

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

relating to a development at L'Avenir, La Vieille Rue, Grouville

Dated *23<sup>rd</sup>* June 2015

The Chief Officer for Planning and Environment (1)

Michael Labey (2)

DATE

23<sup>RD</sup> June 2015

**PARTIES**

- (1) The Chief Officer for Planning and Environment of States Offices, South Hill, St Helier, Jersey JE2 4US ("the Chief Officer")
- (2) Michael Labey of L'Avenir, La Vieille Rue, Grouville JE3 9UL ("the Owner")

**RECITALS**

- 1 The Owner warrants that he is the owner in perpetuity (*à fin d'héritage*) as to the Site.
- 2 The Developer submitted an application (accorded the reference P/2012/0506) for planning permission for the Development.
- 3 The parties hereto have agreed to enter into this Agreement in order to secure the planning obligations contained herein.
- 4 So as to effectually drain the Development the Owner proposes to construct the Sewer.
- 5 The Owner has agreed that it would be desirable for the Sewer to be made available for first time sewer connection for certain properties immediately adjacent to the Owner's Adjacent Property to connect to mains drainage.
- 6 So as to effectually supply the Development with mains water the Owner proposes to lay the Water Pipes.
- 7 The Owner has agreed that it would be desirable for the Water Pipes to be available for certain properties immediately adjacent to the Site to connect to mains water for domestic purposes
- 8 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.
- 9 The parties acknowledge that this Agreement is legally binding.
- 10 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:

“Chief Officer”	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;
“Connecting Party”	the owner of the fond of any of the Group A Properties that is not connected to mains drainage and is desirous of making such a connection for the purposes of draining foul sewage to the public sewer network via the Sewer;
“Connecting Rights”	the right to lay keep repair renew and maintain a connection to the Sewer along such route as is the most commodious for the purposes of not interfering unduly with the comfort and enjoyment of the Development, the Site or the Owner's Adjacent Property but which enables a Communication Connection to be made;
“Communication Connection”	the connection of the foul drainage of any of the Group A Properties to the Sewer;
“Cycleway Contribution”	means the sum of three thousand pounds (£3,000) to be paid by the Owner to the Treasurer of the States to be applied by the

	Chief Officer for the purposes of the Eastern Cycle Network or for such other planning purposes arising from the Development as the Chief Officer shall consider being reasonably appropriate in the circumstances;
"Development"	the development of the Site in accordance with the Planning Permit - Planning Application Number P/2012/0506 bearing the description "Demolish existing sheds to West. Construct 4 No. dwellings. Model Available. REVISED PLANS: Demolish existing shed and construct 3 No. dwellings. Model Available";
"Dwelling Unit"	a residential unit forming part of the Development to be constructed pursuant to the Planning Permit;
"Group A Properties"	Means those properties identified on the Sewer Plan and which shall be permitted at the respective owner's discretion to join onto the Sewer once established;
"Group B Properties"	Means the properties identified on the Water Pipes Plan and which shall be permitted at the respective owner's discretion to join onto the mains water supply via the Water Pipes once established;
"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;

"Index-Linked"	where any sum or contribution is expressed to be "Index-Linked" then that sum or contribution shall be adjusted in accordance with the provisions of clause 10 prior to payment;
"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(as amended);
"Occupation" and "Occupy"	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;
"Owner's Adjacent Property"	Means the property known as L'Avenir, La Vieille Rue (located to the East of the Site) and Field 781 (located to the West of the Site);
"Planning Permit"	the planning permission for the Development (reference P/2012/0506) a copy of which is attached in the Third Schedule;
"Royal Court"	the Royal Court of the Island of Jersey;

"Sewer"		the foul water drain including not only the pipe but also any manholes ventilating shafts and other accessories thereto belonging to the Owner and which is to established by the Owner on that part of the Site and the Owner's Adjacent Property as shown highlighted on the Sewer Plan;
"Sewer Plan"		Means the plan showing the area of the Site and the Owner's Adjacent Property (shown hatched) under which the Sewer is to be established and which is attached at Schedule 2;
"Sewer Works"		the works for the construction of the Sewer;
"Site"		L'Avenir, La Vieille Rue, Grouville, highlighted on the Site Plan and upon which: <ol style="list-style-type: none"> <li>1. the Development is to be carried out</li> <li>2. the Sewer Works are to be carried out</li> <li>3. the Water Pipe Works are to be carried out</li> </ol>
"Site Plan"		Means the plan of the Site attached at Schedule 2;
"TTS Minister"		The Minister for Transport and Technical Services;
"Water Pipes Connecting Party"		the owner of the fond of any of the Group B Properties that is not connected to mains water and is desirous of making such a connection via the Water Pipes;

