

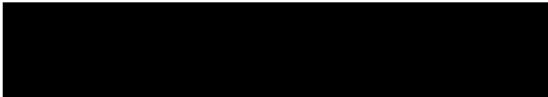
In the Royal Court of Jersey

Samedi Division

In the year two thousand and nineteen, the fourteenth day of June.

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, Hotel de France (Jersey) Limited and HSBC Bank Plc in relation to Hotel de France, St Saviour's Road, St Saviour, Jersey, JE1 7XP 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 part of the Hotel de France, St. Saviour's Road, St.
Saviour, Jersey JE1 7XP

Dated

14th June

2019

The Chief Officer for the Environment(1)

Hotel de France (Jersey) Limited (2)

HSBC Bank plc (3)

DATE

14th June

2019

PARTIES

- (1) The Chief Officer for the Environment of States Offices, South Hill, St Helier, Jersey JE2 4US (the "**Chief Officer**")
- (2) Hotel de France (Jersey) Limited of Hotel De France, St. Saviour's Road, St Helier, Jersey JE1 7XP (the "**Owner**")
- (3) HSBC Bank plc of HSBC House, Esplanade, St Helier, Jersey, Channel Islands JE1 1HS (the "**Hypothecator**")

RECITALS

- 1 The Owner warrants that it is the owner in perpetuity (*à fin d'héritage*) of the Site to which it had right (amongst other realty) by contract of purchase dated the 30 April 1971 from John Vaughan Reynolds.
- 2 With the agreement of the Owner, the Planning Application has been submitted by Dandara Jersey Limited.
- 3 The Hypothecator has an interest in the Site by virtue of the registration of a judicial hypothec over the Site by act of the Royal Court of Jersey dated 23 June 2017.
- 4 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.
- 5 The parties hereto have agreed to enter into this Agreement in order to secure the planning obligations contained herein.
- 6 The parties acknowledge that this Agreement is legally binding.
- 7 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:

<p>“Bus Subsidy Contribution”</p>	<p>the sum of one hundred and sixty five thousand six hundred and forty four pounds (£165,644) to be paid by the Owner to the Treasurer of the States to be applied by the Infrastructure Minister for the purposes of bus services in the vicinity of the Site within St Helier</p>
<p>“Chief Officer”</p>	<p>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</p>
<p>“Contributions”</p>	<p>the Bus Subsidy Contribution, the Cycle Stands Works Contribution, the Cycle/Walking Routes Contribution, the Lido Bus Shelter Works Contribution, the Offsite Bus Shelter Contribution and the Pedestrian Crossing Contribution</p>
<p>“Cycle/Walking Routes Contribution”</p>	<p>the sum of eighty three thousand six hundred and twenty one pounds (£83,621) to be paid by the Owner to the Treasurer of the States to be applied by the Infrastructure Minister for the purposes of cycle and/or walking routes in the vicinity of the Site within St Helier</p>
<p>“Cycle Stands and Lido Bus Shelter Works Land”</p>	<p>that part of the Retained Property shown on the plan contained at Part A of the Fifth Schedule</p>

"Cycle Stands Works Contribution"	the sum of three hundred pounds (£300) to be paid by the Owner to the Treasurer of the States to be applied by the Infrastructure Minister for the purposes of installation of three cycle stands on the Cycle Stands and Lido Bus Shelter Works Land
"Commencement"	means the date on which any operation forming part of the Development permitted by the Planning Permit or any subsequent planning permission for the Development begins to be carried out and "Commence" and "Commenced" shall be construed accordingly
"Development"	the development of the Site in accordance with the Planning Permit
"Dwelling Unit"	a residential unit forming part of the Development to be constructed pursuant to the Planning Permit
"Footway Widening Works"	the works of widening the footway on Wellington Road in accordance with a specification consistent with the Footway Widening Works and Pedestrian Link Works Plan agreed by the Owner with the Infrastructure Minister
"Footway Widening Works and Pedestrian Link Works Plan"	the plan contained at Part B of the Fifth Schedule
"GST"	goods and services tax under the Goods and Services Tax (Jersey) Law 2007

