

In the Royal Court of Jersey

Samedi Division

In the year two thousand and eighteen, the seventeenth day of July.

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 The Colesberg Hotel (1972) Limited in relation to the Colesberg Hotel, Rouge Bouillon, St Helier, 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 a private hotel known as "Colesberg Hotel" (formerly two houses numbers 31 and 33, respectively, "Rouge Bouillon"), JE2 3ZA.

Dated

16th July

2018

The Chief Officer for the Environment (1)

The Colesberg Hotel (1972) Limited (2)

DATE

2018

PARTIES

- (1) The Chief Officer for the Environment of States Offices, South Hill, St Helier, Jersey JE2 4US ("**the Chief Officer**");
- (2) The Colesberg Hotel (1972) Limited (Company Registration Number 5408) whose registered office is situate at Ellora West Old St Johns Road St Helier Jersey JE2 3LG ("**the Owner**")

RECITALS

- 1 The Owner warrants that it is the owner in perpetuity (*à fin d'héritage*) of the Site by virtue of a contract of Title to which it had right by contract of hereditary purchase dated 28 April, 1972, from Gladys Rosina Turner, née Humphreys.
- 2 The Owner submitted an application (accorded the reference PP/2017/1556) for detailed planning permission for the Development.
- 3 Having regard to the purposes of the Law the Island Plan 2011 and all other material considerations the Chief Officer is minded to approve the grant of planning permission for the Development subject to the prior completion of this Agreement to secure the obligations contained herein.
- 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.

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 outline planning permission in respect of the Site and described as "OUTLINE APPLICATION: Change of use of hotel to 13 No. one bed and 6 No. two bed apartments with semi-basement parking and vehicular access

	<p>onto Roussel Street. Replace 3 No. dormer windows to North-West elevation</p> <p>AMENDED DESCRIPTION (1): Change apartment tenure mix. Revised and re-proportioned South-East elevation to Roussel Street. Revised North-East elevation to Alton Gardens. Improved visibility from Roussel Street to Alton Gardens. Reduction in building mass away from Alton Gardens. Retain listed façade to Roussel Street. Alter and re-design link from apartments to listed building</p> <p>FURTHER AMENDED DESCRIPTION (2): Submitted details to address local residents' comments.</p> <p>FURTHER AMENDED DESCRIPTION (3): Design alterations to South-East elevation to Roussel Street. Alter and re-design link from apartments to listed building. Relocate car park entrance onto Roussel Street; and given the reference PP/2017/1556;</p>
"Bus Stops Contribution"	<p>the sum of three thousand pounds (£3,000) to be paid by the Owner to the Treasurer of the States to be applied by the Minister for Infrastructure towards the provision of two new bus stops either side of Rouge Bouillon in the environ of the Site;</p>
"Chief Officer"	<p>the person appointed from time to time as the chief executive officer (or equivalent) of the administration of the States department responsible for planning and building in accordance with Article 1 of the Law;</p>
"Commencement"	<p>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;</p>
"Contractor's Agreed Works Programme"	<p>means the programme for the construction of the Development (including all ancillary and incidental items of works thereto such as the election or not by the Owner to deliver 6sqm of new</p>

	footpath per residential unit in alternative to paying the Cycle and Walking Routes Contribution) between the Owner and the Contractor;
"Contractor"	means the principal contractor engaged by the Owner to carry out the Development;
"Cycle & Walking Routes Contribution"	the sum of twenty five thousand six hundred and fifty pounds (£25,650) to be paid by the Owner to the Treasurer of the States to be applied by the Minister for Infrastructure towards the provision of new lengths of cycle and footpaths in the environ of the Site;
"Development"	the development of the Site as set out in the Application;
"Footpath"	a strip of pavement tarmac finish along Roussel Street 400 mm wide and of a length of 30 metres
"Island Plan 2011"	The States of Jersey Island Plan, 2011 (as amended from time to time);
"Law"	the Planning and Building (Jersey) Law 2002;
"Junction Improvement Contribution"	the sum of thirty five thousand pounds (£35,000) to be paid by the Owner to the Treasurer of the States to be applied by the Minister for Infrastructure towards the improvement of the road junction with Rouge Bouillon and Roussel Street;
"Occupation, Occupy and Occupied"	occupation for the purposes permitted by the Planning Permit but not including occupation by personnel engaged in demolition, site clearance, construction, fitting out or decoration or occupation for marketing or display or occupation in relation to security operations;
"Plan"	the plan of the Site titled "Proposed Site Layout" numbered PL-11 Rev B attached at the First Schedule to this Agreement;
"Planning Permit"	the detailed planning permission for the Development granted by the Chief Officer pursuant to the Application, a copy of which is attached at the Second Schedule which said permission is granted and