“Water Pipes Connecting Rights”	the right to lay keep repair renew and maintain a pipe for supplying water to any of the Group B Properties through the Site and that part of the Owner's Adjacent Property as shown highlighted on the Water Pipes Plan along such route as is the most commodious for the purposes of not interfering unduly with the comfort and enjoyment of the Development or the Owner's Adjacent Property but which enables a Water Pipes Communication Connection to be made;
“Water Pipes Communication Connection”	the connection for receiving a supply of mains water to one or more of the Group B Properties via the Water Pipes;
“Water Pipes”	the 6 water pipes including not only the pipe but also accessories thereto belonging to the Owner and which are to established by the Owner on that part of the Site and the Owner's Adjacent Property as shown hatched on the Water Pipes Plan;
“Water Pipes Plan”	Means the plan showing the area of the Site and the Owner's Adjacent Property (shown hatched) under which the Water Pipes are to be established and which is attached at Schedule 2;
“Water Pipe Works”	the works for the laying of the Water Pipes;

## **2 CONSTRUCTION OF THIS AGREEMENT**

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

## **3 LEGAL BASIS**

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



#### **4 CONDITIONALITY**

This Agreement is conditional upon:

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

save for the provisions of Clauses 9, 12, 14 and Schedule 4 Paragraph 1 which 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 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 Owner in favour of the Chief Officer under this Agreement are in addition to any of the Chief Officer's statutory powers under the Law.

- 7.8 Nothing contained herein shall be construed as obviating the need for the Owner to obtain or acquire from any third party with respect to the Development or its use any consents permits authorisations rights interests in land or servitudes.
- 7.9 Nothing in this Agreement shall be construed or interpreted in such a way or inference to be drawn so as to place or create a duty of care upon the Chief Officer as a result of the Chief Officer agreeing to accept the covenants agreements and undertakings on the part of the Owner as contained herein.
- 7.10 The Owner shall not be entitled to any costs or compensation from the Chief Officer 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 their 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 Owners' Title, and description of the Site**

The property and surrounding fields known as L'Avenir, La Vielle Rue, Grouville to which the Owner has right pursuant to a hereditary contract of purchase dated 16 October 1981 from Boulivot Vineries Limited.

