

DATED 23 December

2022

(1) THE MAYOR AND BURGESSED OF THE LONDON BOROUGH OF BEXLEY

and

(2) KULDIP SINGH LIDDER AND LAKWINDER KAUR LIDDER

and

(3) JOHN COLIN HAINES AND HELEN ATTRACTA HAINES

and

(4) STEVEN JAMES WILLIAMS AND LYNN WILLIAMS

And

(5) DEREK SIDNEY GARROD AND JEAN GARROD

and

(6) CAREBASE LIMITED

AND

(7) LANDTREAD LIMITED

AGREEMENT

under section 106 Town and Country Planning Act 1990
relating to 2, 4, 6 and 8 Danson Road Bexley Heath DA6 8HB

SH∞SMITHS

Ref. M-01027564

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THIS AGREEMENT is made on 23 December

2022

BETWEEN:-

- (1) **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF BEXLEY** of Civic Centre 2 Watling Street Bexleyheath DA6 7AT (the "**Council**"); and
- (2) **KULDIP SINGH LIDDER AND LAKWINDER KAUR LIDDER** of 2 Danson Road Bexleyheath Kent DA6 8HB ("**First Owner**")
- (3) **JOHN COLIN HAINES AND HELEN ATTRACTA HAINES** of 4 Danson Road Bexleyheath Kent DA6 8HP ("**Second Owner**")
- (4) **STEVEN JAMES WILLIAMS AND LYNN WILLIAMS** of 6 Danson Road Bexleyheath Kent DA6 8HB ("**Third Owner**")
- (5) **DEREK SIDNEY GARROD AND JEAN GARROD** of 8 Danson Road Bexleyheath Kent DA6 8HB ("**Fourth Owner**")

(together known as the "**Owners**")
- (6) **CAREBASE LIMITED** (Companies House Registration No: 04491605) whose registered address is at Eight Floor 167 Fleet Street London EC4A 2EA ("**Applicant**").
- (7) **LANDTREAD LIMITED** (Companies House Registration No: 11670526) whose registered address is at Eighth Floor 167 Fleet Street London EC4A 2EA ("**Option Holder**")

WHEREAS:-

- (A) By virtue of the 1990 Act the Council is the Local Planning Authority for the purposes of this Agreement for the area in which the Land is situated and is the Local Planning Authority by whom the planning obligations hereby created are enforceable.
- (B) The First Owner is the registered freehold proprietor with absolute title of that part of the Land registered at HM Land Registry under Title Number SGL348452 subject to the legal charge held by Yorkshire Building Society of Yorkshire House Yorkshire Drive Rooley Lane Bradford W Yorkshire BD5 8LJ dated 19 March 2003
- (C) The Second Owner is the registered freehold proprietor with absolute title of that part of the Land registered at HM Land Registry under Title Number SGL24366 subject to the legal charge held by HSBC UK Bank Plc (Companies House Registration No: 09928412) whose registered address is at 1 Centenary Square Birmingham B1 1HQ dated 17 June 1993
- (D) The Third Owner is the registered freehold proprietor with absolute title of that part of the Land registered at HM Land Registry under Title Number K216187
- (E) The Fourth Owner is the registered freehold proprietor with absolute title of that part of the Land registered at HM Land Registry under Title Number SGL89005
- (F) The Applicant submitted the Application.
- (G) The Council refused to grant the Planning Permission on 3 November 2021. The Applicant duly appealed that refusal.
- (H) The Owners by entering into this Agreement does so to create planning obligations in respect of the Land and each part of it in favour of the Council pursuant to section 106 of the 1990 Act

and to be bound by and observe and perform the covenants, agreements, conditions and stipulations hereinafter contained.

