

In the Royal Court of Jersey

Samedi Division

In the year two thousand and eighteen, the second day of February.

Before the Judicial Greffier.

Upon the application of Her Majesty's Attorney General, IT IS ORDERED that the Planning Obligation Agreement between (i) The Chief Officer for the Environment and (ii) Richard Orman Matlock and Sarah Matlock, née Mountfield in relation to La Petite Robeline, La Rue des Bonnes Femmes, La Verte Rue, St Ouen, be registered in the Public Registry of this Island.


Greffier Substitute

LOD

Reg. Pub.

Planning Obligation Agreement under Article 25 of the Planning and Building (Jersey)

Law 2002

relating to the development of La Petite Robeline, La Rue des Bonnes Femmes, La Verte Rue, St Ouen, JE3 2ET

Dated 30TH JANUARY 2018

The Chief Officer for the Environment (1)

Richard Orman Matlock and Sarah Matlock née Mountfield (2)

DATE

2017

PARTIES

- (1) The Chief Officer for the Environment of States Offices, South Hill, St Helier, Jersey JE2 4US ("**the Chief Officer**");
- (2) Richard Orman Matlock and Sarah Matlock née Mountfield of La Petite Robeline, La Rue des Bonnes Femmes, La Verte Rue, St Ouen, JE3 2ET ("**the Owners**")

RECITALS

- 1 The Owners warrant that they are the owner in perpetuity (*à fin d'héritage*) as to the Site by virtue of contract of sale cession and transfer with Kathryn Elaine Noel Lyster-Binns as Tutrice of Philip Baigent passed before the Royal Court on 7 January 2000.
- 2 The Applicant Company submitted an application (accorded the reference P/2017/0138) for outline planning permission for the Development.
- 3 Mr & Mrs Matlock are the beneficial owners of the Applicant Company.
- 4 Pursuant to Article 9(5)(b) of the Law the Chief Officer referred the application for the Development to the Planning Committee for determination by that Committee.
- 5 Having regard to the purposes of the Law the Island Plan 2011 and all other material considerations the Planning Committee at its meeting on 21 September 2017 resolved to approve the grant of planning permission for the Development subject to the prior completion of this Agreement to secure the obligations that the new commercial shed is to be made personal for the use of the Applicant Company, in connection with their cider production business operating out of La Petite Robeline and that in the event that cider production ceases at the property, the shed (including any foundations) shall be removed from the site.
- 6 The parties hereto have agreed to enter into this Agreement in order to secure the planning obligations contained herein.
- 7 The parties acknowledge that this Agreement is legally binding.
- 8 This Agreement shall be construed so as to give effect to the purpose and intention of the Law.

NOW THIS AGREEMENT WITNESSES AS FOLLOWS:

OPERATIVE PART

1 DEFINITIONS

For the purposes of this Agreement the following expressions shall have the following meanings:

"Agreement"		this agreement including the recitals and schedules hereto;
"Applicant Company"		La Robeline Cider Company Limited (Regn No 90240) of La Petit Robeline La Rue Des Bonnes Femmes St Ouen Jersey JE3 2ET
"Application"		the application for planning permission in respect of the Site and described as "Construct shed to South of site for cider processing." and given the reference P/2017/0138;
"Chief Officer"		the person appointed from time to time as the chief executive officer (or equivalent) of the administration of the States department responsible for planning and building in accordance with Article 1 of the Law;
"Cider Shed"		The shed to be erected under the Planning Permit as shown on drawing 04A attached at the First Schedule to this Agreement
"Commencement"		the date on which any operation forming part of the Development permitted by the Planning Permit or any subsequent planning permission for the Development begins to be carried out, and "Commence" and "Commenced" shall be construed accordingly;
"Development"		the development of the Site as set out in the Application;
"Island Plan 2011"		The States of Jersey Island Plan, 2011 (as amended from time to time);
"Law"		the Planning and Building (Jersey) Law