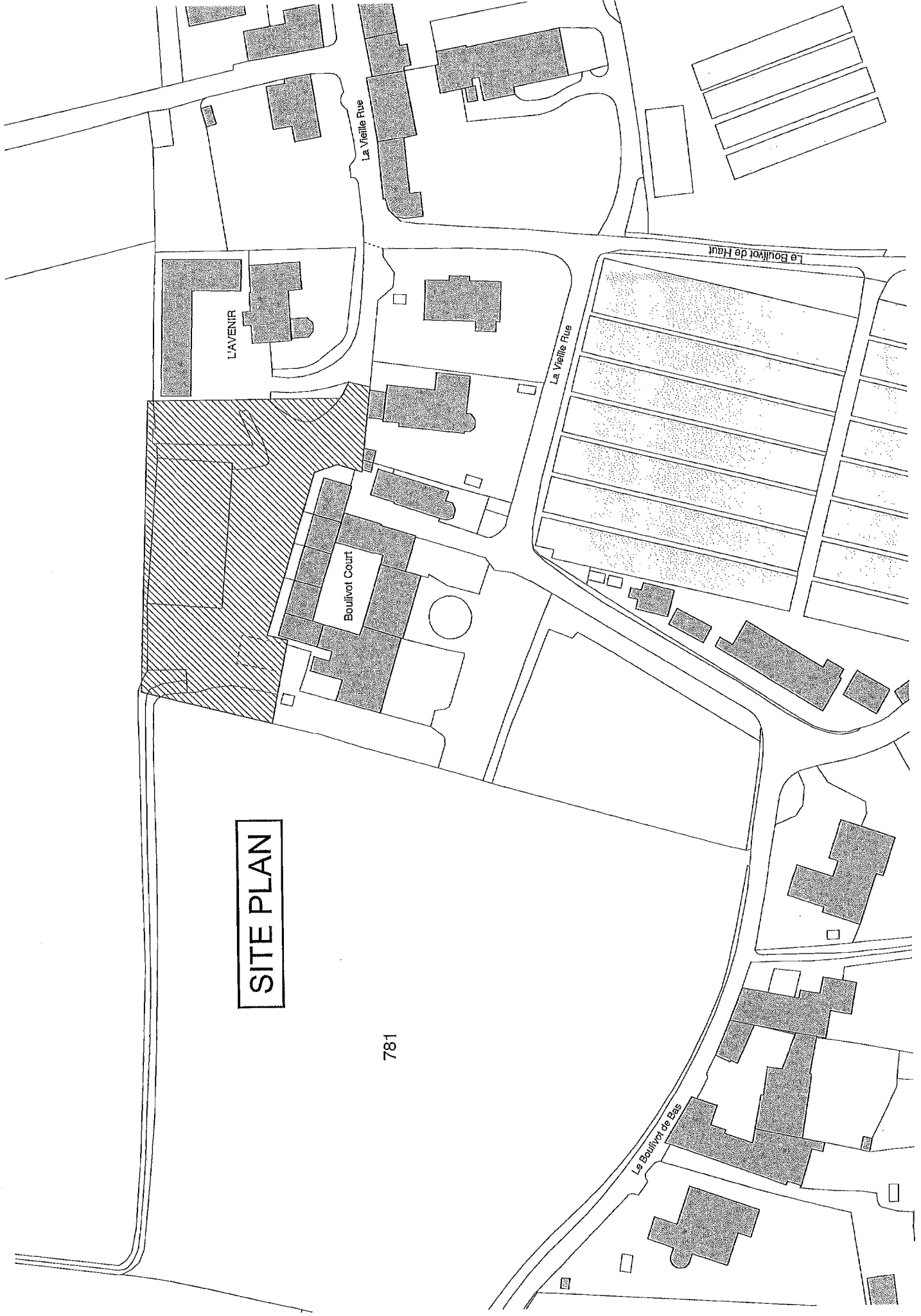
(The Site is shown for the purposes of identification on the Site Plan).

