

In the Royal Court of Jersey

Samedi Division

In the year two thousand and nineteen, the second day of October.

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, Christopher Ian Le Marquand and Charles Gallichan in relation to Field L14 and Willow Farm, La Route de St Jean, St Lawrence, 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

Field L14 and Willow Farm, La Route de St Jean, St Lawrence, JE3 1NE

Dated

1st October

2019

The Chief Officer for the Environment (1)

Christopher Ian Le Marquand (2)

Charles Edward Gallichan (3)

DATE

1st October

2019

PARTIES

- (1) The Chief Officer for the Environment States Offices, Regulation, Growth, Housing and Environment, PO Box 228, Jersey, JE4 9SS ("**the Chief Officer**");
- (2) Christopher Ian Le Marquand ("**the Owner**") of Willow Farm, La Route de St Jean, St Lawrence, JE3 1NE; and
- (3) Charles Gallichan ("**the Applicant**") for Woodside Farms Limited.

RECITALS

1. The Owner warrants that he is the owner in perpetuity (à fin d'héritage) as to the Site, forming part of the first corpus fundi, that he has right under hereditary contract of purchase passed on the 13th September 1991 from Edmund George Jean.
2. The Applicant submitted an application (accorded the reference P/2018/1601) for planning permission for the Development.
3. Having regard to the purposes of the Law the Island Plan 2011 and all other material considerations Planning Committee at its meeting on 16 May 2019 resolved to approve the grant of planning permission for the Development subject to the prior completion of this Agreement.
4. The parties hereto have agreed to enter into this Agreement in order to secure the planning obligations contained herein.
5. The parties acknowledge that this Agreement is legally binding.
6. This Agreement shall be construed so as to give effect to the purpose and intention of the Law.
7. The Owner warrants that he is the owner in perpetuity (à fin d'héritage) of the Site.

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;
"Application"	the application for planning permission in respect of the Site and described as " Construct 8 No. two bed and 2 No. three bed agricultural staff units and associated landscaping works to North of site" and given the reference P/2018/1601;
"The Chief Officer"	the person appointed from time to time as the Chief Officer (or equivalent) (previously known as the Chief Officer) of the administration of the States 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;
"Development"	the development of the Site as set out in the Application;
"GST"	goods and services tax under the Goods and Services Tax (Jersey) Law 2007;
"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;
"Royal Court"	the Royal Court of the Island of Jersey;
"Site"	Field L14 and Willow Farm, La Route de St Jean, St Lawrence, JE3 1NE.

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 or the Minister for Infrastructure or the Treasury Minister or the Minister for Housing or the successors to his (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 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,

save for the provisions of Clauses 13 (Jurisdiction) and the Third Schedule Paragraph 1 and any other 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 Court.

5. OWNER COVENANTS

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

6. GROUP DIRECTOR FOR REGULATION COVENANTS

The Chief Officer covenants with the Owner as set out in the Fourth 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 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 Helier Jersey JE2 4US or as otherwise notified for the purpose by notice in writing.
- 8.2 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.
- 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 entire 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 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.
- 8.8 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.
- 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 Owner as contained herein.
- 8.10 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.
- 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 Owner agrees 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. 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 Institute of Chartered Surveyors upon the application of any party to the dispute.

12. GOODS AND SERVICES TAX

12.1 All *cause* given in accordance with the terms of this Agreement shall be exclusive of any GST properly payable in respect thereof.

