

In the Royal Court of Jersey

Samedi Division

In the year two thousand and nineteen, the twenty-first day of May.

Before the Judicial Greffier.

Upon the application of Her Majesty's Attorney General, IT IS ORDERED that the Planning Obligation Agreement between The Chief Officer for the Environment and Naomi Gordon Dower, née Rice, Sarah Davina Sandi, née Rice and Philippa Claire Rice in relation to Egypte Farm, La Rue D'Egypte, Trinity, be registered in the Public Registry of this Island.



Greffier Substitute

LOD

Reg. Pub.

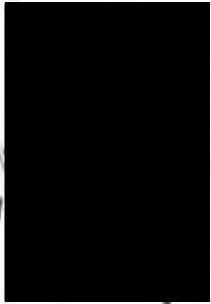
Planning Obligation Agreement under Article 25 of the Planning and Building (Jersey) Law 2002

relating to the development of 1 No. farmhouse to form 1 No. three bed dwelling and 1 No. outbuilding to form garage and store. Stabilise other buildings on site Egypt Farm, La Rue d'Egypte, Trinity

Dated

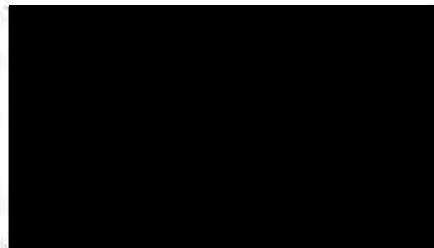
21st May

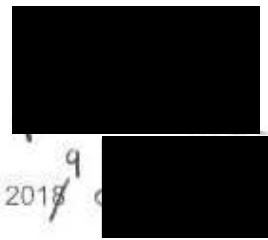
2017



The Chief Officer for the Environment (1)

Naomi Gordon Dower nee Rice, Sarah Davina Sandri nee Rice and Philippa Claire Rice (2)





DATE

21st May

2018/9

PARTIES

- (1) The Chief Officer for the Environment of States Offices, South Hill, St Heller, Jersey JE2 4US ("the Chief Officer");
- (2) Naomi Gordon Dower née Rice 44 Kingsview Estate, Miles Street Grahamstown 6139 South Africa and Sarah Davina Sandri née Rice 10 Phyllis Road, Upper Claremont, Cape Town 7708, South Africa and Philippa Claire Rice, PO Box 16032, Vlaeberg 8018, South Africa ("the Owners")

RECITALS

- 1 The Owners warrant that they are the owners in perpetuity (*à fin d'héritage*) as to the Site.
- 2 The Owners submitted an application (accorded the reference P/2015/0978) for planning permission for the Development.
- 3 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.
- 4 Having regard to the purposes of the Law the Island Plan 2011 and all other material considerations the Planning Committee at its meeting on 17 September 2015 resolved to approve the grant of planning permission for the Development subject to the prior completion of this Agreement to secure the obligations contained herein.
- 5 The parties hereto have agreed to enter into this Agreement in order to secure the planning obligations contained herein.
- 6 The parties acknowledge that this Agreement is legally binding.
- 7 This Agreement shall be construed so as to give effect to the purpose and intention of the Law.

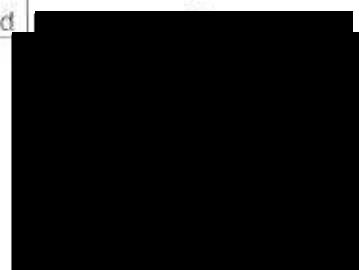
NOW THIS AGREEMENT WITNESSES AS FOLLOWS:

