

# *In the Royal Court of Jersey*

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Samedi Division

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**In the year two thousand and fourteen, the fifth 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 Minister for Planning and Environment, Dandara Five Oaks Limited, Five Oaks Holdings (1) Limited and Lloyds Bank International Limited in relation to the development of part of the former Jersey Dairy site and Field No. 530A, Princes Tower Road, St Saviour, 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:

FORMER JERSEY DAIRY SITE & FIELD 530A, PRINCE'S TOWER  
ROAD, ST. SAVIOUR, JERSEY

Dated: 5<sup>TH</sup> JUNE

2014

The Minister for Planning and Environment (1)

Dandara Five Oaks Limited (2)

Five Oaks Holdings (1) Limited (3)

Lloyds Bank International Limited (4)

DATE 5<sup>TH</sup> JUNE

2014

**PARTIES**

- (1) The Minister for Planning and Environment ("the Minister") of States Offices, South Hill, St. Helier, Jersey, JE2 4US
- (2) Dandara Five Oaks Limited of PO Box 207, 13-14 Esplanade, St Helier, JE1 1BD ("the Developer")
- (3) Five Oaks Holdings (1) Limited of PO Box 207, 13-14 Esplanade, St Helier, JE1 1BD ("the Owner")
- (4) Lloyds Bank International Limited c/o PO Box 160, 25 New Street, St Helier, JE4 8RG ("the Hypothecator")

**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) of the Site by virtue of the contract set out in the Second Schedule.
- 3 The Application has been submitted by Dandara Jersey Limited to the Minister for the Development.
- 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 that provision should be made for regulating or facilitating the development or use of the Site in the manner hereinafter appearing and without such the Minister would not be so minded.
- 5 The parties have agreed to enter into this Agreement in order to secure the planning obligations contained in this Agreement.
- 6 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 allocated reference number RP/2013/1833. |
| "Development" | the development of the Site in accordance with the Planning Permit.  |

"Dwelling Unit"	a residential unit, including a flat, forming part of the Development to be constructed pursuant to the Planning Permit
"the Eastern Cycle Way Route"	the cycle route established or to be established to serve cyclists coming to and going from the east of the Island
"the Eastern Cycle Way Route Contribution"	the sum of fourteen thousand pounds (£14,000) to be paid to the Treasurer of the States and expended by the Minister in accordance with this Agreement on the Eastern Cycle Way Route
"GST"	means goods and services tax under the Goods and Services Tax (Jersey) Law 2007.
"Index"	means the all items Index of Retail Prices for Jersey as issued from time to time by the Statistics Unit to the States of Jersey.
"Interest"	means interest at three per cent above the base lending rate of HSBC Bank Plc from time to time.
"Law"	the Planning and Building (Jersey) Law 2002.
"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.
"Plan"	the plan contained at the First Schedule.
"Planning Permit"	the form of planning permission subject to conditions set out in the Fourth Schedule and references to the Planning Permit include where the context permits any variations to the said planning permission which may be agreed by the Minister from time to time.
"Site"	the property of the Owner as shown edged with a thick black line on the Plan and as is more fully described in the First Schedule upon which the Development is to be carried out by the Developer.
"Treasurer of the States"	the Treasurer of the States of Jersey, Treasury and Resources Department, P O Box 353, Cyril Le Marquand House, St Helier, Jersey, JE4 8UL.

## 2 CONSTRUCTION OF THIS AGREEMENT

- 2.1 Where in this Agreement reference is made to any clause, paragraph or schedule or recital such reference (unless the context otherwise requires) is a reference to a clause, paragraph or schedule or recital in this Agreement.
- 2.2 Words importing the singular meaning where the context so admits include the plural meaning and vice versa.

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

### **3 LEGAL BASIS**

- 3.1 This Agreement is made pursuant to Article 25 of the Law.
- 3.2 The covenants, restrictions and requirements imposed upon the Owner under this Agreement create planning obligations pursuant to Article 25 of the Law and are enforceable by the Minister against the Owner 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 7.1 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 and provisions of this Agreement are conditional on the issue of the Planning Permit by the Minister.

### **5 COVENANTS**

The Owner covenants and agrees with the Minister as set out in the Third Schedule to the intent that this Agreement shall be enforceable without limit of time against the Owner and any person claiming or deriving title through or under the Owner to the Site or any part or parts thereof.

