

In the Royal Court of Jersey

Samedi Division

In the year two thousand and thirteen, the eighteenth 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 Minister for Planning and Environment and West View Hotel Limited in relation to West View Hotel, La Grande Rue, St Mary, be registered in the Public Registry of this Island.

[REDACTED]
Greffier Substitute

LOD

Reg. Pub.

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

relating to the development of West View Hotel,
La Grande Rue, St Mary, JE3 3BD

Dated : 18th DECEMBER

2013

The Minister for Planning and Environment (1)

West View Hotel Limited (2)

DATE 18TH DECEMBER

2013

PARTIES

- (1) The Minister for Planning and Environment of South Hill, St Helier, Jersey JE2 4US ("the Minister")
- (2) West View Hotel Limited, Kensington Chambers, 46/50 Kensington Place, St Helier, JE1 1ET ("the Owner")

RECITALS

- 1 The Minister is the Minister of the States charged with the administration of the Law by whom the obligations in this Agreement are enforceable in accordance with the provisions of the Law.
- 2 The Owner warrants that it is the owner of the Site to which it has right in perpetuity (à fin d'héritage) by virtue of a contract of purchase from West View Holdings Limited passed before the Royal Court on 28th August 1981.
- 3 The Owner submitted the Application to the Minister.
- 4 Having regard to the purposes of the Law the Island Plan 2011 and all other material considerations the Minister considers it expedient in the interests of proper planning that provision should be made for certain highway and pedestrian safety improvements which will be necessitated as a result of the Development in the manner hereinafter appearing without which the Minister would not be so minded to grant.
- 5 The parties have agreed to enter into this Agreement in order to secure the planning obligations contained in this Agreement.
- 6 The Owner acknowledges that this Agreement is legally binding.

NOW THIS AGREEMENT WITNESSES AS FOLLOWS:

OPERATIVE PART**1 DEFINITIONS**

For the purposes of this Agreement the following expressions shall have the following meanings:

"Application" the application for planning permission dated 19th March 2013 submitted to the Minister for the Development and allocated reference number P/2013/0382

"Bus Stop Waiting Area Works" all works necessary for the provision of a recessed bus stop waiting area in the area labelled and hatched black

on the Plan in the First Schedule on La Grande Rue, St Mary

“Bus Stop Waiting Area Works Specification” a specification for the carrying out of the Bus Stop Waiting Area Works

“Commencement of Development” 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 site clearance, demolition work, 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 or advertisements and the words “Commence” and “Commenced” shall be construed accordingly.

“Development” the development of the Site to “*demolish existing hotel and swimming pool and construct five dwellings*” as set out in the Application.

“Law” the Planning and Building (Jersey) Law 2002

“Occupation” and “Occupied” 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.

“Pedestrian Footway Works” all works necessary to set back the southern boundary of the Site from the edge of La Verte Rue, St Mary by 1.5 metres and create a pedestrian footway on the land shown labelled and hatched black on the Plan in the First Schedule.

“Pedestrian Footway Works Specification” a specification for the carrying out of the Pedestrian Footway Works.

“Plan” the plan attached to this Agreement as the First Schedule

“Planning Permit” the planning permission subject to conditions to be granted by the Minister pursuant to the Application as set out in the Second Schedule.

“Roadway Improvement Works” all works necessary to reposition the roadside wall on the corner junction of La Verte Rue and La Grande Rue, St Mary by setting it back by 8 metres to the east of the Site on the land shown labelled and hatched black on the Plan in the First Schedule.

“Site” the land against which this Agreement may be enforced as shown on the Site Plan in the First Schedule

"TTS"	Transport and Technical Services
"TTS Director"	the relevant Director of Transport and Technical Services or his/her appointed representative for the time being to the States of Jersey.

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 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 include the successors in title to that party and to any deriving title through or under that party and in the case of the Minister 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 Minister against the Owner.

4 CONDITIONALITY

This Agreement shall come into effect immediately upon the date upon which it has been recorded as registered in the Royal Court as evidenced by an Act of the said Court.

5 THE OWNER'S COVENANTS

The Owner covenants and agrees with the Minister as set out in the Third Schedule 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 to the Site or any part or parts thereof.

