

In the Royal Court of Jersey

Samedi Division

In the year two thousand and seventeen, the fifth day of December.

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 Klaus Martin Jensen in relation to North Point (formerly Wolf's Caves Bar & Restaurant), La Rue de Fremont, St John, 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

**North Point, formerly known as Wolf's Caves Bar and Restaurant, La Rue de Fremont,
St John**

Dated : 30TH November 2017

Between

The Chief Officer for the Environment (1)

and

Klaus Martin Jensen (2)

Law Officers' Department

Morier House,

ST. HELIER

Jersey

JE1 1DD

DATE

2015

PARTIES

- (1) **The Chief Officer for the Environment** of South Hill, st Helier, Jersey, JE2 4US (hereinafter called "**the Chief Officer**")

AND

- (2) **Klaus Martin Jensen**, of Heimhuder Straße 74, 20148 Hamburg, Germany. (hereinafter called "**the Owner**")

RECITALS

- A The Owner warrants that he is the owner in perpetuity (*à fin d'héritage*) of the Site.
- B The Owner has submitted the Application.
- C Pursuant to Article 9(5)(b) of the Law the Chief Officer referred the Application for the Development to the Planning Applications Committee for determination by that Committee.
- D .Having regard to the purpose of the Law, the Island Plan 2011 and all other material considerations the Planning Applications Committee at its meeting on 17th September 2015 resolved to approve the grant of planning permission for the Development subject to the completion of this Agreement so that provision will be made for regulating or facilitating the development or use of the Site in the manner hereinafter appearing and without which planning permission would not be so granted
- E As a result of the Application and consequential upon the approval of the Application, it is considered expedient in the interests of proper planning that provision should be made for;
- (i) securing the implementation of the Landscape Management Plan;
 - (ii) ensuring that the Staff and Guest Accommodation is used solely for purposes ancillary to the main house and not let or sold separately therefrom
 - (iii) ensuring that the part of the North Coast Footpath crossing the Site is made available to the general public at all times.
- D The parties have agreed to enter into this Agreement in order to secure the planning obligations contained in this Agreement.

E The parties acknowledge that this Agreement is legally binding.

OPERATIVE PART

NOW IT IS AGREED AS FOLLOWS:-

1 DEFINITIONS

For the purposes of this Agreement the following expressions in the left hand column shall have the meanings set against them in the right hand column:-

"Application" the application for planning permission in respect of the Site submitted by the Owner for the Development and allocated reference number P/2015/0450 .

"Chief Officer" 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" the date on which any use or operation forming part of the Development begins to be carried out [including for the avoidance of any doubt operations consisting of demolition works,] but not including operations being site clearance, tree removal, 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 of advertisements and the words **"Commence"** and **"Commenced"** shall be construed accordingly.

"Development" the development of the Site to "Construct 1 No. six

	bedroom house and 1 No one bedroom guest cottage with associated landscaping and vehicle access onto La rue de Fremont. Construct 1 No. swimming pool and pool house with associated terracing. Construct 1 No. tennis court to East" in accordance with the Planning Permit
"Footpath Agreement"	an agreement with the Public for the use of the North Coast Footpath substantially in the form set out in Schedule 6.
"Interest"	interest at three per cent (3%) above the base lending rate of HSBC Bank Plc from time to time.
"Landscape Management Plan"	the landscape management plan attached hereto as Schedule 7 and includes any variations and amendments thereto or any substitution thereof
"Law"	the Planning and Building (Jersey) Law 2002.
"Map"	the Jersey digital map
"North Coast Footpath"	the foot path established by the Public of the Island of Jersey along the north coast of Jersey part of which identified on the plan attached as Schedule 5 crosses the norther extremity of the Site
"Occupation"	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 and the words ' Occupy ' and ' Occupied ' shall be construed accordingly.
"Planning Permit"	the planning permission granted for the Development pursuant to the Application, a copy of which is attached as Schedule 1, and includes any variations and amendments thereto or any

	substitution thereof.
"Public"	the Public of the Island
"Site"	all that immoveable property now generally known as North Point and previously known as] "Wolf's Caves Bar and Restaurant", La Rue de Fremont, St John, Jersey including the lands and fields known as Le Trebouet du Nord and Le Trebouet du Sud bearing the number 639 on the Map, La Lande bearing the number 859 on the Map and Les Allotins bearing the number 638 on the Map together with the land, roadway and issues, being the 1 st and 2 nd corpora fundi acquired by the Owner on 20 December 2013 (Public Registry Reference ("PRR") Book 1324 Folio 316) and the land acquired by the Owner by a further contract of purchase dated 8 May 2015 (PRR Book 1349 folio 559) the whole joining together and being all that land indicated for the purposes of identification only by diagonal hatching on the Site Plan and being the land against which this Agreement may be enforced
"Site Plan"	the plan attached as Schedule 2
"Staff and Guest Accommodation"	the separate one bedroomed unit shown hatched blue on Drawing SK15 and the staff accommodation shown hatched red on Drawings SK14 and SK15 (both attached at Schedule 8) forming part of the Development to be occupied by guests or staff of the Owner

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 constructed interchangeable 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 includes 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 constructed 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 and shall not have effect until all of the following conditions are fulfilled;

- 4.1 this Agreement being registered in the Royal Court as evidenced by an Act of the said Court and thereafter enrolled in the Public Registry of Contracts;
- 4.2 the grant of the Planning Permit;
- 4.3 the Commencement of the Development;

save that the provisions of Clause 11.1.(jurisdiction) shall come into effect immediately

5 THE OWNER'S COVENANTS

- 5.1 The Owner covenants and agrees with the Chief Officer as set out in Schedule 3 to the intent 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 of the Site or any part or parts thereof.

