242.31 m<sup>2</sup> (2,610 sqft)</b>
<b>Net to Gross:</b>	<b>80.7%</b>
<b>Net to Gross:</b>	<b>92.9%</b>

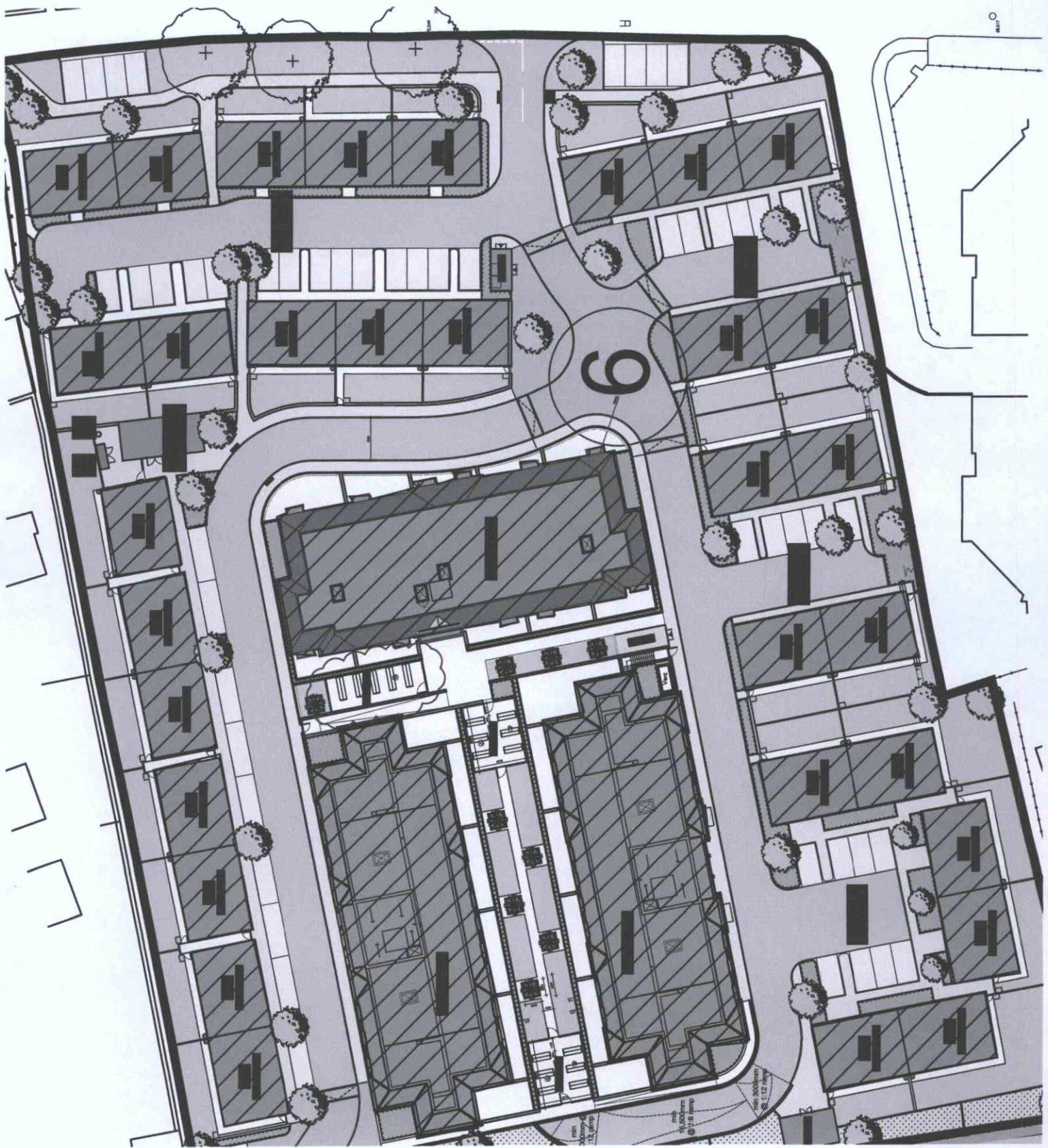
Office:	Dondara Jersey Ltd
Location:	Dondara Jersey Ltd
Client:	Dondara Jersey Ltd
Client Ref:	
Project:	St. Saviour's Retirement Village Jersey
Drawing Title:	Proposed Community & Apartment Building
Scale:	A1 @ 1:100
Date:	JUNE '14
Project Co-ordinator:	IMCD
Job No:	2028
Type:	UPJ
Dwg No:	100
Revision:	-



