

H. M. ATTORNEY GENERAL
ROBERT MACRAE Q.C

H. M. SOLICITOR GENERAL
MARK TEMPLE Q.C



LAW OFFICERS' DEPARTMENT
MORIER HOUSE
ST HELIER
JERSEY JE1 1DD

E-mail: law.officers@gov.je



Direct Dial (01534) 441470
Facsimile: (01534) 441298
Email: d.mills@gov.je

Your Ref:
Our Ref: DM/319.20150008

18th August 2015

Mr. C. E. Jones
Senior Planning Officer
Department of the Environment
Planning & Building Services
South Hill
St. Helier
Jersey
JE2 4US

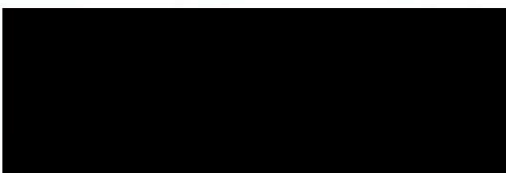
Dear Chris

FORT D'Auvergne Hotel Limited - Planning Obligation Agreement
PLANNING APPLICATION RC/2014/1359

Please find enclosed herewith the Planning Obligation Agreement that has been signed by Sean Morvan on behalf of Fort d'Auvergne Hotel Limited.

I should be obliged if you would arrange for the Agreement to be signed by or on behalf of the Chief Officer and then contact me when you are in a position for the Agreement to be completed.

Yours sincerely



Duncan Mills
ADVOCATE

Enc.

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

relating to the development of the Fort d'Auvergne Hotel, Havre des Pas,
St. Helier, JE2 4UL

Dated 1st September

2015

The Chief Officer for Planning and Environment(1)

Fort D'Auvergne Hotel Limited (2)

DATE 1st September

2015

PARTIES

- (1) The Chief Officer for Planning and Environment of States Offices, South Hill, St Helier, Jersey JE2 4US ("the Minister")
- (2) Fort D'Auvergne Hotel Limited, 57 Rouge Bouillon St Helier Jersey JE2 3ZB ("the Owner")

RECITALS

- 1 The Owner warrants that it is the owner in perpetuity (*à fin d'héritage*) as to the Site.
- 2 The Owner submitted an application (accorded the reference RC/2014/1359) to vary condition A of planning permission P/2008/0617 so as to extend by a further 5 years the period within which the Development may be lawfully commenced.
- 3 Having regard to the purpose of the Law the Island Plan 2011 and all other material considerations planning permission is to be granted for the Development subject to the completion of this Agreement that provision should be made for regulating or facilitating the development or use of the Site in the manner hereinafter appearing and without such planning permission would not be so granted.
- 4 The parties hereto have agreed to enter into this Agreement in order to secure the planning obligations contained herein.
- 5 The parties acknowledge that this Agreement is legally binding.
- 6 This Agreement shall be construed so as to give effect to the purpose and intention of the Law.

NOW THIS AGREEMENT WITNESSES AS FOLLOWS:

OPERATIVE PART

1 DEFINITIONS

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

"Chief Officer"	the person appointed from time to time as
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		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
"Development"		the development of the Site in accordance with the Planning Permit and described as "Demolish existing hotel. Retain staff units. Construct 37 No. one, two and three bedroom apartments, bin store and associated landscaping. Construct semi-basement to accommodate 60 No. parking bays. REMOVE/ VARY CONDITION A to commence within 5 years of decision date, to extend by a further 5 years"
"Dwelling Unit"		a residential unit forming part of the Development to be constructed pursuant to the Planning Permit
"Cycleway Contribution"		means the sum of thirty seven thousand pounds (£37,000) to be paid by the Owner to the Treasurer of the States to be applied by the Minister for the purposes of the Eastern Cycle Network or for such other planning purposes arising from or as a consequence of the Development as reasonably appropriate in the circumstances
"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
"Plan"		the plan contained in the Second Schedule to this agreement
"Planning Permit"		the planning permission for the Development (reference RC/2014/1359) a copy of which is attached in the Third Schedule
"Royal Court"		the Royal Court of the Island of Jersey
"Site"		Fort d'Auvergne Hotel, Havre des Pas, St. Helier, identified by a thick black edging and hatched black on the Plan upon which the Development is to be carried out
"TTS Minister"		The Minister for Transport and Technical Services

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 3 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 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

A certain property known as 'Fort D'Auvergne Hotel' and bearing the number 21 Havre des Pas comprising formerly the following properties; a certain house called 'Fort D'Auvergne' together with a small cottage to the east of the said house called 'Fort D'Auvergne Cottage' with land in front and garden to the rear and east of the said house; a certain house known as 'Mont Aubin' and bearing the number 19 Havre des Pas with land and garden to the front and rear; a certain house known as 'Stanley Lodge' and bearing the number 17 Havre des Pas with lands and gardens to the front and rear; a house bearing the number 15 Havre des Pas with land to the front and rear.

