

# *In the Royal Court of Jersey*

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Samedi Division

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**In the year two thousand and sixteen, the thirteenth 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 Sheila Mary Jocelyn in relation to Lyndhurst, La Grande Route de la Côte, St Clement, 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 Lyndhurst, La Grande Route de la Cote,  
St. Clement JE2 6SB

Dated

*13<sup>th</sup> July*

2016

The Chief Officer for the Environment(1)

Sheila Mary Jocelyn (2)

DATE

13<sup>th</sup> July

2016

## PARTIES

- (1) The Chief Officer for the Environment of States Offices, South Hill, St Helier, Jersey JE2 4US ("the Chief Officer")
- (2) Sheila Mary Jocelyn of 1 Clos de la Rocque, La Rocque, Grouville ("the Owner")

**RECITALS**

- 1 The Owner warrants that she is the owner in perpetuity (*à fin d'héritage*) of the Site forming the remainder of property to which she had by right as devisee to the Will of the late William James Ronald Jocelyn, registered by Act of the Royal Court dated 19<sup>th</sup> March 1960, which the deceased had right by contract of purchase dated 4<sup>th</sup> October 1947 from Alice Marple.
- 2 With the agreement of the Owner, the Planning Application has been submitted by Rose Developments Limited.
- 3 Having regard to the purpose of the Law the Island Plan 2011 and all other material considerations planning permission is to be granted for the Development subject to the completion of this Agreement that provision should be made for regulating or facilitating the development or use of the Site in the manner hereinafter appearing and without such planning permission would not be so granted.
- 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:

<b>"Chief Officer"</b>	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.
<b>"Commencement"</b>	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.
<b>"Cycleway Contribution"</b>	the sum of five thousand pounds (£5,000) to be paid by the Owners to the Treasurer of the States to be applied by the Minister for Infrastructure for the purposes of the Eastern Cycle Network.
<b>"Development"</b>	the development of the Site in accordance with the Planning Permit.
<b>"Dwelling Unit"</b>	a residential unit forming part of the Development to be constructed pursuant to the Planning Permit.
<b>"Index"</b>	the all Items Index of Retail Prices for Jersey as issued from time to time by the Statistics Unit to the States of Jersey.
<b>"Interest"</b>	interest at three per cent above the base lending rate of the HSBC Bank Plc from time to time.

<b>"Law"</b>		the Planning and Building (Jersey) Law 2002.
<b>"Minister for Infrastructure"</b>		the Minister for Infrastructure, including his or her successor and any person or body to whom the functions of the Minister for Infrastructure may be transferred hereafter or lawfully delegated from time to time
<b>"Occupation" "Occupy" and "Occupied"</b>		means occupation for the purposes permitted by the Planning Permit but not including occupation by personnel engaged in construction, fitting out or decoration or occupation for marketing or display or occupation in relation to security operations.
<b>"Pedestrian Footway Works"</b>		all works necessary to create a 1.5m wide pedestrian footway with kerb alterations across the southern part of the Site that is adjacent to La Grande Route De La Cote and shown for the purpose of identification only on drawing 4996/62.
<b>"Pedestrian Footway Works Specification"</b>		a specification for the carrying out of the Pedestrian Footway Works.
<b>"Plan"</b>		the plan contained in the Second Schedule to this agreement.
<b>"Planning Application"</b>		the application for planning permission in respect of the Site and described as "Demolish existing dwelling and construct 5 No. two bed units with associated parking and landscaping." and given the reference P/2015/1947.



<b>"Planning Permit"</b>		the planning permission for the Development as applied for and described in the Planning Application (P/2015/1947) a copy of which is attached in the Third Schedule.
<b>"Royal Court"</b>		the Royal Court of the Island of Jersey.
<b>"Site"</b>		Lyndhurst, La Grande Route de la Cote, St. Clement JE2 6SB identified by a thick black edging and hatched black on the Plan upon which the Development is to be carried out.

## **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 Owners under this Agreement create planning obligations pursuant to Article 25 of the Law and are enforceable by the Chief Officer against the Owner.

### **4 EFFECTIVE DATE**

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

### **5 OWNERS COVENANTS**

The Owner covenants and agrees with the Chief Officer as set out in the Fourth 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 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 Owners 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 ownership of any of it's interest in the Site occurring before all the obligations under this Agreement have been discharged.

## **10 INDEXATION**

Any sum referred to in the Fourth Schedule shall be increased by an amount equivalent to the increase in the Index from the date on which this Agreement is registered in the Public Registry of Contracts until the date on which such sum is payable.

## **11 INTEREST**

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

## **12 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.

### **13 GOODS AND SERVICES TAX**

- 13.1 All *cause* given in accordance with the terms of this Agreement shall be exclusive of any GST properly payable in respect thereof.
- 13.2 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.