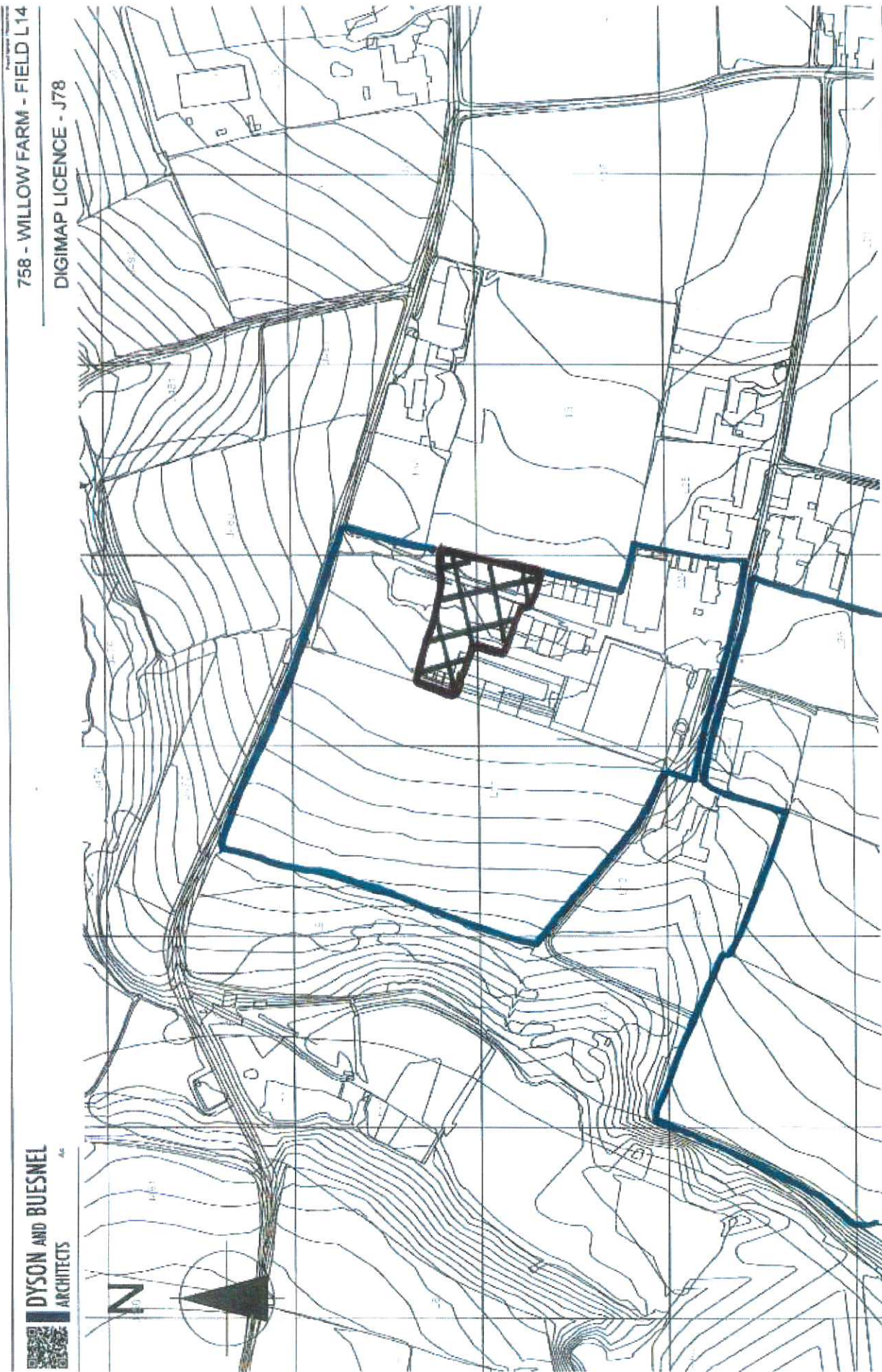
12.2 If at any time GST is or becomes chargeable in respect of any supply made in accordance with the terms of this Agreement then to the extent that GST had not previously been charged in respect of that supply the person making the supply shall have the right to issue a GST invoice to the person to whom the supply was made and the GST shall be paid accordingly.

13. JURISDICTION

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

FIRST SCHEDULE**The Plan****Details of the Owner's Title and description of the Site**

Field L14 and Willow Farm, La Route de St Jean, St Lawrence, JE3 1NE as the same is shown for the purpose of identification only hatched on the Plan.



DYSON AND BUESNEL
ARCHITECTS

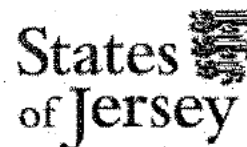


Client DYSON AND BUESNEL ARCHITECTS 103 WALSETT PLACE ST HELENS, MERSEY, L25 4WH	Project WILLOW FARM - FIELD L14 41 WILCOCKLEY ST LAWRENCE	Date 2018	License DIGIMAP	License Number 2002	Issue October 2018	Drawing 758-18-DIGIMAP	Drawing DIGIMAP
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SECOND SCHEDULE

The Planning Permit

Decision Notice



PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2018/1601

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:

Construct 8 No. two bed and 2 No. three bed agricultural staff units and associated landscaping works to North of site.

To be carried out at:

Willow Farm, La Route de St. Jean, St. Lawrence, JE3 1NE.

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.

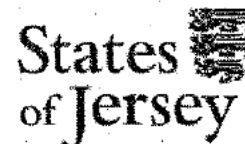
It is considered that the grant of permission as a suitable exception to (Island Plan Policy) is justified in this instance having regard to all the circumstances of the case, in particular having regard to the need to ensure that Woodside Farm Ltd has sufficient staff accommodation to meet the needs of the business and provide food security for the Island.

Furthermore, given the siting of the accommodation set back from the road and adjacent to existing accommodation on the site, the scheme will not result in unreasonable harm to the Green Zone or result in the unreasonable and permanent loss of good agricultural land, in accordance with Policies GD1, NE7, H9 and ERE1 of the Adopted Island Plan 2011 (Revised 2014).