### **6 THE MINISTER'S COVENANTS AND PUBLIC REGISTRY OF CONTRACTS**

- 6.1 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 and shall issue the Planning Permit within seven (7) days of this Agreement being recorded as registered in the Royal Court as evidenced by an Act of the said Court.
- 6.2 The Minister agrees if so requested by the Owner upon the full discharge by the Owner 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.
- 6.3 The Minister covenants with the Developer and the Owner as set out in the Fifth Schedule.

## 7 MISCELLANEOUS

- 7.1 The Owner shall pay to the Minister on completion of this Agreement the reasonable legal costs of the Minister incurred in the negotiation, preparation and completion of this Agreement.
- 7.2 Where the agreement, approval, consent or expression of satisfaction is required from the Minister under the terms of this Agreement such agreement, approval or consent or expression of satisfaction shall not be unreasonably withheld or delayed and any such agreement, consent, approval or expression of satisfaction may be given on behalf of the Minister by the Director of Planning and notice or communication to the Minister pursuant to the provisions of this Agreement shall be addressed to the Director at Planning and Building Services South Hill St Helier Jersey JE2 4US or as otherwise notified for the purpose by notice in writing.
- 7.3 Any notices on any of the parties as the case may be shall be deemed to have been properly served if sent by ordinary post 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.
- 7.4 Insofar as any clause or clauses of this Agreement are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Agreement.
- 7.5 This Agreement shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permit shall be quashed, 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.
- 7.6 No person shall be liable for any breach of any of the planning obligations or other provisions of this Agreement after it shall have parted with its entire interest in the Site but without prejudice to liability for any subsisting breach arising prior to parting with such interest.
- 7.7 Nothing in this Agreement shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Planning Permit) granted (whether or not on appeal) after the date of this Agreement.
- 7.8 Except in so far as legally 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 in favour of the Minister under this Agreement are in addition to any of the Ministers' statutory powers under the Law.
- 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 Minister as a result of the Minister agreeing to accept the covenants agreements and undertakings as contained herein.
- 7.10 All communications and notices served or made under this Agreement shall be in writing.

## 8 WAIVER

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

## 9 CHANGE IN OWNERSHIP

The Developer and the Owner agree with the Minister to give the Minister 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 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 purchased by reference to a plan but this obligation shall not extend to the disposal of individual Dwelling Units to a purchaser for his own, 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 possession of the Site in which case it too will be bound by the obligations as a person deriving title from the Owner.

**11 INDEXATION**

The sum referred to in the Third 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**

13.1 All *cause* in money or monies worth 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 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.