**SECOND SCHEDULE**

**The Site Plan**

**The Sewer Plan**

**The Water Pipes Plan**



SITE PLAN

781

L'AVENIR

Boullivot Court

La Vieille Rue

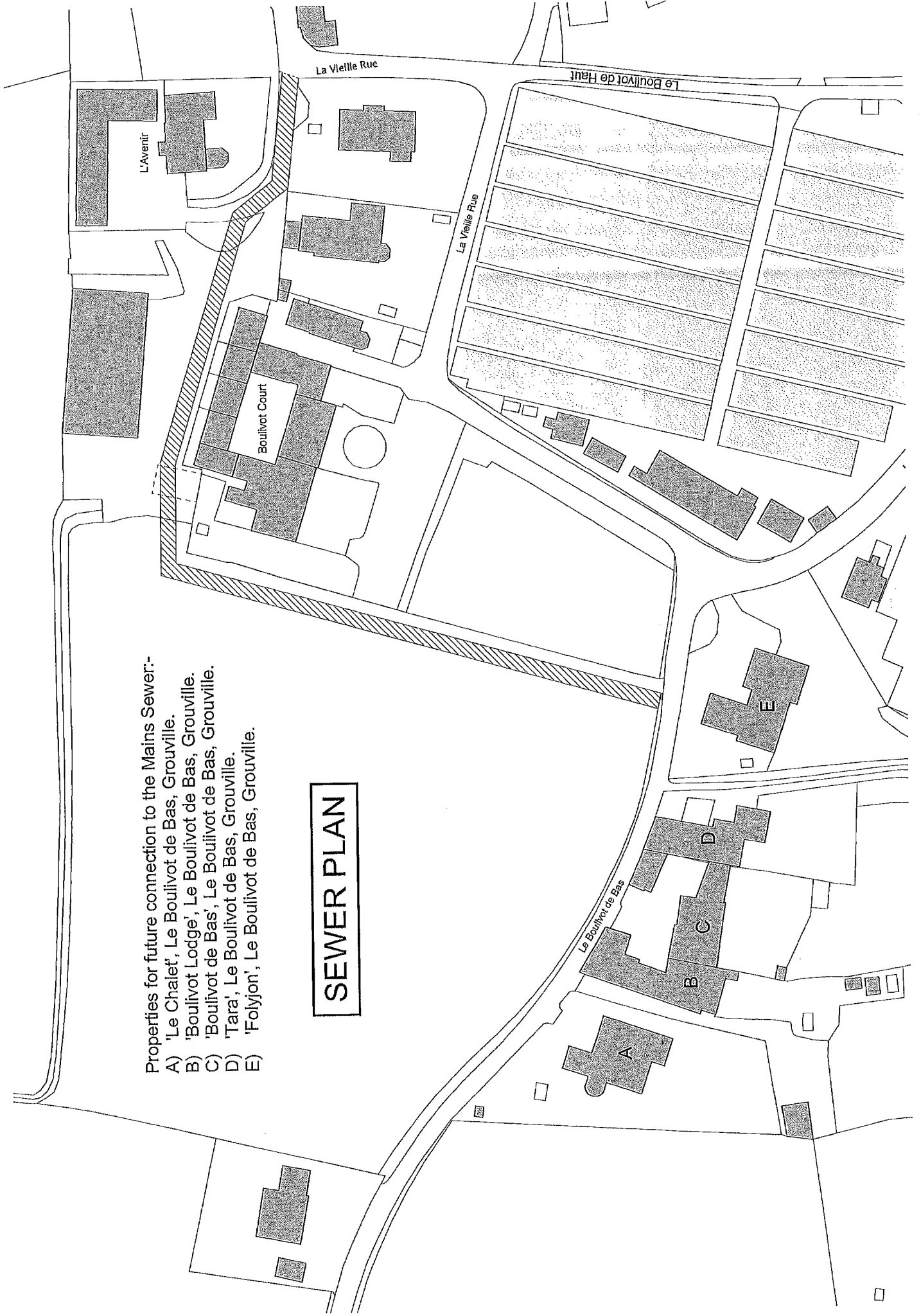
La Vieille Rue

Le Boullivot de Haut

Le Boullivot de Bas

- Properties for future connection to the Mains Sewer:-
- A) 'Le Chalet', Le Bouilvot de Bas, Grouville.
  - B) 'Bouilvot Lodge', Le Bouilvot de Bas, Grouville.
  - C) 'Bouilvot de Bas', Le Bouilvot de Bas, Grouville.
  - D) 'Tara', Le Bouilvot de Bas, Grouville.
  - E) 'Folyon', Le Bouilvot de Bas, Grouville.