"Index"		the all Items Index of Retail Prices for Jersey as issued from time to time by the Statistics Unit to the States of Jersey
"Infrastructure Minister"		the Minister for Infrastructure of the States of Jersey 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
"Interest"		interest at three per cent above the base lending rate of the HSBC Bank Plc from time to time
"Law"		the Planning and Building (Jersey) Law 2002
"Lido Bus Shelter Works"		the construction of a bus shelter with Real Time Information display on the Cycle Stands and Lido Bus Shelter Works Land
"Lido Bus Shelter Works Contribution"		the sum of sixteen thousand five hundred pounds (£16,500) to be paid by the Owner to the Treasurer of the States to be applied by the Infrastructure Minister for the purposes of the Lido Bus Shelter Works
"Occupation" "Occupy" and "Occupied"		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

"Offsite Bus Shelter Contribution"	the sum of eleven thousand five hundred pounds (£11,500) to be paid by the Owner to the Treasurer of the States to be applied by the Infrastructure Minister for the purposes of the construction of a bus shelter on St Saviour's Road
"Pedestrian Crossing Contribution"	the sum of seventy five thousand pounds (£75,000) to be paid by the Owner to the Treasurer of the States to be applied by the Infrastructure Minister for the purposes of a pedestrian crossing in the vicinity of the Site within St Helier
"Pedestrian Link Works"	the works of creating a pedestrian link between the car park to be constructed on the Site as part of the Development and Wellington Road in accordance with a specification consistent with the Footway Widening Works and Pedestrian Links Works Plan agreed by the Owner with the Department for the Environment
"Plan"	the plan contained in the First Schedule
"Planning Application"	the application for planning permission in respect of the Site and described as "Demolish 3 No. buildings including South wing of hotel, dining hall and parking building, associated staff accommodation and services building. Construct 62 No. one bed and 62 No. two bed residential units with associated structures, services, parking and landscaping. Alteration to vehicular access onto Wellington Road and restore roadside wall" and given the reference P/2019/0193
"Planning Permit"	the planning permission for the Development as applied for and described in the Planning Application, a

		copy of which is attached in the Third Schedule and references to the Planning Permit include where the context permits any variations to the said planning permission from time to time
"Public"		the Public of the Island of Jersey
"Retained Property"		the Owner's immovable property other than the Site
"Royal Court"		the Royal Court of the Island of Jersey
"Site"		a certain development site known as "the East Wing" situated to the South of and forming part of the Hotel de France together with buildings, roadways, land and appurtenances as 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 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 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 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 CHIEF OFFICER COVENANTS

The Chief Officer covenants with the Owner as set out in the Fourth Schedule.

7 PUBLIC REGISTRY OF CONTRACTS

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

8 MISCELLANEOUS

- 8.1 Where the agreement, approval, consent or expression of satisfaction is required by the Owner from the Chief Officer under the terms of this Agreement such agreement, approval or consent or expression of satisfaction shall not be unreasonably withheld or delayed and any such agreement, consent, approval or expression of satisfaction may be given on behalf of the Chief Officer by the Director - Development Control of Planning and notice or communication to the Chief Officer pursuant to the provisions of this Agreement shall be addressed to the Director - Development Control at Planning and Building Services South Hill St Helier Jersey JE2 4US or as otherwise notified for the purpose by notice in writing.
- 8.2 Any notices on the Owner shall be deemed to have been properly served if sent by ordinary post to and addressed to such party at the address referred to above or as otherwise notified for the purpose by notice in writing.
- 8.3 Insofar as any clause or clauses of this Agreement are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Agreement.
- 8.4 This Agreement shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permit shall be quashed, cancelled, revoked or otherwise withdrawn or (without the consent of the Owner) it is modified (other than by process under Article 10 of the Law) by any statutory procedure or expires prior to the Commencement of Development.
- 8.5 No person shall be liable for any breach of any of the planning obligations or other provisions of this Agreement after it shall have parted with its entire interest in the Site but without prejudice to liability for any subsisting breach arising prior to parting with such interest.
- 8.6 Nothing in this Agreement shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Planning Permit) granted (whether or not on appeal) after the date of this Agreement.