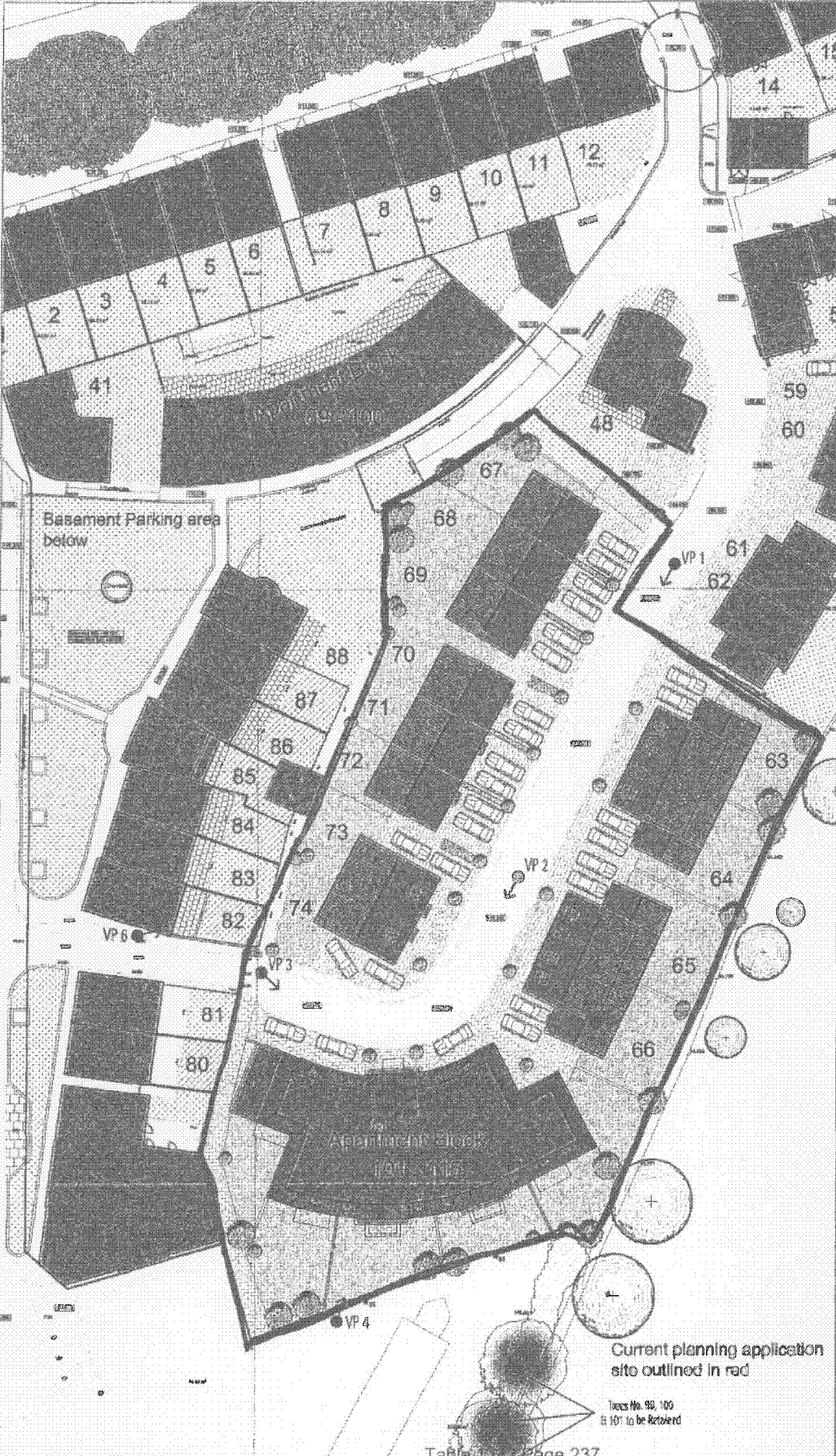
**15 JURISDICTION**

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

FIRST SCHEDULE

PLAN





**Key**

**Proposed Site Plan**

House type A (Plans 03-03)  
4 bed + garage

House type B (Plans 67-72)  
3 bed

House Type C (03074)  
3 bed

**Total = 12 Houses**

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**Car parking provision (Houses)**

4 x 6 bed = 4 x 3 spaces = 12  
 3 x 3 bed = 3 x 2 spaces = 6  
**Total = 18 car parking spaces**

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**Apartment Block**

3 bed apartments = 12  
 1 bed apartments = 4  
**Total apartments = 16**

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**Car parking provision (Apartments)**

12 x 2 bed = 24 spaces  
 4 x 1 bed = 4 spaces  
**Total = 28 car parking spaces**

All located in basement

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**Car parking provision (Motorbikes) of 6**

3ms, outside the apartments main entrance

VP ... refers to viewpoint positions of 3D images

Current planning application site outlined in red

Trees No. 99, 100 & 101 to be Retained

Ref	1712/01	Project Ref	
Rev	001	Design Ref	
Belvedere, Five Oaks			
Drawing Title			
Proposed Site Plan			
Tel: +44(0)1524 850000 Fax: +44(0)1524 850022			
Date		Planning	
10 Dec			
Scale		1:200 @ A1	
Date	20.11.2013	Drawn	
Scale		Rev	
Doc No	JY56-DA-941	Rev	P1

## SECOND SCHEDULE

## THE OWNER'S TITLE TO THE SITE

The site of part of the development known as Belvedere Five Oaks St Saviour Jersey to be carried out by the Developer on the property to which the Owner has right as follows:

To all that property previously forming part of the Jersey Dairy Five Oaks St Saviour Jersey more fully described within and to which it had right by hereditary purchase by contract dated 3 July 2009 from the Jersey Milk Marketing Board.