	references to the Planning Permit include where the context permits any variations to the said planning permission from time to time;
"Professional Team"	means any project managers architects quantity surveyors structural engineers mechanical and electrical engineers and any other consultant or adviser employed or engaged by the Owner in preparation for or in connection with the carrying out of the Development;
"Royal Court"	the Royal Court of the Island of Jersey;
"Site"	A private hotel known as "Colesberg Hotel" (formerly two houses bearing the numbers 31 and 33, respectively, "Rouge Bouillon"), St Helier JE2 3ZA, together with the buildings, gardens and appurtenances dependant thereto the whole as shown for the purpose of identification edged by a broken black line on the Plan;

2 CONSTRUCTION OF THIS AGREEMENT

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

- 2.7 This Agreement shall be construed so as to give effect to the purpose of the Law.

3 LEGAL BASIS

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

4 CONDITIONALITY

This Agreement is conditional upon

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

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

5 OWNER COVENANTS

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 PUBLIC REGISTRY OF CONTRACTS

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

7. MISCELLANEOUS

- 7.1 Where the agreement, approval, consent or expression of satisfaction is required by the Owner from the Chief Officer under the terms of this Agreement such agreement, approval or consent or expression of satisfaction shall not be unreasonably withheld or delayed and any such agreement, consent, approval or expression of satisfaction may be given on behalf of the Chief Officer by the Director - Development Control of Planning and notice or communication to the Chief Officer pursuant to the provisions of this Agreement shall be addressed to the Director - Development Control of Planning at Planning and Building Services South Hill St Helier Jersey JE2 4US or as otherwise notified for the purpose by notice in writing.
- 7.2 Any notices on the Owner shall be deemed to have been properly served if sent by ordinary post to and addressed to such party at the address referred to above or as otherwise notified for the purpose by notice in writing.
- 7.3 Insofar as any clause or clauses of this Agreement are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or

unenforceability shall not affect the validity or enforceability of the remaining provisions of this Agreement.

- 7.4 This Agreement shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permit shall be quashed, cancelled, revoked or otherwise withdrawn or (without the consent of the Owner) it is modified (other than by process under Article 10 of the Law) by any statutory procedure or expires prior to the Commencement of Development.
- 7.5 No person shall be liable for any breach of any of the planning obligations or other provisions of this Agreement after it shall have parted with its entire interest in the Site but without prejudice to liability for any subsisting breach arising prior to parting with such interest.
- 7.6 Nothing in this Agreement shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Planning Permit) granted (whether or not on appeal) after the date of this Agreement.
- 7.7 Except in so far as legally or equitably permitted this Agreement shall not prejudice or fetter or affect any statutory power discretion or duty of the Chief Officer and without prejudice to the generality of the foregoing it is agreed between the parties hereto that any benefit or power conferred on the Chief Officer by any of the obligations or covenants by the Owner in favour of the Chief Officer under this Agreement are in addition to any of the Chief Officer's statutory powers under the Law.
- 7.8 Nothing contained herein shall be construed as obviating the need for the Owner to obtain or acquire from any third party with respect to the Development or its use any consents permits authorisations rights interests in land or servitudes.
- 7.9 Nothing in this Agreement shall be construed or interpreted in such a way or inference to be drawn so as to place or create a duty of care upon the Chief Officer as a result of the Chief Officer agreeing to accept the covenants agreements and undertakings on the part of the Owner as contained herein.
- 7.10 The Owner shall not be entitled to any costs or compensation as a result of the making of this Agreement and the obligations contained herein.
- 7.11 All communications and notices served or made under this Agreement shall be in writing.

8 WAIVER

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

9 CHANGE IN OWNERSHIP

The 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 legal ownership of the Site occurring before all the obligations under this Agreement have been discharged.