### **14 JURISDICTION**

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

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

Right as devisee to the Will of the late William James Ronald Jocelyn, registered by Act of the Royal Court dated 19<sup>th</sup> March 1960, which the deceased had right by contract of purchase dated 4<sup>th</sup> October 1947 from Alice Marple

The Site is shown for the purposes of identification on the Plan.

## SECOND SCHEDULE

### **The Plan**





17 LA MOTTE STREET, ST HELIER, JERSEY JE2 4BY  
 Tele: 01534 738835, Fax: 01534 709369, E-mail: email@morrisarchitects.co.uk

**General Notes**

Morris Architects © Copyright reserved 2004. Do not scale. Use written dimensions only. All dimensions in millimetres unless otherwise stated. This drawing must be read in conjunction with all other architect's and consultants' drawings, details and specifications. Any discrepancy between data/drawings and / or specifications must be referred to the architect before carrying out the work.



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**Project**  
 Lyndhurst  
 La Grande Route de la Côte  
 St. Clement  
 Jersey

**Drawing**  
 Location Plan

**Client**

<b>Date</b> Jan '14	<b>Scale</b> 1:2500 (A4)	<b>Drawn by</b> LD
<b>Drawing Number</b> 4996/01		<b>Revision</b>



THIRD SCHEDULE

**The Planning Permit**



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/2015/1947

# 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:

Demolish existing dwelling and construct 5 No. two bed units with associated parking and landscaping. 3D Model Available.

To be carried out at:

Lyndhurst, La Grande Route de la Cote, St. Clement, JE2 6SB.

Permission has been granted having taken into account the relevant policies of the approved Island Plan, together with other relevant policies and all other material considerations, including the consultations and representations received.

In addition, the representations raised to the scheme on the grounds of increase in traffic generation; loss of light; loss of privacy and overbearing have been assessed. However, it is considered that the proposal accords with the terms of Policy GD1 of the 2011 Island Plan (Revised 2014) in that it does not unreasonably harm the amenities of neighbouring users nor will it lead to unacceptable problems of traffic generation, safety and parking.

APPROVED



# Decision Notice

## PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2015/1947

### INFORMATIVE 1

Given comments received during the assessment of the application, the States of Jersey recommends that the applicant should be aware that the site has been identified as having the possible presence of protected wildlife species. It is the responsibility of the applicant to inform all site workers of the possibility of protected species on site and the implications under the Conservation of Wildlife (Jersey) Law (2000) and you are advised that it is your duty under the Law to stop work and notify the Department of Environment on +44 (0) 1534 441600 immediately should any species be found.

### INFORMATIVE 2

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'.

### INFORMATIVE 3

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](http://www.london.gov.uk/thelondonplan/guides/bpg/bpg_04.jsp)

### INFORMATIVE 4

Given comments received during the assessment of the application, the States of Jersey recommends that the applicant should be aware that if noise complaints are received in the future, the matter may be investigated and considered under the Statutory Nuisances (Jersey) Law 1999, and noise mitigation measures may then be required. These measures may themselves require planning permission.

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

- A. The development shall commence within five 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.

APPROVED

# Decision Notice

## PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2015/1947

- 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 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 600mm shall be erected within them unless otherwise agreed to in writing by the Department of the Environment.
2. No part of the development hereby approved shall be occupied until the vehicular manoeuvring area and respective car parking spaces have been laid out, surfaced and drained as indicated on the approved plans. The car parking spaces shall thereafter be retained solely for the use of occupants of the development and shall not be sub-let for any other purpose.
3. 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.
4. Prior to commencement of the development hereby approved, a scheme of landscaping shall be submitted to and approved in writing by the Department of the Environment. The scheme of landscaping shall provide details of the following:
  - i) all existing trees, hedgerows and other plants, walls, fences and other features which it is proposed to retain on the site;
  - 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;

APPROVED



# Decision Notice

## PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2015/1947

- iii) other landscape treatments to be carried out including any excavation works, surfacing treatments, or means of enclosure;
- iv) the measures to be taken to protect existing trees and shrubs;
- v) the presence of any invasive plant species on site, and if present, a detailed method statement for the removal and long-term management/ eradication of the species; and,
- vi) A landscape management plan for the maintenance of the landscaped areas.

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

5. Waste management shall be implemented in full accordance with the approved Waste Management Strategy. Any variations shall be agreed to in writing by the Department of the Environment prior to the commencement of such work.

6. Prior to commencement of the development hereby approved, 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. Details of all materials including windows, downpipes, hoppers, gutters, balconies, porches, roof materials, render finish and road/footpath/driveway surfacing. The approved scheme shall be implemented in full and shall be retained and maintained as such. For the avoidance of doubt, no tarmacadam shall be used anywhere within the site.

7. The windows and doors of the proposed development shall be set back a minimum of 75mm from the edge of the render around the window and door openings unless otherwise agreed in writing with the Department of the Environment.

