

In the Royal Court of Jersey

Samedi Division

In the year two thousand and twelve, the first day of August.

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 John Terry Limited in relation to 8-9 Esplanade and 10-12 Commercial Street, St Helier, be registered in the Public Registry of this Island.


Greffier Substitute

LOD

Reg. Pub.

L1299-452--



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

17 JUL 2012

relating to the development of:

8-9 ESPLANADE & 10-12 COMMERCIAL STREET, ST. HELIER

DEMOLISH EXISTING BUILDINGS. CONSTRUCT 5 STOREY OFFICE, WITH BASEMENT PARKING. RETAIN PSSI ON COMMERCIAL STREET AND BLI FACADE OF HOWARD HOUSE ON THE ESPLANADE. MODEL AVAILABLE. AMENDED PLANS RECEIVED

AMENDED DESCRIPTION: DEMOLISH EXISTING BUILDINGS. CONSTRUCT 5 STOREY OFFICE WITH BASEMENT PARKING. RETAIN PSSI ON COMMERCIAL STREET AND BLI FAÇADES OF NO. 8 AND NO. 9 (HOWARD HOUSE) ON THE ESPLANADE.

Dated :

15th AUGUST

2012

The Minister for Planning and Environment (1)

John Terry Limited (2)

L1299-453--



DATE

1st August

2012

PARTIES

- (1) The Minister for Planning and Environment ("the Minister") of States Offices, South Hill, St. Helier, Jersey, JE2 4US
- (2) John Terry Limited (Co. Regn 30) ("the Owner") 10 Commercial Street, St Helier, JE2 3RU

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 in perpetuity (à fin d'héritage) as to the Site by virtue of i) a contract of purchase in respect of 8&9 Esplanade and 10 Commercial Street (together with 8 Commercial Street) from Le Rossignol & Roissier Limited passed before the Royal Court on 20th, February 1929 as to part and ii) a contract of purchase from Ada Lilian Fox passed before the Royal Court on 11th March, 1939 as to the remainder.
- 3 The Application has been submitted to the Minister and the parties have agreed to enter into this Agreement in order to secure the planning obligations contained in this Agreement.
- 4 Having regard to the purposes of the Law the Island Plan 2011 and all other material considerations the Minister is minded to grant planning permission for the Development subject to the completion of this Agreement.
- 5 The parties acknowledge that this agreement is legally binding and have agreed to enter in to this agreement for the purposes of securing the planning obligations set out herein

