

Planning Obligation Agreement

under Article 25 of the Planning and Building (Jersey) Law 2002 (as amended)

relating to the redevelopment of glasshouses on Fields G503, G503B, G504, G528B and
part of G529, and associated development, at

Fauvic Nurseries, La Rue de Fauvic, Grouville JE3 9SH

Dated: 7 November 2023

2023

The Chief Officer for the Environment (1)

William Stanley Payn (2)

Grovida Property Jersey Limited (3)

DATE

2023

PARTIES

- (1) **The Chief Officer for the Environment** of PO Box 228, St Helier, Jersey JE4 9SS ("**the Chief Officer**"); and
- (2) **William Stanley Payn**, of Sunnyholme, La Rue au Long, Fauvic, Grouville, Jersey JE3 9SH ("**the Owner**");
- (3) **Grovida Property Jersey Limited**, incorporated and registered in Jersey, company number 137198, whose registered office is (care of Alex Picot Trust) at 6, Esplanade, 95 Halkett Place, St Helier, Jersey JE1 1BX ("**the Applicant**").

RECITALS

- 1 The Owner warrants that he is the owner of the Site and as described in the First Schedule.
- 2 On the 2nd February 2022, the Applicant applied for planning permission, reference P/2021/1988, for the redevelopment of land and buildings including disused glasshouses known as "Fauvic Nurseries" on Fields G503, G503B, G504, G528B and part of G529, and associated development. The redevelopment envisages the construction of a new building for agricultural purposes, parking provision, and a new energy centre, together with repurposing of a reservoir, links between existing glasshouses, security and landscaping ("the Application").
- 3 The Application was accompanied by a Transport Statement Report (December 2021) that assessed the transportation planning effects of the redevelopment against the Island Plan (2011) Policies SP6 (Reducing Dependence on the Car), TT8 (Access to public transport), and TT14 (Highway Improvements) and public transport services before making recommendations. Paragraph 2.6 evaluated Public Transport Services including by bus service and identified that there were 2 bus stops on La Rue de Fauvic but no shelter for the commuting public.
- 4 The Application was advertised and consultation responses included that of the Infrastructure Housing and Environment Transport Department which raised no objection to the Application, subject to provision of 2 bus shelters ceded to the public of Jersey.
- 5 In March 2022, the Bridging Island Plan (2022) was adopted as the Island Plan. Policies TT1 (Integrated safe and inclusive travel), TT2 (Active travel), and TT3 (bus service improvements) applied to the evaluation of the Application. The Application assessments were updated to effect the new Island Plan.
- 6 The Application was evaluated by Officers in an Officer's Report on the 9th March 2023 and a further Officer's Report on 5th October 2023. The Reports evaluated

the Transportation effect of the redevelopment on public transport and, to ensure integrated safe and inclusive travel under Policy TT1, and active travel under Policy TT2 envisaged the provision of bus shelters (one bus shelter using a negatively worded planning condition and one within the Nursey Site). The Report evaluated that the Application be Approved and conditional planning permission be granted, subject to a suitable planning obligation agreement to guarantee the installation on La Rue au Long in close proximity to Fauvic Nurseries of two bus shelters agreed by the Government of Jersey, to serve respectively east and west bound traffic along that highway. None of the conditions provide for bus shelters.

- 7 On 16th March 2023 and further on 12th October 2023, the Planning Committee considered and evaluated the Application, resolving to grant conditional planning permission, subject to a planning obligation agreement providing for a commuted sum for provision of 2 bus shelters close to Fauvic Nurseries.
- 8 Pursuant to Article 25(1) of the said Planning and Building (Jersey) Law 2002 (as amended), the parties hereto have agreed to enter into this Agreement in order to secure the planning obligations contained herein pursuant to the decision by the Planning Committee dated 12th October 2023.
- 9 The subject matter of each obligation satisfies the requirements of Article 25(5)(a) Planning and Building (Jersey) Law 2002 (as amended).
- 10 The parties agree that this Agreement is legally binding under the said Planning and Building (Jersey) Law 2002 (as amended), and is a planning obligation for the purposes of Article 25(5)(b) and (1) thereof.
- 11 This Agreement shall be construed so as to give effect to the purpose and intention of the said Planning and Building (Jersey) Law 2002 (as amended), as at 12th August 2022 and any future iteration or successor law of the same.