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



"Application"	the application for planning permission in respect of the Site and described as "1 No. farmhouse to form 1 No. three bed dwelling and 1 No. outbuilding to form garage and store. Stabilise other buildings on site." and given the reference P/2015/0978 ;
"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;
"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;
"Curtilage of the Dwelling Unit "	That area of land attached to the Dwelling Unit and shown hatched black on Drawing 134/1/100 attached at the First Schedule to this Agreement and being the area of land that may be used for purposes incidental to the enjoyment of the dwelling-house as such
" Demarcation Feature "	means a wall, fence, hedge, barque, boundary stone or any other physical feature defining a boundary of the Dwelling Unit (or of any part of it);
"Development"	the development of the Site as set out in the Application;
" Dwelling Unit "	means the dwelling-house together with garage (identified on Drawing 134/1/07B in the First Schedule to this Agreement as Building A rebuilt and Garage E

	respectively) forming part of the Development to be constructed pursuant to the Planning Permit
"Extant Ruins"	Means those buildings and structures identified and annotated on Drawing 134/1/07B in the First Schedule to this Agreement as Ruin B stabilised, Existing ruins of Building C stabilised, Existing ruins of Building D stabilised and Existing pigsties stabilised which said buildings and structures were destroyed by the action of occupying enemy forces ;
"Island Plan 2011"	The States of Jersey Island Plan, 2011 (as amended from time to time);
"Law"	the Planning and Building (Jersey) Law 2002;
"Occupation, Occupy and Occupied"	occupation for the purposes permitted by the Planning Permit 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 marked Location Plan 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 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"	The western part of Egypte Farm, La Rue d'Egypte , Trinity edged by a thick black line 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 Owner under this Agreement create planning obligations pursuant to Article 25 of the Law and are enforceable by the Chief Officer against the Owner.

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 OWNER COVENANTS

- 5.1 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.
- 5.2 The Owners hereby surrender abandon and relinquish without claiming any compensation all and any land use planning rights conferred that may flow from the Extant Ruins.

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 Owner 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 Heller Jersey JE2 4US or as otherwise notified for the purpose by notice in writing.
- 7.2 Any notices on the Owner 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 Owner) 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 Owner 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 Owner 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 Owner as contained herein.
- 7.10 The Owner 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

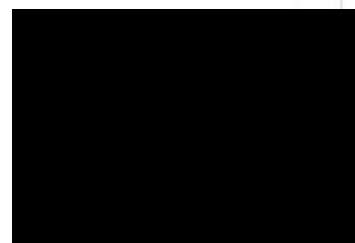
the Royal Institution of Arbitrators upon the application of any party to the dispute.