10 DISPUTE RESOLUTION

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

11 GOODS AND SERVICES TAX

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

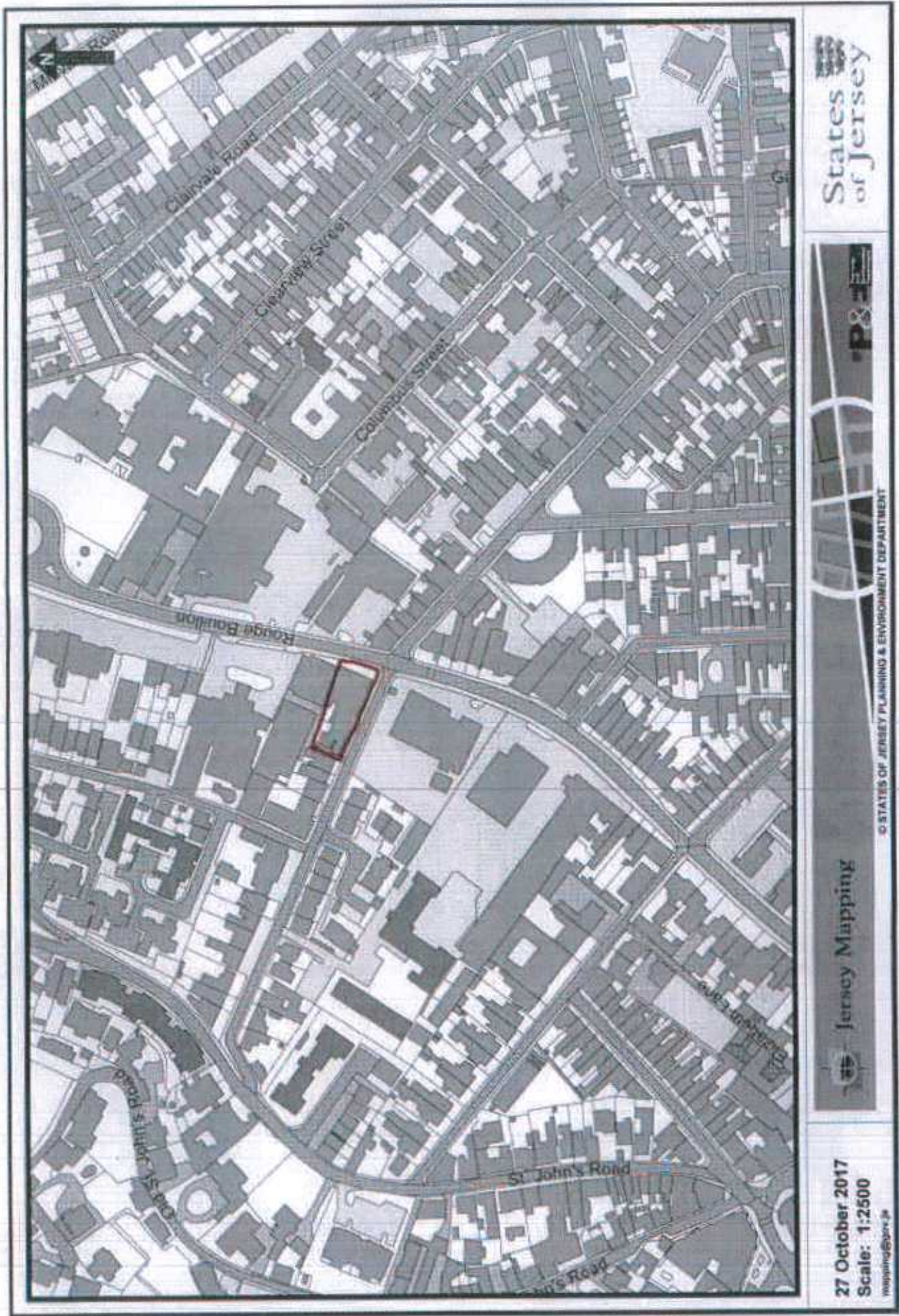
11.2 If at any time GST is or becomes chargeable in respect of any supply made in accordance with the terms of this Agreement then to the extent that GST had not previously been charged in respect of that supply the person making the supply shall have the right to issue a GST invoice to the person to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

12 JURISDICTION

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

FIRST SCHEDULE

The Plan



States of Jersey



© STATES OF JERSEY PLANNING & ENVIRONMENT DEPARTMENT

Jersey Mapping

27 October 2017
Scale: 1:2500
mapping@sj.gov.je

SECOND SCHEDULE

The Planning Permit

Decision Notice

PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2017/1556

DRAFT PLANNING PERMISSION

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:

Change of use of hotel to 13 No. one bed and 6 No. two bed apartments with semi-basement parking and vehicular access onto Roussel Street. Replace 3 No. dormer windows to North-West elevation. 3D Model available. AMENDED DESCRIPTION (1): Change apartment tenure mix. Revised and re-proportioned South-East elevation to Roussel Street. Revised North-East elevation to Alton Gardens. Improved visibility from Roussel Street to Alton Gardens. Reduction in building mass away from Alton Gardens. Retain listed façade to Roussel Street. Alter and re-design link from apartments to listed building. AMENDED PLANS RECEIVED. FURTHER AMENDED DESCRIPTION (2): Submitted details to address local residents' comments. FURTHER AMENDED PLANS RECEIVED. FURTHER AMENDED DESCRIPTION (3): Design alterations to South-East elevation to Roussel Street. Alter and re-design link from apartments to listed building. Relocate car park entrance onto Roussel Street. FURTHER AMENDED PLANS RECEIVED.