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"	Means this agreement including the recitals and schedules hereto;
"Option Agreement for Lease"	Means the Option Agreement for Lease dated 10 th January 2022 between the Owner and the Applicant for a lease of part of the Land;
"Applicant"	Means Grovida Property Jersey Limited (or such name by which the company may be described formally from time to time) incorporated and registered in Jersey, company number 137198, whose registered office is at (care of Alec Picot Trust) 6 The Esplanade, St Helier, Jersey JE1 1BX, and which company has entered into an Option Agreement for Lease dated 10 th January 2022 with the Owner in relation to part of the Land;
"Application"	<p>Means the application for planning permission, reference P/2021/1988, for development in relation the Land, and more particularly described in the said application as:</p> <p>"Demolish glasshouse block H, construct new building for agricultural use and create parking on Field No. G528B. Part demolish glasshouse block B on Field No. G529 to construct Energy Centre. Part demolish glasshouse D on Field No. G503 to repurpose existing reservoir. Construct extensions to link existing glasshouses. Install air handling equipment, perimeter fence and security infrastructure. Various landscaping alterations. AMENDED DESCRIPTION: Development for the purpose of cultivation of plants of the genus Cannabis, and the preparation for distribution comprising the drying of plants/flowers, storing and packaging. Demolish glasshouse block H, construct new building and create parking on Field No. G528B. Part demolish glasshouse block B on Field No. G529 to construct Energy Centre. Part demolish</p>

	glasshouse block D on Field No. G503 to repurpose existing reservoir. Construct extensions to link existing glasshouses. Install air handling equipment, perimeter fence and security infrastructure. Various landscaping alterations."
"Bus Shelters Commuted Sum"	Means a commuted sum of £29,383.50, calculated in accordance with Rows 1 and 2, page 7, of Appendix 2 to the Supplementary Planning Guidance: advice note, for the provision close to the Site of 2 No. bus shelters on the highway to provide shelter for the bus commuting public travelling to and from the Land;
"Chief Officer"	Means the person appointed from time to time as the chief executive officer (or equivalent) of the administration of the States responsible for planning and building in accordance with Article 1 of the Law;
"Commencement"	Means the date on which any material operation (as defined in Article 5(7) of the Law) forming part of the Development of any part of the extent of the Land permitted by the Planning Permit or any subsequent planning permission for the Development begins to be carried out other than (for the purposes of this Agreement and for no other purpose) operations consisting of site clearance, demolition work, archaeological investigations, investigations for the purpose of assessing ground conditions, remedial work in respect of any contamination or other adverse ground conditions, diversion and laying of services, erection of any temporary means of enclosure, the temporary display of site notices or advertisements and "Commence" and "Commenced" shall be construed accordingly";
"Covenantees"	Means the Owner and Applicant together, jointly and severally;
"Development"	Means the development of the Land as described in the Application;

"Index"		Means the All Items Index of Retail Prices for Jersey as issued from time to time by the Statistics Unit to the States of Jersey;
"Interest"		Means Interest at three (3) per cent above the base lending rate of the HSBC Bank Plc from time to time;
"Island Plan 2011"		Means the States of Jersey Island Plan, 2011 (as may be amended from time to time);
"Island Plan 2022-2025"		Means the Government of Jersey Island Plan, 2022 (adopted on 25 th March 2022) (as may be amended from time to time);
"the Land"		Means, for the purposes of Article 25(5)(c) of the Law, all of only those parts of the Site as are within the extent of the area outlined in red on Plan 2, which red outlined parts are envisaged to be developed for the Development pursuant to the Application;
"the Law"		Means the Planning and Building (Jersey) Law 2002 (as amended as at 12 August 2022) and as may be amended in future and any successor law thereto;
"Occupation, Occupy and Occupied"		Means occupation for the purposes permitted by the Planning Permit but not including occupation by personnel engaged in construction, fitting out or decoration or occupation for marketing or display or occupation in relation to security operations;
"Owner"		Means William Stanley Payn , of Sunnyholme, La Rue au Long, Fauvic, Grouville, Jersey JE3 9SH;
"Plan 1"		Means the plan identifying the Fields and parts of the Fields comprising the Site owned by the Owner.

"Plan 2 "	Means the plan, reference 4231 001, Rev P1, (dated November 2021) and entitled "Site Location Plan" identifying the Land outlined in red line;
"Planning Permit"	Means the planning permit for the Development, reference P/2021/1988, a copy of which is attached at the Third Schedule hereto;
"Royal Court"	Means the Royal Court of the Island of Jersey;
"Site"	Means the property known as Field references G503, G503B, G504 G528B and part of G529, as more particularly described in the First Schedule;
"Supplementary Planning Guidance: advice note"	Means the Supplementary Planning Guidance: advice note "Planning Obligation Agreements" (July 2017) made pursuant to Policy GD4 of the Island Plan 2011.

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 one gender include all 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 any 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 or the Minister the successors to their respective 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 Minister or Chief Officer against the Owner.

4 CONDITIONALITY

This Agreement is conditional and shall come into effect upon:

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

save for any relevant provision which shall come into effect immediately upon the event of (i) above.