6 THE CHIEF OFFICER'S COVENANTS

- 6.1 The Chief Officer covenants with the Owner as set out in Schedule 4 to the intent that this Agreement shall be enforceable without limit of time against the Chief Officer by any person claiming or deriving title through or under the Owner of the Site or any part or parts thereof.

7 PUBLIC REGISTRY OF CONTRACTS

- 7.1 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 Any notice or communication to the Chief Officer pursuant to the provisions of this Agreement shall be deemed to have been properly served if sent by ordinary post to and addressed to the Director at Planning and Building Services, South Hill, St Helier Jersey, JE2 4US or such other address in the Island of Jersey as otherwise notified by the Chief Officer to the Owner by notice in writing.
- 8.2 Any notices or communication to the Owner shall be deemed to have been properly served if sent by ordinary post to and addressed to the Owner at Ogier 44 Esplanade, St Helier, Jersey JE4 9WG or such other address in the Island of Jersey as otherwise notified to the Chief Officer by the Owner 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, revoked or otherwise withdrawn or (without the consent of the Owner) it is modified by any statutory procedure or expires prior to the Commencement of the 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 in respect of the Development or its use any required consents permits authorisations rights interests in the land or servitudes.
- 8.8 Save as otherwise provided in this Agreement, this Agreement shall not be construed or interpreted in such a way or any 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 Save as otherwise provided in this Agreement, 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

- 9.1 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 for acting upon any subsequent breach or default.

10 INTEREST

- 10.1 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.

11 JURISDICTION

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

SCHEDULE 1

Form of Planning Permit

Planning Application Number P/2015/0450

Draft 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 1 No. six bedroom house and 1 No. one bedroom guest cottage with associated landscaping and vehicle access onto La Rue de Fremont. Construct 1 No. swimming pool and pool house with associated terracing. Construct 1 No. tennis court to East.

To be carried out at:

Wolf Caves, La Rue de Fremont, St. John.

Reason For Approval:

Planning Permission has been granted following careful consideration of the application, the policies of the Island Plan, the representations made and the extant planning permission.

The site lies within the Coastal National Park wherein there is a strong presumption against development, but where Island Plan policy NE6 does allow for the redevelopment of commercial sites subject to set criteria. The scheme achieves a significant reduction in the intensity of the use of the site, and includes a range of environmental improvements. The development proposed in place of the original commercial building on the site, is considered to be of a high standard of design.

It is recognised that the buildings are larger than that which they replace, but it is also recognised that there is a live planning permission on the site for an alternative style and scale of dwelling. This is a material planning consideration.

It is concluded that due in particular to their design and set back from the northern

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 need to obtain the permission of the owner of the land to which a permission relates.

(P1; «P_Ref_no»; Page 1)

APPROVED

Decision Notice

PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2015/0450

edge of the site, the buildings will provide improved views and achieve a visual gain. In these unique circumstances it is therefore considered that approval of the application is justified as a minor departure from the requirements of policy NE6. The scheme is considered to satisfy the requirements of policies GD1 (General Development Considerations), GD7 (Design Quality) and GD5 (Skyline, views and vistas).

INFORMATIVE: This permission is given on the basis of the Conditions attached to this Decision Notice together with the associated Planning Obligation Agreement relating to the Landscape Management Plan, the restricted occupancy of the Guest Cottage and the continued availability of the north coast footpath to members of the public at all times.

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

Standard conditions

- 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.

Additional Conditions:

1. Not all of the area outlined in red on the Location Plan is hereby condoned as Residential Curtilage. The extent of the the residential land associated with this dwelling shall not exceed that shown on the approved drawing "Domestic Curtilage Plan".
2. 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, tank, conversion of garages or lofts, the creation of any new openings in the external fabric of the building (or the replacement of any windows with doors or vice versa), or the introduction of any hard standing to any ground surface, nor the installation of any lighting is permitted without the prior written approval of the Department of the Environment.
3. A Percentage for Art contribution must be delivered prior to the first occupation of the dwelling hereby approved in accordance with a Percentage For

Decision Notice

PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2015/0450

Art Statement to be submitted to and agreed in writing by the Department of the Environment in advance of the delivery of the contribution.

4. No part of the development hereby approved shall be occupied until details of drainage have been agreed with the Department of the Environment and the agreed drainage installed and made operational, and the development connected to the system.

5. Prior to their first use on site, other than where shown on the Granite Wall locations drawing hereby approved, the details all of the means of enclosure within the site and around the edge of the residential land associated with the dwelling, such as walls, fences and hedges, shall be submitted to and approved in writing by the Department of the Environment. The agreed details shall then be implemented in full prior to the first occupation of the dwelling, and thereafter retained as approved.

Reasons:

1. For the avoidance of doubt, to ensure the protection and restoration of the natural landscape proposed, and to avoid the domestication of areas beyond what is considered a reasonable curtilage for the site, which would have a detrimental impact upon the character of the area, the Green Zone and the Coastal National Park, which would fail to satisfy the requirements of policies GD1, GD5, NE6 and NE7 of the 2011 Jersey Island Plan (Revised 2014).

2. Planning Permission has been granted on the basis of the specific scale and design submitted and the impact on the character of the area. Due to this and the prominence of the site it is considered necessary to require additional controls to safeguard the character and visual amenities of the area in accordance with policies GD1, GD5 and NE6 of the 2011 Jersey Island Plan 2011 (Revised 2014).

3. In accordance with the requirements of policy GD8 of the 2011 Jersey Island Plan (Revised 2014).

4. To ensure that drainage will be adequately dealt with, in accordance with policies NR1 and LWM2 of the 2011 Jersey Island Plan (Revised 2014).

5. To promote good design and to safeguard the character and appearance of the surrounding area, in accordance with Policies GD1, GD7, NE6 and NE7 of the Adopted Island Plan 2011 (Revised 2014).