1 DEFINITIONS AND INTERPRETATION

1.1 In this Agreement the following expressions shall have the following meanings:-

"1990 Act"	means the Town and Country Planning Act 1990
"Appeal"	means the appeal by the Applicant of the refusal that has been assigned appeal reference: App/D5120/W/22/3293225X
"Application"	means the full planning application (reference number 19/03072/FULM) registered by the Council on 23 December 2019 for the "Demolition of the existing dwellings and erection of a part 1/2/3 storey building to provide a 70 bedroom nursing home, with associated access alterations, car and cycle parking, landscaping and amenity space"
"Carbon Offset Contribution"	means the sum of £55,470.50 (fifty five thousand four hundred and seventy pounds and fifty pence) to be applied in the event of receipt to mitigate the Carbon Reduction Shortfall
"Carbon Reduction Shortfall"	means the shortfall of 539.9 tonnes of CO2 from the Development
"Certificate of Practical Completion"	means the certificate issued by the Council's Proper Officer pursuant to the Highways Agreement on satisfactory Practical Completion of the Highway Works
"Commencement of Development"	means the date upon which the Development shall commence by the carrying out on the Land pursuant to the Planning Permission of a material operation as specified in section 56(4) of the 1990 Act SAVE THAT the term "material operation" shall not include operations in connection with any work of or associated with demolition, site clearance, remediation works, environmental investigation, site and soil surveys, erection of a contractor's work compound, erection of a site office and erection of fencing to the site boundary and "Commence Development" shall be construed accordingly
"Confirmatory Deed"	means a deed to be entered into by all of the parties with an interest in the Land for the purposes of Section 106 of the Act which confirms that the obligations contained in this Agreement shall also bind their interest in the Land
"Contributions"	means the Carbon Offset Contribution, Hedgerow Contribution and the NHS Health Contribution
"Development"	means the development of the Land in accordance with the Planning Permission

“Dwellings”	means the residential nursing home units that may be built on the Land as part of the Development and “Dwelling” shall be construed accordingly
“Expert”	means an independent person of at least 10 years standing in the area of expertise relevant to the dispute to be agreed between the parties to this Agreement or, failing agreement, to be nominated at the request and option of any of them, at their joint expense, by or on behalf of the President for the time being of the Law Society
“Head of Planning and Regulatory Services”	means the Head of Planning and Regulatory Services of the Council for the time being or such other officer of the Council nominated by her for the purposes of this Agreement
“Hedgerow Contribution”	means £6,464.27 (six thousand four hundred and sixty four pounds and twenty seven pence) towards the maintenance of the Proposed Hedge
“Highway Agreement”	means any agreement(s) between the Owners and the Council pursuant to section 278 (and if applicable section 38) of the Highways Act 1980 to secure and authorise the Owners to carry out the Highway Works
“Highway Mitigation Contribution”	means the sum of £7,697 (seven thousand six hundred and ninety seven pounds) towards highway mitigation measures being: <ul style="list-style-type: none"> • the advertisement of traffic management order prohibiting right turn out of the Land at egress and right and left turn into the Land at egress • the installation of signs, wide based posts, sign lights and electrical connections relating to the above traffic turning prohibitions • the implementation of “keep clear” road markings relating to access into the Land
“Highway Works”	means works to the highway (shown indicatively on the Highway Works Drawing) that are required to make the Development acceptable and comprising, but not limited to, of: <ol style="list-style-type: none"> a) the provision of new access and egress footway crossings to the Land b) the reinstatement to footway standard of all existing redundant residential vehicle crossovers across the frontage of the Land

“Highways Works Drawing”	means the drawing reference 190320-004B or other drawing that may be agreed by the Council as annexed to this Agreement at Appendix 3 showing the extent of the indicative Highway Works
“Index”	means the All In Tender Price Index or any successor index published by the Building Cost Information Service of the Royal Institution of Chartered Surveyors or any successor organisation and “Indexation” shall be construed accordingly
“Index Linked”	means such increase to any sum or sums payable under this Agreement on an annual basis or pro rata per diem from the date of this Agreement to the date of payment (or calculation as the case may be) based upon the relevant Index last published before the date of the decision to approve the grant of Planning Permission
“Inspector”	means a person appointed by the Secretary of State or Planning Inspectorate by virtue of the Act to hear and/or determine the Appeal
“Land”	means all that land situate at 2, 4, 6 and 8 Danson Road Bexley Heath DA6 8HB shown edged red on Plan 1
“NHS Contribution”	means the sum of £130,235.00 (one hundred and thirty thousand two hundred and thirty five pounds) to mitigate the pressures of the Development on the National Health Service (NHS) within the vicinity of the Development
“Occupation”	means occupation for the purposes of the Planning Permission 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 and “Occupy” “Occupant” and “Occupier” shall be construed accordingly
“Plan 1”	means the plan appended to this Agreement at Appendix 1 and labelled Site Location Plan (Revision P3)
“Plan 2”	means the plan appended to this Agreement at Appendix 2 and labelled S106 Proposed Boundary Hedge Diagram (DAN-RYD-00-XX-DR-A-09002 Revision P1)
“Planning Permission”	means a planning permission to be granted pursuant to the Appeal
“Practical Completion”	means completion of the Highway Works that enables the Highway Works to be used for the purpose for which they were designed, save for any minor defects and Practically Complete shall be construed accordingly
“Proper Officer”	means the Head of Strategic Planning and Growth for the Council for the time being or an officer of the Council carrying those functions