5 COVENANTEES COVENANTS

The Covenantees jointly and severally covenant and agree with the Chief Officer as set out in the Fourth Schedule so that this Agreement shall be enforceable without limit of time against the Covenantees and any person claiming or deriving title through or under the same Owner to the Site or any part or parts thereof, save where a contract lease is granted under the Option Agreement for Lease, whereupon this Agreement shall be enforceable against the Applicant alone, then being the owner of an interest in land, for the period of such Lease and any person claiming or deriving title through or under the same Applicant.

6 CHIEF OFFICER'S COVENANTS

The Chief Officer covenants with the Covenantees as set out in the Fifth Schedule.

7 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.

8 MISCELLANEOUS

- 8.1 Where the agreement, approval, consent or expression of satisfaction is required by the Covenantees 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 at Planning and Building Services, La Motte Street, St Helier, Jersey or as otherwise notified for the purpose by notice in writing.
- 8.2 Any notices to the Covenantees 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.
- 8.3 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.
- 8.4 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.

- 8.5 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 interest in the Site but without prejudice to liability for any subsisting breach arising prior to parting with such interest.
- 8.6 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.
- 8.7 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 Minister or the Chief Officer by any of the obligations or covenants by the Owner and/or the Applicant in favour of the Minister or the Chief Officer under this Agreement are in addition to any of the Minister's or the Chief Officer's statutory powers under the Law.
- 8.8 Nothing contained herein shall be construed as obviating the need for the Applicant and/or 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.
- 8.9 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 Covenantees as contained herein.
- 8.10 The Covenantees shall not be entitled to any costs or compensation as a result of the making of this Agreement and the obligations contained herein save as set out in Clause 14.
- 8.11 All communications and notices served or made under this Agreement shall be in writing.

9 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.

10 CHANGE IN OWNERSHIP

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

11 INDEXATION

Any sum referred to in the Fourth Schedule shall be increased by an amount equivalent to the increase in the Index from (a_ the date on which the Planning Permit becomes capable of implementation following the elapse of the statutory period for the making of a third party appeal without any such appeal having been made or, if applicable, the final determination of any third party appeal until (b) until the date on which such sum is payable.

12 INTEREST

If any payment due under this Agreement is paid late, Interest will be payable from the date payment is due to the date of payment.

13 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 (7) 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.

14 INDEMNITY

The Applicant hereby indemnifies the Owner against all liabilities, proceedings, costs, claims demands and expenses incurred or to be incurred pursuant to and/or under or arising as a result of this Agreement and in respect of the reasonable and proper professional fees, costs and expenses incurred by the Landlord.

15 JURISDICTION

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

16 COUNTERPARTS

This Agreement may be executed in any number of counterparts by the parties hereto on different counterparts, but shall not be effective until each party has executed at least one counterpart and each counterpart shall constitute an original of this Agreement but all the counterparts shall together constitute one and the same Agreement.

FIRST SCHEDULE

Details of the Owner's Title and description of the Site

The Owner is the owner of all that immovable property known as Fauvic Nurseries (also known as "Fauvic Farm"), La Rue au Long, Grouville, JE3 9SH and comprising Field references G503, G503B, G504, G528B and part G529 to which the Owner has right amongst other realty pursuant to a contract of hereditary purchase dated 22nd January 1982 from William Bertrand Payn and as such Fields are identified for the purposes of identification only by those references on the screen shot of those Fields shown on Plan 1.