FOR YOUR INFORMATION

Decision Notice

PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2015/0450

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 880 201
Proposed Site Plan 880 203C
Proposed Ground Floor Plan 880 204C
Proposed First Floor Plan 880 205C
Proposed Guest Cottage Plans 880 206A
Proposed Elevations 880 207B
Proposed Sections 880 208B
Proposed Green House Plan 880 218
Proposed Pool House Elevations 880 219
Existing Vegetation Appraisal 880 220
Proposed Landscape Plan 880 221C
Foul Sewer Assessment
Amended Heathland Management Plan 10 October 2017
Granite wall sample
Granite Wall locations
Shutters detail
Window details
Decking details
Gravel Surfacing details
Hard paving details
Domestic Curtilage Plan

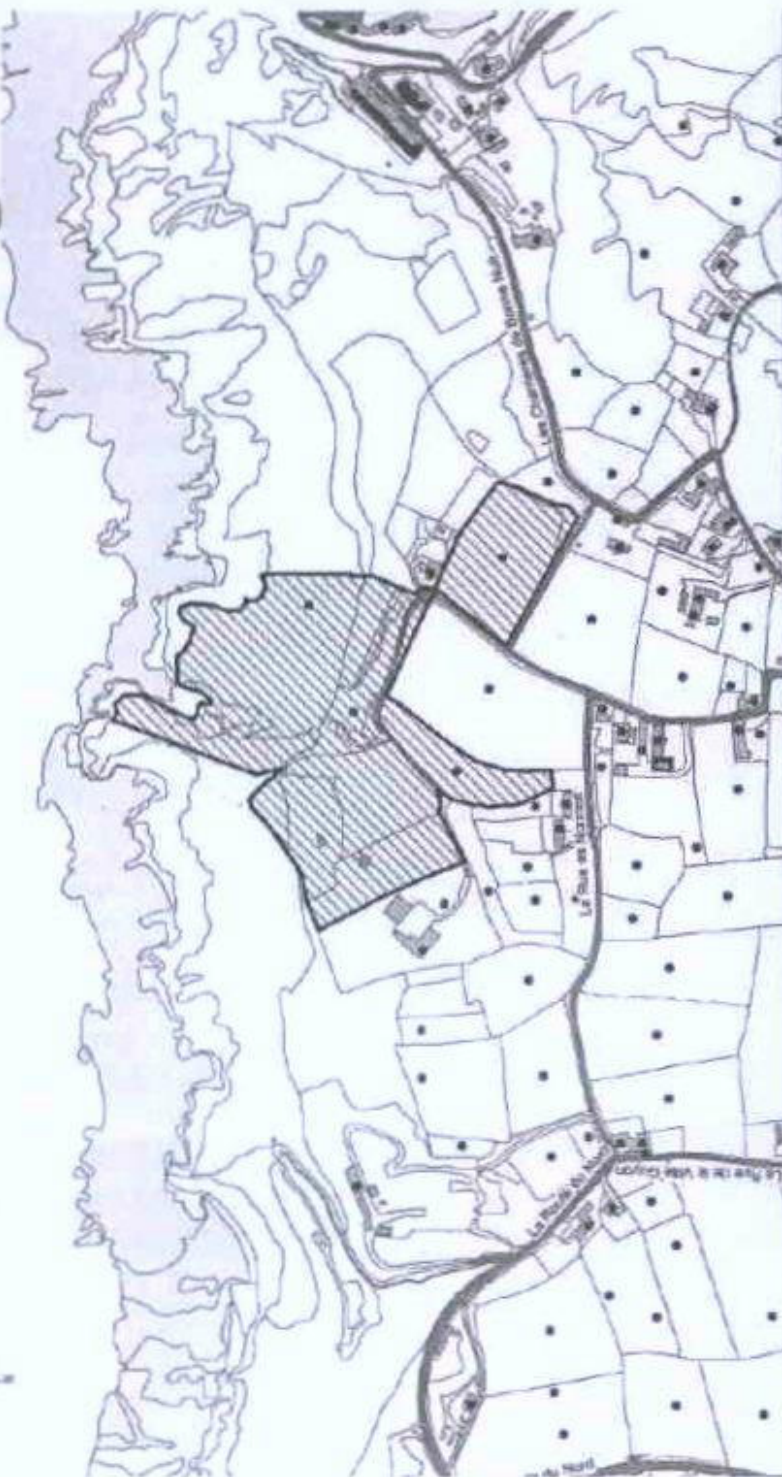
DECISION DATE:

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.

SCHEDULE 2

Site Plan

Ogier



Property Address
File No

North Point, St John (Wolf's Caves)

Location Plan
Scale 1:4,515

DATE

PROP-32940660-1

Licence No. J31
Copyright (c) States of Jersey 2014

SCHEDULE 3

The Owner's Covenants with the Chief Officer

The Owner covenants and agrees and undertakes with the Chief Officer as follows:

- 1 To give to the Chief Officer not less than 7 days prior written notice of The Owner's intention to Commence the Development.
- 2 To implement the Landscape Management Plan and carry out and maintain the Development in accordance with the Landscape Management Plan.
- 3 Not to carry vary or deviate from the Landscape Management Plan without the written consent of the Chief Officer in writing;
- 4 To ensure that the Staff and Guest Accommodation shall not be used or occupied or permitted to be used or occupied otherwise than in conjunction with and ancillary to the main house forming part of the Development
- 5 The Staff and Guest Accommodation shall not be sold let or otherwise disposed of separately from the main house.
- 6 Not to Commence the Development prior to entering into a Footpath Agreement with the Public
- 7 Not to Occupy the Development other than and in accordance with a Footpath Agreement
- 8 Not to Occupy the Development unless there is a Footpath Agreement between the Owner for the time and the Public. It being agreed that the Owner will not be in breach of this obligation in circumstances where the Public:
 - a. declines expressly to enter into a Footpath Agreement with the Owner for the time being or
 - b. determines a Footpath Agreement between Public and the Owner for the time being

SCHEDULE 4

Chief Officer's Covenants with the Owner

The Chief Officer hereby covenants and agrees and undertakes with the Owner as follows;

- 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 by the Chief Officer and any such agreement, consent, approval or expression of satisfaction may be given on behalf of the Chief Officer by the Director of Planning.
- 2 That upon the full discharge by the Owner of an obligation under this Agreement, and upon receipt of a formal request from the Owner, formally to acknowledge such discharge to the Owner in writing and to register in the Public Registry of Contracts evidence of such full discharge the whole without prejudice to all and any continuing obligations of the Owner at that time still undischarged.