“Proposed Hedge”	means the hedge proposed to be planted along the boundary of the Land shown indicatively on Plan 2
“Secretary of State”	means the Secretary of State for Department for Levelling Up, Housing and Communities (or any successor in function)
“South East London Integrated Care Board”	means the partnership that brings together the organisations responsible for publicly funded health and care services in South East London
“Working Day”	means any day from Monday to Friday (inclusive) which is not Christmas Day Good Friday or a statutory bank holiday and Working Days shall be construed accordingly

1.2 Where the context so requires:-

- 1.2.1 the singular includes the plural and vice versa and words importing the masculine gender only include the feminine and neuter genders and extend to include a corporation sole or aggregate;
- 1.2.2 references to any party or body in this Agreement shall include the successors in title and assigns of that party and in the case of the Council shall include any successor Local Planning Authority exercising planning powers under the 1990 Act;
- 1.2.3 wherever there is more than one person named as a party and where more than one party undertakes a covenant all their covenants can be enforced against all of them jointly and against each individually unless there is an express provision otherwise;
- 1.2.4 any covenant by a party not to do any act or thing shall be deemed to include a covenant not to cause, permit, procure or suffer the doing of that act or thing;
- 1.2.5 any reference to an Act of Parliament shall include any modification, extension or re-enactment of that Act 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 Act or deriving validity from it;
- 1.2.6 references to Clauses, paragraphs, and Schedules are references to clauses, paragraphs, and schedules to this Agreement and are for reference only and shall not affect the construction of this Agreement;
- 1.2.7 the headings and contents list are for reference only and shall not affect construction.

2 OPERATIVE PROVISIONS

- 2.1 This Agreement is a deed made pursuant to Section 106 of the 1990 Act.
- 2.2 The covenants, restrictions and requirements imposed upon the Owners under this Agreement create planning obligations pursuant to Section 106 of the 1990 Act and are enforceable by the Council as local planning authority against the Owners.
- 2.3 To the extent that any of the obligations contained in this Agreement are not planning obligations within the meaning of the 1990 Act they are entered into pursuant to powers contained in Section 111 of the Local Government Act 1972 and Sections 1 to 8 of the Localism Act 2011 and all other enabling powers.

3 CONDITIONALITY

Clause 4 below is conditional upon: -

- 3.1 the grant of the Planning Permission; and
- 3.2 the Commencement of Development (save for any pre-Commencement obligations).

4 CIL REGULATIONS

If in determining the Appeal the Secretary of State or the Inspector expressly states in the Decision Letter that any planning obligation(s) contained in this Agreement do not constitute a reason for granting the Planning Permission in accordance with Regulation 122 of the CIL Regulations then subject to Clause 6.10 of this Agreement such planning obligation(s) shall not be enforceable pursuant to this Agreement and shall cease to have effect within this Agreement

5 PLANNING OBLIGATIONS

- 5.1 From the date ascertained pursuant to Clause 3 above the Owners hereby covenants with the Council that the Land shall be subject to the restrictions and provisions regulating the Development and use thereof specified in Schedule 1 of this Agreement EXCEPT WHERE Clause 4 applies.
- 5.2 The Council hereby covenants with the Owners to comply with the obligations contained in Schedule 2 of this Agreement.