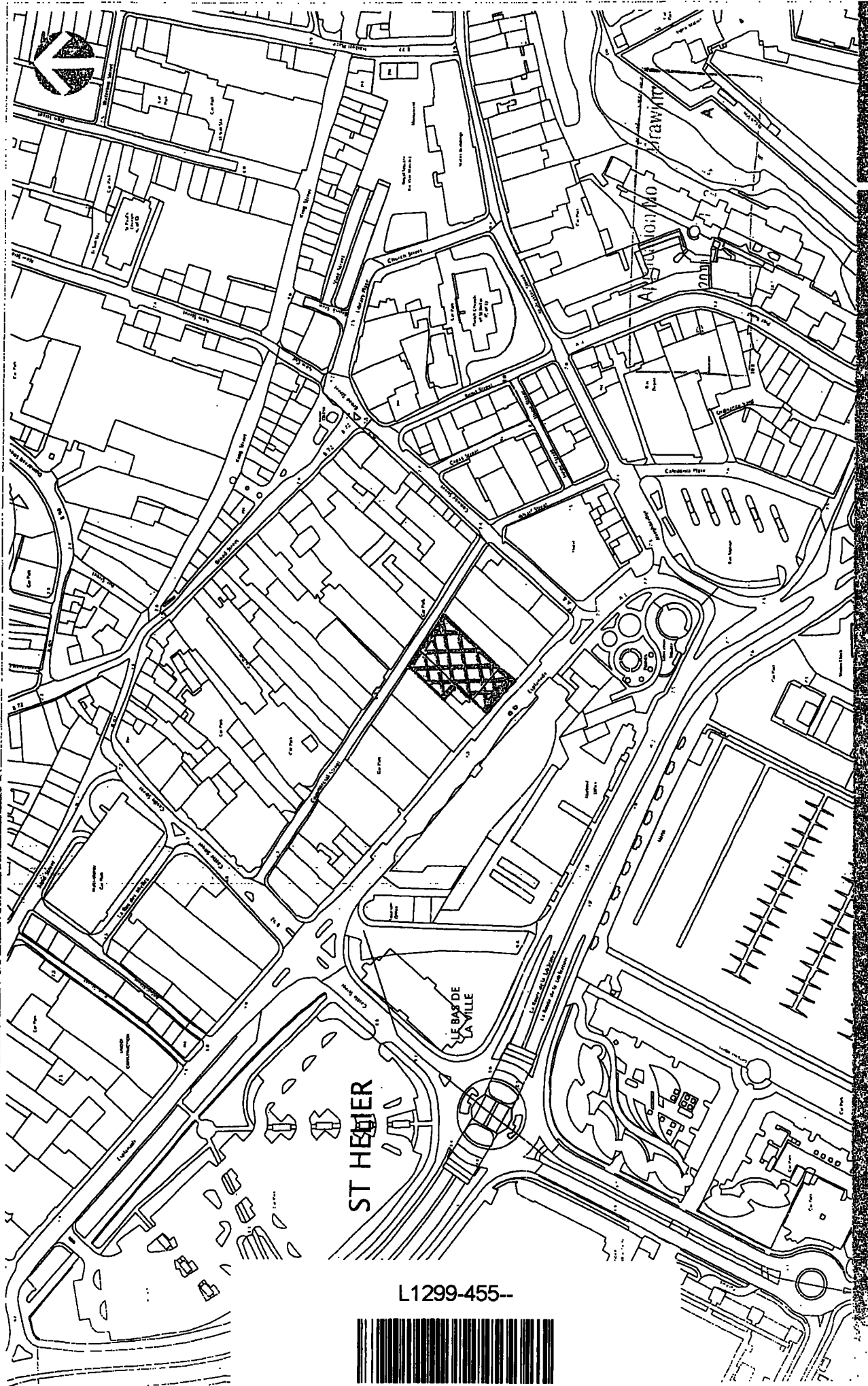
NOW THIS AGREEMENT WITNESSES AS FOLLOWS:

OPERATIVE PART**1 DEFINITIONS**

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

- | | |
|-------------------------------|---|
| "Application" | the application for planning permission submitted to the Minister for the Development and allocated reference number P/2010/1124 |
| "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. |
| "Development" | the Development of the Site to: |

Demolish existing buildings. Construct 5 storey office with
basement parking. Retain PSSI on Commercial Street and
L1299-454--



John Terry Ltd
3-8 Esplanade

Drawing: Site Location Plan
Date: March 2010

Scale: 1:2500

Drig No
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BLI façade of Howard House on the Esplanade. Model Available AMENDED PLANS RECEIVED.

AMENDED DESCRIPTION: Demolish existing buildings. Construct 5 storey office with basement parking. Retain PSSI on Commercial Street and BLI façades of No. 8 and No. 9 (Howard House) on the Esplanade

as more particularly set out set out in the Application

"GST"	means the goods and services tax under the Goods and Services Tax (Jersey) Law 2007
"Index"	All Items Index of Retail Prices for Jersey as issued by the Statistics Unit to the States of Jersey.
"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
"Public Art Contribution"	means a financial contribution of fifty four thousand pounds (£54,000) (as outlined in the submitted Percent for Art Statement Reference P 2010 1124 Drawing M) indexed to be paid to the Treasurer of the States and expended by the Minister in accordance with this Agreement towards the provision of public art (including where appropriate galleries, sculptures, street furniture, landscaping and/or architectural detailing) such provision to be entirely at the discretion of the Minister in terms of size nature artistic influence and location within the Parish of St Helier
"Plan"	the plan attached to this Agreement
"Planning Permit"	the planning permission subject to conditions in the form set out in the First Schedule.
"Site"	the land against which this Agreement may be enforced as shown cross hatched black on the Plan.
"Treasurer of the States"	the person appointed as such for the time being in accordance with Part 5 of the Public Finances (Jersey) Law 2005

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.