## GROUND FLOOR PLAN



PLAN 7



### Schedule 3

- 26th October 2012 sale to Jersey Electricity Plc of Substation 801 and Section Pillar 1054
- 8<sup>th</sup> March 2013 sale to The Public of the Island of part of the Site (as defined in this contract)
- 24<sup>th</sup> May 2013 gift to The Public of the Island of the Bus Shelter Site (as defined in this contract)
- 24<sup>th</sup> May 2013 sale to Brian John Launder and Maureen Phyllis Launder née du Feu of 15 Langtry Gardens
- 24<sup>th</sup> May 2013 sale to Jersey Electricity Plc of Section Pillar 1055
- 31<sup>st</sup> May 2013 sale to Valerie Joyce Morel née Bannier of 18 Langtry Gardens
- 14<sup>th</sup> June 2013 sale to John Joseph Collins and Jeanette Elisabeth Collins née Penfound of 21 Langtry Gardens
- 28<sup>th</sup> June 2013 sale to Peter George Lion and Patricia Fontaine Lion née Bickley of 3 Langtry Gardens
- 28<sup>th</sup> June 2013 sale to Hamish Stuart Kean of 20 Langtry Gardens
- 12<sup>th</sup> July 2013 sale to Jean Burton née Birkett of 2 Langtry Gardens
- 19<sup>th</sup> July 2013 sale to John Robert Hill and Anne Hill née Overstall of 19 Langtry Gardens
- 9<sup>th</sup> August 2013 sale to Christopher Reddington and Joy Pamela Reddington née Rimmer of 1 Langtry Gardens
- 27<sup>th</sup> September 2013 sale to Derek Roy Lidster and Pierrette Marie Lidster née Le Bon of 12 Langtry Gardens
- 29<sup>th</sup> November 2013 sale to Grace Buesnel Spencer née Gibaut of 5 Langtry Gardens
- 20<sup>th</sup> December 2013 sale to Victor Robinson Geary and Sheila Ann Geary née Mourant of 34 Langtry Gardens
- 10<sup>th</sup> January 2014 sale to Lesley Anne Noel Norton of 37 Langtry Gardens
- 31<sup>st</sup> January 2014 sale to Richard Lawrence Spence and Linda Ann Spence née Quicke of 26 Langtry Gardens
- 7<sup>th</sup> February 2014 sale to Fiona Mary Emmett of 4 Langtry Gardens
- 7<sup>th</sup> February 2014 sale to Jennifer Mary Newington née Horsfall of 30 Langtry Gardens
- 7<sup>th</sup> March 2014 sale to Francis John Le Moine of 32 Langtry Gardens
- 7<sup>th</sup> March 2014 sale to Michael John Blake and Mary Elizabeth Blake née Fry of 33 Langtry Gardens
- 14<sup>th</sup> March 2014 sale to John Raymond Hood and Naomi Dawn Hood née Pallot of 16 Langtry Gardens
- 28<sup>th</sup> March 2014 sale to Kathleen Jean Houiellebecq née de la Mare of 31 Langtry Gardens
- 25<sup>th</sup> April 2014 sale to Beryl Bisson née Horn of 17 Langtry Gardens
- 25<sup>th</sup> April 2014 sale to Peter Rodney Cochrane and Rose-Marie Cochrane née Le Maistre of 10 Langtry Gardens
- 25<sup>th</sup> April 2014 sale to Percy John Martret Jones and June Rose Jones née Hinault of 36 Langtry Gardens
- 2<sup>nd</sup> May 2014 sale to Patricia Alida Winchester née Stein of 25 Langtry Gardens
- 16<sup>th</sup> May 2014 sale to Jose Manuel Parajon and Karen Lisa Parajon née Mason of 24 Langtry Gardens
- 16<sup>th</sup> May 2014 sale to Basil Stanley Le Cornu and Beryl Ann Le Cornu née de Gruchy of 23 Langtry Gardens

- 16th May 2014 sale to Harry Langslow Gandy and Marilyn Gandy née Duncan of 9 Langtry Gardens
- 16th May 2014 sale to Ian David Skelton Dale and Brenda Anne Dale née Stansbury of 14 Langtry Gardens
- 30<sup>th</sup> May 2014 sale to Michael John Baudains of 6 Langtry Gardens
- 30<sup>th</sup> May 2014 sale to Peter Richard Brayn Le Brocq and Anne Catherine Le Brocq née Goodwin of 28 Langtry Gardens
- 6<sup>th</sup> June 2014 sale to Clive Philip Golding and Ruth Valerie Golding née Hesford of 29 Langtry Gardens
- 20<sup>th</sup> June 2014 sale to Carolyn Ruth Board of 8 Langtry Gardens
- 11<sup>th</sup> July 2014 sale to Peter Reynolds of 27 Langtry Gardens
- 22nd August 2014 sale to May Turner née Summers of 7 Langtry Gardens
- 29<sup>th</sup> August 2014 sale to Jersey Electricity Plc of Substation 802
- 29<sup>th</sup> August 2014 sale to Renton Mark Ball and Karen Anne Ball née Baird of 11 Langtry Gardens

Signed [REDACTED]  
by . . . [REDACTED] (PETER LE GREBLEY) . . .  
in the presence of [REDACTED] (CHRISTOPHER JONES) . . .  
this 23<sup>rd</sup> day of October 2014

Signed on behalf of [REDACTED]  
by . . . [REDACTED] T.G. HART, Attorney . . .  
in the presence of . . . [REDACTED] . . .  
this 21<sup>st</sup> day of October 2014

Signed on behalf of the New Hypothecator  
by . [REDACTED] . . .  
in the presence of . [REDACTED] JULIE GALLICHAN . . .  
this 17 day of October 2014