SCHEDULE 5

Plan showing North Coast Footpath crossing the Site

SCHEDULE 6

Footpath Licence Agreement



DEPARTMENT FOR INFRASTRUCTURE

JERSEY PROPERTY HOLDINGS

Maritime House
La Route du Port Elizabeth
St Helier
Jersey
JE2 3NW

LICENCE

THIS LICENCE is made on the 201year
BETWEEN the Licensor and the Licensee

Licensor	"Name and address" which address shall be the address for the service of any notices pursuant to this Licence.
Licensee	The Public of the Island of Jersey c/o Jersey Property Holdings Maritime House La Route du Port Elizabeth St Helier Jersey JE2 3NW which address shall be the address for the service of any notices pursuant to this Licence.
Visitor	Any member of the general public including their dogs and horses.
Access Route	A strip of land approximately insert metres in width and situate in the Parish of insert (the " Access Route "), the whole as shown for identification purposes only on the plan annexed at Schedule 1
Necessary Infrastructure	Any steps, ramps, bridges, gates, stiles, drainage and other appurtenances that the Licensee shall have the right to construct and establish pursuant to clause 2.2
Licensor's Retained Land	A strip of land 2m in width owned by the Licensor on either side of and co-extensive with the Access Route
Licence Period	One month/year starting on the Commencement Date and continuing on a rolling "monthly/ annual" basis until determined pursuant to this Licence.
Commencement Date	
Licence Fee	No Licence Fee shall be payable by the Licensee to the Licensor.
Agreed Use	The use of the Access Route as a public footpath/bridlepath/cycleway.
Termination Notice	A written notice served in accordance with clause 7

	<p>by the Licensee of that party's intention to terminate this Licence.</p> <p>This Licence will terminate three months after service of a Termination Notice.</p>
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Unless the context otherwise requires the singular shall include the plural and vice-versa the masculine gender shall include the feminine and the neuter and vice-versa and references to a clause shall be to a clause of this Licence.

All references to a statute or statutory provisions shall be construed as including references to any modifications consolidation or re-enactment for the time being in force to any statutory rules regulations or orders made pursuant to it and to any former statutes or statutory provisions of which it is a consolidation re-enactment or modification.

1 Licence

- 1.1 The Licensor has agreed to grant to the Licensee the non-exclusive right to occupy the Access Route on a licence basis for the Licence Period.
- 1.2 It is acknowledged and agreed that the parties have no intention other than to create a valid and effectual licence as contained herein and that the terms of this Licence accurately reflect the intention of the parties
- 1.3 This Licence shall not include or operate so as to confer on the Licensee any right, privilege, easement, advantage or exclusivity in, through, over and upon any land or premises save as specifically granted under the terms of the Licence and nothing herein contained shall be intended to create nor shall be constructed nor interpreted as if in anyway creating a tenancy arrangement nor relationship of landlord and tenant between the parties.

2 Licensee Obligations

The Licensee undertakes and agrees with the Licensor:

- 2.1 To use and procure that Visitors use the Access Route solely for the Agreed Use.
- 2.2 The Licensee shall have the right to construct and establish the Necessary Infrastructure on the Access Route, and to level the surface of the Access Route with suitable material in order to maintain and upkeep the Access Route. It being agreed and understood that the Licensee shall have the right

- to close any necessary sections of the Access Route for the duration of such maintenance works.
- 2.3 The Licensee shall have the right to place signposts, benches or seats, bins and fences for the use or benefit of members of the public using the Access Route, on the Licensor's Retained Land, with all rights of access on to the necessary parts only of the Licensor's Retained Land to place, replace, repair, remove, maintain and upkeeps such signposts, benches or seats, bins and fences.
- 2.4 To use the Access Route and use its reasonable endeavours to ensure that the Access Route is used in such a way as to cause the minimum damage to the Access Route and the minimum nuisance, annoyance or interference to the Licensor or the owners or occupiers of adjoining properties.
- 2.5 To keep the Access Route clean and tidy.
- 2.6 The Licensee shall be bound to trim and remove any branches, brambles, or other vegetation growing on the land forming part of the Licensor's Retained Land but only when these encroach onto the Access Route in such a manner as to prejudicially affect the use and enjoyment of the Access Route, with all rights of access on to the necessary parts only of the Licensor's Retained Land to trim and remove any such branches, brambles, or other vegetation.
- 2.7 The Licensee shall have the right, subject to the written consent of the Licensor, which consent shall not be unreasonably withheld or delayed, to alter the alignment of the Access Route should this prove necessary, provided always that such re-alignment of the Access Route falls within the Licensor's Retained Land.
- 2.8 The granting of this Licence shall not prevent the Licensor or those authorised by the Licensor from having free right of access on the Access Route at any time subject to the provisions of clause 2.2 of this Licence.
- 2.9 To observe, conform and comply with all Laws and Regulations of the States (including all orders and directions made or issued thereunder) and all lawful requirements of all public, local or other competent authorities and all statutory or other lawfully enforceable notices, obligations, directions, orders and requirements or whatsoever nature relating to the use of the Access Route by the general public.
- 2.10 Not to transfer the rights granted to the Licensee which are personal to the Licensee, nor part with possession of the Access Route or any part thereof at any time.