6 MISCELLANEOUS

- 6.1 No party shall be bound by the terms of this Agreement or be liable for the breach of any covenants restrictions or obligations contained in this Agreement: -
 - 6.1.1 occurring after he or it has parted with his or its interest in the Land or the part in respect of which such breach occurs (but without prejudice to liability for any subsisting breach of covenant prior to parting with such interest);
 - 6.1.2 if he or it shall be an owner-occupier or tenant of any of the Dwellings (or a mortgagee of an individual Dwelling lending money to such owner-occupier or tenant);
 - 6.1.3 if it is a statutory undertaker which has an interest in any part of the Land for the purposes of its undertaking.
- 6.2 Where the agreement, approval, consent or expression of satisfaction is required by any party under the terms of this Agreement such agreement, approval, consent or expression of satisfaction shall not be unreasonably withheld or delayed.
- 6.3 The obligations hereby created shall be registered as a Local Land Charge.
- 6.4 Within 28 (twenty-eight) days of a request from the Owners the Council will certify whether or not an obligation under this Agreement has been satisfied and if not the steps that are required to be taken in order to secure its satisfaction provided that where such obligation is an ongoing obligation this clause shall not apply.
- 6.5 Following the performance and satisfaction of all the obligations contained in this Agreement the Council shall forthwith affect the cancellation of all entries made in the Register of Local Land Charges in respect of this Agreement.

- 6.6 This Agreement shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permission shall be quashed, revoked or otherwise withdrawn or (without the consent of the Owners) it is modified by any statutory procedure or expires prior to the Commencement of Development.
- 6.7 If pursuant to Clause 6.6 this Agreement shall terminate and cease to have effect the Council shall upon request remove any entry relating to this Agreement from the Register of Local Land Charges.
- 6.8 In the event that a condition or conditions to the Planning Permission is or are varied pursuant to section 96A of the 1990 Act this Agreement shall continue in full force in respect of the Planning Permission with the relevant condition or conditions as so varied.
- 6.9 In the event that an application is made pursuant to section 73 of the 1990 Act for an amendment to the Planning Permission and planning permission is granted in respect of the application references to Planning Permission in this Agreement shall include the new planning permission granted pursuant to section 73 of the 1990 Act and this Agreement shall apply to and remain in full force in respect of both the original planning permission and the new planning permission without the need for a further agreement to be entered into pursuant to section 106 of the 1990 Act.
- 6.10 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, legality or enforceability of the remaining provisions of this Agreement.
- 6.11 Nothing in this Agreement shall prohibit or limit the right to develop any part of the Land in accordance with a planning permission (other than one relating to the Development as specified in the Application) granted after the date of this Agreement.
- 6.12 Nothing in this Agreement shall be construed as restricting the exercise by the Council of any power or discretion exercisable by it under the 1990 Act or under any other Act of Parliament nor prejudicing or affecting the Council's rights, powers, duties and obligations in any capacity as a local or public authority.

7 NOTIFICATION

All notices, requests and demands or other written communications to or upon the parties pursuant to this Agreement shall be deemed to have been properly given or made if dispatched by first class letter or facsimile transmission to the party to which such notice, request, demand or other written communication is to be given or made under this Agreement and addressed as follows (or to such other address as the party to whom the notices, requests, demands or other written communication is to be given or made shall from time to time notify in writing to the other parties as its address for the purposes of this Clause 6):-

- 7.1 to the Council care of the Head of Planning and Regulatory Services at the address shown on page 1 of this Agreement quoting the Application reference number 19/03072/FULM;
- 7.2 to the Owners at their addresses shown on page 1 of this Agreement;
- 7.3 to the Applicant at its address shown on page 1 of this Agreement;
- 7.4 to the Option Holder at its address shown on page 1 of this Agreement

8 RESTRICTION ON COMMENCEMENT

- 8.1 The Owners, Option Holder and the Applicant acknowledge and agree that the Development shall not be Commenced until such time as evidence has been provided to the Council to demonstrate that the whole of the Land and all interests in that Land are bound by this Agreement and where reasonably requested by the Council a Confirmatory Deed has been submitted to the Council for its approval.
- 8.2 Any future mortgagee or chargee shall not be personally liable for any breach of the obligations in this Agreement unless committed or continuing at a time when the mortgagee or chargee is in possession of all or any part of the Land **PROVIDED THAT** a mortgagee or chargee shall only remain liable for the part of the Land for which it has an interest.

9 OPTION HOLDER AND APPLICANT CONSENT

- 9.1 The Applicant and the Option Holder both acknowledge and declare that:
- 9.1.1 This Agreement has been entered into by the Owners with their consent; and
- 9.1.2 The Land shall be bound by the obligations contained in this Agreement
- 9.2 The Option Holder and the Applicant hereby indemnifies the Owners against all penalties, losses, costs, claims, demands, expenses and other liabilities arising directly or indirectly from, under or in relation to this Agreement excepting where the penalties, losses, costs, claims, demands, expenses and other liabilities arise from any act or omission of the Owners or anyone with the Owners' express or implied authority.