	2002;
"Mr & Mrs Matlock"	Richard Orman Matlock and Sarah Matlock née Mountfield
"Occupation, Occupy and Occupied"	occupation for the purposes and use permitted by the Planning Permit (as a cider brewing place) but not including occupation by personnel engaged in demolition, site clearance, construction, fitting out or decoration or occupation for marketing or display or occupation in relation to security operations;
"Plan"	the plan of the Site numbered 1 attached at the First Schedule to this Agreement;
"Planning Permit"	the planning permission for the Development granted by the Chief Officer pursuant to the Application, a copy of which is attached at the Second Schedule which said permission is granted subject to the subsequent approval of the Reserved Matters and references to the Planning Permit include where the context permits any variations to the said planning permission from time to time;
"Royal Court"	the Royal Court of the Island of Jersey;
"Site"	La Petite Robeline, La Rue des Bonnes Femmes, La Verte Rue, St Ouen, JE3 2ET, the whole as shown for the purpose of identification hatched black on the Plan;

2 CONSTRUCTION OF THIS AGREEMENT

- 2.1 Where in this Agreement reference is made to any clause, paragraph or schedule or recital such reference (unless the context otherwise requires) is a reference to a clause, paragraph or schedule or recital in this Agreement.

- 2.2 Words importing the singular meaning where the context so admits include the plural meaning and vice versa.
- 2.3 Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed interchangeably in that manner.
- 2.4 Wherever there is more than one person named as a party and where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and against each individually unless there is an express provision otherwise.
- 2.5 Any reference to a law of the States of Jersey shall include any modification, extension or re-enactment of that law for the time being in force and shall include all instruments, orders, plans, regulations, permissions and directions for the time being made, issued or given under that Law or deriving validity from it.
- 2.6 References to any party to this Agreement shall include the successors in title to that party and to any deriving title through or under that party and in the case of the Chief Officer the successors to his statutory functions.
- 2.7 This Agreement shall be construed so as to give effect to the purpose of the Law.

3 LEGAL BASIS

- 3.1 This Agreement is made pursuant to Article 25 of the Law.
- 3.2 The covenants, restrictions and requirements imposed upon the Owners under this Agreement create planning obligations pursuant to Article 25 of the Law and are enforceable by the Chief Officer against the Owners.

4 CONDITIONALITY

This Agreement is conditional upon

- (i) the grant of the Planning Permit; and
- (ii) the Commencement of Development,

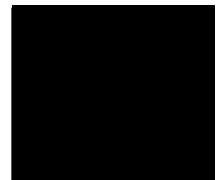
save for any relevant provision which shall come into effect immediately upon the date on which this Agreement has been recorded as registered in the Royal Court as evidenced by an Act of the said Court.

5 OWNERS COVENANTS

The Owners covenant and agree with the Chief Officer as set out in the Third Schedule so that this Agreement shall be enforceable without limit of time against the Owners and any person claiming or deriving title through or under the Owners to the Site or any part or parts thereof.

6 PUBLIC REGISTRY OF CONTRACTS

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



7. MISCELLANEOUS

- 7.1 Where the agreement, approval, consent or expression of satisfaction is required by the Owners from the Chief Officer under the terms of this Agreement such agreement, approval or consent or expression of satisfaction shall not be unreasonably withheld or delayed and any such agreement, consent, approval or expression of satisfaction may be given on behalf of the Chief Officer by the Director - Development Control of Planning and notice or communication to the Chief Officer pursuant to the provisions of this Agreement shall be addressed to the Director - Development Control of Planning at Planning and Building Services South Hill St Helier Jersey JE2 4US or as otherwise notified for the purpose by notice in writing.
- 7.2 Any notices on the Owners shall be deemed to have been properly served if sent by ordinary post to and addressed to such party at the address referred to above or as otherwise notified for the purpose by notice in writing.
- 7.3 Insofar as any clause or clauses of this Agreement are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Agreement.
- 7.4 This 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 Commencement of Development.
- 7.5 No person shall be liable for any breach of any of the planning obligations or other provisions of this Agreement after it shall have parted with its entire interest in the Site but without prejudice to liability for any subsisting breach arising prior to parting with such interest.
- 7.6 Nothing in this Agreement shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Planning Permit) granted (whether or not on appeal) after the date of this Agreement.
- 7.7 Except in so far as legally or equitably permitted this Agreement shall not prejudice or fetter or affect any statutory power discretion or duty of the Chief Officer and without prejudice to the generality of the foregoing it is agreed between the parties hereto that any benefit or power conferred on the Chief Officer by any of the obligations or covenants by the Owners in favour of the Chief Officer under this Agreement are in addition to any of the Chief Officer's statutory powers under the Law.
- 7.8 Nothing contained herein shall be construed as obviating the need for the Owners to obtain or acquire from any third party with respect to the Development or its use any consents permits authorisations rights interests in land or servitudes.
- 7.9 Nothing in this Agreement shall be construed or interpreted in such a way or inference to be drawn so as to place or create a duty of care upon the Chief