To be carried out at:

Colesberg Hotel, 31-33 Rouge Bouillon, St. Helier, JE2 3ZA.

APPROVED

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PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2017/1556

REASONS FOR APPROVAL: The proposed development is considered to be acceptable having due regard all of the material considerations raised. In particular, the development has been assessed against Policies SP 1; SP 2; SP 3 SP 4; SP 5; SP 6; SP 7; GD 1; GD 7; GD 8; HE 1; BE 3; BE 6 H 4; H 6; TT 4; TT 8; LWM 2; LWM 3 and WM 1 of the Adopted Island Plan 2011 (Revised 2014) in which the re-development of the site for residential development is acceptable in this sustainable location; the site can be suitably drained and accessed and the development can be provided without adversely impacting on the amenities of neighbouring properties or on the character and appearance of the area generally.

In addition, the representation raised to the scheme on the grounds of the overbearing impact; Increased traffic generation; impact on privacy, reduction in sunlight to Alton Gardens; Design and height out of keeping with the Colesberg, and the need for one bed flats is questionable have been assessed.

However, it is considered that the proposal accords with the terms of Policies GD 1, GD 7, HE 1 and BE 6 of the Adopted 2011 Island Plan (Revised 2014) in that it does not have an unreasonable impact on the existing residential character in this location, the setting of the adjoining listed building, the design is acceptable given the context of the area and the development will not impact on traffic safety.

INFORMATIVES:

Given comments received during the assessment of the application, the States of Jersey recommends that the applicant should be aware of the possible presence of ASBESTOS within the development site. It is recommended that further advice is sought from a suitably qualified professional prior to the commencement of development so as to reduce the risk to public health.

Given comments received during the assessment of the application, the States of Jersey recommends that the applicant should refer to the guidance contained in the document 'Guidelines on Noise Control for Construction Sites' which is available online at <http://www.gov.je/Industry/Construction/Pages/ConstructionSite.aspx> and 'British Standard BS5228:2009 Code of Practice for Noise and Vibration Control on Construction and Open Sites'.

Given comments received during the assessment of the application, the States of Jersey recommends that the applicant should refer to the guidance on The Control of Dust and Emissions from Construction and Demolition, which can be found online at: http://www.london.gov.uk/thelondonplan/guides/bpg/bpg_04.jsp

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PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2017/1556

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

- A. The development shall commence within three years of the decision date.
Reason: The development to which this permission relates will need to be reconsidered in light of any material change in circumstance.
- B. The development hereby approved shall be carried out entirely in accordance with the plans, drawings, written details and documents which form part of this permission.
Reason: To ensure that the development is carried out and completed in accordance with the details approved.

Condition(s):

1. Prior to their first use on site, samples of all external materials to be used (including any hard landscaping materials) shall be submitted to and approved in writing by the Department of the Environment. The approved materials shall be implemented in full and thereafter retained and maintained as such.
2. Prior to commencement of the development hereby approved, a Demolition/Construction Environmental Management Plan shall be submitted to and approved by the Department of the Environment. The Demolition/Construction Environmental Management Plan shall be thereafter implemented in full until the completion of the development and any variations agreed in writing by the Department prior to such work commencing. The Plan shall secure an implementation programme of mitigation measures to minimise the adverse effects of the proposal on the environment, and shall include but not be limited to:
 - A. A demonstration of compliance with best practice in controlling, monitoring, recording and reporting on any emissions to the environment (such as noise and vibration, air, land and water pollution);
 - B. Details of a publicised complaints procedure, including office hours and out of hours contact numbers;
 - C. Details of any proposed crushing/ sorting of waste material on site;
 - D. Specified hours of working;