6 PUBLIC REGISTRY OF CONTRACTS

The Minister 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 The Owner shall pay to the Minister on completion of this Agreement the reasonable legal costs of the Minister incurred in the negotiation, preparation and completion of this Agreement.
- 7.2 Where the agreement, approval, consent or expression of satisfaction is required by the Owner from the Minister 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 Minister by the Director of Planning and notice or communication to the Minister pursuant to the provisions of this Agreement shall be addressed to the Director at Planning and Building Services South Hill St Helier Jersey JE2 4US or as otherwise notified for the purpose by notice in writing
- 7.3 Any notices on the Owner shall be deemed to have been properly served if sent by ordinary post to and addressed to either party at the address given in this Agreement or such other address in the Island of Jersey as otherwise notified to the Minister by the Owner for the purpose by notice in writing
- 7.4 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.
- 7.5 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 Development.
- 7.6 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.
- 7.7 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.

- 7.8 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 Minister and without prejudice to the generality of the foregoing it is agreed between the parties hereto that any benefit or power conferred on the Minister by any of the obligations or covenants by the Owner in favour of the Minister under this Agreement are in addition to any of the Ministers' statutory powers under the Law
- 7.9 Nothing contained herein shall be construed as obviating the need for the Owner to obtain or acquire from the Public (whether in its public or private capacity) or the Parish of St Mary (whether in its public or private capacity) or any third party with respect to the Development or its use any consents permits authorisations rights interests in land or servitudes
- 7.10 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 Minister as a result of the Minister agreeing to accept the covenants agreements and undertakings on the part of the Owner as contained herein
- 7.11 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 or oblige the Public to accept or take a transfer of land
- 7.12 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 or oblige TTS to take over vest or adopt (as the case may be) any apparatus drains conduits services highways or other thing capable of being taken over vested in or adopted by TTS and to that end the certificate in writing (such certificate to be accompanied by or make reference to as built drawings) of the TTS Director of Transport as to the nature and/or extent of such taking over vesting or adoption shall be final
- 7.13 The Minister and/or TTS shall have no liability to the Owner for any costs or delays occasioned by the terms of or failure to obtain or receive timely consents, permissions, orders and approvals or the timeliness of the design, construction or commissioning of any works carried out by TTS
- 7.14 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
- 7.15 All communications and notices served or made under this Agreement shall be in writing

8 WAIVER

No waiver (whether expressed or implied) by the Minister 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 Minister from enforcing any of the relevant terms or conditions or for acting upon any subsequent breach or default.

9 CHANGE IN OWNERSHIP

The Owner agrees with the Minister to give the Minister immediate written notice of any change in ownership of any of its interests in the Site occurring before all the obligations under this Agreement have been discharged such notice to give details of the transferee's full name and registered office (if a company or usual address if not) together with the area of the Site or unit of occupation purchased by reference to a plan.

10 JURISDICTION

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

FIRST SCHEDULE

Site Plan

GALLAHER ARCHITECTS
 CHARTERED ARCHITECTS : PLANNING DEVELOPMENT CONSULTANTS
 INTERIOR DESIGN

12 DUMFRIES ST.
 ST. HELENS, MERSEY, C.I., L22 3RL
 E-MAIL : info@gallaherarchitects.co.uk
 TEL: PHONE 01524 724534
 FACSIMILE 01524 472008
 WEBSITE : www.gallaherarchitects.co.uk