- 8.7 Except in so far as legally or equitably permitted this Agreement shall not prejudice or fetter or affect any statutory power discretion or duty of the Chief Officer and without prejudice to the generality of the foregoing it is agreed between the parties hereto that any benefit or power conferred on the Chief Officer by any of the obligations or covenants by the Owner in favour of the Chief Officer under this Agreement are in addition to any of the Chief Officer's statutory powers under the Law.
- 8.8 Nothing contained herein shall be construed as obviating the need for the Owner to obtain or acquire from any third party with respect to the Development or its use any consents permits authorisations rights interests in land or servitudes.
- 8.9 Nothing in this Agreement shall be construed or interpreted in such a way or inference to be drawn so as to place or create a duty of care upon the Chief Officer as a result of the Chief Officer agreeing to accept the covenants agreements and undertakings on the part of the Owner as contained herein.
- 8.10 The Owner shall not be entitled to any costs or compensation as a result of the making of this Agreement and the obligations contained herein.
- 8.11 All communications and notices served or made under this Agreement shall be in writing.

9 WAIVER

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

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 their interest in the Site occurring before all the obligations under this Agreement have been discharged but this obligation shall not extend to the disposal by the Owner of each Dwelling Unit to a purchaser for his own or his family or his tenant's Occupation.

10 HYPOTHECATOR'S CONSENT

The Hypothecator acknowledges and declares that this Agreement has been entered into by the Owner with its consent and that the Site shall be bound by the obligations contained in this Agreement and that the security of the Hypothecator over the Site shall take effect subject to this Agreement PROVIDED THAT the Hypothecator shall otherwise have no liability under this Agreement unless it takes ownership of any part of the Site in which case it too will be bound by the obligations as a person deriving title from the Owner.

11 INDEXATION

Any sum referred to in the Third Schedule shall be increased by an amount equivalent to the increase in the Index from (a) the date on which the Planning Permit becomes capable of implementation following the elapse of the statutory period for the making of a third party appeal without any such appeal having been made or, if applicable, the final determination of any third party appeal until (b) the date on which such sum is payable.

12 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.

13 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.