10 THIRD PARTIES

No person who is not a party to this Agreement may enforce any terms hereof pursuant to the Contracts (Rights of Third Parties) Act 1999 **PROVIDED THAT** this Clause shall not affect any right of action of any person to whom this Agreement has been lawfully assigned or becomes vested in law.

11 WAIVER

- 11.1 No waiver (whether expressed or implied) by the parties 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 parties from enforcing any of the relevant terms or conditions or for acting upon any subsequent breach or default.

12 LEGAL COSTS

- 12.1 The Option Holder shall pay to the Council its reasonable legal fees up to £3,500.00 prior to completion of this Agreement.

13 OWNERSHIP

The Owners or the Option Holder (as the case may be) covenant with the Council to give the Council written notice of any change in ownership in the Land 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 Land or unit of occupation purchased by reference to a plan **SAVE THAT** this clause 13 shall not relate to the sale of any individual Dwelling constructed pursuant to the Planning Permission.

14 INDEXATION

14.1 All the Contributions shall be Index Linked.

14.2 Where reference is made to an Index and that index ceases to exist or is replaced or rebased then it shall include reference to any index which replaces it or any rebased index (applied in a fair and reasonable manner to the periods before and after rebasing under this Agreement) or in the event the Index is not replaced, to an alternative reasonably comparable basis or index as the Council shall advise the Applicant and/or Option Holder (as appropriate) in writing.

15 VAT

All consideration given in accordance with the terms of this Agreement all be exclusive of any Value Added Tax properly payable.

16 DISPUTE PROVISIONS

16.1 In the event of any dispute arising between the parties the parties will attempt to resolve that dispute amicably including holding a meeting by at least one representative from each party within 10 Working Days of the dispute arising or as agreed in writing between themselves.

16.2 If the parties are unable to resolve the dispute pursuant to clause 16.1 any party to the dispute may by serving notice on the other party refer the dispute to an expert for determination with a minimum of 10 years' experience in the relevant field (the "Expert") who shall be agreed upon by the parties

16.3 The Expert will act as an expert and not as an arbitrator and her decision shall (save in the case of manifest material error) be final and binding on the parties and costs shall be at her discretion or in the event that she makes no determination on costs such costs will be borne by the parties to the dispute in equal shares.

16.4 The Expert will be required to give notice to each of the parties, inviting each of them to submit to her written representations and cross representations with such supporting evidence as they shall consider necessary, and the Expert shall have regard thereto in making her decision.

17 JURISDICTION

This Agreement is governed by and interpreted in accordance with the law of England and Wales and the parties submit to the exclusive jurisdiction of the courts of England and Wales.

18 DELIVERY

The provisions of this Agreement (other than this Clause which shall be of immediate effect) shall be of no effect until this Agreement has been dated.

19 COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of this Agreement but all of the counterparts shall together constitute the same Agreement. No counterpart shall be effective until each party has executed at least one counterpart.

20 ENFORCEMENT COSTS

Without prejudice to the terms of any other provision herein the Applicant and/or Option Holder shall within 28_(twenty eight) days of a request pay all reasonable and properly incurred costs

charges and expenses (including without prejudice to the generality thereof legal costs and surveyor's fees) reasonably and properly incurred by the Council for the purposes of or incidental to the enforcement of any obligations of the Applicant and/or Option Holder following a breach of obligations under this Agreement PROVIDED ALWAYS that the Council shall submit with the request evidence of the costs charges and expenses incurred

IN WITNESS whereof the parties hereto have executed this Agreement the day and year first before written.

Schedule 1

The Owner's Obligations

1 CONTRIBUTIONS

The Owners covenant with the Council: -

- 1.1 to pay to the Council the Carbon Offset Contribution prior to Occupation of the Development; and
- 1.2 not to Occupy the Development until the Carbon Offset Contribution has been paid to the Council.
- 1.3 to pay to the Council the NHS Contribution prior to Occupation of the Development; and
- 1.4 not to Occupy the Development until the NHS Contribution has been paid to the Council.
- 1.5 to pay to the Council the Hedgerow Contribution prior to Occupation of the Development; and
- 1.6 not to Occupy the Development until the Hedgerow Contribution has been paid to the Council.
- 1.7 To pay the Highways Mitigation Contribution to the Council on or before Commencement of the Development.
- 1.8 Not to Commence the Development until the Highways Mitigation Contribution has been paid to the Council.
- 1.9 If any of the above contributions is paid late to the Council, interest will be payable at 4% above the official bank rate paid on commercial bank reserves (Bank of England base rate) from 28 (twenty eight) days after the date payment is due to the date of payment.