The whole joined together and forming one corpus fundi, acquired by Fort D'Auvergne Hotel Limited from David Cabeldu by contract of hereditary purchase dated 1st August 1986.

The whole situate in the Parish of St Helier, Vingtaine of Haut de la Ville.

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

SECOND SCHEDULE

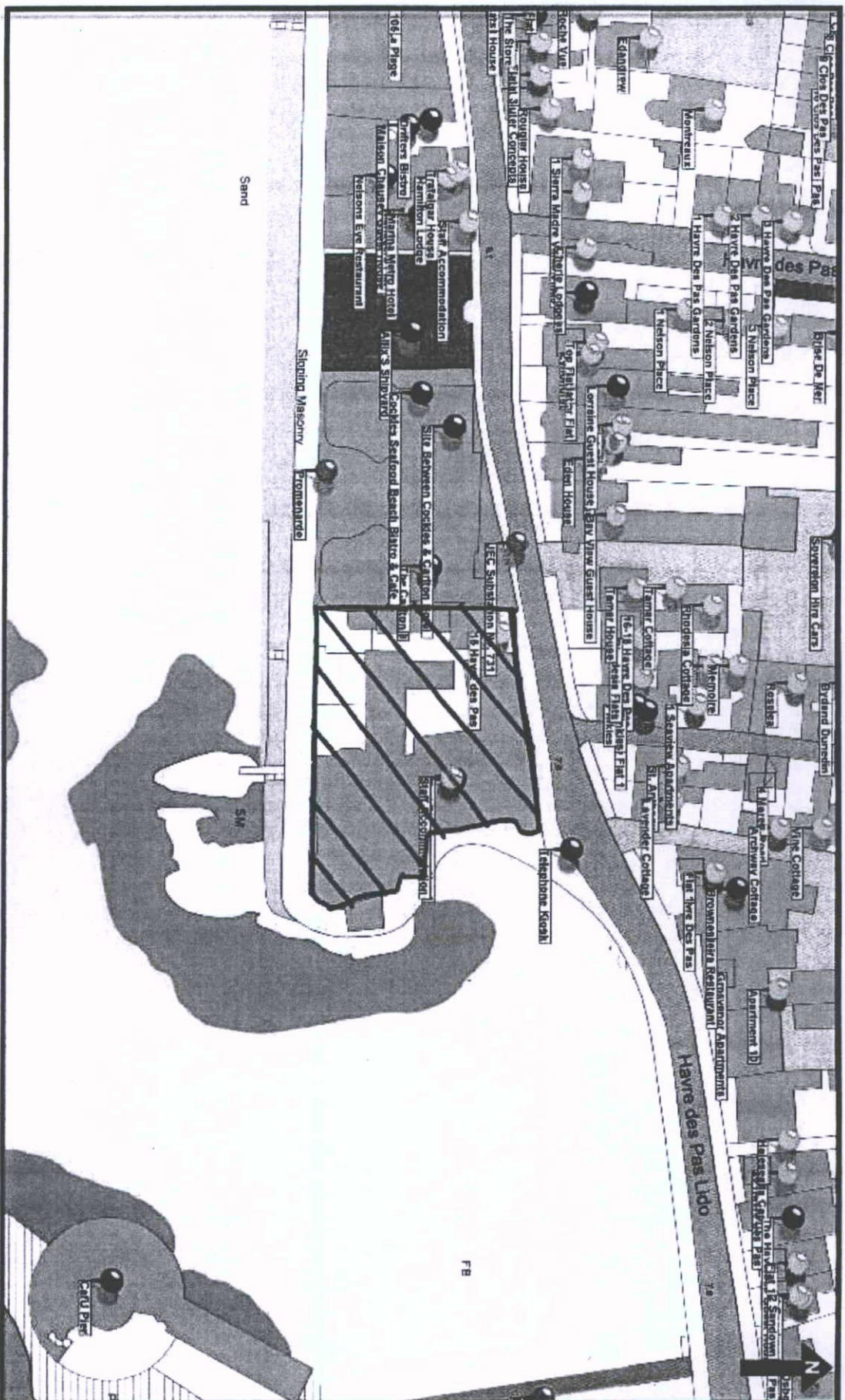
The Plan

mappimg.gov.ie



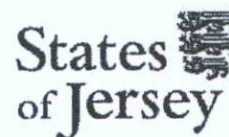
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States of Jersey



THIRD SCHEDULE
The Planning Permission

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



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

Planning Application Number RC/2014/1359

Dear Sirs

Application Address:	Fort d'Auvergne Hotel, Havre des Pas, St. Helier, JE2 4UL.
Description of Work:	Demolish existing hotel. Retain staff units. Construct 37 No. one, two and three bedroom apartments, bin store and associated landscaping. Construct semi-basement to accommodate 60 No. parking bays. REMOVE/ VARY CONDITION A to commence within 5 years of decision date, to extend by a further 5 years. (3D Model available).