**SEWER PLAN**

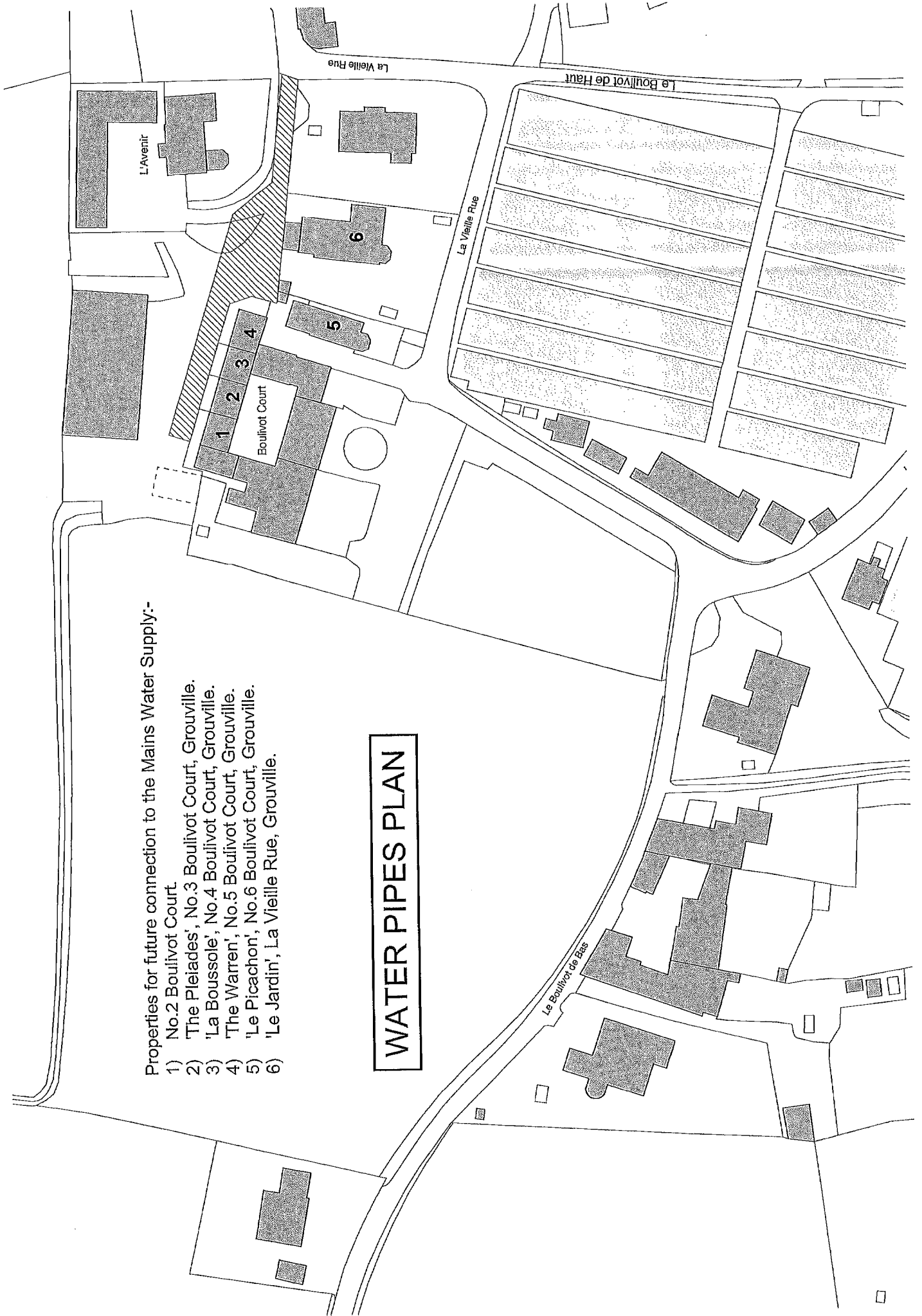




Properties for future connection to the Mains Water Supply:-

- 1) No.2 Boulivot Court.
- 2) 'The Pleiades', No.3 Boulivot Court, Grouville.
- 3) 'La Boussole', No.4 Boulivot Court, Grouville.
- 4) 'The Warren', No.5 Boulivot Court, Grouville.
- 5) 'Le Picachon', No.6 Boulivot Court, Grouville.
- 6) 'Le Jardin', La Vieille Rue, Grouville.

## WATER PIPES PLAN



**THIRD SCHEDULE**  
**The Planning Permission**

Planning Application Number P/2012/0506

# 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 sheds to West. Construct 4 No. dwellings. Model Available.  
REVISED PLANS: Demolish existing shed and construct 3 No. dwellings.  
Model Available.

To be carried out at:  
L'Avenir, La Vieille Rue, Grouville, JE3 9UL.

**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.

Where there are any inconsistencies between the original Planning Statement (approved document S) and the August 2014 Planning Statement Addendum (approved document AF) then the Addendum shall take precedence.

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.

APPROVED

# Decision Notice

## PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2012/0506

**Reason:** The development to which this permission relates will need to be reconsidered in light of any material change in circumstance.

- B. The development hereby approved shall be carried out entirely in accordance with the plans, drawings, written details and documents which form part of this permission.

**Reason:** To ensure that the development is carried out and completed in accordance with the details approved.

### Condition(s):

1. Notwithstanding the indications on the approved plans, prior to the commencement of the development hereby permitted, full details of all external materials to be used to construct the development shall be submitted to and approved by the Department of the Environment.