SCALE 1:200 @ A2
 DATE Mar 2013
 JOB No. 1599
 REF DS
 DRG No. 400
 REV B

JOB TITLE
**West View
 St. Mary**

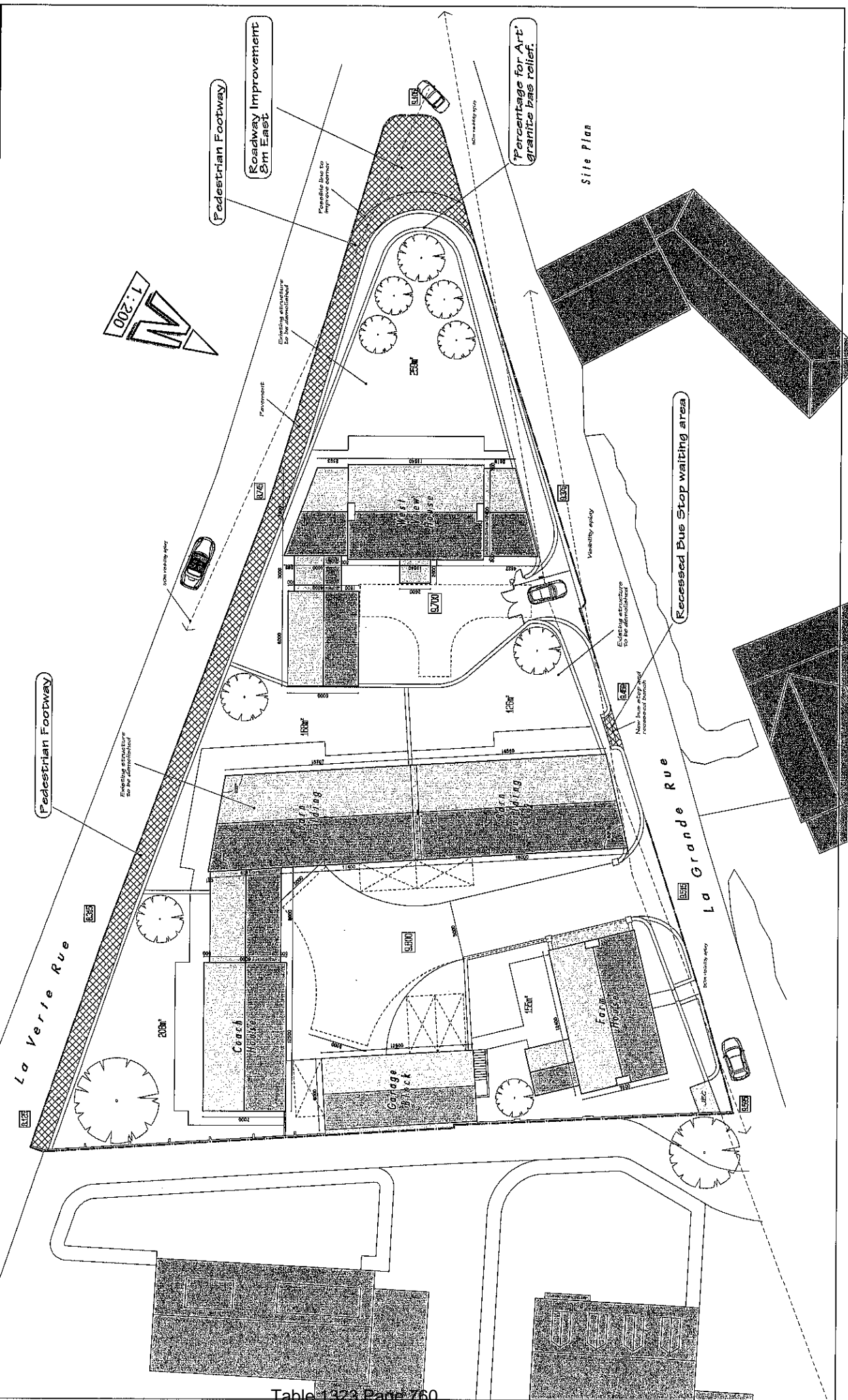
DRG TITLE
**Proposed
 Site Plan**

REVISION	DATE	DESCRIPTION
A		Bar map & bench to La Grande Rue, Ben Hill PPA, 17/07/2013.
B		Initial areas identified for Planning Obligation Agreement, 01/08/2013.

Scale in Metres @ 1:200

NOTES © Copyright - Gallaher Architects - 2007

The drawing remains the copyright of Gallaher Architects.
 No dimensions are to be scaled from this drawing. All dimensions must be verified on site.
 This drawing must be read in conjunction with all other drawings, specifications, specifications and subcontractors' details and documents issued in the contract.
 All subcontractors are to confirm to architect (architect's) drawings, unless written approval is given by the architect.
 The architect is responsible for setting out, temporary works, re-orientation of building process.
 Any discrepancy found in this drawing should be notified to the architect before the work affected proceeds.



SECOND SCHEDULE

The Planning Permit

**Department of the Environment
Planning & Building Services**

South Hill
St Helier, Jersey, JE2 4US
Tel: +44 (0) 1534 445508
Fax: +44 (0) 1534 445528

J Gallaher
Gallaher Architects Limited
12 Dumaresq Street
St. Helier
Jersey JE2 3RL

Planning Application Number P/2013/0382

Dear Sir

Application Address:	West View Hotel, La Grande Rue, St. Mary, JE3 3BD.
Description of Work:	Demolish existing hotel and swimming pool. Construct 5 No. dwellings. (Model available)

Please find enclosed notice of The Minister for Planning & Environment's decision regarding the above application.