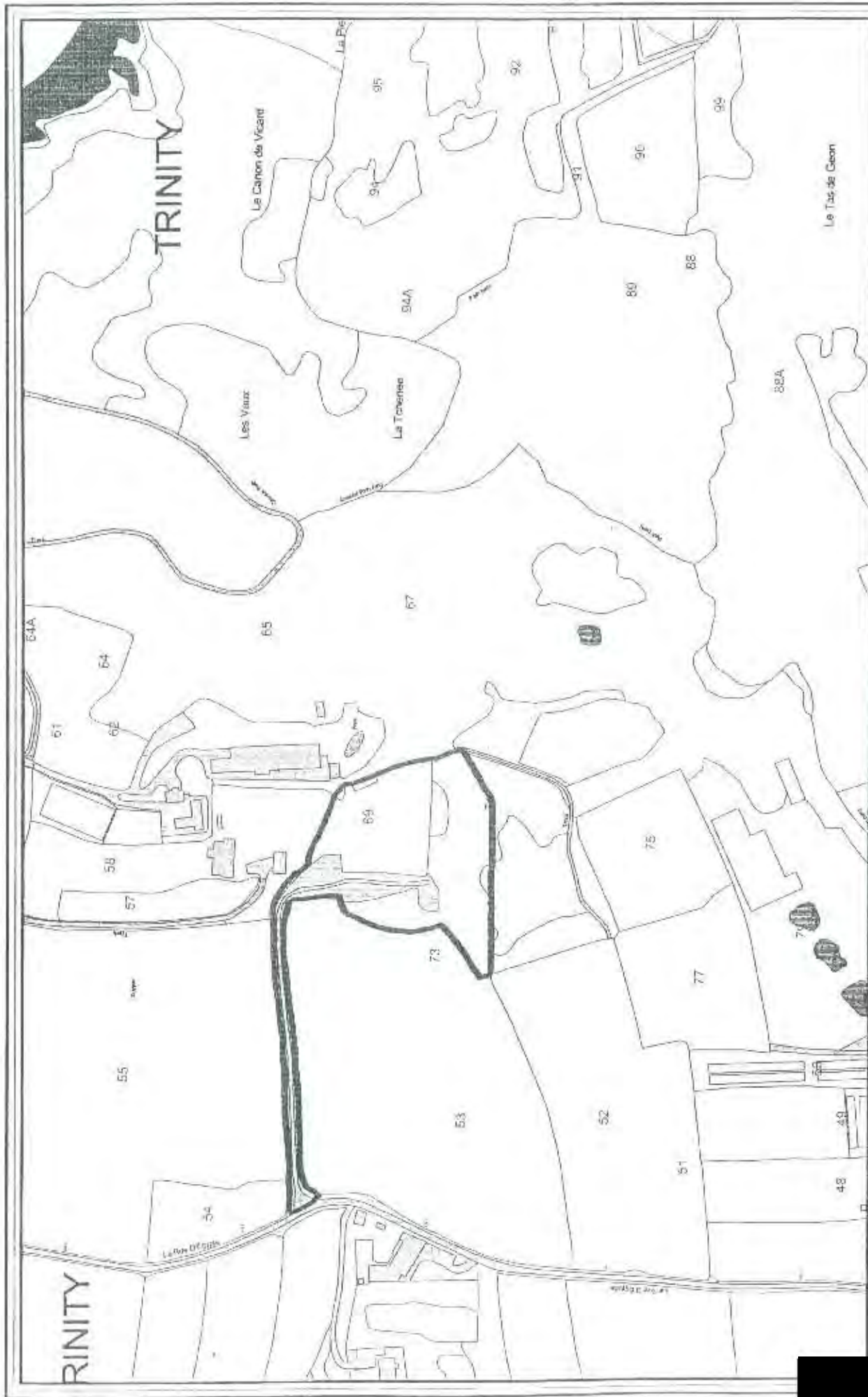
11 JURISDICTION

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

FIRST SCHEDULE

The Plans

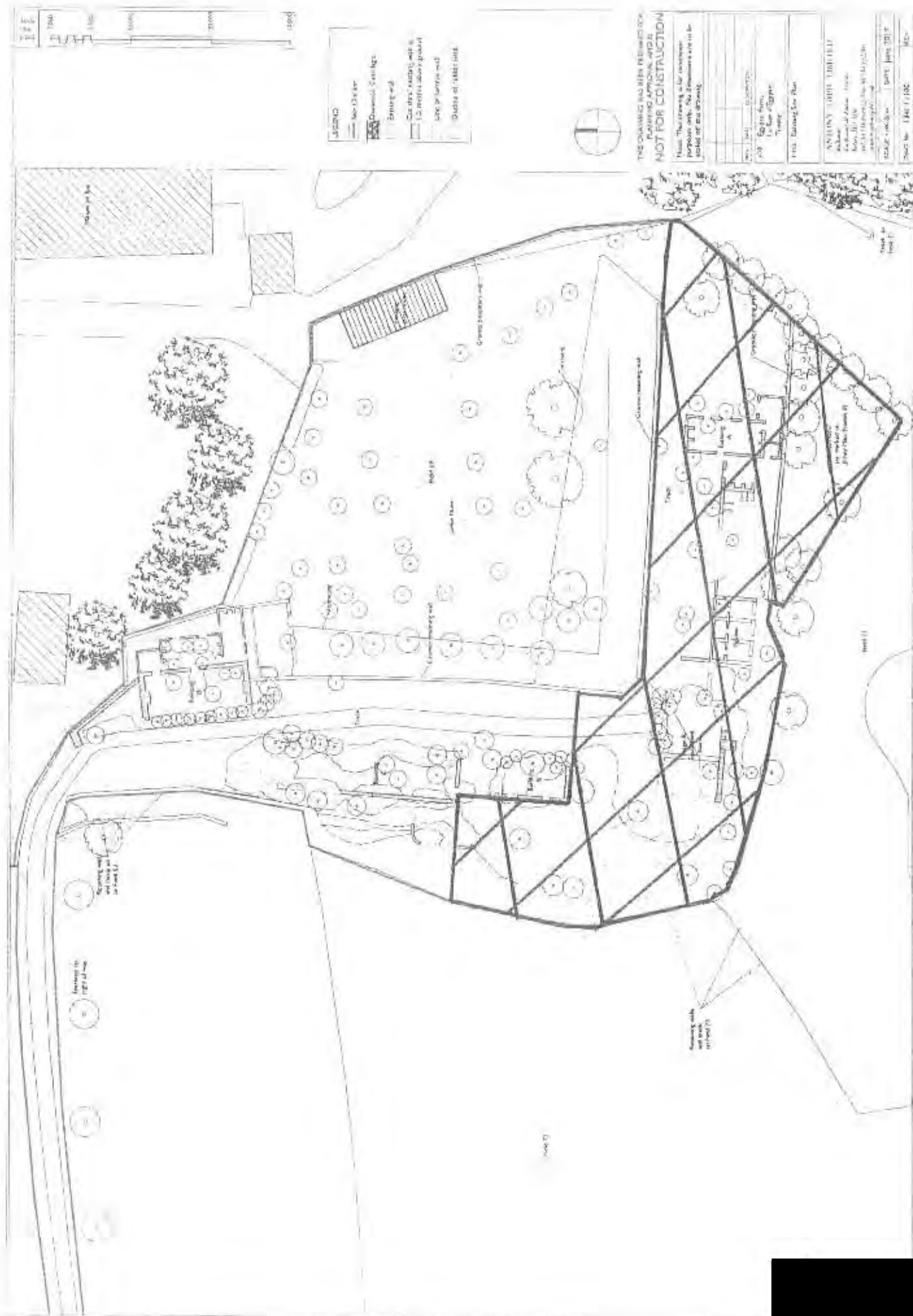




Location Plan

Scale: 1:2500
Date: 05/08/14

9/14/14
9/14/14
Jersey
COUNTY OF JERSEY 2015





LEGEND

- Reinforced Concrete
- Natural Clay Brick
- Single wall gable end pitched access road
- Carriage

THE DRAWINGS ARE HEREBY REFERRED TO AS PERMITTED APPROVALS AND ARE NOT FOR CONSTRUCTION

General Note: The project is for reference purposes only. No reliance should be placed on these drawings.

DATE: 13/05/2015

SCALE: 1:500

DATE: 13/05/2015

SCALE: 1:500

DATE: 13/05/2015

SCALE: 1:500

ANTHONY GIBB LIMITED
 Architects
 25 BROADWAY
 SYDNEY NSW 2009
 AUSTRALIA
 PH: +61 (0)2 9230 9000
 WWW.AG.LTD.AU

ANTHONY GIBB LIMITED
 25 BROADWAY
 SYDNEY NSW 2009
 AUSTRALIA
 PH: +61 (0)2 9230 9000
 WWW.AG.LTD.AU

DATE: 13/05/2015

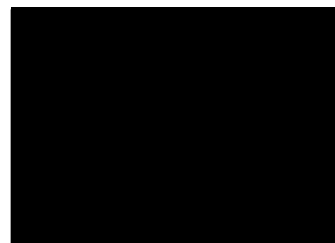
SCALE: 1:500

DATE: 13/05/2015

SCALE: 1:500

SECOND SCHEDULE

The Planning Permit



Department of the Environment
Planning and Building Services
 South Hill
 St Helier, Jersey, JE2 4US
 Tel: +44 (0)1534 445508



Planning Application Number P/2015/0978

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:

Reconstruct 1 No. farmhouse to form 1 No. three bed dwelling and 1 No. outbuilding to form garage and store. Stabilise other buildings on site.

To be carried out at:

Egypt Farm, La Rue d'Egypte, Trinity.

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.