2. 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 scheme of landscaping which shall provide details of the following;

- i) all existing trees, hedgerows and other plants, walls, fences and other features which it is proposed to retain on the site and on adjoining land within the same ownership;
- ii) the position of all new trees and/or shrubs, this must include the species of plant(s)/tree(s) to be planted, their size, number and spacing and the means to be used to support and protect them;
- iii) other landscape treatments to be carried out or features to be created, for example, any excavation works, surfacing treatments, or means of enclosure;
- iv) the measures to be taken to protect existing trees and shrubs; and,
- v) the arrangements to be made for the maintenance of the landscaped areas for a period of 5 years from first occupation of any part of the development.

The scheme of landscaping shall specifically include for (a) the replacement of the leylandii to the south side of Field 873 to be replaced with indigenous trees and shrubs; and (b) the orchard on the western part of the development site, which is not considered to be domestic curtilage.

3. All planting and other operations comprised in the landscaping scheme approved under this permission, shall be carried out and completed prior to the first occupation of the development.

4. Prior to the commencement of development, the levels of potential contaminants in the ground shall be investigated, any risks to human health or the wider environment assessed and mitigation measures proposed in a scheme to be submitted to and approved in writing by the Department of the Environment. The approved scheme shall be implemented to the satisfaction of the Department of the Environment and in accordance with the requirements of

APPROVED

# Decision Notice

## PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2012/0506

Supplementary Planning Guidance Planning Advice Note 2 - Development of Potentially Contaminated Land as amended. Any changes to the scheme require the express written consent of the Department of the Environment.

5. Prior to any above ground works, a Waste Management Completion Report shall have been submitted to and approved in writing by the Department of the Environment. That Report shall review the approved Waste Management Plan and confirm that the terms of that Plan have been delivered.

6. Notwithstanding the provisions of the Planning and Building (General Development) (Jersey) Order 2011, or any amendment to or replacement of that order, no works involving the erection of a building, extension, structure, gate, wall, fence or other means of enclosure, tank, or the introduction of any hardstanding to any ground surface, other than those shown on the drawings approved with this permission, is permitted without the prior approval of the Department of the Environment.

7. The dwellings hereby approved shall not be occupied until the identified connections to the mains water network and the foul and surface drainage network have been installed and are fully operational.

8. Prior to the first occupation an Environmental Services Proposals Completion Report shall have been submitted to and approved in writing by the Department of the Environment. That Report shall review the Henderson Green Environmental Services Proposals (within the approved Planning Statement) and shall confirm that the identified proposals have been installed and are fully operational, to be thereafter retained as such in perpetuity.

### Reason(s):

1. To safeguard the visual amenities of the area, in accordance with Policy GD 7 of the Island Plan, 2011 (Amended 2014)
2. To ensure that before development proceeds provision is made for a landscaping regime that will enhance the appearance of the development and help to assimilate it into the landscape, in accordance with Policies NE4 and NE7 of the Jersey Plan 2011 (Amended 2014)
3. To ensure that before development proceeds provision is made for a landscaping regime that will enhance the appearance of the development and help to assimilate it into the landscape, in accordance with Policies NE4 and NE7 of the Jersey Plan 2011 (Amended 2014).
4. To ensure the development does not have an unreasonable impact on public health or the wider environment and to accord with Policy GD1 and GD 6 of the Jersey Plan 2011 (Amended 2014).

APPROVED

# Decision Notice

## PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2012/0506

5. To ensure that the proposed development complies with Policy WM1 of the Jersey Plan Plan 2011 (Amended 2014)

6. To accord with Policy NE7 of the Jersey Plan 2011 (Amended 2014) as this site is sensitively within the Green Zone and this permission represents a balanced conclusion to the issues at the site, with further changes and alterations therefore requiring specific consideration in relation to potential impacts.