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

- Extension to the dwelling (to include a conservatory);
- Free standing buildings within the curtilages of the dwelling;
- Addition or alteration to the roof;
- Erection of a porch, and
- Any windows or dormer windows.

9. Prior to the first use on site the following must be submitted to the Department of the Environment:

- i) Precise details relating to the exact form which the Percentage for Art contribution will take.

APPROVED

# Decision Notice

## PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2015/1947

Thereafter, the approved work of art must be installed prior to the first use / occupation of any part of the development hereby approved.

10. No part of the development hereby approved shall be occupied until the provisions and arrangements to be made for the storage, sorting, recycling and disposal of refuse are completed in accordance with the approved plans, and thereafter be retained and maintained as such.

### Reason(s):

1. In the interests of highway safety, in accordance with Policy GD1 of the Adopted Island Plan 2011 (Revised 2014).
2. To ensure that the development provides adequate provision for off-street parking and manoeuvring for users of the site, in the interests of highway safety and the general amenities of the area, in accordance with Policy GD1 of the Adopted Island Plan 2011 (Revised 2014).
3. 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).
4. To safeguard the character and appearance of the area in accordance with Policies GD1, NE1, NE2 and NE4 of the Adopted Island Plan 2011 (Revised 2014).
5. To protect the amenities of the occupiers of neighbouring properties and the visual amenities of the surrounding area, in accordance with Policies GD1 and WM1 of the Adopted Island Plan 2011 (Revised 2014).
6. 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).
7. To safeguard the character and appearance of the area in accordance with the requirements of Policies GD1 and GD7 of the Adopted Island Plan 2011 (Revised 2014).
8. To enable the Department of the Environment to control the development and so safeguard the character and visual amenities of the area and to ensure that adequate private amenity space is retained within the curtilage of the dwelling in compliance with the requirements of Policy GD1 of the Adopted Island Plan 2011 (Revised 2014).

APPROVED



# Decision Notice

## PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2015/1947

9. In accord with the provisions of Policy GD8 of the Adopted Island Plan 2011 (Revised 2014).

10. In accordance with Policy WM1 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](http://www.gov.je/planning)

The following plan(s) has/have been approved:

- 1-Location Plan
- 2-Proposed Site Plan (Drainage)
- 3-Proposed Floor Plans 4996/11A
- 4-Proposed North-East and South-West Elevations 4996/12B
- 5-Proposed South-East and North-West Elevations 4996/13A
- 6-Proposed Sections 4996/14B
- 7-Percent for Art Statement
- 8-Design Statement and Waste Management 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.

APPROVED

## FOURTH SCHEDULE

### **The Owner's Covenants with the Chief Officer**

The Owner covenants, agrees and undertakes:

#### **COMMENCEMENT**

- 1 Not to Commence the Development until the Owner have given to the Chief Officer twenty-eight (28) days' notice in writing of its intention so to do.

#### **EASTERN CYCLEWAY**

- 2 To pay the Cycleway Contribution to the Treasurer of the States prior to the Commencement of the Development
- 3 Not to Commence the Development until such time as the Cycleway Contribution has been paid to the Treasurer of the States.

#### **FOOTWAY**

- 4 Not to Commence the Development before the Pedestrian Footway Works Specification has been submitted to the Minister for his approval (in consultation with the Minister for Infrastructure) and has been approved by the Minister.
- 5 Not to Commence that part of the Development comprising the Pedestrian Footway Works until the Owner has given to the Minister for Infrastructure twenty-eight (28) days' notice in writing of his intention so to do
- 6 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.
- 7 That on completion of the Pedestrian Footway Works the Owner shall provide to or procure via its architect for the Minister three sets of as built plans (in such media format as the Minister

requires) and other information reasonably required by the Minister plus a further copy for the Minister for Infrastructure (for land survey and tying into the island co-ordinate system).

- 8 Not to Occupy or cause or permit to be Occupied the Dwelling Unit until such time as the Pedestrian Footway Works have been completed to the reasonable satisfaction of the Minister (in consultation with the Minister for Infrastructure).
- 9 That on completion of the Pedestrian Footway Works to notify the Minister for Infrastructure that the Owner considers that the Pedestrian Footway Works are ready and complete for transfer
- 10 Within 14 days of notification of completion of the Pedestrian Footway Works the Owner shall cede and transfer and the Public shall take conveyance of the relevant property 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)

## **FIFTH SCHEDULE**

### **Chief Officer's Covenants**

- 1 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.
- 2 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

by ..... [redacted] ..... (PETER LE GREY) )

in the presence of ..... [redacted] (Binay Duffell)

this 13<sup>th</sup> day of July, 2016

<sup>by</sup>  
Signed on behalf of Sheila Mary Jocelyn

by ... [redacted] .....

in the presence of ... [redacted] ADVOCATE S. CRANE

this 5<sup>th</sup> day of JULY 2016