It is considered that the grant of permission as a suitable exception to Policy NE6 of the Adopted Island Plan 2011 (Revised 2014) is justified in this instance having regard to all the circumstances of the case, in particular having regard to the extraordinary circumstances which resulted in the site falling into ruins and the circumstances which prevented the applicants from rebuilding Egypte Farm sooner.

Furthermore the residential use of the site is not considered to have been abandoned by virtue of the planning history on the site; links the applicants have maintained with the Island through the continuation of

APPROVED

Decision Notice

PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2015/0978

rates payments and by maintaining ownership for such a long period of time.

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 the provisions of the Planning and Building (General Development) (Jersey) Order 2011, or any amendment to or replacement of that order, no works involving the erection of a building, extension, structure, gate, wall, fence or other means of enclosure, conversion of garages or lofts nor the introduction of any hard standing to any ground surface (other than those shown on the drawings approved with this permission) is permitted without the prior written approval of the Department of the Environment.
2. No part of the development hereby permitted shall be begun until a scheme of landscaping has been submitted to and approved in writing by the Department of the Environment. The scheme of landscaping shall provide details of the following:
 - i) all existing trees, hedgerows and other plants, walls, fences and other features which it is proposed to retain on the site;
 - ii) 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;
 - iii) other landscape treatments to be carried out including any excavation works, surfacing treatments, or means of enclosure;
 - iv) the measures to be taken to protect existing trees and shrubs;
 - v) 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,
 - vi) A landscape management plan for the maintenance of the landscaped areas.

Once agreed, the approved scheme shall be implemented in full and thereafter

APPROVED

Decision Notice

PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2015/0978

retained as such.

3. No part of the development hereby approved shall be occupied until all hard and soft landscape works as indicated on the approved plan have been carried out in full. Following completion, the landscaping areas shall be thereafter retained as such.

4. Prior to commencement of the development hereby approved, a Demolition/Construction Environmental Management Plan shall be submitted to and approved by the Department of the Environment. The Demolition/Construction Environmental Management Plan shall be thereafter implemented in full until the completion of the development and any variations agreed in writing by the Department prior to such work commencing. The Plan shall secure an implementation programme of mitigation measures to minimise the adverse effects of the proposal on the environment, and shall include but not be limited to:

- A. A demonstration of compliance with best practice in controlling, monitoring, recording and reporting on any emissions to the environment (such as noise and vibration, air, land and water pollution);
- B. Details of a publicised complaints procedure, including office hours and out of hours contact numbers;
- C. Details of any proposed crushing/ sorting of waste material on site;
- D. Specified hours of working;

5. No part of the development hereby approved shall be occupied until the means of VEHICULAR access as indicated on the approved plan has been wholly constructed in accordance with the approved plans and shall thereafter be as such.

6. No part of the development hereby approved shall be occupied until the packaged treatment plant is installed and made operational in accordance with the manufacturer's recommendations, and that the development is connected to the system and thereafter be retained as such. The system shall be serviced and maintained annually as set out in the approved Maintenance Plan.

7. For the avoidance of doubt, the only land designated as domestic curtilage is set out on approved drawing 134/1/100

8. No part of the reconstruction of the farmhouse or creation of the garage hereby permitted shall be begun until the ruins of buildings B, C and D have been stabilised. Thereafter the stabilised ruins shall be retained as such.

Reason(s):

1. The prominence, isolated location and siting in the Coastal National Park which is afforded the highest level of protection is considered to require

Decision Notice

PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2015/0978

additional controls to safeguard the character and visual amenities of the area in accordance with Policy GD1 and NE6 of the Adopted Island Plan 2011 (Revised 2014).

2. To safeguard the character and appearance of the area in accordance with Policies GD1, NE1, NE2 and NE4 of the Adopted Island Plan 2011 (Revised 2014).

3. To ensure that the benefits of the approved landscaping scheme are carried out and completed, making a positive contribution to the amenities of the site in accordance with Policies GD1, GD7, NE1, NE2 and NE4 of the Adopted Island Plan 2011 (Revised 2014).

4. To ensure the development does not have an adverse impact on public health or the wider environment, in accordance with Policies GD1, GD6 and WM1 of the Adopted Island Plan 2011 (Revised 2014).