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

Please note that the Conditions imposed on the Notice 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
01534 448464
c.jones2@gov.je

Encl.

Planning Application Number RC/2014/1359

DRAFT Decision Notice

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(l) 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 hotel. Retain staff units. Construct 37 No. one, two and three bedroom apartments, bin store and associated landscaping. Construct semi-basement to accommodate 60 No. parking bays. REMOVE/ VARY CONDITION A to commence within 5 years of decision date, to extend by a further 5 years. (3D Model available).

To be carried out at:

Fort d'Auvergne Hotel, Havre des Pas, St. Helier, JE2 4UL.

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.

The proposed development is considered to be acceptable having due regard all of the material considerations raised. In particular, the

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Decision Notice

PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number RC/2014/1359

development has been assessed against Policies SP 1; SP 2; SP 3; SP 4; SP 6; SP 7; GD 1; GD 3; BE 4; BE 5; H 4; H 6; TT 3, TT 4; TT 8; NR 7; LWM 2; LWM 3 and WM 1 of the Adopted Island Plan 2011 (Revised 2014) 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 apartments are acceptable; they can be accommodated on 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 and the development can provide suitable drainage and parking arrangements.

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 hereby approved shall be carried out entirely in accordance with the plans, drawings, written details and documents which form part of this permission. No variations shall be made without the prior written approval of the Department of the Environment.
2. Prior to their first use on site, samples of all external materials to be used (including any hard landscaping materials) shall be submitted to and approved in writing by the Department of the Environment. The approved materials shall be implemented in full and thereafter retained and maintained as such.
3. Prior to their first use on site, drawings to a scale of no less than 1:20 shall be submitted to and approved in writing by the Department of the Environment, for the following details: Proposed doors, windows and

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PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number RC/2014/1359

balustrading.

No part of the development hereby approved shall be occupied until the details are implemented in full and thereafter retained and maintained as such.

4. Prior to commencement of the development hereby approved, a scheme of landscaping shall be submitted to and approved in writing by the Department of the Environment. The approved scheme shall be carried out within the first available planting season following approval of the development. All planting losses shall be replaced with the same species as previously agreed for a period of five years from the date the planting takes place.

5. Prior to commencement of the development hereby approved, a schedule of landscape maintenance for a minimum period of five years shall be submitted to and approved in writing by the Department of the Environment. The schedule shall include details of the arrangements for its implementation and ongoing maintenance. The maintenance shall be continued in accordance with the approved schedule unless otherwise agreed in writing by the Department.

6. Prior to commencement of the development hereby approved, a Demolition/Construction Environmental Management Plan shall be submitted to and approved by the Department of the Environment.

The Demolition/Construction Environmental Management Plan shall be thereafter implemented in full until the completion of the development and any variations agreed in writing by the Department prior to such work commencing. The Plan shall secure an implementation programme of mitigation measures to minimise the adverse effects of the proposal on the environment, and shall include but not be limited to:

A. A demonstration of compliance with best practice in controlling, monitoring, recording and reporting on any emissions to the environment (such as noise and vibration, air, land and water pollution);

B. Details of a publicised complaints procedure, including office hours and out of hours contact numbers;

C. Details of any proposed crushing/ sorting of waste material on site;

D. Specified hours of working;

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PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number RC/2014/1359

E. The proposed parking of vehicles of site personnel, operatives and visitors;
and

F. Details of the proposed loading and unloading of plant and materials and the
subsequent storage thereof.

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

8. No part of the development hereby approved shall be occupied until the
cycle parking facilities as indicated on the approved plan have been wholly
constructed in accordance with the approved plans. The facilities shall
thereafter be retained solely for the use of occupants of the development and
maintained as such.

9. No part of the development hereby approved shall be occupied until the
vehicular manoeuvring area and respective car parking spaces have been laid
out, surfaced and drained as indicated on the approved plans. The car parking
spaces shall thereafter be retained solely for the use of occupants of the
development and shall not be sub-let for any other purpose.

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

11. No development shall take place until a scheme of foul drainage and
surface water drainage has been submitted to and approved in writing by the
Department of the Environment. The submitted scheme shall include details of
the proposed arrangements for the protection of the sewer connections during
demolition and piling operations and precise details of the proposed separation
of the foul and surface water to the public sewer. The approved scheme shall
be implemented in full before the development is first brought into use and shall
be retained and maintained as such.