SECOND SCHEDULE

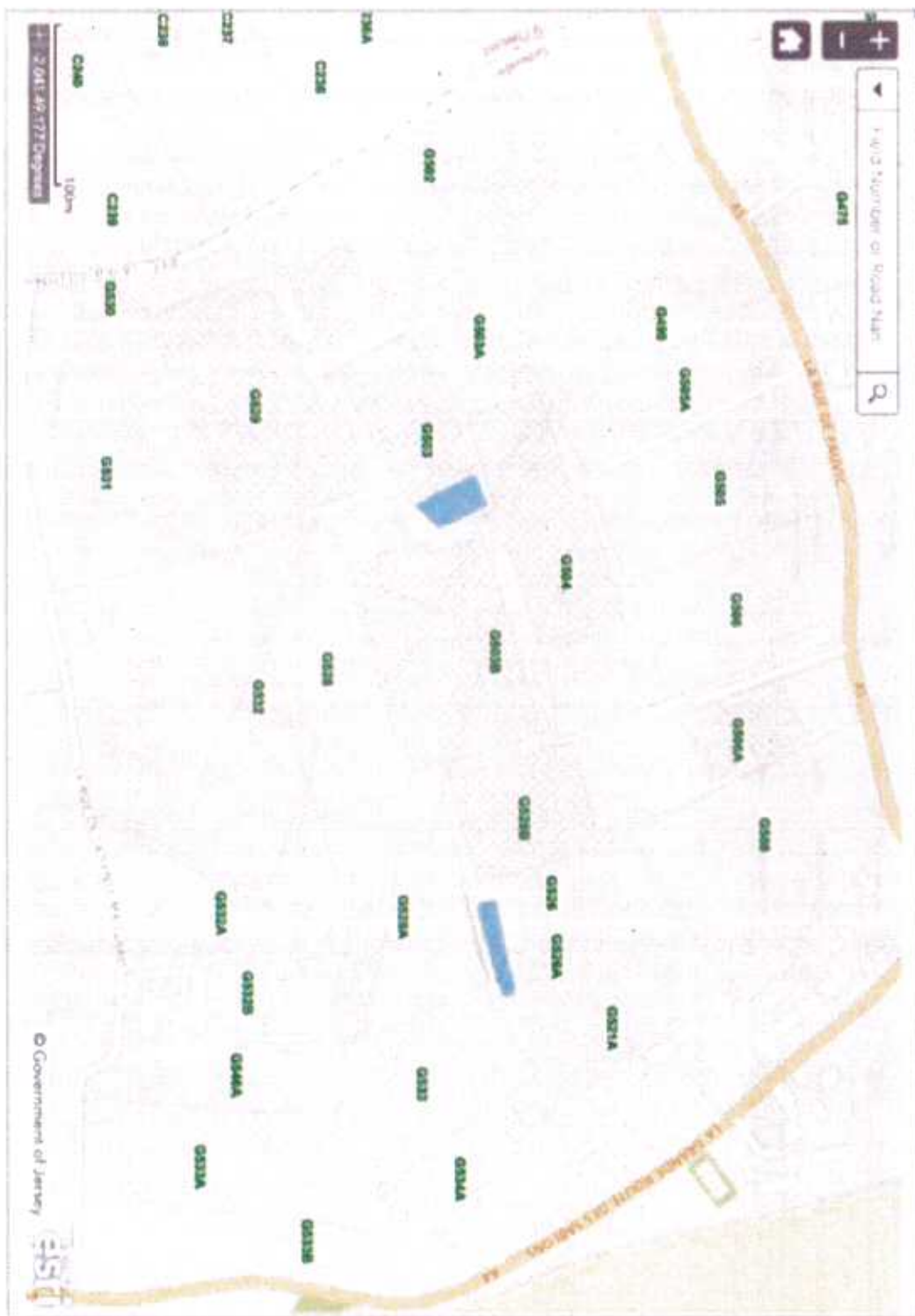
The Plans

The Plans are:

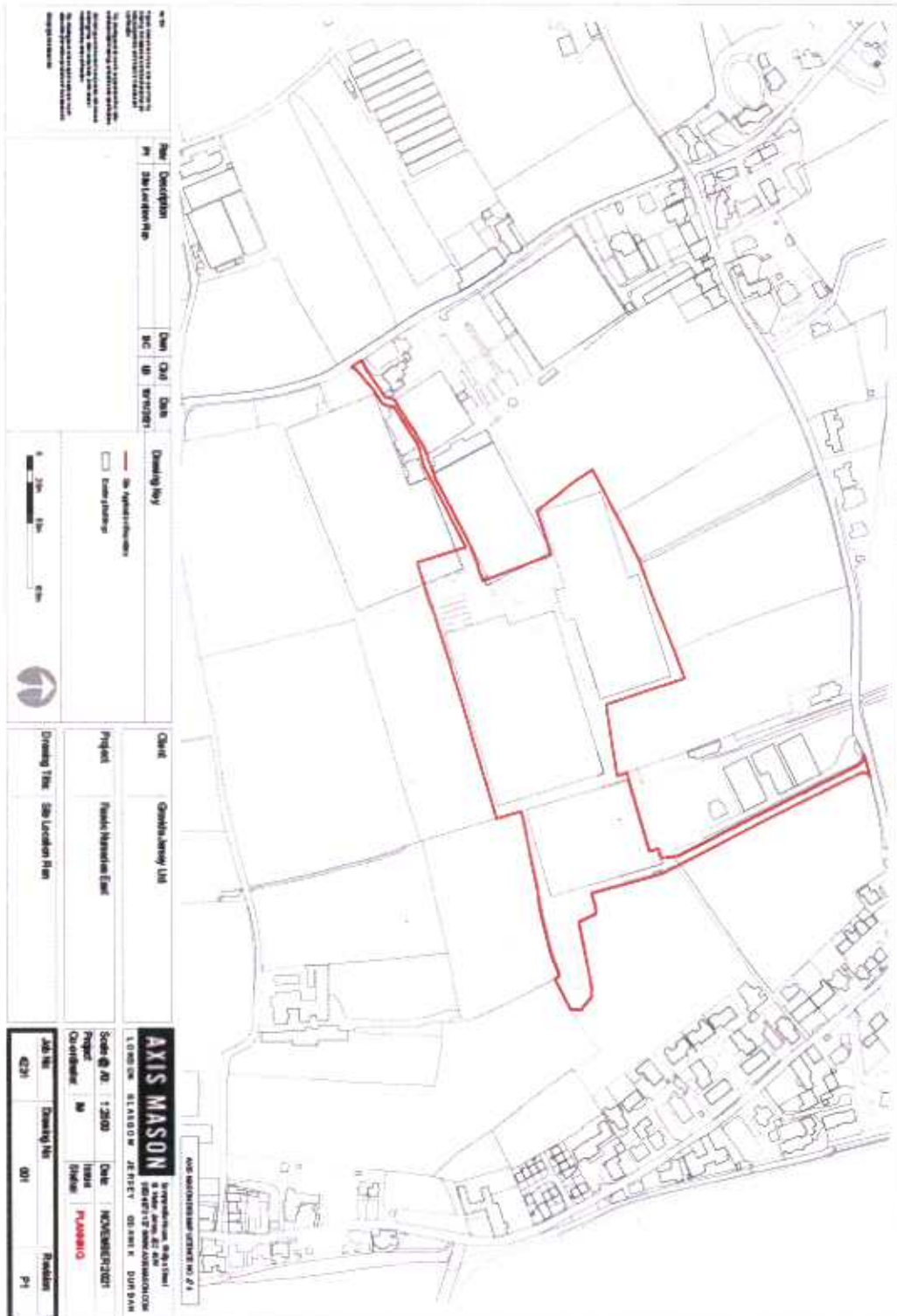
- a) **Plan 1 (Site):** a screenshot identifying Field references G503, G503B, G504, G528B and part of G529.
- b) **Plan 2 (Land):** a plan showing a red line around the existing of the Application Site, reference 4231 001, Rev P1, (dated November 2021) and entitled "Site Location Plan".