## THIRD SCHEDULE

## THE DEVELOPER'S AND OWNER'S COVENANTS WITH THE MINISTER

The Developer and the Owner jointly and severally covenant, agree and undertake:

- 1 To pay the Eastern Cycle Way Route Contribution to the Treasurer of the States prior to the Occupation of the Development.
- 2 Not to Occupy the Development until such time as the Eastern Cycle Way Route Contribution has been paid to the Treasurer of the States.

FOURTH SCHEDULE  
PLANNING PERMIT

Department of the Environment  
Planning & Building Services  
South Hill  
St Helier, Jersey, JE2 4US  
Tel: +44 (0) 1534 445508  
Fax: +44 (0) 1534 445528

Planning Application Number RP/2013/1833

## DRAFT Planning Decision Notice Revision/Amendment to Original Permission

### 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 and Environment, having considered your application hereby GRANTS PERMISSION TO DEVELOP LAND<sup>1</sup> Article 19 of the Planning and Building (Jersey) Law 2002, to:

Demolish existing buildings. Construct 73 No. residential dwellings. Environment impact statement submitted. Model available. REVISED PLANS: Demolish existing buildings. Create 87 No. residential dwellings, including apartments. Creation of underground car park. Creation of informal amenity areas and provision of percentage for art work in field 530A. FURTHER REVISED PLANS: Convert 6 No. 4 bed town houses to 8 No. 2 bed and 4 No. 1 bed apartments. FURTHER REVISED PLANS: Construct apartment block containing 4 No. one bed and 12 No. two bed apartments. Construct 12 No. three bed and four bed houses on previously approved plots 49-54 and 63-70. Associated hard and soft landscaping. Revised estate road layout. Parking provided at grade level for houses with apartment drop off. Apartment parking to be provided in previously approved basement.

To be carried out at:

Former Jersey Dairy Site & Field No. 530A, Princes Tower Road, St. Saviour, JE2 7UD.

#### 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

# Planning Permit Revision/Amendment to Original Permission

## PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number RP/2013/1833

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 considered all of the material considerations raised. In particular, the development has been assessed against Policies GD 1, GD 7, H 4 and H 6 of the 2011 Island Plan in which the principles of residential development are acceptable in the Built-Up Area subject to criteria such as the suitability of the site to accommodate development without adversely impacting on amenities of both local residents and the area in general and with suitable access, parking and drainage arrangements available. In this case, the erection of residential development is regarded as acceptable because the design, siting and appearance of the dwellings are acceptable: they can be accommodated on the site without adversely impacting on the amenities of adjoining neighbours; the development makes best use of previously developed land in accordance with the principles of sustainability; the development can provide suitable drainage and parking arrangements and the proposals will not generate unacceptable levels of traffic generation on the adjoining public highway or the Five Oaks roundabout to the east of the site.

This application has been the subject of a Planning Obligation Agreement.

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 original decision date, 27<sup>th</sup> May 2010 of Planning Permission P/2009/2015 this permission shall cease to be valid.  
Reason: The Minister for Planning and Environment reserves the right to reconsider this proposal consequent on any future change of circumstances or policy.

# Planning Permit

## Revision/Amendment to Original Permission

PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number RP/2013/1833

### 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. Prior to the first commencement of any superstructure works 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 retained architect for the scheme is to specify all materials including windows, downpipes, hoppers, gutters, railings, roof materials, render finish and road/footpath/driveway surfacing. The approved scheme shall be implemented in full and shall be retained and maintained as such. For the avoidance of doubt, no tarmacadam shall be used anywhere within the site.
3. Unless otherwise agreed in writing with the Minister for Planning and Environment, the architect for the development as approved shall be retained for the duration of the construction period. The architect (or another architect approved by the Minister for Planning and Environment in writing before engagement), shall provide written confirmation to the Minister for Planning and Environment of the standard of construction for each dwelling unit prior to first occupation, together with a written endorsement/confirmation of the satisfactory final completion of the scheme.
4. The windows and doors of the proposed development shall be set back a minimum of 75mm from the edge of the render around the window and door openings. The windows are to be multi-pane and all windows and doors are to be constructed of timber and painted white unless otherwise agreed in writing with the Minister for Planning and Environment.
5. A work of art shall be delivered in accordance with the advice of the appointed Approved Art Advisor and the Percentage for Art Statement date stamped received 6.8.10 (States Reference RP 2010 1116 Drawing AW) which has been submitted to and approved by the Minister for Planning and Environment. The work of art must be installed prior to the final completion of the development hereby approved unless otherwise agreed in writing.