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- 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 and successors in title.

4 CONDITIONALITY

- 4.1 This Agreement is conditional upon being registered in the Royal Court as evidenced by an Act of the said Court save for the provisions of Clauses 8.1 14 and 15 (legal costs clause dispute resolution clause and jurisdiction clause) which shall come into effect immediately upon completion of this Agreement
- 4.2 The obligations in this Agreement are conditional on the issue of the Planning Permit by the Minister.

5 THE OWNER'S COVENANTS

The Owner covenants and agrees with the Minister as set out in the Second 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 THE MINISTER'S COVENANTS

The Minister covenants with the Owner as set out in the Third Schedule.

7 PUBLIC REGISTRY OF CONTRACTS

- 7.1 The Minister shall as soon as practicable following the completion of this Agreement apply to the Royal Court for an order that this Agreement be registered in the Public Registry of Contracts.
- 7.2 The Minister agrees if so requested by the Owner upon the full discharge of an obligation under this Agreement formally to acknowledge such discharge and to register in the Public Registry of Contracts evidence of such full discharge the whole without prejudice to all and any continuing obligations of the Owner at that time still undischarged.

8 MISCELLANEOUS

- 8.1 The Developer 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.



- 8.2 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
- 8.3 Any notices on any of the parties as the case may be shall be deemed to have been properly served if sent by recorded delivery to and addressed to it at the address set out above or as otherwise notified for the purpose by notice in writing and that service on one party at that address shall also be deemed to be service on the other.
- 8.4 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.
- 8.5 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 (without the consent of the Owner) by any statutory procedure or expires prior to the Commencement of Development.
- 8.6 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.
- 8.7 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.
- 8.8 Except in so far as legally permitted by *équité* 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
- 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 Minister as a result of the Minister agreeing to accept the covenants agreements and undertakings on the part of the Owner as contained herein
- 8.10 All communications and notices served or made under this Agreement shall be in writing

9 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.

10 CHANGE IN OWNERSHIP

The Owner agrees with the Minister to give the Minister immediate written notice of any change in ownership of its interest 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.



11 INDEXATION

Any sum referred to in the Second Schedule shall be increased by an amount equivalent to the increase in the Index from the date hereof until 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 GST

All consideration given in accordance with the terms of this Agreement shall be exclusive of any GST properly payable

14. 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

15 JURISDICTION

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

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**Department of
Planning & Bu**
South Hill
St Helier, Jersey
Tel: +44 (0) 1534 444444
Fax: +44 (0) 1534 444444

FIRST SCHEDULE
Form of Planning Permission

States 
of Jersey

COPY LETTER

Naish Waddington Architects
St Andrew's Studios
Charing Cross
3 St Andrew's Place
St Helier
JE2 3RP

Planning Application Number P/2010/1124
Property Number 9956/10896

Dear Sirs

Application Address:	8-9 Esplanade & 10-12 Commercial Street, St. Helier.
Description of Work:	Demolish existing buildings. Construct 5 storey office, with basement parking. Retain PSSI on Commercial Street and BLI facade of Howard House on The Esplanade. Model Available. AMENDED PLANS RECEIVED.

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

Please note that the Conditions imposed on the Permit 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

C. E. JONES
Senior Planning Officer
direct dial: +44 (0) 1534 448464
email: c.jones2@gov.je
www.gov.je
Encl.



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

States 
 of Jersey

Planning Application Number P/2010/1124

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Planning Permit

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 LAND¹ under Article 19 of the Planning and Building (Jersey) Law 2002.

Demolish existing buildings. Construct 5 storey office, with basement parking. Retain PSSI on Commercial Street and BLI facade of Howard House on The Esplanade. Model Available. AMENDED PLANS RECEIVED.