Officer as a result of the Chief Officer agreeing to accept the covenants agreements and undertakings on the part of the Owners as contained herein.

- 7.10 The Owners shall not be entitled to any costs or compensation as a result of the making of this Agreement and the obligations contained herein.
- 7.11 All communications and notices served or made under this Agreement shall be in writing.

8 WAIVER

No waiver (whether expressed or implied) by the Chief Officer of any breach or default in performing or observing any of the covenants terms or conditions of this Agreement shall constitute a continuing waiver and no such waiver shall prevent the Chief Officer from enforcing any of the relevant terms or conditions or from acting upon any subsequent breach or default.

9 CHANGE IN OWNERSHIP

The Owners agree with the Chief Officer to give the Chief Officer written notice (as soon as reasonably practical following such change) of any change in legal ownership of the Site occurring before all the obligations under this Agreement have been discharged.

10 DISPUTE RESOLUTION

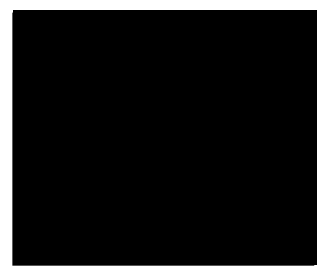
In the event that any dispute shall arise in respect of any provision of this Agreement it shall be referred if not resolved within seven working days to the arbitration of an independent arbitrator under the provisions of the Arbitration (Jersey) Law 1998 such arbitrator to be named by the agreement of the parties to the dispute or in default of agreement by the President for the time being of the Royal Institution of Arbitrators upon the application of any party to the dispute.

11 GOODS AND SERVICES TAX

- 11.1 All *cause* given in accordance with the terms of this Agreement shall be exclusive of any GST properly payable in respect thereof.
- 11.2 If at any time GST is or becomes chargeable in respect of any supply made in accordance with the terms of this Agreement then to the extent that GST had not previously been charged in respect of that supply the person making the supply shall have the right to issue a GST invoice to the person to whom the supply was made and the GST shall be paid accordingly.

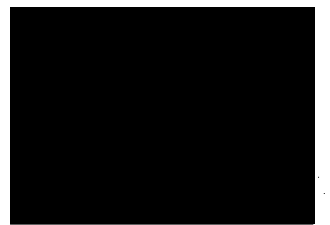
12 JURISDICTION

This Agreement is governed by and interpreted in accordance with the law of the Island of Jersey.




FIRST SCHEDULE

Plans



1





 States of Jersey



© STATES OF JERSEY PLANNING & ENVIRONMENT DEPARTMENT

29 December 2016
 Scale: 1:2500
 mapinfo@perry.nj

THIS DRAWING IS NOT A SPECIFICATION
 THE DRAWING IS FOR INFORMATION
 PURPOSES ONLY. THE CONTRACTOR
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J.S. CANNON & CO. LTD.
 ARCHITECTS & PROPERTY CONSULTANTS