14 GOODS AND SERVICES TAX

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

14.2 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

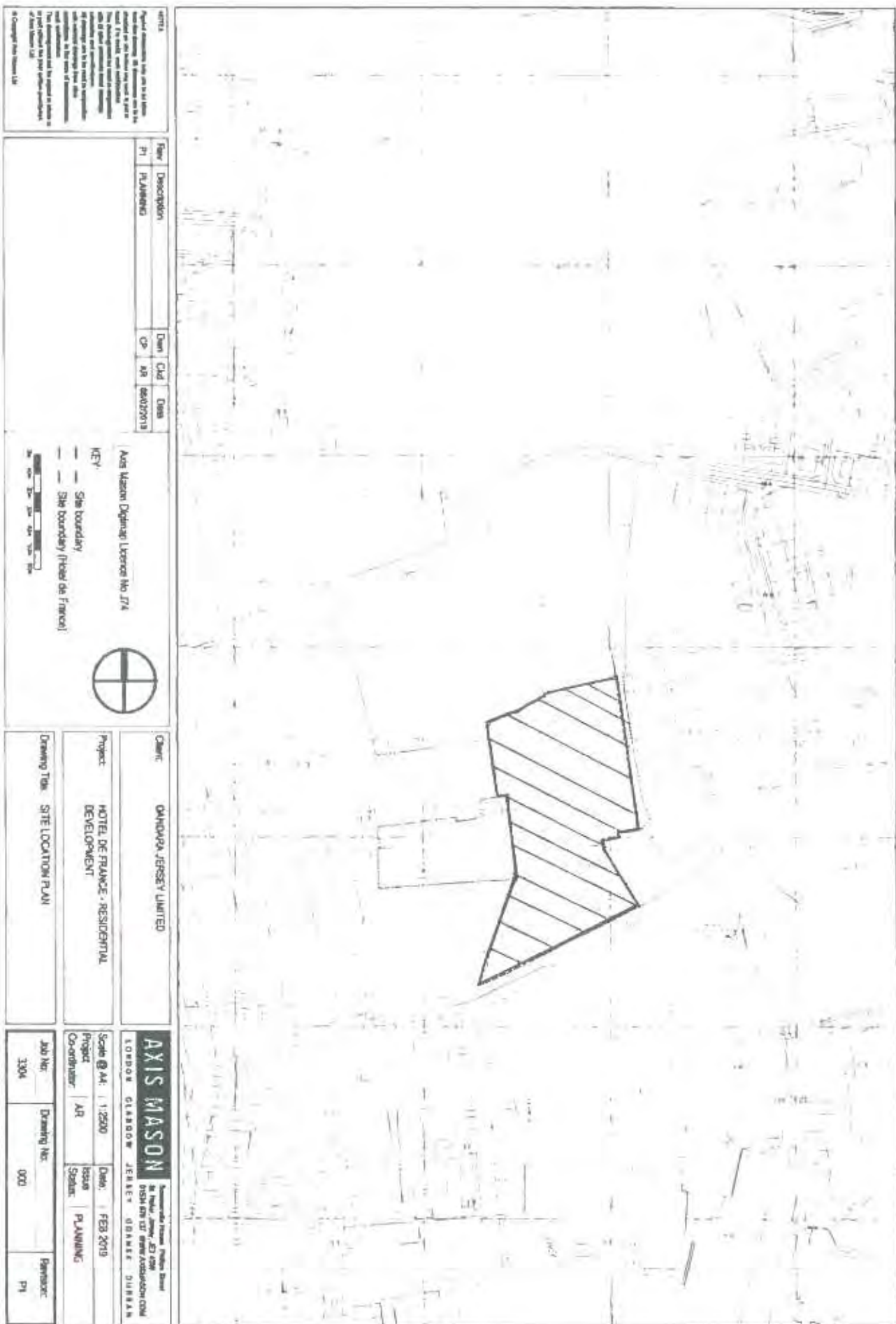
previously been charged in respect of that supply the person making the supply shall have the right to issue a GST invoice to the person to whom the supply was made and the GST shall be paid accordingly.

15 JURISDICTION

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

FIRST SCHEDULE

The Plan



SECOND SCHEDULE

The Planning Permit

Decision Notice



PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2019/0193

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:

Demolish 3 No. buildings including South wing of hotel, dining hall and parking building, associated staff accommodation and services building. Construct 62 No. one bed and 62 No. two bed residential units with associated structures, services, parking and landscaping. Alteration to vehicular access onto Wellington Road and restore roadside wall. 3D Model available. AMENDED PLANS RECEIVED Increased parking provision

To be carried out at:

Hotel de France, St. Saviours Road, St. Saviour, JE1 7XP.

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

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 H6 of the Island Plan which states that new housing will be permitted within the Built up Area. The internal room/flat sizes meet the minimum housing standards and suitable amenity space is provided in the form of a communal central courtyard and private balconies to many of the apartments.