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Plan 1 (Site)



Plan 2 (Land)



<p>Rev Description M 24/10/2018</p>	<p>Rev Date M 24/10/2018</p>
<p>Rev Description M 24/10/2018</p>	<p>Rev Date M 24/10/2018</p>

<p>Client Greater London Authority</p>	<p>Project South Thames Gateway</p>
<p>Drawing Title Site Location Plan</p>	<p>Scale @ A0 1:2500</p> <p>Project M</p> <p>Client M</p> <p>Drawn P. GARDNER</p>

<p>AXIS MASON Engineering & Design 150, 152, 154, 156, 158, 160, 162, 164, 166, 168, 170, 172, 174, 176, 178, 180, 182, 184, 186, 188, 190, 192, 194, 196, 198, 200, 202, 204, 206, 208, 210, 212, 214, 216, 218, 220, 222, 224, 226, 228, 230, 232, 234, 236, 238, 240, 242, 244, 246, 248, 250, 252, 254, 256, 258, 260, 262, 264, 266, 268, 270, 272, 274, 276, 278, 280, 282, 284, 286, 288, 290, 292, 294, 296, 298, 300, 302, 304, 306, 308, 310, 312, 314, 316, 318, 320, 322, 324, 326, 328, 330, 332, 334, 336, 338, 340, 342, 344, 346, 348, 350, 352, 354, 356, 358, 360, 362, 364, 366, 368, 370, 372, 374, 376, 378, 380, 382, 384, 386, 388, 390, 392, 394, 396, 398, 400, 402, 404, 406, 408, 410, 412, 414, 416, 418, 420, 422, 424, 426, 428, 430, 432, 434, 436, 438, 440, 442, 444, 446, 448, 450, 452, 454, 456, 458, 460, 462, 464, 466, 468, 470, 472, 474, 476, 478, 480, 482, 484, 486, 488, 490, 492, 494, 496, 498, 500, 502, 504, 506, 508, 510, 512, 514, 516, 518, 520, 522, 524, 526, 528, 530, 532, 534, 536, 538, 540, 542, 544, 546, 548, 550, 552, 554, 556, 558, 560, 562, 564, 566, 568, 570, 572, 574, 576, 578, 580, 582, 584, 586, 588, 590, 592, 594, 596, 598, 600, 602, 604, 606, 608, 610, 612, 614, 616, 618, 620, 622, 624, 626, 628, 630, 632, 634, 636, 638, 640, 642, 644, 646, 648, 650, 652, 654, 656, 658, 660, 662, 664, 666, 668, 670, 672, 674, 676, 678, 680, 682, 684, 686, 688, 690, 692, 694, 696, 698, 700, 702, 704, 706, 708, 710, 712, 714, 716, 718, 720, 722, 724, 726, 728, 730, 732, 734, 736, 738, 740, 742, 744, 746, 748, 750, 752, 754, 756, 758, 760, 762, 764, 766, 768, 770, 772, 774, 776, 778, 780, 782, 784, 786, 788, 790, 792, 794, 796, 798, 800, 802, 804, 806, 808, 810, 812, 814, 816, 818, 820, 822, 824, 826, 828, 830, 832, 834, 836, 838, 840, 842, 844, 846, 848, 850, 852, 854, 856, 858, 860, 862, 864, 866, 868, 870, 872, 874, 876, 878, 880, 882, 884, 886, 888, 890, 892, 894, 896, 898, 900, 902, 904, 906, 908, 910, 912, 914, 916, 918, 920, 922, 924, 926, 928, 930, 932, 934, 936, 938, 940, 942, 944, 946, 948, 950, 952, 954, 956, 958, 960, 962, 964, 966, 968, 970, 972, 974, 976, 978, 980, 982, 984, 986, 988, 990, 992, 994, 996, 998, 1000</p>	<p>AXIS MASON Engineering & Design 150, 152, 154, 156, 158, 160, 162, 164, 166, 168, 170, 172, 174, 176, 178, 180, 182, 184, 186, 188, 190, 192, 194, 196, 198, 200, 202, 204, 206, 208, 210, 212, 214, 216, 218, 220, 222, 224, 226, 228, 230, 232, 234, 236, 238, 240, 242, 244, 246, 248, 250, 252, 254, 256, 258, 260, 262, 264, 266, 268, 270, 272, 274, 276, 278, 280, 282, 284, 286, 288, 290, 292, 294, 296, 298, 300, 302, 304, 306, 308, 310, 312, 314, 316, 318, 320, 322, 324, 326, 328, 330, 332, 334, 336, 338, 340, 342, 344, 346, 348, 350, 352, 354, 356, 358, 360, 362, 364, 366, 368, 370, 372, 374, 376, 378, 380, 382, 384, 386, 388, 390, 392, 394, 396, 398, 400, 402, 404, 406, 408, 410, 412, 414, 416, 418, 420, 422, 424, 426, 428, 430, 432, 434, 436, 438, 440, 442, 444, 446, 448, 450, 452, 454, 456, 458, 460, 462, 464, 466, 468, 470, 472, 474, 476, 478, 480, 482, 484, 486, 488, 490, 492, 494, 496, 498, 500, 502, 504, 506, 508, 510, 512, 514, 516, 518, 520, 522, 524, 526, 528, 530, 532, 534, 536, 538, 540, 542, 544, 546, 548, 550, 552, 554, 556, 558, 560, 562, 564, 566, 568, 570, 572, 574, 576, 578, 580, 582, 584, 586, 588, 590, 592, 594, 596, 598, 600, 602, 604, 606, 608, 610, 612, 614, 616, 618, 620, 622, 624, 626, 628, 630, 632, 634, 636, 638, 640, 642, 644, 646, 648, 650, 652, 654, 656, 658, 660, 662, 664, 666, 668, 670, 672, 674, 676, 678, 680, 682, 684, 686, 688, 690, 692, 694, 696, 698, 700, 702, 704, 706, 708, 710, 712, 714, 716, 718, 720, 722, 724, 726, 728, 730, 732, 734, 736, 738, 740, 742, 744, 746, 748, 750, 752, 754, 756, 758, 760, 762, 764, 766, 768, 770, 772, 774, 776, 778, 780, 782, 784, 786, 788, 790, 792, 794, 796, 798, 800, 802, 804, 806, 808, 810, 812, 814, 816, 818, 820, 822, 824, 826, 828, 830, 832, 834, 836, 838, 840, 842, 844, 846, 848, 850, 852, 854, 856, 858, 860, 862, 864, 866, 868, 870, 872, 874, 876, 878, 880, 882, 884, 886, 888, 890, 892, 894, 896, 898, 900, 902, 904, 906, 908, 910, 912, 914, 916, 918, 920, 922, 924, 926, 928, 930, 932, 934, 936, 938, 940, 942, 944, 946, 948, 950, 952, 954, 956, 958, 960, 962, 964, 966, 968, 970, 972, 974, 976, 978, 980, 982, 984, 986, 988, 990, 992, 994, 996, 998, 1000</p>
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THIRD SCHEDULE
The Planning Permit

Decision Notice

PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2021/1988

In accordance with Article 19(8) of the Planning and Building (Jersey) 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:

Demolish glasshouse block H, construct new building for agricultural use and create parking on Field No. G528B. Part demolish glasshouse block B on Field No. G529 to construct Energy Centre. Part demolish glasshouse block D on Field No. G503 to repurpose existing reservoir. Construct extensions to link existing glasshouses. Install air handling equipment, perimeter fence and security infrastructure. Various landscaping alterations.