To be carried out at:

8-9 Esplanade & 10-12 Commercial Street, St. Helier.

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 to all of the material considerations

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Chief Executive Off



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Planning Permit

PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2010/1124

raised. In particular, the development has been assessed against Policies SP 1; SP 2; SP 3; SP 4; SP 5; SP 6; SP 7; GD 1; GD 2; GD 7; GD 8; HE 1; EO 1; ER 2; BE 5; BE 10; TT 4; TT 7; TT 9; NR 7; WM 1; LWM 2 and LWM 3 of the Adopted Island Plan 2011. In this case, the proposed development is regarded as acceptable having balanced an assessment of the objectives of the various policies in relation to the complete package of the development proposal. Further, the Minister acknowledges and understands that the development proposal involves balancing conflicting policy objectives.

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 shall be carried out strictly in accordance with the deposited plans and drawings. No variations shall be made without the prior written approval of the Minister for Planning and Environment.
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 development commencing a full BREEAM pre-assessment demonstrating that 'BREEAM Very Good' can be met by the development must be submitted to and approved in writing by the Minister for Planning and Environment. The pre-assessment must be drawn up by an appropriately qualified assessor. The proposal shall include a grey water recycling system, details of the building heating system and energy efficient lighting. The development must then be carried out in accordance with the details specified in the approved assessment. Within six months of the first occupation of the

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Planning Permit

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building a post construction review shall be submitted - again drawn up by an appropriately qualified assessor - demonstrating that 'BREEAM Very Good' has been achieved.

4. Prior to the occupation of the development hereby permitted, details shall be submitted to and approved by the Minister for Planning and Environment, implemented and thereafter maintained, of a Green Travel Plan covering the management of vehicle movements to and from the site. The Methodology for the Green Travel Plan shall first have been agreed with the Minister for Planning and Environment, and shall include provision for charging points for electric cars and electric cycles, and the provision of electric vehicles for the operational use of tenants.

5. Prior to the commencement of the development hereby permitted, details shall be submitted to and approved by the Minister for Planning and Environment, implemented and thereafter maintained, of a Skills and Training Plan, to support the development and training needs of Island residents. The Methodology for the Skills and Training Plan shall first have been agreed with the Minister for Planning and Environment.

6. Prior to the commencement of development the levels of potential contaminants in the ground shall be investigated and any risks to human health or the wider environment assessed and mitigated, to the satisfaction of and in accordance with the requirements of Supplementary Planning Guidance Planning Advice Note 2 - Development of Potentially Contaminated Land.

7. 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 the proposed management of traffic and pedestrians.

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Chief Executive



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Planning Permit

PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2010/1124

8. Prior to the commencement of the development hereby permitted, full details of the provisions and arrangements to be made for the storage, sorting, recycling and disposal of refuse must be submitted to and approved in writing by the Minister for Planning and Environment to be thereafter implemented prior to first occupation and maintained in perpetuity.

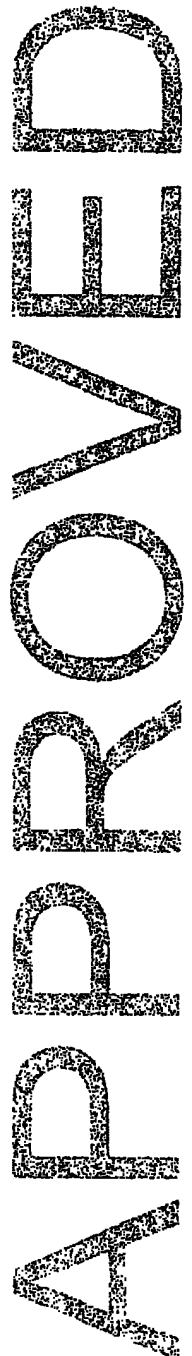
9. Prior to commencement of the development hereby permitted, details shall be submitted to and approved by the Minister for Planning and Environment, implemented and thereafter maintained, setting out the arrangements for Waste Management in relation to the proposed demolition and excavation. Following completion of the demolition, and prior to commencement of construction, a Waste Management Completion Report shall be submitted to the Minister for Planning and Environment.