- 2.11 The Licensee will be responsible for the costs incurred by the Licensor in respect of legal fees incurred in the preparation and negotiation of this Licence.
- 2.12 To pay all rates and taxes of an annual or recurring nature in respect of the Access Route usually payable by an occupier.

3 Insurance/Indemnity

- 3.1 The Licensor shall not be liable to the Licensee for any injury, damage, loss, cost, expense, or reasonable inconvenience howsoever, whatsoever or to whomsoever caused or for any damage or loss to any goods or chattels brought by any person upon the Access Route save and except for any such injury, damage, loss, cost, expense, or reasonable inconvenience resulting from the negligence of the Licensor, his servants, agents or employees; it being agreed between the parties hereto that the Licensee and (the "Visitor") making use of the Access Route or accidentally straying therefrom onto the Licensor's Retained Land shall do so at the risk of the Licensee, provided always that both the Licensor and the Licensee shall take such steps as a prudent person might take to prevent or deter such straying by the erection of signs (as provided by clause 2.3 of this Licence), the "signs", advising of the status of the Licensor's Property as private property, advising of any hazards and advising that animals must be kept under control at all times and, where applicable, on a leash, and accordingly the Licensee agrees to indemnify the Licensor against all reasonable claims by or arising from the acts of the Visitor to the Access Route who shall have come on to the Access Route with the permission, knowledge or under the authorisation whether express or implied of the Licensee or who shall have strayed from the Access Route onto the Licensor's Property, save for those arising as a result of the negligence or deliberate act of the Visitor including, for the avoidance of doubt, the wilful disregard by the Visitor of the signs.

To effect and maintain a public liability insurance policy for the full period of the Licence for a limit of indemnity of not less than £5,000,000 for any one occurrence and unlimited as to the number of occurrences. The policy is to relate to all reasonable claims which may arise from the exercise of the rights hereby granted or from any negligence or default (including any breach or non-observance of any terms of this Licence however expressed or implied) in connection with the rights hereby granted or with the Access Route or any activity thereon (whether authorised or not) so as fully to satisfy all claims for which the Licensee may be liable under this Licence.

4 Termination

- 4.1 This Licence may be terminated at any time during the Licence Period by the service of a Termination Notice by the Licensee.
- 4.2 At the termination of this Licence or at the time of its prior determination as provided under the terms of this Licence peaceably to yield up to the Licensor the Access Route in good order and clean and tidy in accordance with the Licensee's covenants herein contained.
- 4.3 The Licensee shall be obliged to restore the land on which the Access Route is sited to its natural state at its own expense at the end of this Licence if the Licensee receives a written request from the Licensor to this effect, it being acknowledged that elements of the Necessary Infrastructure such as steps shall be allowed to remain if the Licensor so consents.
- 4.4 The Licensee shall be obliged at its own expense to remove any signposts, benches or seats, bins and fences and any of the Necessary Infrastructure placed on the Access Route and/or the Licensor's Retained Land at the end of this Licence if the Licensee receives a written request from the Licensor to this effect and shall ensure that the Licensor's land is left to return to a natural state.

5 Breach

- 5.1 In the event of the Licensee failing to conform with any of the Licensee's covenants under this Licence and failing to remedy the relevant breach after being given reasonable notice by the Licensor of the requirement to do so, this Licence shall absolutely cease and determine and the Licensee shall immediately vacate the Access Route and yield up the same in a condition commensurate with the Licensee's obligations at clause 4.

6 Disputes

- 6.1 Any dispute arising between the Licensor and Licensee relating to the Access Route and not being a matter which falls to be dealt with in any other manner under the terms of this Licence or by law shall in the absence of agreement between the parties thereon be referred to an arbitrator to be nominated by the Licensor and the Licensee. In the case of disagreement as to the appointment of the arbitrator he or she shall be appointed by the President for the time being of the Jersey Law Society and the decision of such arbitrator shall be final and binding upon the parties.

7 Notices

7.1 Any notice decision direction approval authority permission or consent to be given under this Licence shall be in writing and shall be valid and effectual and shall be deemed to have been validly served on or conveyed by prepaid post to the Licensor at the Licensor's Address or to such other address for service in the Island of Jersey as the Licensor may notify in writing to the Licensee and to the Licensee at the Licensee's Address or to such other address for service in the Island of Jersey as the Licensee may notify in writing to the Licensor.

8 Governing Law

This Licence shall be interpreted in accordance with and shall be governed by the laws of the Island of Jersey.

IN WITNESS whereof the Licensor and the Licensee have hereunto executed this Licence Agreement in duplicate on the day and in the year first above written in the presence of the undersigned witnesses.

SIGNED by the Licensor

this 20

in the presence of:

.....

.....

Witness

SIGNED by

Director of Jersey Property Holdings

for and on behalf of the

Public of the Island of Jersey

this 20

in the presence of:

.....

.....