AMENDED DESCRIPTION: Development for the purpose of cultivation of plants of the genus Cannabis, and the preparation for distribution comprising the drying of plants/flowers, storing and packaging. Demolish glasshouse block H, construct new building and create parking on Field No. G528B. Part demolish glasshouse block B on Field No. G529 to construct Energy Centre. Part demolish glasshouse block D on Field No. G503 to repurpose existing reservoir. Construct extensions to link existing glasshouses. Install air handling equipment, perimeter fence and security infrastructure. Various landscaping alterations.

To be carried out at:

Fauvic Nurseries, La Rue au Long, Grouville, JE3 9SH.

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

Decision Notice

PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2021/1988

Condition(s):

A. The development hereby approved shall commence within 3 years of the date of this decision.

Reason: the development to which this permission relates would need to be reconsidered in light of any change in relevant circumstances.

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.

1. Prior to the commencement of the development hereby approved, the applicant shall submit details of noise suppression to ensure that noise generated by plant and equipment at the site is at least 5 dB below ambient noise levels. Such details as may be agreed, shall be implemented prior to the commencement of the use of the plant and machinery hereby approved, and thereafter permanently retained as such.

2. Prior to the commencement of the development hereby approved, details of surface water retention and recycling across the site shall be submitted to and approved in writing by the Government of Jersey. Such details as may be agreed, shall be implemented prior to the first use of any part of the development hereby approved, and thereafter permanently retained as such.

3. Prior to the commencement of the development, full details of the location, design and appearance, including height and materials of construction, of any proposed fencing or other means of enclosure within and on the boundary of the site, shall be submitted to and approved in writing by the Government of Jersey. The means of enclosure shall only be implemented in accordance with such details as may be agreed, and thereafter permanently retained as such.

4. Prior to the commencement of the development, full details of means of disposal of foul sewerage from the site shall be submitted to and approved in writing by the government of Jersey. The details that may be agreed shall be undertaken and completed prior to the first use of any part of the development hereby approved, and thereafter permanently retained as such.

5. Prior to the commencement of the development hereby approved, details of the design and construction of the means of surfacing throughout the site, with bound materials for the first 10 m of the access to the site from adjoining public roads, shall be submitted to and approved in writing by the government of Jersey.

Decision Notice

PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2021/1988

The details that may be agreed shall be undertaken and completed prior to the first use of any part of the development hereby approved, and thereafter permanently retained as such.

6. Prior to the commencement of the development hereby approved, full details, including weatherproof covers, of the proposed cycle parking spaces shall be submitted to and approved in writing by the government of Jersey. The details that may be agreed shall be undertaken and completed prior to the first use of any part of the development hereby approved, and thereafter permanently retained as such.

7. 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 Government of Jersey. The approved materials shall be implemented in full and thereafter retained as such in perpetuity.

8. Prior to the commencement of the development, details shall be submitted to and approved in writing to demonstrate that the proposed built form within this development would reduce energy consumption by 20% as measured against the target energy rate pursuant to the Jersey Building Bye-laws, to be demonstrated using the existing Jersey Standard Assessment Procedure (JSAP) calculator, or Simplified Building Energy Model (SBEM) tool. The development shall be carried out in accordance with such details as may be approved, and thereafter permanently retained as such.

9. Unless with the prior written consent of the Government of Jersey, no demolition or construction work, including the operation of mobile plant and machinery, in connection with this permission shall take place except between the hours of:

- 8.00am to 6.00pm Monday to Friday and
- 8.00am to 1.00pm Saturday
- There shall be no working on Sundays or Bank/Public Holidays.

10. The buildings hereby approved, shall not be occupied until car parking, cycle parking, and electric vehicle/cycle charging facilities have been installed and are available for use by staff and visitors. Four charging stations shall be provided for electric motor vehicles. The electric motor vehicle charging facilities shall provide a minimum charge rate of 7 kW per hour, and such shall be kept permanently available for use by occupiers of the development hereby approved.

11. Prior to commencement of the development hereby approved, a scheme of landscaping shall be submitted to and approved in writing by the Planning Department. 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;

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- 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.

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

12. Prior to the commencement of the development hereby approved, details of all internal and external illumination, including means of control, shall be submitted to and approved in writing by the Government of Jersey. The development shall only be carried out in accordance with such details as may be approved and thereafter permanently retained as approved.