10. Prior to commencement of the development hereby permitted, a full engineering specification and method statement for the retention of the facades to Nos. 8 and 9 The Esplanade shall be submitted to and approved by the Minister for Planning and Environment to be thereafter implemented prior to first occupation and maintained in perpetuity. The details shall include works necessary to meet any phased construction programme.

11. If hidden historic features are revealed during the course of works they should be retained in-situ until examined by the Historic Buildings Officer. Works shall be suspended in the relevant area of the building and the Historic Buildings Officer notified immediately with a view to agreeing the appropriate action. Failure to do so may result in unauthorised works being carried out and an offence being committed.

12. Prior to commencement of the development hereby permitted, a programme of recording and analysis of the protected structures to be lost (the rear of 8 and 9 The Esplanade) to the terms of a brief to be supplied by the Department, shall be submitted to and approved by the Minister for Planning and Environment, to be thereafter implemented.

13. Prior to commencement of the development hereby permitted, a programme of archaeological assessment (including excavation of the cleared site) with full archaeological mitigation in the event of finds of archaeological significance, to the terms of a brief to be supplied by the Department, shall be submitted to and approved by the Minister for Planning and Environment, to be



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Chief Executi



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Planning Permit

PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2010/1124

thereafter implemented.

14. No development shall take place until a scheme of foul drainage and surface water drainage has been submitted to and approved by the Minister for Planning and Environment. The approved scheme shall be completed before the development is first brought into use.

Reason(s):

1. For the avoidance of doubt and in accordance with the requirements of Policy GD 1 of the Adopted Island Plan 2011.
2. To safeguard the character and appearance of the area and in accordance with the requirements of Policies GD 1 and GD 7 of the Adopted Island Plan 2011.
3. In the interests of sustainable development and energy efficiency, in accordance with Policy SP2 of the Jersey Island Plan 2011.
4. In the interests of promoting sustainable patterns of development, and to accord with Policies TT9 and SP6 of the Jersey Island Plan 2011.
5. In the interests of promoting sustainable patterns of development and supporting economic growth and diversification, and to accord with Policy GD1 and SP5 of the Jersey Island Plan 2011.
6. For the avoidance of doubt and to ensure compliance with Policies GD1 and GD6 of the Jersey Island Plan 2011.
7. In the interests of protecting the amenities of the area generally and to accord with Policy GD1 of the Jersey Island Plan 2011.
8. To ensure that waste and refuse is stored and disposed of without harming the amenities of the occupiers of neighbouring properties or the surrounding area, in accordance with Policy GD 1 of the Island Plan, 2011.
9. In the interests of securing waste minimisation, and to accord with Policy WM1 of the Jersey Island Plan 2011.

APPROVED

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Planning Permit

PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2010/1124

10. To ensure a high quality of design and in accordance with Policies SP7 and GD7 of the Jersey Island Plan 2011.
11. To ensure that special regard is paid to the interests of protecting the architectural and historical interest, character and integrity of the building under the provisions of Policies SP4 and HE1 of the Jersey Island Plan 2011.
12. To ensure that special regard is paid to the interests of protecting the architectural and historical interest, character and integrity of the building under the provisions of Policies SP4 and HE1 of the Jersey Island Plan 2011.
13. To ensure that special regard is paid to the interests of protecting the architectural and historical interest, character and integrity of the building under the provisions of Policies SP4 and HE5 of the Jersey Island Plan 2011.
14. To ensure satisfactory drainage arrangements in accordance with Policy GD2 of the Jersey Island Plan 2011.