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Decision Notice

PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2017/1556

3. No part of the development hereby approved shall be occupied until the means of vehicular access and car parking areas as indicated on the approved plans have been wholly constructed in accordance with the approved plans and shall thereafter be retained as such.
4. No part of the development hereby approved shall be occupied until the cycle parking facilities as indicated on the approved plan have been wholly constructed in accordance with the approved plans. The facilities shall thereafter be retained solely for the use of occupants of the development and maintained as such.
5. No part of the development hereby approved shall be occupied until the electric car charging facilities have been wholly constructed in accordance with the approved plans. The facilities shall thereafter be retained solely for the use of occupants of the development and maintained as such.
6. Prior to the development being brought into first use, visibility splays shall be laid out and constructed in accordance with the approved plans. The visibility splays shall then be maintained thereafter and no visual obstruction of any kind over the height of <PEDESTRIAN 600mm/ VEHICULAR 900mm> shall be erected within them.
7. Prior to commencement of the development hereby approved, an Ecological Assessment of the site must be submitted to and approved in writing by the Department of the Environment. The Ecological Assessment shall be undertaken by a suitably qualified person and to a methodology to be first agreed in writing by the Department of the Environment. All mitigation measures shall be carried out in full and in accordance with the recommendations of the Ecological Assessment.
8. Prior to the occupation of any part of the development hereby approved, the Percentage for Art contribution shall be delivered on site, in accordance with the details submitted in the approved Percentage for Art Statement.
9. No part of the development hereby permitted shall be begun until precise details of the methods to reduce, recycle and re-use construction and demolition waste have been submitted to, and approved in writing by, the Department of the Environment. The details shall be set out in a Waste Management Plan which shall assess, quantify and propose a method for each material identified.

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Decision Notice



PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2017/1556

Reason(s):

1. To promote good design and to safeguard the character and appearance of the surrounding area, in accordance with Policies GD1 and GD7 of the Adopted Island Plan 2011 (Revised 2014).
2. To ensure the development does not have an adverse impact on public health or the wider environment, in accordance with Policies GD1, GD6 and WM1 of the Adopted Island Plan 2011 (Revised 2014).
3. In the interests of highway safety, in accordance with Policy GD 1 of the Adopted Island Plan 2011 (Revised 2014).
4. In the interests of promoting sustainable patterns of development, in accordance with Policies TT9 and SP6 of the Adopted Island Plan 2011 (Revised 2014).
5. In the interests of promoting sustainable patterns of development, in accordance with Policies TT9 and SP6 of the Adopted Island Plan 2011 (Revised 2014).
6. In the interests of highway safety, in accordance with Policy GD1 of the Adopted Island Plan 2011 (Revised 2014).
7. To ensure the protection of all protected species in accordance with Policies NE1, NE2 and NE4 of the Adopted Island Plan 2011 (Revised 2014).
8. In accordance with the requirements of Policy GD 8 of the Adopted Island Plan 2011 (Revised 2014).
9. In accordance with the requirements of Policy WM 1 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 plans have been approved:

Location Plan
Design Statement
Heritage Statement
Public Art Statement
Crime Impact Statement
Existing Site Layout PL01
Existing Ground Floor Layout PL02
Existing First Floor Layout PL03
Existing Second & Third Floor Layout PL04

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Decision Notice

PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2017/1556



Existing South-West & South-East Elevations PL05
Existing North-West & North-East Elevations PL06
Existing Sections 1-1 & 2-2 PL07
Existing Sections 2 of 2 PL08
Proposed Demolition PL09 Rev A
Proposed Refurbishment of Grade 4 Listed Building PL10 Rev B
Proposed Site Layout PL11 Rev B
Proposed Ground Floor Layout PL12 Rev C
Proposed First Floor Layout PL13 Rev B
Proposed Second Floor Layout PL14 Rev B
Proposed Third Floor Layout PL15 Rev B
Proposed Fourth Floor Layout PL16 Rev B
Proposed South-West & South-East Elevations PL17 Rev B
Proposed North-West & North-East Elevations PL18 Rev B
Existing & Proposed Roussel Street Elevation PL19 Rev B
New Build Elevational Proportions PL20 Rev B
Proposed Elevations In Context PL21 Rev A
Proposed Sections 1-1 & 2-2 PL22 Rev B
Proposed Sections 3-3 & 4-4 PL23 Rev B
Existing & Proposed Section Detail 2-2 PL24 Rev A
Proposed Outline Section & Elevation PL25 Rev A
Proposed Materials PL26 Rev B
Section 1-1 and Elevation Details Existing and Proposed PL27
Existing Facade Sketch PL30
Existing Sliding Sash Typical Details PL31
Proposed Dormer Detail PL32
Proposed Rooflight Detail PL33
Proposed Glass Box Link Detail PL34
Fascade Details 1 of 2 PL35
Fascade Details 2 of 2 PL36
Existing & Proposed Visibility PL40 Rev A
Existing & Proposed Site Section PL41 Rev A
Landscape Proposals PL42 Rev A
Massing 3D Images PL43
3D Visuals of Proposal from Roussel Street PL44
3D Visuals of Proposals From Rouge Bouillon PL45

