

# *In the Royal Court of Jersey*

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Samedi Division

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**In the year two thousand and thirteen, the twenty-first day of August.**

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, Jersey Strawberry Farm (1990) Limited and Barclays Private Clients International Limited in relation to the development of the Living Legend, La Rue de Petit Aeval, St Peter, be registered in the Public Registry of this Island.

  
Greffier Substitute

LOD ✓

Reg. Pub.

L1317-103--



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

relating to the development of The Living Legend, La Rue du Petit Aeval, St Peter  
JE3 7ET

Dated : 21<sup>ST</sup> AUGUST

2013

The Minister for Planning and Environment (1)

Jersey Strawberry Farm (1990) Limited (2)

Barclays Private Clients International Limited (3)

**Law Officers' Department**

**Morier House,**

**ST. HELIER**

**Jersey**

**JE1 1DD**

L1317-104--



DATE 21<sup>ST</sup> AUGUST

2013

## 1. Parties

- (1) The Minister for Planning and Environment of South Hill St Helier Jersey JE2 4US ("the Minister")
- (2) Jersey Strawberry Farm (1990) Limited (Co Regn. 46353) of Living Legend, La Rue du Petit Aeval, St Peter, JE3 7ET ("the Owner")
- (3) Barclays Private Clients International (Co Regn 20317) ("the Hypothecator")

## 2. Interpretation

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 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
"the Original Agreement"	The Planning Obligation Agreement relating to the Site between the Minister for Planning and Environment, Jersey Strawberry Farm (1990) Limited and Barclays Private Clients International dated 19th December 2012 and which was registered in the Public Registry on the 20th December, 2012

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### **3. Recitals**

- (A) That on the 19<sup>th</sup> December 2012 the parties hereto were party to the Original Agreement relating to the development of The Living Legend, La Rue du Petit Aeval, St Peter JE3 7ET
  
- (B) That the Site, as defined in the Original Agreement, was the land against which the Original Agreement may be enforced as shown edged with and hatched by solid black lines on the Plan at the First Schedule of the Original Agreement, which inadvertently included Field 525B.
  
- (C) The Parties have agreed for the avoidance of any doubt as to the extent of the Site that the Original Agreement should be modified by substituting the plan at the First Schedule to the Original Agreement with the New Plan attached to this modification
  
- (D) The Owner and the Hypothecator are party to this modification 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**

The parties to this Agreement agree that pursuant to Article 25(12) of the Planning and Building (Jersey) Law 2002 that the Original Agreement shall be modified in the way set out in the Schedule

### **5. Public Registry**

- 5.1 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.
  
- 5.2 The Minister shall forthwith upon execution of this present Agreement apply to the Royal Court for registration in the Public Registry.

### **5 Declaration**

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.

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## **Schedule**

### **Modification**

The Original Agreement shall be modified by the substitution of the New Plan annexed hereto in place of the plan at the First Schedule to the Original Agreement

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SCALE: 1:1,651

Licence No 21



States of Jersey

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THE LIVING LEGEND, ST PETER

**APPLEBY**

13 - 14 Esplanade  
St Helier  
Jersey  
JE1 1BD



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

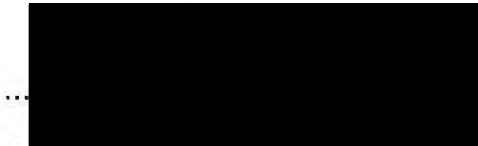
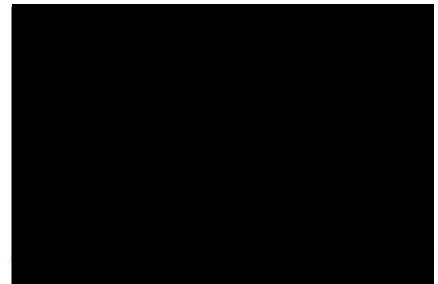


*P. LE GREESLEY*



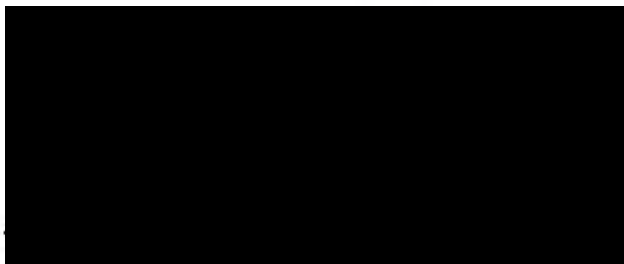
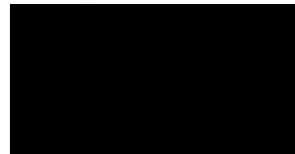
Witness *C. JONES,*  
*C. E. Jone*

**SIGNED** on behalf of the  
Jersey Strawberry Farm  
(1990) Limited in the  
presence of:-



Witness

**SIGNED** on behalf of the  
Barclays Private Clients  
International Limited in the  
presence of:-



Witness

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