# Planning Permit Revision/Amendment to Original Permission

## PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number RP/2013/1833

6. In addition to the requirements of Condition 5 above, and prior to the first commencement of any new superstructure works on site, precise details of an additional work of art, to include details of the Appointed Art Advisor and cost, together with the location of the site on a publicly viewable site within the Parish of St. Saviour, shall be submitted to and approved in writing by the Minister for Planning and Environment. The approved work of art must then be installed prior to the final completion of the development hereby approved unless otherwise agreed in writing.

7. Prior to first occupation, the new residential dwellings hereby approved shall achieve the requirements of the Sustainable Homes For Jersey standards to be approved in writing by the Minister for Planning and Environment. Compliance with these standards shall be certified by a registered assessor and shall be confirmed and approved in writing by the Minister for Planning and Environment within 6 months of the date of this Permit.

8. All dwelling units hereby approved shall have an accessible electric outlet for recharging electric vehicles off-street. Before the first occupation of any dwelling, precise details of the proposed location of each electric outlet shall be submitted to and approved in writing by the Minister for Planning and Environment. The approved scheme shall be implemented in full and retained and maintained as such.

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

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



# Planning Permit

## Revision/Amendment to Original Permission

### PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number RP/2013/1833

#### 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 Policy GD 1 of the Adopted Island Plan 2011.
3. To safeguard the visual amenities of the area and to ensure the use of appropriate detailing in accordance with the requirements of Policies GD 1 and GD 7 of the Adopted Island Plan 2011.
4. To safeguard the character and appearance of the area in accordance with the requirements of Policies GD 1 and GD 7 of the Adopted Island Plan 2011.
5. So as to accord with the provisions of Policy GD 8 of the Adopted Island Plan 2011.
6. So as to accord with the provisions of Policy GD 8 of the Adopted Island Plan 2011.
7. So as to accord with the provisions of Policy GD 1 of the Adopted Island Plan 2011.
8. So as to accord with the provisions of Policy GD 1 of the Adopted Island Plan 2011.
9. To enable the Minister for Planning and Environment to control the development and so safeguard the character and visual amenities of the area and to ensure that adequate private amenity space is retained within the curtilage of the dwelling in compliance with the requirements of Policy GD 1 of the Adopted Island Plan 2011.

The approved plans can be viewed on the Planning Register at [www.gov.je/planning](http://www.gov.je/planning)

# Planning Permit Revision/Amendment to Original Permission

PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number RP/2013/1833

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

Location Plan  
Original Approved Site Layout JY-56-DA-940P1  
Landscape Site Plan 901 P7  
Proposed Site Plan JY56-DA-941 P1  
Apartment Block Floor Plan JY56-DA-942 P1  
Apartment Block Floor Plans 2 JY56-DA-943 P1  
Proposed Apartments Elevations JY56-DA-944 P1  
Typical Elevations & Section JY56-DA-945 P1  
House Type A Plots 63 to 66 JY56-DA-946 P1  
House Type B Plots 67 to 69 JY56-DA-947 P1  
House Type B Plots 70 to 72 JY56-DA-948 P1  
House Type C Plots 73 and 74 JY56-DA-949 P1  
Revised Landscape Site Plan 950 P2  
Proposed Photos Montages

**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

## FIFTH SCHEDULE

## MINISTER'S COVENANTS

- 1 The Minister hereby covenants with the Developer and the Owner to use or procure the use of all sums received by the Treasurer of the States from the Developer and/or 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 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 such amount of any payment made by the Developer and/or 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 five years of the date of receipt by the Treasurer of the States of such payment.

Signed on behalf of the

by .....

in the presence of .....

this 2<sup>nd</sup> day of June, 2014

Signed on behalf of

by .....

in the presence of .....

this 11<sup>th</sup> day of April, 2014

Signed on behalf of

by .....

in the presence of .....

this 11<sup>th</sup> day of April, 2014

Signed

by .....

in the presence of .....

this