Reason(s):

1. In order to safeguard the living conditions of existing residential dwellings, and to comply with policy GD1 of the Bridging Island Plan 2022.
2. To minimise water run-off and to encourage more sustainable use of natural resources, and to comply with policy UI3 of the Bridging Island Plan 2022.
3. In the interest of visual amenity, and to comply with policy GD6 of the Bridging Island Plan 2022.
4. In order to ensure that there is adequate foul water drainage interests of flood prevention and protection of water supply, and the environment generally, and to comply with policies WER2, 6 and & of the of the Bridging Island Plan 2022
5. In the interest of visual amenity, and to comply with policy GD6 of the Bridging Island Plan 2022.
6. In order to ensure that there is sufficient provision for and encouragement of the use of alternatives to the private motor vehicle, to comply with policies TT1 and TT2 of the Bridging Island Plan 2022.
7. In the interest of visual amenity, and to comply with policy GD6 of the Bridging Island Plan 2022.

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8. In the interests of the delivery of energy efficient development, and to comply with policy ME1 of the Bridging Island Plan 2022.
9. To safeguard residential amenity, and to comply with policy GD1 of the Bridging Island Plan 2022.
10. In order to ensure that there is sufficient provision for and encouragement of the use of alternatives to the private motor vehicle, to comply with policies TT1 and TT2 of the Bridging Island Plan 2022.
11. In the interests of visual amenity, and to comply with policy GD6 of the Bridging Island Plan 2022.
12. In order to protect the character of the countryside and residential amenity, and to comply with policies GD1, GD6 and SP3 of the Bridging Island Plan 2022.

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:

Proposed Block H south elevation with solar_plan 2 0100-019
Proposed Block F south elevation_plan 2 0100-018
Proposed, Existing & New Block H Layouts (plan 2) 0100-017
Proposed Floor Layout Plan 0100-015B
New building site floor plan 0100-015A
Proposed Energy Centre Elevations 0100-022
Proposed Roof layout plan 0100-021A
Proposed air source heat pump layout 0100-020
Proposed Blocks F & H connection 0100-016
Proposed Blocks F & H Connection Corridor 0100-016
930-01 Proposed Planting Strategy
900 Proposed Landscape Plan
3 001 Site Location Plan
Proposed Blocks H sectional views 0100-024
Proposed Roof Layout Plan 0100-021

DECISION DATE: 12th October 2023

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The development may also require building permission, for which a separate application will need to be made. You can find out if building permission is required on our website www.gov.je/planningbuilding

The approved plans and any conditions attached to the decision are important and should be complied with. If there is any variation from the approved plans or the conditions you need to notify us immediately. Failure to comply with the approved plans or conditions may result in enforcement action.

If you are unhappy with a condition attached to this permission, you may request a review or make an appeal. You can find out how to do this on our website www.gov.je/planning

DRAFT

FOURTH SCHEDULE

The Covenantees' Covenants with the Chief Officer

The Covenantees agree, covenant and undertake:

COMMENCEMENT

1 Not to Commence the Development until the Covenantees have given to the Chief Officer seven (7) clear days' a notice in writing of the intention so to do.

BUS SHELTERS COMMUTED SUM

2 Prior to the Commencement of the Development but not more than 28 days prior to such Commencement to pay to the Treasurer of the States the **Bus Shelters Commuted Sum** to be applied for the purpose of provision of two (2) bus shelters that relate to the Development by enabling safe use of bus services by commuters travelling to and from the Site by bus.

3. Not to Commence the Development until such time as the **Bus Shelters Commuted Sum** shall have been paid to the Treasurer of the States.

FIFTH SCHEDULE

Covenants of the Chief Officer of the Environment

- 1 The Chief Officer hereby covenants with the Covenantees to use all sums received by the Treasurer of the States under the terms of this Agreement for the purposes specified in this Agreement for which they are to be paid.
- 2 The Chief Officer covenants with the Covenantees that he will procure or arrange that the Treasurer of the States will pay to the Covenantees such amount of any payment made by the Covenantees to the Treasurer of the States under this Agreement which has not been expended in accordance with the provisions of this Agreement within 5 years of the date of receipt by the Treasurer of the States of such payment.
- 3 The Chief Officer covenants with the Covenantees to use reasonable endeavours to issue the Planning Permit as soon as practically possible after this Agreement is recorded as registered in the Royal Court as evidence by an Act of the said Court.

Signed on behalf of the Chief Officer for the Environment

by .



in the presence of



this 7 day of November 2023

Signed on behalf of the Owner

by

in the presence of

.....

this day of 2023

Signed on behalf of the Applicant

by

in the presence of

.....

this day of 2023

Signed on behalf of the Chief Officer for the Environment

by

in the presence of

.....

this day of 2023

Signed on behalf of the Owner


by

in the presence of


.....

this day of 2023

Signed on behalf of the Applicant

by 

in the presence of

..... 

this day of 2023

6th June.

Signed on behalf of the Chief Officer for the Environment

by

in the presence of

.....

this day of 2023

Signed on behalf of the Owner

by [Redacted]

in the presence of

[Redacted]

this day of 2023

Signed on behalf of the Applicant

by

in the presence of

.....

this day of 2023