DECISION DATE:

APPROVED
APPROVED

THIRD SCHEDULE

The Owner Covenants with the Chief Officer

The Owner covenants, agrees and undertakes:

Commencement

- 1 Not to Commence the Development until the Owner has given to the Chief Officer not less than twenty-eight (28) days' notice in writing of its intention so to do.
- 2 Not to Commence the Development until the Owner has given to the Chief Officer and the Minister for Infrastructure the Contractor's Agreed Works Programme.
- 3 The Owner shall procure that the Development is carried out diligently and with all due expedition in accordance with the Contractor's Agreed Works Programme.
- 4 The Owner shall not permit any alteration modification or variation to be made to the Contractor's Agreed Works Programme that will delay the time in which the obligations under this Agreement are to be performed.
- 5 The Owner shall properly monitor and coordinate the functions of the Professional Team and ensure that the carrying out of the Development is properly monitored and coordinated and that the Professional Team shall use all proper skill and care in the supervision of the Development.

Bus Stops

- 6 Not to Commence or cause or permit to be Commenced any part of the Development until such time as the Bus Stops Contribution has been paid to the Treasurer of the States.

Junction Improvements

- 7 Not to Commence or cause or permit to be Commenced any part of the Development until such time as the Junction Improvements Contribution has been paid to the Treasurer of the States.

Cycle & Walking Routes

- 8 Not to Commence or cause or permit to be Commenced any part of the Development until such time as the Cycle & Walking Routes Contribution has been paid to the Treasurer of the States.

Footpath

- 9 Within 12 months of the commencement of the Development, to use reasonable endeavours to cede and transfer the Footpath to the Parish of St Helier, such contract of cession and transfer to be at nil consideration (the Owner bearing the Parish's reasonable legal costs of such transfer) and to

include a right for the building constructed pursuant to the Planning Permit to overhang the Footpath. Should the Parish decline to accept such conveyance on the aforesaid terms, the Owner shall in perpetuity allow without charge the free and unrestricted use of the Footpath by persons living and/or working on the Development and all members of the general public for the purpose of passing and repassing on foot and by bicycle subject only to:

- 9.1 the right to suspend public use of any part the Footpath pending maintenance or repair of that part but subject always to reasonable prior written notice having been given to the Minister of the intended works of repair or maintenance and the duration of any such disruption being kept to the minimum reasonably necessary to carry out the works; and
- 9.2 the right to exclude persons whose behaviour is abusive, intimidating, offensive, threatening, anti-social or criminal; and
- 9.3 to keep the Footpath unobstructed and free of any gates or barriers

FOURTH SCHEDULE

Chief Officer's covenants

1. The Chief Officer covenants with the Owner to, at the written request of the Owner from time to time, to provide written confirmation of the discharge of the obligations contained in this Agreement (or any of them) when and to the extent that the Chief Officer is satisfied that such obligations have been performed.
2. The Chief Officer hereby covenants with the Owner to use all sums received by the Treasurer of the States from the Owner under the terms of this Agreement for the purposes specified in this Agreement for which they are to be paid.
3. The Chief Officer covenants with the Owner that he will procure or arrange that the Treasurer of the States will pay to the Owner such amount of any payment made by the Owner to the Treasurer of the States under this Agreement which has not been expended in accordance with the provisions of this Agreement within seven years of the date of receipt by the Treasurer of the States of such payment.

Signed on behalf of the Chief Officer:

[Redacted signature]

Name and Position: *ANDREW SCATE / GROUP DIRECTOR RESOLUTION*

in the presence of

[Redacted signature]

Name and Position: *CHRISTOPHER JONES - SENIOR PLANNER*

this *16th* day of *July* 2018

Signed on behalf of The Colesberg Hotel (1972) Limited:

[Redacted signature]

Name and Position: *Stephani J. Beddoe M.D.*

in the p

[Redacted signature]

Alexandra Clare Britton Bassford
Associate
Collas Crill
Gaspé House
66-72 Esplanade
St Helier, Jersey JE1 4XD

Name and Position:

this *28th* day of *June* 2018