Please note that the Conditions imposed on the Notice are important and should be strictly adhered to and any subsequent changes to the development which may affect the requirements of the Conditions should be notified to the Minister for Planning and Environment as soon as possible.

Failure to comply with the attached Conditions may result in the Minister for Planning and Environment instigating Enforcement Action.

Yours faithfully

M Jones - BA (Hons) 3D & Int. Des., MRTPI
Planner - Major Team
Planning and Building Services
Department of the Environment
direct dial: +44 (0) 1534 448439
fax: +44 (0) 1534 445528
email: m.jones@gov.je www.gov.je

Encl.

PI_2010

Chief Executive Officer: Andrew Scate BA (Hons), Dip TP, MRTPI

Department of the Environment
Planning and Building Services

South Hill
St Helier, Jersey, JE2 4US
Tel: +44 (0)1534 445508
Fax: +44 (0)1534 445528

Planning Application Number P/2013/0382

Decision Notice

PLANNING AND BUILDING (JERSEY) LAW 2002

IMPORTANT NOTICE

This notice gives permission under Article 19 of the Planning and Building (Jersey) Law 2002, as amended. In accordance with Article 24(i) of the Law the grant of this permission enures (except insofar as the permission otherwise provides) 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.

The development stated below may also require Building consent under Article 34, 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 who will be pleased to help.

The Minister for Planning & Environment, having considered your application hereby GRANTS PERMISSION TO DEVELOP LAND under Article 19 of the Planning and Building (Jersey) Law 2002.

Demolish existing hotel and swimming pool. Construct 5 No. dwellings. (Model available)

To be carried out at:

West View Hotel, La Grande Rue, St. Mary, JE3 3BD.

PLEASE NOTE: 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.

REASON 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 Policy NE7 of the Adopted Island Plan, 2011 whereby there is a general presumption against all forms of new development for whatever purpose. In this case, the proposal for the demolition of the existing hotel to be replaced with five new dwellings is regarded as acceptable because the scheme will

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deliver environmental benefit through the reduction in scale and massing of the existing foot print.

The application will also deliver increased green areas and improved landscapes to the site and will also deliver improved high way and pedestrian safety through the introduction of a pavement along la Verte Rue; improved visibility splays at the main road junction and a recessed seating area at the bus stop on La Grande Rue.

In addition, the representations received raised objections to the scheme on the grounds of loss of privacy to the residents to the east of the site. These concerns have been assessed in accordance with the Policies of the Adopted Island Plan, 2011 as highlighted in this report, the impacts of which on the private amenities of the neighbouring residents are not considered to be unreasonable.

In summary the proposals are considered to accord with the terms of Policies NE7; GD1; GD2; GD7; GD8; LWM2; LWM3; WM1; NR1; SP4 of the Adopted Island Plan, 2011, in that the development will not have an unreasonable impact on the surrounding neighbouring amenities or the character and distinctive landscape of this Green Zone location.

Subject to compliance with the following conditions and approved plan(s):

Standard Condition

- A. If the development hereby permitted has not commenced within five years of the decision date, this permission shall cease to be valid.

Reason: The Minister for Planning & Environment reserves the right to reconsider this proposal consequent on any future change of circumstances or policy.

Condition(s):

1. The development hereby approved shall be carried out entirely in accordance with the plans and documents permitted under this permit. No variations shall be made without the prior written approval of the Minister for Planning and Environment.