Witness

SCHEDULE 7

Landscape Management Plan

Appendix 1

Site objectives and management targets for heathland area (on coastal slope to north of built area - upper slope)

Period	Target conditions
By end of year 1	<ul style="list-style-type: none"> • Cut and clear bracken to expose bare mineral soil.
By end of year 2	<ul style="list-style-type: none"> • To establish pioneer grassland and wild flower community over 75% of cleared area.
By end of year 3	<ul style="list-style-type: none"> • Reduce bracken on upper slope by 90%. • Bare ground reduced to <20%. • Establish continuous grass pioneer vegetation on heathlands. • Reduce Japanese Knotweed (<i>Fallopia japonica</i>) to 1-2% of original extent. • Depending on success of management on upper slope, commence work on lower slope (beyond 10 metre strip).
By end of year 5	<ul style="list-style-type: none"> • Establishment of emergent dwarf shrub community with Common Heather (<i>Calluna vulgaris</i>), Bell Heather (<i>Erica cinerea</i>) and Gorse (<i>Ulex europaeus</i>) to be recorded at between 34-75% on the Domin scale across the site.
By end of year 7	<ul style="list-style-type: none"> • Bare ground to be reduced to 5% to benefit invertebrate species.
By end of year 10	<ul style="list-style-type: none"> • Establishment of heathland wildflower species recorded at between 11-25% on the Domin scale across the site. <ul style="list-style-type: none"> ◦ Golden rod (<i>Solidago</i>) ◦ St John's-wort (<i>Hypericum</i>) ◦ Wild Angelica (<i>Angelica sylvestris</i>) • Gorse (<i>Ulex europaeus</i>) to be managed on rotation at 10% of total site area. • Bare ground reduced and retained at 3% across the

	site and with bryophytes and lichen species being encouraged.
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Appendix 3

Management for Field 639

Boundary	Proposed management
Northern	<ul style="list-style-type: none"> • Currently dominated by sycamore (<i>Acer pseudoplatanus</i>). • Plant mixed species hedge consisting of blackthorn (<i>Prunus spinosa</i>), hawthorn (<i>Crataegus monogyna</i>) and elder (<i>Sambucus nigra</i>). To be planted as a staggered double row hedge at 1 metre centres. • 5-10 bird boxes erected in mature sycamore trees. • 4 bat boxes erected in mature pines in the northeast of field.
Western	<ul style="list-style-type: none"> • Plant mixed species hedge consisting of hawthorn (<i>Crataegus monogyna</i>), blackthorn (<i>Prunus spinosa</i>) and hazel (<i>Corylus avellana</i>). To be planted as a staggered double row hedge at 1 metre centres. • Restore dry stone walls along roadside. • Maintain and manage roadside verges to improve floral diversity.
Eastern	<ul style="list-style-type: none"> • Gap up existing hedgerow with species as previously stated.

Management for Field 638

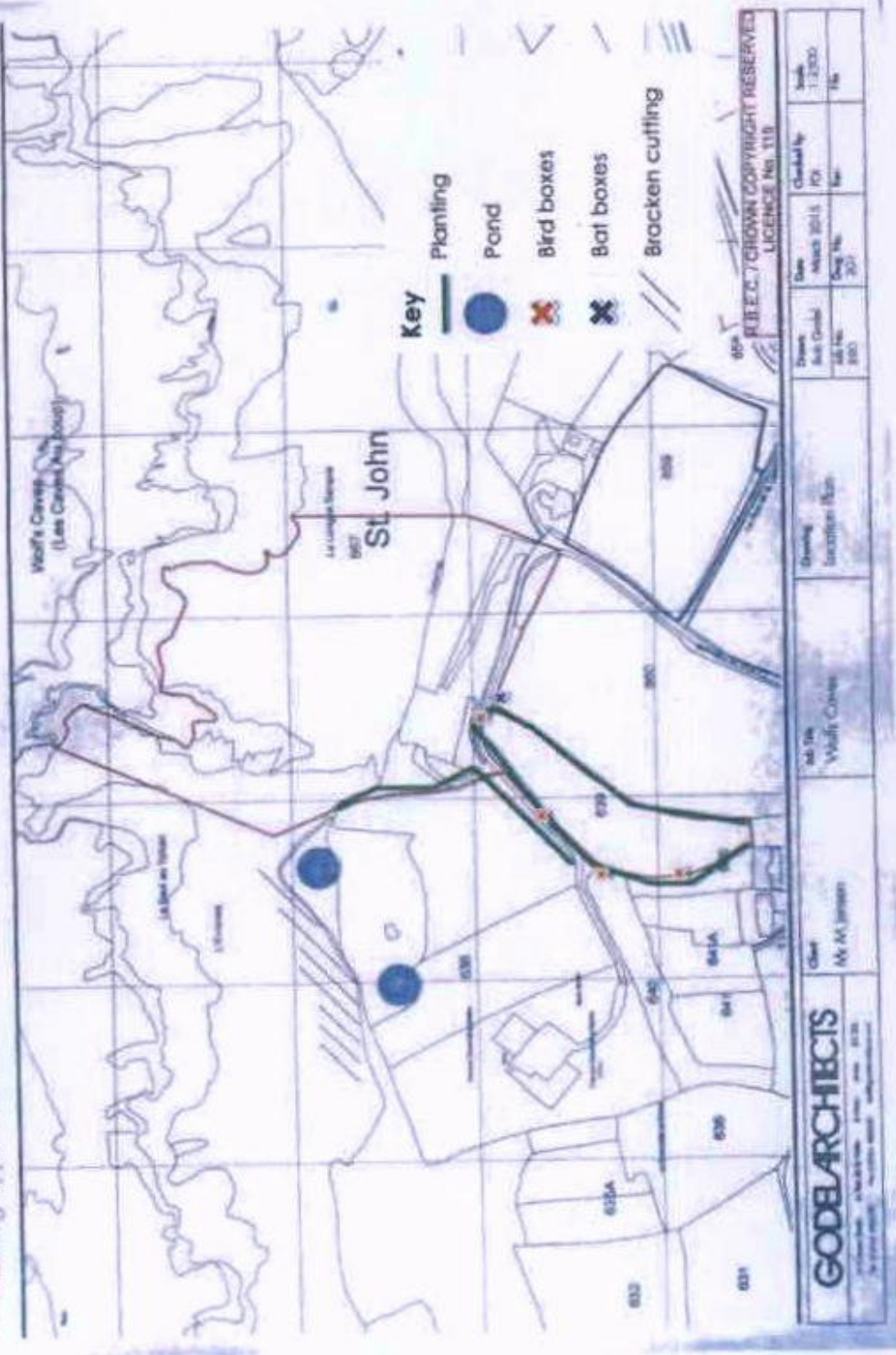
Boundary	Proposed management
Northern	<ul style="list-style-type: none"> • Plant mixed species hedge consisting