In addition, the representations raised to the scheme on the grounds of impact on parking, traffic and neighbouring properties have been

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PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2019/0193

assessed. However, it is considered that the proposal accords with the terms of Policy GD1 of the Island Plan due to the distances to neighbouring properties, the oppressive nature of the existing buildings on site in closer proximity than the proposed buildings to neighbouring properties with existing windows overlooking neighbouring properties, the relative heights (taking into account the set back and land levels) between the proposed development and neighbouring properties and the conclusions of the daylight and sunlight report submitted by the Applicant, that there would not be an unreasonable loss of light or overbearing impact to neighbouring uses.

Amended plans have been submitted during this application to increase the level of parking provision so as beneath the 2 main blocks would be car parking for 124 vehicles for residents of the development (1 space per unit) and 6 spaces for visitors. There will also be parking for hotel residents. There will be a total of 260 secure resident's cycle spaces across the whole site (plus 10 cycle spaces for hotel staff and visitors).

This proposed parking provision is considered acceptable taking into account its central sustainable location within walking distance of the town centre and close to public transport.

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):

- The development hereby permitted shall not be commenced until there has been submitted to and approved in writing by the Department of the Environment a Phasing Plan which shall include details of the order in which the principal elements of the development are proposed to be carried out. These shall include ground preparation works, construction of each Block of the development, vehicular access, car parking, the public realm and landscape works. The development shall thereafter be implemented only in

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Decision Notice



PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2019/0193

accordance with the approved Phasing Plan.

2. Notwithstanding the submitted information, 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 setting out the allocation of the car parking spaces and cycle storage spaces to individual apartments, hotel and for visitors to the development. For the avoidance of doubt, the residents car parking shall not be used by commuters or non-residents other than persons visiting residents. The residents car parking shall not be sub-let or reassigned to non-residents of the development. The approved details shall thereafter be implemented in full prior to first occupation, and retained in perpetuity thereafter.

3. 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 900mm shall be erected within them.

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. 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.

6. Prior to commencement of the development hereby approved, The submitted 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.

7. 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.

8. 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.

9. The findings and required mitigation measures outlined in the revised

APPROVED

Decision Notice



PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2019/0193

Species Protection Plan shall be implemented prior to the commencement of development, continued throughout the phases of development (where applicable) and thereafter retained and maintained as such. Any variations that may be required as a result of findings on site are to be agreed in writing by the Department of the Environment prior to works being undertaken.

10. Prior to the commencement of development hereby approved, full details of the height, appearance and location of privacy screens to balconies to the apartment blocks shall be submitted to and approved by the Department of the Environment. No part of the development hereby approved shall be occupied until the privacy screens are constructed in full. Once constructed, the screens shall be maintained as such thereafter.

Reason(s):

1. To ensure the satisfactory phasing of works in the interests of public amenity, in accordance with Policy GD1 of the Jersey Island Plan 2011 (Revised 2014)
2. For the avoidance of doubt and to ensure adequate car parking in accordance with Policy GD1 of the Jersey Island Plan 2011 (Revised 2014)
3. In the interests of highway safety, in accordance with Policy GD1 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. 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).
6. 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).
7. 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).
8. In the interests of promoting sustainable patterns of development, in accordance with Policies TT9 and SP6 of the Adopted Island Plan 2011 (Revised 2014).

APPROVED

Decision Notice



PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2019/0193

9. To ensure the protection of all protected species in accordance with Policies NE1, NE2 and NE4 of the Adopted Island Plan 2011 (Revised 2014).

10. To safeguard the amenities and privacy of the occupants of the adjoining properties in accordance with Policy GD1 of the Adopted Island Plan 2011 (Revised 2014).