7. To ensure adequate service infrastructure in accordance with Policy GD1 of the Jersey Plan Plan 2011 (Amended 2014)

8. To accord with Policies GD1 and NR7 of the Jersey Island Plan 2011 (Amended 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:

A: Location Plan

K: Site Survey

P: Existing Cross Sections & Elevations

Q: Design Statement

R: Waste Management Plan

S: Planning Statement

T: Employment Land Report

U: Landscape - Existing

V: Landscape - Proposed Northern Boundary Hedge

Y: Proposed Site Plan

Z: North & South Site Sections

AA: East & West Elevations

AB: Units 1, 2 and 3 Plans, Elevations & Sections

AC: Landscape - Proposed Planting Plan

AD: Landscape - Hard Landscape Plan

AE: Water / Sewage Connection

AF: Planning Statement (Aug 14) Addendum

DECISION DATE:

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# Decision Notice

PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2012/0506

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 has given to the Chief Officer seven (7) 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.

#### **FOUL DRAINAGE**

- 4 The Owner shall carry out the Sewer Works within the Site and the Owner's Adjacent Property entirely at its own expense and in accordance with plans and sections to be submitted to and approved by the Chief Officer
- 5 Not to occupy the Development until such time as the Sewer Works shall have been completed (as that term is understood for the purposes of the Building Byelaws)
- 6 On completion of the Sewer Works the Owner shall if called upon so to do grant (without payment of a penalty fine or premium) to the Connecting Party at the Connecting Party's own expense the Connecting Rights, provided always that any Connecting Party shall be responsible for contributing its fair and reasonable proportion of any future costs of maintenance, repair, replacement or upkeep of the Sewer, and any other reasonable costs incurred by the Owner in connection with the grant of the Connecting Rights.



- 7 In respect of paragraph 6 above the Connecting Party must give the Owner prior written notice of the proposal to make a Communication Connection together with details of the manner in which such a connection is to be made
- 8 Not to do or suffer or permit to be done to the Sewer any act or thing which might cause or is likely to cause damage or injury to the Sewer or prevent hinder or obstruct access by to the Sewer by a Connecting Party

## **WATER PIPE**


- 9 The Owner shall carry out the Water Pipes Works within the Site and the Owner's Adjacent Property entirely at its own expense and in accordance with plans and sections to be submitted to and approved by the Chief Officer
- 10 Not to occupy the Development until such time as the Water Pipes Works shall have been completed
- 11 On completion of the Water Pipes Works the Owner shall if called upon so to do grant (without payment of a penalty fine or premium) to the Water Pipes Connecting Party at the Water Pipes Connecting Party's own expense the Water Pipes Connecting Rights, provided always that any Water Pipes Connecting Party shall be responsible for contributing its fair and reasonable proportion of any future costs of maintenance, repair, replacement or upkeep of the Water Pipes, and any other reasonable costs incurred by the Owner in connection with the grant of the Water Pipes Connecting Rights
- 12 In respect of paragraph 9 above the Water Pipes Connecting Party must give the Owner prior written notice of the proposal to make a Water Pipes Connection together with details of the manner in which such a connection is to be made
- 13 Not to do or suffer or permit to be done to the Water Pipes Works any act or thing which might cause or is likely to cause damage or injury to the Water Pipes Works or prevent hinder or obstruct access by to the Water Pipes Works by a Water Pipes Connecting Party.

## **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 or for such other planning purposes arising from the Development as the Chief Officer shall in his discretion consider to be reasonably appropriate in the circumstances.
- 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.

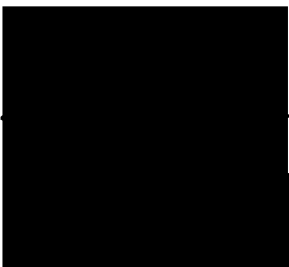
Signed on behalf of the Chief Officer

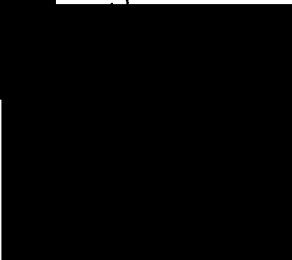
by .....  ..... (PETER G. GRESELEY)

in the presence of ..... JOHN NICHOLSON

this 23<sup>rd</sup> day of June 2015

Signed on behalf of the Owner

by .....  ..... MICHAEL WALTER HABEY

in the presence of .....  ..... C. PHILPOTT

this 19<sup>th</sup> day of June 2015