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

APPROVED

Decision Notice



PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2018/1601

- 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. No part of the development hereby approved shall be occupied until all hard and soft landscape works as indicated on the approved plans have been carried out in full. Following completion, the landscaping areas shall be thereafter maintained as such.
2. No part of the development hereby approved shall be occupied until the provisions and arrangements to be made for the storage, sorting, recycling and disposal of refuse are completed in accordance with the approved plans, and thereafter be retained and maintained as such.
3. No part of the development hereby approved shall be occupied until the approved drainage works, including the connection to the foul sewer, is completed in accordance with the approved plans.
4. No part of the development hereby approved shall be occupied until the approved drainage works including disposal of surface water and/or Sustainable Urban Drainage Solutions is completed in accordance with the approved plans, and thereafter be retained and maintained as such.
5. No part of the development hereby approved shall be occupied until the vehicular manoeuvring area and respective car parking spaces have been laid out, surfaced and drained as indicated on the approved plans. The car parking spaces shall thereafter be retained solely for the use of occupants of the development and shall not be sub-let for any other purpose.
6. The mitigation measures outlined in the Approved Wildlife Assessment Document shall be implemented prior to the commencement of development, continued throughout the phases of development (where applicable) and thereafter retained and maintained as such. Any variations that may be required as a result of findings on site are to be agreed in writing by the Department of the Environment prior to works being undertaken.
7. The approved 5 Year Landscape Maintenance Plan shall be implemented and maintained for 5 years in accordance with the approved

APPROVED

Decision Notice



PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2018/1601

schedule unless otherwise agreed in writing by the Department.

8. Notwithstanding the provisions of the Planning and Building (General Development) (Jersey) Order 2011 (or any order revoking and re-enacting that order with or without modification), the following development shall not be undertaken without express planning permission first being obtained from the Department of the Environment:

- Extension to the dwelling (to include a conservatory);
- Free standing buildings within the curtilages of the dwelling;
- Addition or alteration to the roof.

9. The approved travel plan shall be implemented in full and maintained unless otherwise agreed to in writing by the Department.

Reason(s):

1. 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).
2. In accordance with Policy WM1 of the Adopted Island Plan 2011 (Revised 2014).
3. To ensure that the property has adequate foul drainage and in order to prevent any pollution of groundwater in accordance with Policy LWM2 of the Adopted Island Plan 2011 (Revised 2014).
4. To ensure that that the completed development is provided with satisfactory infrastructure and to have regard for highway safety, in accordance with Policy GD1 of the Adopted Island Plan 2011 (Revised 2014).
5. To ensure that the development provides adequate provision for off-street parking and manoeuvring for users of the site, in the interests of highway safety and the general amenities of the area, in accordance with Policy GD1 of the Adopted Island Plan 2011 (Revised 2014).
6. To ensure the protection of all protected species in accordance with Policies NE1 and NE2 of the Adopted Island Plan 2011 (Revised 2014).
7. This condition is necessary to ensure the protection of wildlife and supporting habitat and secure opportunities for the enhancement of the nature conservation value of the site in accordance with the requirements of Policy NE7 of the Adopted Island Plan 2011 (Revised 2014).
8. The site is located in the Green Zone wherein 10 additional dwellings are considered to require additional controls to safeguard the character and visual amenities of the area and further development which may facilitate a significant

APPROVED

Decision Notice



PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2018/1601

increase in occupancy, in accordance with Policy NE7 of the Adopted Island Plan 2011 (Revised 2014).

9. In the interests of promoting sustainable patterns of development, in accordance with Policies TT9 and SP6 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 A03

Proposed Elevations - Blocks 4 & 5 A06

Proposed Floor Plans A08

Proposed Site Section and Elevations A07

Proposed Primary Landscape Plan A05

Soft Landscaping Proposal and 5 Year Maintenance Plan

Wildlife Assessment

Travel Action Plan

DECISION DATE:

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

APPROVED

THIRD SCHEDULE

The Owner's 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 seven (7) days' notice in writing of its intention to do so.

CONDITIONS

- 2 That the Occupation of the Development shall be limited to a person solely or mainly working in the locality in agriculture for Woodside Farms Limited and/or Hi Ho Growers Limited and to any resident dependants.

FOURTH SCHEDULE

The Chief Officer's covenants

The Chief Officer covenants with the Owner 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

by [redacted]

in the presence of

this 1st day of October 2019

(Ginny Daffell)

Signed on behalf of Christopher Ian Le Marquand

by [redacted]

in the presence of

this 28 day of August 2019

Signed on behalf of Charles Edward Gallichan

by [redacted]

in the presence of

this 28 day of August