FOR YOUR INFORMATION:

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

- A: Location Plan
- C: Survey Plan
- K: Design Statement
- L: Waste Management Plan
- M: Percentage for Art
- N: Report on the Condition & Proposed Revelopment
- W: Photos, Montages & Perspectives
- X: Historical Report
- Y: Site Plan
- Z: Ground Floor Plan
- AA: First Floor Plan
- AB: Second Floor Plan
- AC: Third Floor Plan
- AD: Fourth Floor Plan
- AE: Basement Floor Plan
- AF: Esplanade Elevation
- AG Commercial Street Context Elevation
- AH: Esplanade Elevation

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Chief Executive O





Planning Permit

PLANNING AND BUILDING (JERSEY) LAW 2002

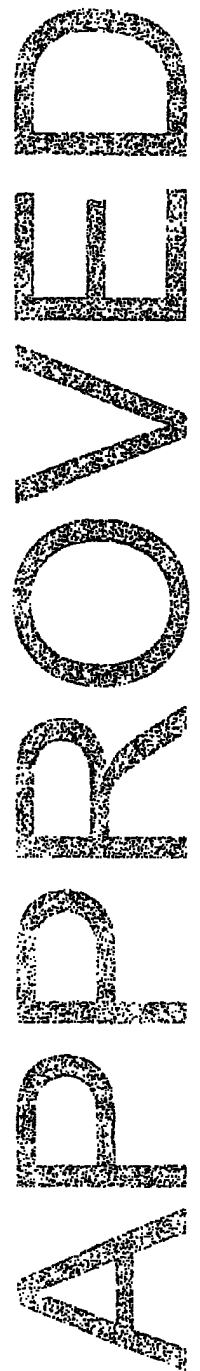
Planning Application Number P/2010/1124

- AI: Commercial Street Elevation
- AJ: Elevations
- AK: Section A-A
- AL: Atrium Section B-B
- AM: Facade Sections
- AN: Existing Esplanade Photograph
- AO: Esplanade Photomontage
- AP: Existing Commercial Street Photograph
- AQ: Commercial Street Photomontage
- AR: Existing Esplanade Aerial Photograph 1
- AS: Esplanade Aerial Photomontage 1
- AT: Existing Esplanade Aerial Photograph 2
- AU: Esplanade Aerial Photomontage 2
- AV: Existing Commercial Street Aerial Photograph 1
- AW: Commercial Street Aerial Photomontage 1
- AX: Existing Commercial Street Aerial Photograph 2
- AY: Commercial Street Aerial Photomontage 2
- AZ: Massing Model
- BA: Roof Plan
- BB: Photomontage View from Liberation Square
- BC: Photomontage View from Castle Street/Esplanade Corner

NOTE: ALL DRAWING NUMBERS TO BE CHECKED PRIOR TO PLANNING PERMIT BEING FORMALLY ISSUED AND MAY BE SUBJECT TO CHANGE

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.

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

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Chief Exec



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SECOND SCHEDULE**The Owners 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.

Public Art

- 2 to pay the Public Art Contribution to the Treasurer of the States prior to the Commencement of Development.
- 3 not to Commence the Development until such time as the Owner has paid to the Treasurer of the States the Public Art Contribution

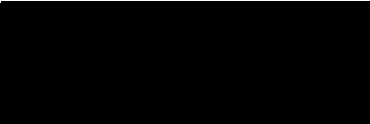
THIRD SCHEDULE**MINISTER'S COVENANTS****Repayment of contributions**

- 1 The Minister hereby covenants with the Developer and the Owner to use all sums received by the Treasurer of the States from the Developer under the terms of this Agreement for the purposes specified in this Agreement for which they are to be paid or for such other planning purposes arising from the Development as the Minister shall in his discretion consider to be reasonably appropriate in the circumstances.
- 2 The Minister covenants with the Developer and the Owner that he will procure or arrange that the Treasurer of the States will pay to the Developer or the Owner (as the case maybe) 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.

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Signed on behalf of the Planning Minister

by 

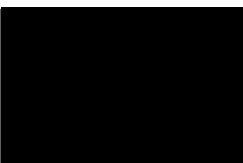
PETER LE GREY (DIRECTOR)
23 JULY 2012.

in the presence of . 

C E JONES
(SENIOR PLANNER).

this 23 day of JULY , 2012

Signed on behalf of John Terry Limited



By MICHAEL TERRY MILLAR

In the presence of 

This 13TH day of JULY 2012

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