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2. Before any development first commences on site, samples of all the materials to be used in the construction of the new development shall be submitted to and approved in writing by the Minister for Planning and Environment. The approved scheme shall be implemented in full and shall be retained and maintained as such.
3. Prior to the commencement of development, details shall be submitted to and approved by the Minister for Planning and Environment, to provide a Demolition and Construction Environmental Management Plan to be thereafter implemented and maintained until completion of the development. The Demolition and Construction Environmental Management Plan shall include: -
 - A). A demonstration of compliance with best practice in relation to noise and vibration control, and control of dust and emissions,
 - B). Details of a publicised complaints procedure, including office hours and out-of-hours contact numbers;
 - C). Specified hours of working, including deliveries (0800 to 1800, Monday to Friday, 0830 to 1300 on Saturdays, with no work on Sundays, Bank Holidays or Public Holidays).
 - D). Details of any proposed crushing/sorting of waste material on site.
4. The development, hereby approved, shall be carried out in accordance with the Waste Management Plan of March 2013 which has been submitted to and approved by the Minister for Planning and Environment.
5. Prior to first use of the development, hereby permitted, visibility splays at the junction of La Verte Rue and La Grande Rue must be achieved in accordance with Planning document 1599 400 and thereafter retained and maintained as such. Further, prior to first use of the development, hereby permitted, visibility splays at the new entrance to 'West View House' and to the existing entrance at the 'Farm House' on La Grande Rue must be achieved in accordance with Planning document 1599 400 and thereafter retained and maintained as such. Everything within the visibility sight lines, including gates, walls, railings and plant growth is to be permanently restricted in height to 900mm above road level.
6. Prior to first use the development, hereby approved, the new units of accommodation shall be connected to the mains public foul sewer and thereafter retained and maintained as such.

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7. The public art shall be delivered in accordance with the advice of the appointed Approved Art Advisor and the Percentage for Art Statement received as part of the application documentation in March 2013 which has been submitted to and approved by the Minister for Planning and Environment. The works of art must be installed prior to the first use/occupation of the development hereby approved unless otherwise agreed in writing.

8. The development hereby permitted shall not be commenced until there has been submitted to and approved in writing by the Minister for Planning and Environment, a scheme of landscaping which shall provide details of the following;

- i) all existing trees, hedgerows and other plants, walls, fences and other features which it is proposed to retain on the site and on adjoining land within the same ownership;
- ii) the position of all new trees and/or shrubs, this must include the species of plant(s)/tree(s) to be planted, their size, number and spacing and the means to be used to support and protect them;
- iii) other landscape treatments to be carried out or features to be created, for example, any excavation works, surfacing treatments, or means of enclosure;
- iv) the measures to be taken to protect existing trees and shrubs; and,
- v) the arrangements to be made for the maintenance of the landscaped areas.

9. All planting and other operations comprised in the landscaping scheme approved under this permission, shall be carried out and completed in the first planting season following the commencement of the development.

10. Any trees or plant(s) planted in accordance with the approved scheme, which within a period of five years from the planting taking place; die, are removed or become seriously damaged or diseased, shall be replaced in the next planting season with others of similar size and species, unless the Minister for Planning and Environment gives written consent to a variation of the scheme.

Reason(s):

1. To ensure that the development is carried out and completed in accordance with the details approved by the Minister for Planning and Environment in accordance with Policy GD1 of the Adopted Island Plan, 2011.

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2. To safeguard the character and appearance of the Green Zone in accordance with the requirements of Policies NE 7 & GD 7 of the Adopted Island Plan 2011.
3. In the interests of protecting the amenities of the area generally and to accord with Policy GD1 of the Adopted Island Plan 2011.
4. In the interests of securing waste minimisation, and to accord with Policy WM1 of the Adopted Island Plan 2011.
5. In the interests of highway safety, in accordance with Policy GD 1 of the Adopted Island Plan, 2011.
6. To ensure that adequate drainage infrastructure is provided in support of the new development to accord with Policies LWM2, LWM3 & NR1 of the Adopted Island Plan, 2011.
7. So as to accord with the provisions of Island Plan Policy GD 8 of the Adopted Island Plan 2011.
8. To ensure that before development proceeds provision is made for a landscaping regime that will enhance the appearance of the development and help to assimilate it into the landscape, in accordance with Policy NE 7 of the Adopted Island Plan, 2011.
9. To ensure that the benefits of the approved landscaping scheme are not delayed and consequently make an early contribution to the amenity of the site in the interest of sustaining and enhancing landscape quality, in accordance with Policy NE 7 of the Adopted Island Plan, 2011.
10. To mitigate against the potential failure of trees and plants, and the extent to which that failure might threaten the success of the landscaping scheme, in accordance with Policy NE 7 of the Adopted Island Plan, 2011.