FOR YOUR INFORMATION

The approved plans can be viewed on the Planning Register at www.gov.je/planning

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

Location Plan

Travel Plan Revision B

Species Protection Plan & Mitigation Strategy for Protected Species

Initial Ecological Assessment

Ecological Survey Results Report

DCEMP

Crime Impact Statement

Percent for Art Statement

Environmental Impact Statement

Proposed Ground Floor Plan 051 P2

Proposed First Floor Plan 052 Rev P2

Proposed Second Floor Plan 053 Rev P1

Proposed Third Floor Plan 054 Rev P1

Proposed Fourth Floor Plan 055 Rev P1

Proposed Fifth Floor Plan 056 Rev P1

Proposed Sixth Floor Plan 057 Rev P1

Proposed Roof Plan 059 Rev P1

Landscape Plan 061 Rev P1

Site A - Block 1 North-West and South-East Context Elevations 101 Rev P01 (P02)

Site A - Block 2 North-West and South-East Context Elevations 102 Rev P01

South-West Comparison Context Elevation 103 Rev P01(P02)

North-East Comparison Context Elevation 104 Rev P01 (P02)

0193

Site B - Block 1 & 2 Context Elevations Sheet 1 120 Rev P01

Site B - Block 1 & 2 Wellington Road Context Elevation 121 Rev P01

Bay Elevation Details 150 Rev P1

Site A&B Sections A,B,C,D,E,F 130 Rev P01

Roof Floor Site Plan - Bat and Sparrow Boxes Key Plan 301 Rev P1

DECISION DATE:

APPROVED

Decision Notice



PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2019/0193

The development may also require building permission, for which a separate application will need to be made. You can find out if building permission is required on our website www.gov.je/planningbuilding

The approved plans and any conditions attached to the decision are important and should be complied with. If there is any variation from the approved plans or the conditions you need to notify us immediately. Failure to comply with the approved plans or conditions may result in enforcement action.

If you are unhappy with a condition attached to this permission, you may request a review or make an appeal. You can find out how to do this on our website www.gov.je/planning

APPROVED

THIRD SCHEDULE**The Owner's Covenants with the Minister**

The Owner covenants, agrees and undertakes:

COMMENCEMENT

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

CONTRIBUTIONS

- 2 To pay each of the Contributions to the Treasurer of the States prior to the Occupation of any part of the Development.
- 3 Not to Occupy any part of the Development until such time as each of the Contributions has been paid to the Treasurer of the States.

TRANSFER OF CYCLE STANDS WORKS LAND AND SITE BUS SHELTER LAND

- 4 Upon request by the Public following Commencement of the Development to cede and transfer the Cycle Stands and Lido Bus Shelter Works Land free of all charges and encumbrances to the Public by contract to be passed before the Royal Court.
- 5 Unless the Cycle Stands and Lido Bus Shelter Works Land shall not have been ceded and transferred to the Public as a result of delay on the part of the Public in requesting, or in passing contract to effect, such cession and transfer, not to Occupy any part of the Development until such time as the Cycle Stands and Lido Bus Shelter Works Land shall have been ceded and transferred to the Public.

FOOTWAY WIDENING WORKS AND PEDSTRIAN LINK WORKS

- 6 To carry out and complete each of the Footway Widening Works and the Pedestrian Link Works at the cost of the Owner prior to the Development being fully Occupied.

- 7 Not to permit the Development to be fully Occupied until such time as the Footway Widening Works and the Pedestrian Link Works have been carried out and completed.

FOURTH 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 four years of the date of receipt by the Treasurer of the States of such payment.

FIFTH SCHEDULE

Part A

Plan of Cycle Stands and Lido Bus Shelter Works Land

Part B

Footway Widening Works and Pedestrian Link Works Plan



NE: The details on this plan are illustrative, not defined. The coloured boundary illustrated above does not necessarily indicate the extent of the property or curtilage.



Signed [redacted] by [redacted] (PETER LG GREELY)

in the presence of [redacted] (Jonathan Gladwin)

this 14th day of June 2019

Signed on behalf of [redacted] by [redacted] (Signature)

in the presence of [redacted] (DANIELA JERSEY LTD)

this 10th day of JUNE 2019

Signed on behalf of the Hypothecator [redacted] by [redacted] (Katharine Marshall Attorney)

in the presence of [redacted] (M.A. RITZEMA)

this 10th day of June 2019