Site address:
 LA BELLE BOULANGERIE
 LA BELLE BOULANGERIE
 ST CROIX
 DEVAUDOURN
 PROPOSED THREE OVER SHEDS

Client:
 Mr & Mrs S. BENTLEY

Date:
 SEP. 2018

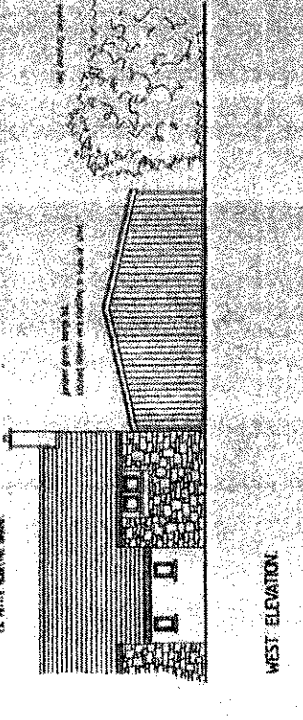
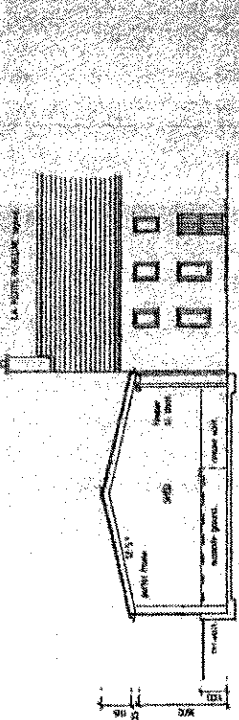
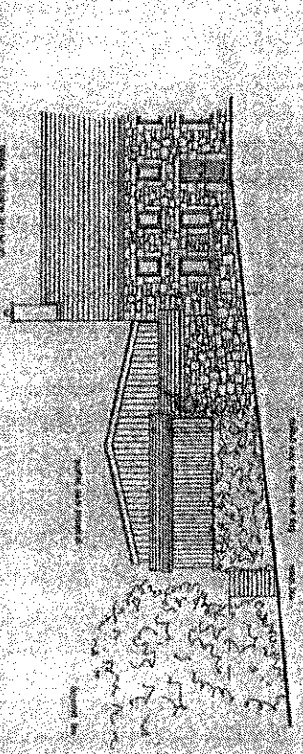
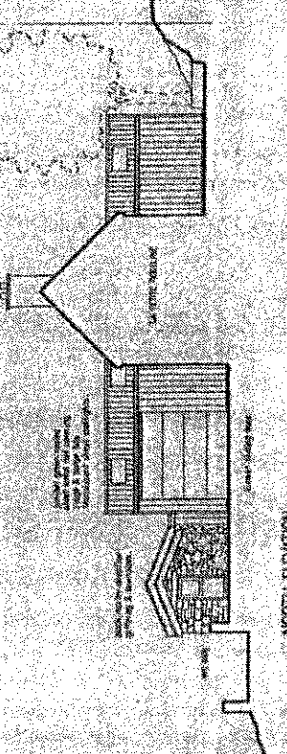
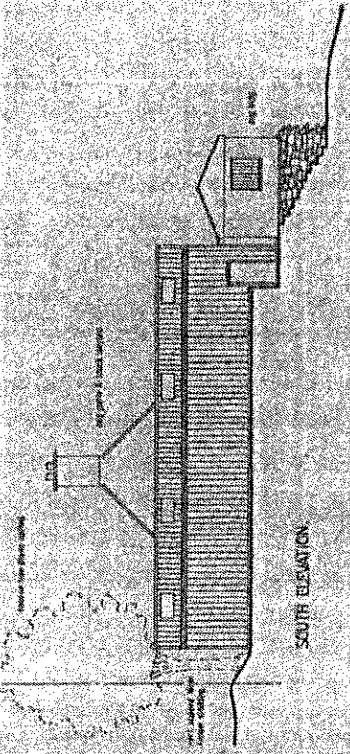
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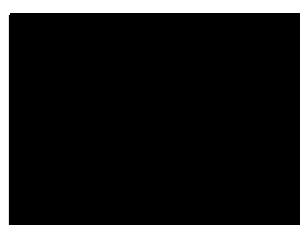
Drawing no.:

04 section/elevations



Note:
 1. All elevations are based on the existing site.
 2. All dimensions are in millimeters.