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Planning Application Number P/2013/0382

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

Existing Survey Floor Plans 1599/01 F

Existing Survey Original Farm House Details 1599/303

Proposed Site Plan 1599/400 Rev. 'A'

Proposed Site Elevations 1599/410

Proposed Elevations 1599/411

Proposed Plans & Sections 1599/420

Proposed Elevations 1599/421

Proposed Bay Elevation Details 1599/422

Proposed Ground Floor Plan 1599/430

Proposed First Floor Plan 1599/431A

Proposed Second Floor Plan 1599/432 A

Proposed Bay Elevation 1599/450

Proposed Coach House Elevation Details 1599/451

Proposed Barn Houses 1&2 Elevation Details 1599/452

Design Statement

Public Art Statement

Waste Management Plan

Structural Engineers Report

If written representations were made on this application this permission shall not have effect for a period of 28 days from the date of this notice, in order to allow for the lodging of any 'third party' appeal against the decision under Article 114 of the Law of the Planning and Building (Jersey) Law 2002.

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If during this period a person appeals in accordance with Article 114 of the Law, the decision shall not have effect until either the appeal is withdrawn or is determined. When any such appeal is determined the decision shall have effect, if at all, in accordance with that determination.

Signed for Director

DRAFT

APPROVED

THIRD SCHEDULE

The Owner's Covenants with the Minister

The Owner covenants and agrees and undertakes:

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

BUS STOP WAITING AREA WORKS

- 2 not to Commence the Development before the Bus Stop Waiting Area Works Specification has been submitted to the Minister for his approval (in consultation with the TTS Director) and has been approved by the Minister.
- 3 that the Owner will at its own expense undertake the Bus Stop Waiting Area Works or carry out or cause to be carried out the Bus Stop Waiting Area Works the whole in accordance with the approved Bus Stop Waiting Area Works Specification.
- 4 not to occupy or cause or permit to be occupied any dwelling on the Site until the Bus Stop Waiting Area Works have been completed to the reasonable satisfaction of the Minister (in consultation with the TTS Director).
- 5 on completion of the Bus Stop Waiting Area Works the Owner shall cede and transfer and the Public shall take conveyance of the relevant land (labelled and shown hatched black on the Plan in the First Schedule) free of all charges and encumbrances by contract to be passed before the Royal Court the Owner paying the proper and reasonable costs of and incidental to the said transfer (including all and any reasonable legal and professional costs)

PEDESTRIAN FOOTWAY WORKS

- 6 not to Commence the Development before the Pedestrian Footway Works Specification has been submitted to the Minister for his approval (in consultation with the TTS Director) and has been approved by the Minister.
- 7 that the Owner will at its own expense undertake the Pedestrian Footway Works or carry out or cause to be carried out the Pedestrian Footway Works the whole in accordance with the approved Pedestrian Footway Works Specification.
- 8 not to occupy or cause or permit to be occupied any dwelling on the Site until the Pedestrian Footway Works have been completed to the reasonable satisfaction of the Minister (in consultation with the TTS Director).
- 9 on completion of the Pedestrian Footway Works the Owner shall cede and transfer and the Public shall take conveyance of the relevant land (labelled and shown hatched black on the Plan in the First Schedule) free of all charges and encumbrances by contract to be passed before the Royal Court the Owner paying the proper and reasonable costs of and incidental to the said transfer (including all and any reasonable legal and professional costs)

ROADWAY IMPROVEMENT WORKS

- 10 that the Owner will at its own expense undertake the Roadway Improvement Works or carry out or cause to be carried out the Roadway Improvement Works.
- 11 not to occupy or cause or permit to be occupied any dwelling on the Site until the Roadway Improvement Works have been completed to the reasonable satisfaction of the Minister.
- 12 on completion of the Roadway Improvement Works the Owner shall cede and transfer and the Public shall take conveyance of the relevant land (labelled and shown hatched black on the Plan in the First Schedule) free of all charges and encumbrances by contract to be passed before the Royal Court the Owner paying the proper and reasonable costs of and incidental to the said transfer (including all and any reasonable legal and professional costs).

Signed on behalf of West View Hotel Limited

[Redacted signature]

E. M. A. COULT

Name and position: Director

Director / Secretary

[Redacted signature]

In the presence of

Name and position: ADVOCATE STEPHEN CRANE

this 13th day of December 2013

Signed on behalf of the Minister for Planning and Environment

[Redacted signature]

by

Name and position: PETER LE GREY (DIRECTOR)

[Redacted signature]

in the presence of

Name and position: MARION JONES Planner

this 16th day of December 2013