	<p>of hawthorn (<i>Crataegus monogyna</i>), blackthorn (<i>Prunus spinosa</i>) and hazel (<i>Corylus avellana</i>). To be planted as a staggered double row hedge at 1 metre centres.</p> <ul style="list-style-type: none">• Cut bracken and manage to establish heather on slope to north/northwest of field.• Enhance copse to north/northwest of field by planting out willow (<i>Salix spp</i>), English oak (<i>Quercus robur</i>), hazel (<i>Corylus avellana</i>) and elder (<i>Sambucus nigra</i>).• Potentially construct 2 ponds to the north/northwest of field. Please refer to Map 1 (Appendix 2).
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Appendix 2

A4 Planning Application

Wolfs Caves



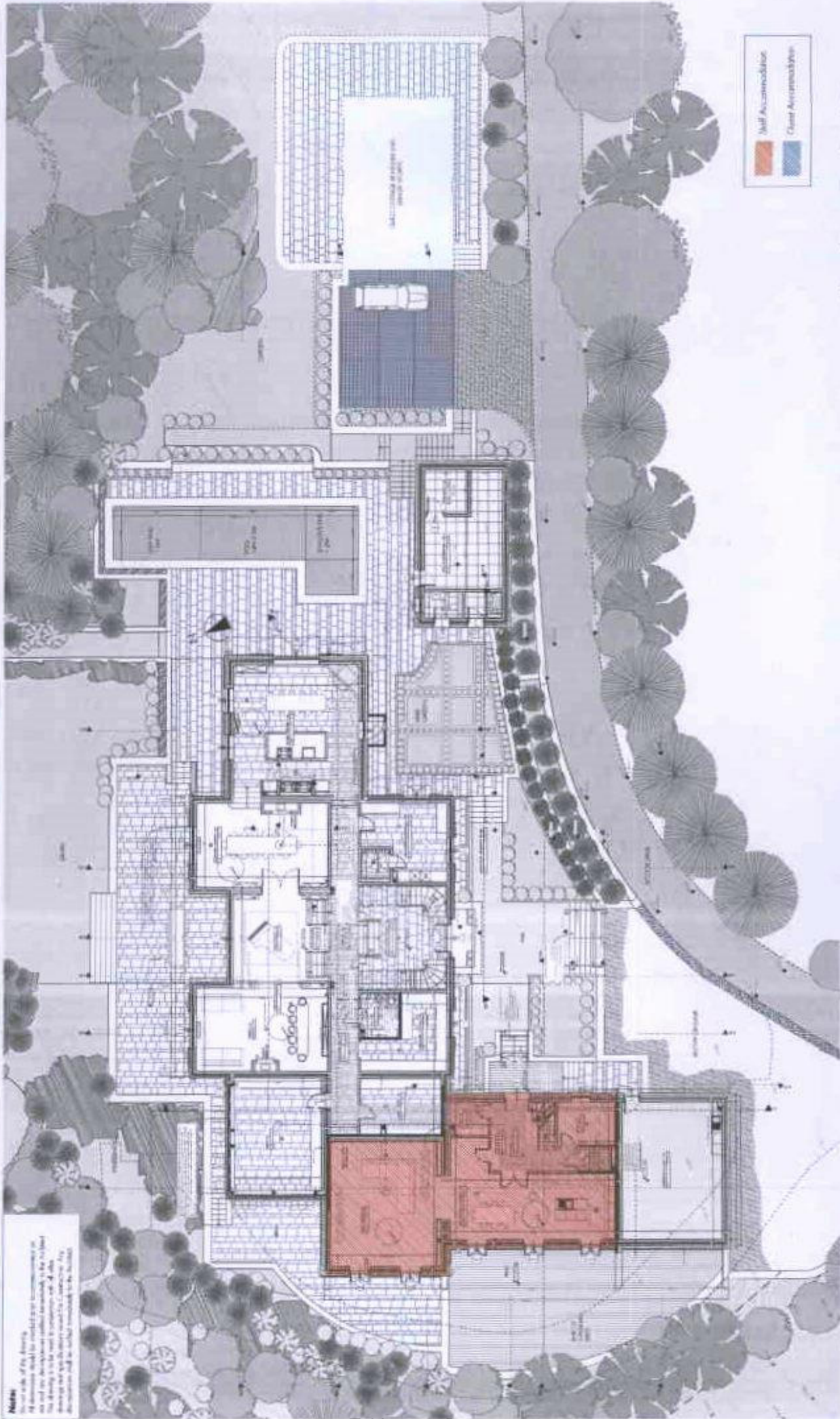
Map 1. Proposed management of Fields 639 and 638 (Map courtesy of Godel Architects Date: March 2015, Drawing No: 201)