12. Prior to first occupation of the development hereby approved, the
Percentage for Art arrangements as indicated in the originally submitted Design
Statement under P/2008/0617 dated May 2009 and the subsequent Planning

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PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number RC/2014/1359

Statement dated January 2015 shall be implemented.

13. Prior to first occupation of the development hereby approved, the crime reduction measures indicated in the submitted Crime Impact Statement shall be implemented.

14. Prior to commencement of the development hereby approved, a Project Design for an archaeological evaluation which will aim to gather sufficient information to establish the presence/absence, extent, condition, character, quality and date of any archaeological deposits within those areas affected shall be submitted to and approved in writing by the Department of the Environment. The Project Design once approved in writing, shall be implemented at the applicant's expense. In the event that any significant archaeological finds are made, work shall cease and the Department of the Environment shall be notified immediately to allow for proper evaluation of such finds and may require further mitigation.

Reason(s):

1. For the avoidance of doubt and in accordance with the requirements of Policy GD 1 of the Adopted Island Plan 2011 (Revised 2014).
2. To promote good design and to safeguard the character and appearance of the surrounding area, in accordance with Policies GD1 and GD7 of the Adopted Island Plan 2011 (Revised 2014).
3. To promote good design and to safeguard the character and appearance of the surrounding area, in accordance with Policies GD1 and GD7 of the Adopted Island Plan 2011 (Revised 2014).
4. To safeguard the character and appearance of the area in accordance with Policies GD1, NE1, NE2 and NE4 of the Adopted Island Plan 2011 (Revised 2014).
5. To safeguard the character and appearance of the area in accordance with Policies GD1, NE1, NE2 and NE4 of the Adopted Island Plan 2011 (Revised 2014).
6. To ensure the development does not have an adverse impact on public health or the wider environment, in accordance with Policies GD1, GD6 and WM1 of the Adopted Island Plan 2011 (Revised 2014).

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PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number RC/2014/1359

7. To protect the amenities of the occupiers of neighbouring properties and the visual amenities of the surrounding area, in accordance with Policies GD1 and WM1 of the Adopted Island Plan 2011 (Revised 2014).
8. In the interests of promoting sustainable patterns of development, in accordance with Policies TT9 and SP6 of the Adopted Island Plan 2011 (Revised 2014).
9. To ensure that the development provides adequate provision for off-street parking and manoeuvring for users of the site, in the interests of highway safety and the general amenities of the area, in accordance with Policy GD1 of the Adopted Island Plan 2011 (Revised 2014).
10. In accordance with Policy WM1 of the Adopted Island Plan 2011 (Revised 2014).
11. To ensure satisfactory drainage arrangements and to avoid flooding in accordance with the requirements of Policies LWM 2 and LWM 3 of the Adopted Island Plan 2011 (Revised 2014).
12. To ensure satisfactory Percentage for Art arrangements in accordance with the requirements of Policy GD 8 of the Adopted Island Plan 2011 (Revised 2014).
13. To ensure the provision of satisfactory crime reduction measures in accordance with the requirements of Policy GD 1 of the Adopted Island Plan 2011 (Revised 2014) and Supplementary Planning Guidance Note No. 18 - Crime Impact Statements dated March 2012.
14. To ensure that special regard is paid to the interests of protecting the architectural and historical interest, character and integrity of the building or place in accordance with Policies SP4, HE5 of the Adopted Island Plan 2011 (Revised 2014).

FOR YOUR INFORMATION:

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Decision Notice

PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number RC/2014/1359

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

The following plan(s) have been approved.

Location Plan
Copy of Original Permit
Crime Impact Statement

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.

Date

Signed for Director

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FOURTH SCHEDULE
The Owner's Covenants with the Minister

The Owner covenants, agrees and undertakes:

COMMENCEMENT

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

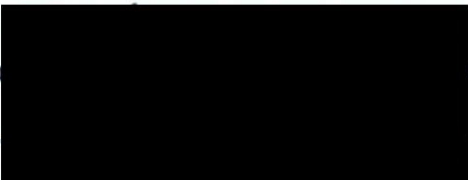
EASTERN CYCLEWAY

- 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.


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  er

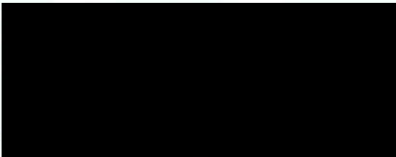
by

in the presence of .. 

this 24 day of August. 2015

Signed on behalf of the Owner 

by .. 

in the presence of . 

this 14th day of August 2015