SECOND SCHEDULE
The Planning Permit



Planning Application Number P/2017/0138

Decision Notice

PLANNING AND BUILDING (JERSEY) LAW 2002

In accordance with Article 19(8) of the Planning and Building Law 2002, as representations were made in connection with this application, this decision shall not have effect during the period of 28 days immediately after the decision date.

This permission enures (unless otherwise stated) for the benefit of the land to which it relates and of each person for the time being having an estate or interest in that land.

This decision does not absolve the parties concerned from obtaining, nor does it overrule, any other permission that may be required under any other law. In addition, it does not overrule any private property rights, nor does it absolve the need to obtain the permission of the owner of the land to which this permission relates.

This is notification of the decision to GRANT permission to develop land under Article 19 of the Planning and Building (Jersey) Law 2002;

In respect of the following development:

Construct shed to south of site for cider processing.

To be carried out at:

La Petite Robeline, La Rue des Bonnes Femmes, St Ouen, JE3 2ET

REASON FOR APPROVAL: Permission has been granted having taken into account the relevant policies of the approved Island Plan, together with other relevant policies and all other material considerations, including the consultations and representations received.

This development is considered to be acceptable on the basis that it is an extension and consolidation of an existing and modest employment use on the site, which produces cider from apples grown on the island. Paragraph 5 of policy NE 7 states that such development may be acceptable as an exception to the presumption against development where specific tests are satisfied. The Committee considered that the building is well related to existing buildings on the site, does not lead to an unsatisfactory increase in noise, disturbance or vehicle movements, and does not cause serious harm to the landscape character. It therefore concluded that the development satisfies the requirements of policy NE 7.

The proposal has also been assessed as an agricultural business, to which Island Plan policy ERE 6 applies. The Committee considered that the

APPROVED

development will contribute to the viability of the agricultural industry, and noted that it was located within an existing group of buildings. The proposal will support the existing business operating from the site, thereby supporting the island's rural economy in line with the adopted Rural Economic Strategy. The site is also the applicants' home address, and it has been adequately demonstrated that the production of cider requires round-the-clock attention at certain periods in the process - thus, a new facility of this kind on another site would not offer the same benefits.

The impact on the setting of the Listed Building is considered to be acceptable when balanced against the benefits outlined above, and the proposed building would not have an unreasonable impact on any adjoining property.

Permission has therefore been granted on the basis of the specific nature of the business and the development, subject to appropriate conditions and a Planning Obligation Agreement to ensure that it is undertaken as presented.

Accordingly, on balance, the application is considered to be acceptable, having regard to the adopted 2011 Island Plan (revised 2014), in particular, taking into the following policies - SP 1 Spatial Strategy, SP 5 Economic Growth and diversification, GD 1 General Development Considerations, NE 7 Green Zone, HE 1 Protecting Listed Buildings and Places, ERE 2 Diversification of Agriculture and the Rural Economy, ERE 6 Agricultural Buildings, Extensions and Horticultural Structures, and LWM 2 Foul Sewerage Facilities.

This permission is granted subject to compliance with the following conditions and approved plan(s):

- A. The development shall commence within three years of the decision date.

Reason: The development to which this permission relates will need to be reconsidered in light of any material change in circumstance.

- B. The development hereby approved shall be carried out entirely in accordance with the plans, drawings, written details and documents which form part of this permission.

Reason: To ensure that the development is carried out and completed in accordance with the details approved.

Condition(s):

1. Notwithstanding any information contained within the approved plans and other documents, work shall not commence on site until there has been submitted to, and agreed in writing by, the Department of the Environment, a set of plans containing fully annotated and detailed construction details (including foundations), of the new building. These details must demonstrate how the building would be able to be dismantled and removed from the site, without causing harm to the Listed building, in the event that this is required (pursuant to the terms of the Planning Obligation Agreement being entered into).