SCHEDULE 8

Staff and Guest Accommodation Drawings

A3

Wolfs Cavès

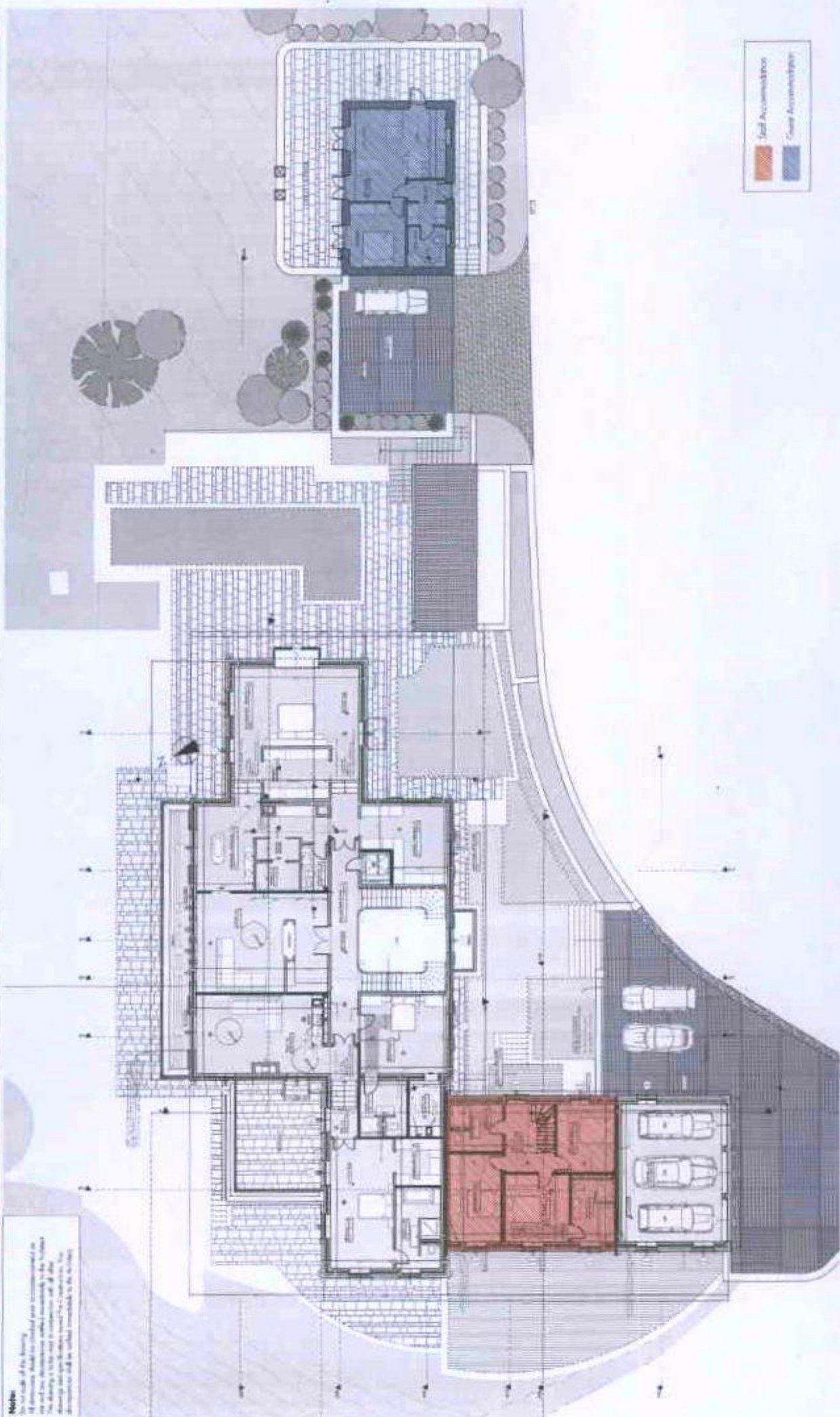


Notes:
 1. For the sake of the Agency, all dimensions shown on this drawing are approximate and are not to be used for construction purposes. All dimensions shall be verified on-site by the Contractor. The Contractor shall be responsible for the accuracy of all dimensions.

Sketches - For Info/Comment

Client GODELARCHITECTS 10000 Blvd. de la Vallée 10000, Québec, QC H3V 2E6	Job Title Wolfs Cavès	Drawing PCA Appendix - Self and Guest Accommodation - lower floor	Drawn Bob Godel	Date March 2015	Checked by FDX	Scale 1:200
			Job No. 000	Draw No. 01/1	No.	File

Notes:
 Do not scale off the drawing.
 All dimensions should be checked prior to construction on site and any discrepancies noted immediately to the architect. The drawing is to be used in conjunction with all other drawings and shall be subject to amendments by the architect.

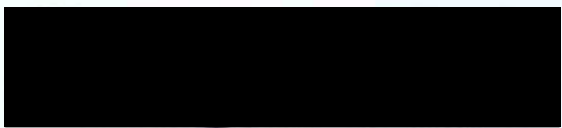


■	Staff Accommodation
■	Guest Accommodation

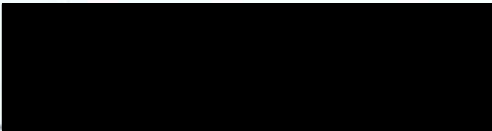
Sketches - For Info/Comment

GODELARCHITECTS <small>111 Glenview Road, Glenview, NSW 1522 Tel: 02 9439 4000 Fax: 02 9439 4001 www.godelarchitects.com.au</small>	Client	Job Title	Drawing	Drawn	Date	Checked by	Scale
		Wolfs Caves	POA Appendix: Staff & Guest Accommodation - Upper Floor	Bill David Job No. 880	March 2013 Rev No. 011	FD	1:200 N/A

SIGNED by the CHIEF OFFICER by



in the presence of:



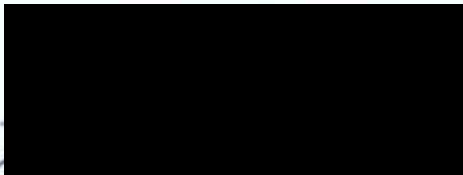
PETER LE GREYBY

LAWRENCE DAVIES

witness

This 30TH day of November 2017

SIGNED by Klaus Martin Jensen



in the presence of:



Attorney

Advocate Katharine Jane Marshall
Ogier
44 Esplanade
St Helier
Jersey
Channel Islands
JE4 9WG

witness S BUTTON

This day of 2017