5. In the interests of highway safety, in accordance with Policy GD1 of the Adopted Island Plan 2011 (Revised 2014).

6. To ensure that the packaged sewage treatment plant will be properly installed and maintained so as to avoid pollution of the aquatic environment, including surface water and ground water, in accordance with Policies NR1 and LWM2 of the Adopted Island Plan 2011 (Revised 2014).

7. To safeguard the character and appearance of the area in accordance with Policies GD1 and NE6 of the Adopted Island Plan 2011 (Revised 2014).

8. To protect the amenities of the occupiers of neighbouring properties and the visual amenities of the surrounding area, in accordance with Policies GD1 and NE6 of the Adopted Island Plan 2011 (Revised 2014).

FOR YOUR INFORMATION

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

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

Location Plan

Proposed Site Plan 07B

Proposed Floor Plans 8B

Proposed Elevations and Sections 9B

Landscaping Plan 06B

Domestic Curtilage 134/1/100

Design Statement

Fowl Sewer Assessment

APPROVED

DECISION DATE:

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.

APPROVED

CAUTION

This decision is purely permissive and in no way absolves 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 an applicant from the permission of the owner of the land to which a permission relates.

(P1; eP Ref no)

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

The Owner covenants, agrees and undertakes.

COMMENCEMENT

- 1 Not to Commence the Development until the Owner has given to the Chief Officer not less than twenty-eight (28) days' notice in writing of its intention so to do.

STABILISE RUINS

- 2 Not to Occupy the Dwelling Unit until such time as steps and works have been taken to secure the safety and stability of the Extant Ruins.
- 3 On Commencement of the Development all and any use rights attaching to all or any part of the Extant Ruins shall be deemed to have been irrevocably abandoned by the Owners.
- 4 On Commencement of the Development the Extant Ruins shall have or deemed to have a nil use.

DOMESTIC CURTILAGE

- 5 No part of the Site save for the Dwelling Unit and the Curtilage of the Dwelling Unit shall be used for any domestic or residential purpose (whether of a primary or an ancillary or incidental nature).
- 6 No Demarcation Feature of the Dwelling Unit or the Curtilage of the Dwelling Unit forming a boundary shall be moved, removed or replaced without the prior consent of the Chief Officer other than temporarily or in an emergency.
- 7 That the only dwelling to be established or built on the Site or any part thereof shall be the Dwelling Unit and there shall never be established or built on the Site or any part thereof any dwelling other than the Dwelling Unit.

Signed on behalf of the Chief Officer:

[Redacted signature]

Name and Position: PETER LE GRESELEY (DIRECTOR)

in the presence of [Redacted name]

Name and Position: Ginny Puffell (Senior Planner)

this 21st day of May 2019

Signed Naomi Gordon Dower née Rice:

[Redacted signature]

in the presence of

ROBERT FREDERICK KEEBLE, NOTARY PUBLIC

Name and Position

this 22 day of FEBRUARY 2018 2019

Signed Sarah Davina Sandri née Rice:

[Redacted signature]

in the presence of

[Redacted name]

Name and Position: MELANIE KILIAN, ATTORNEY NOTARY COMMISSIONER

this 21 day of FEBRUARY 2018 2019



[Redacted text]

[Redacted text]

MELANIE KILIAN
16TH FLOOR, SOUTH TOWER
THE TOWERS, HERTZOG BOULEVARD
HEERENGRACHT, CAPE TOWN
COMMISSIONER OF OATHS
PRACTISING ATTORNEY R.S.A.

Signed Philippa Claire Rice:

[Redacted signature]

in the presence of

[Redacted name]

Name and Position: MELANIE KILIAN, ATTORNEY NOTARY COMPTON

this 21 day of FEBRUARY 2018 [Redacted]

MELANIE KILIAN
16TH FLOOR, SOUTH TOWER
THE TOWERS, HERTZOG BOULEVARD
HEERENGRACHT, CAPE TOWN
COMMISSIONER OF OATHS
PRACTISING ATTORNEY R.S.A.



[Redacted signature]