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2. Prior to their first use on site, samples of all external materials to be used (including any hard landscaping materials) shall be submitted to and approved in writing by the Department of the Environment. The approved materials shall be implemented in full and thereafter retained as such.
3. Prior to commencement of the development hereby approved, a scheme of landscaping shall be submitted to and approved in writing by the Department of the Environment. The scheme of landscaping shall provide details of the following:
 - a) all existing trees, hedgerows and other plants, walls, fences and other features which it is proposed to retain on the site;
 - b) the position of all new trees and/or shrubs, this must include the species of plant(s)/tree(s) to be planted, their size, number and spacing and the means to be used to support and protect them;
 - c) other landscape treatments to be carried out including any excavation works, surfacing treatments, or means of enclosure;
 - d) the measures to be taken to protect existing trees and shrubs;
 - e) the presence of any invasive plant species on site, and if present, a detailed method statement for the removal and long-term management/ eradication of the species; and,
 - f) a landscape management plan for the maintenance of the landscaped areas.

Once agreed, the approved scheme shall be implemented in full and thereafter retained and maintained as such.

Reason(s):

1. To demonstrate that the new building is able to be dismantled and removed from the site with relative ease (should this be required), with reference to Policies GD 1, HE 1 & NE 7 of the adopted 2011 Island Plan (Revised 2014).
2. To promote good design and to safeguard the character and appearance of the surrounding area, in accordance with Policies GD 1 and NE 7 of the adopted Island Plan 2011 (Revised 2014).
3. To safeguard the character and appearance of the area in accordance with Policies GD 1, NE 1, NE 2 and NE 4 of the adopted Island Plan 2011 (Revised 2014).

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FOR YOUR INFORMATION

The approved plans can be viewed on the Planning Register at www.gov.ie/planning

The following plan(s) has/have been approved:

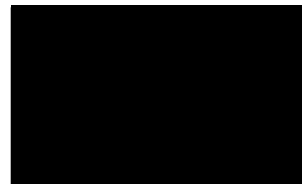
Location Plan
Planning and Design Statement
01 B – Survey Drawing – floor / site plan
04 A – Proposed section / elevations
04 B – Proposed section / elevations
05 C – Proposed ground floor / site plan
06 B – Proposed site plan

DECISION DATE: xx/xx/xxxx

The development may also require building permission, for which a separate application will need to be made. If you are in any doubt as to whether building permission is required please telephone the Building Applications Team on 448407.

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THIRD SCHEDULE**The Owners Covenants with the Chief Officer**

The Owners covenant, agree and undertake:

- 1 Not to Commence the Development until the Owners have given to the Chief Officer not less than twenty-eight (28) days' notice in writing of its intention so to do.
- 2 That the Occupation of the Cider Shed within the Development shall be limited to the Applicant Company.
- 3 Should the Cider Shed cease to be Occupied by the Applicant Company the use permitted by the Planning Permit shall cease and the Cider Shed (including any foundations) and all materials and equipment brought onto the Site in connection with the use shall be removed. Within three months of that time the land shall be restored in accordance with a scheme previously submitted to and approved in writing by the Chief Officer.
- 4 Should Mr & Mrs Matlock cease to be the registered shareholders of the paid up share capital in the Applicant Company or cease to be the beneficial owners of the Applicant Company the use permitted by the Planning Permit shall cease and the Cider Shed (including any foundations) and all materials and equipment brought onto the Site in connection with the use shall be removed. Within three months of that time the land shall be restored in accordance with a scheme previously submitted to and approved in writing by the Chief Officer.

Signed on behalf of the Chief Officer:

[Redacted Signature]

PETER LE GREYLEY

Name and Position: (DIRECTOR)

in the presence of

[Redacted Signature]

LAWRENCE DAVIES

Name and Position: (PLANNER)

this 30TH day of January 2018

Signed by Richard Orman Matlock:

[Redacted Signature]

RICHARD ORMAN MATLOCK, DIRECTOR
LA ROSELINE CIOER CO LTD

in the presence [Redacted Signature]

Name and Position: STEPHANIE SALLONS, RETIRED (COURT TRANSCRIBER)

this 28rd day of January 2018

Signed by Sarah Matlock née Mounfield:

[Redacted Signature]

Name and Position: SARAH MATLOCK, DIRECTOR
LA ROSELINE CIOER CO LTD

in the presence of [Redacted Signature]

Name and Position: STEPHANIE SALLONS, RETIRED (COURT TRANSCRIBER)

this 23rd day of January 2018