2 USE OF THE DEVELOPMENT AND DEMENTIA CARE

The Owners covenants with the Council:

- 2.1 Subject to the below paragraph 2.2 of this Schedule, to use the Development as a nursing home and for no other purpose with Use Class C2 of the Town and Country Planning (Use Classes) Order 1987
- 2.2 The Owners covenants that the Development shall provide not less than 14 beds for use for dementia care patients.

3 HIGHWAY WORKS

The Owners covenants with the Council:

- 3.1 Prior to Commencement of the Highway Works the Owners shall enter into the Highways Agreement with the Council for the purpose of authorising the Highway Works.
- 3.2 The Owner covenants not to Occupy the Development until the Council's Proper Officer has issued the Certificate of Practical Completion (unless otherwise agreed by the Council acting reasonably).

Schedule 2

The Council's Covenants

The Council covenants with the Owners: -

- 1 to act reasonably and without undue delay in negotiating and entering into the Highway Agreement with the Owners
- 2 to issue separate receipts on request for any sum paid to the Council under this Agreement;
- 3 not to apply the Carbon Offset Contribution Highways Mitigation Contribution and the Hedgerow Contribution for any purpose other than for the purposes set out in this Agreement within the Council's area; and
- 4 that in the event the Contributions or any part or parts thereof are not expended within 10 (ten) years of the date of payment then the sum or sums not expended plus interest accrued will be repaid to the paying party or its nominees.
- 5 To pay the NHS Contribution to the South East London Integrated Care Board upon receipt of a written undertaking for the benefit of the Council and of the Owners confirming that it will apply the NHS Contribution for the purposes for which it was paid as set out in this Agreement;
- 6 Return any unspent and/or uncommitted part of the NHS Contribution and any interest accrued thereon to the Council or the party who paid such contribution to the Council after the expiry of ten (10) years from the date of payment by the Owners to the Council of the NHS Contribution

The Common Seal of THE MAYOR AND
BURGESSES OF THE
LONDON BOROUGH OF BEXLEY
Was affixed to this Deed in the presence of:-

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)
)
)

Deputy Director/Director

Deputy Director/Director

EXECUTED as a Deed
(but not delivered until dated) by
KULDIP SINGH LIDDER in the presence of a
witness

)
)
)
)
)



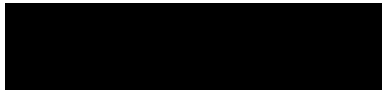
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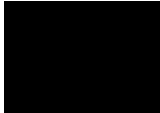
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Witness address 

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Witness occupation POSTMASTER

EXECUTED as a Deed)
(but not delivered until dated) by)
LAKWINDER KAUR LIDDER in the presence of a)
witness)



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Witness signature 

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Witness name 

.....
Witness address 

.....
Witness occupation 

EXECUTED as a Deed)
(but not delivered until dated) by)
JOHN COLIN HAINES in the presence of a)
witness)



.....
Witness signature 

.....
Witness name **MARGARET J. COMPTON**
SOLICITOR
SRA 128517

.....
Witness address **HADFIELD BULL & BULL**
1 Central Avenue
Welling
.....
Witness occupation **Kent DA16 3AX**

EXECUTED as a Deed)
(but not delivered until dated) by)
HELEN ATTRACTA HAINES in the presence of a)
witness)



.....
Witness signature

.....
Witness name

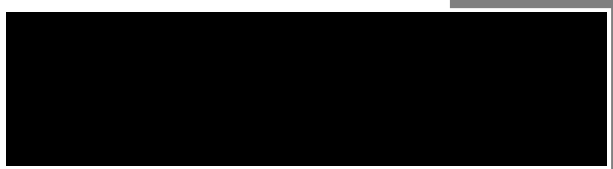
MARGARET J. COMPTON
SOLICITOR
SRA 128517

.....
Witness address

HADFIELD BULL & BULL
1 Central Avenue
Welling
Kent DA16 3AX

.....
Witness occupation

EXECUTED as a Deed
(but not delivered until dated) by
STEVEN JAMES WILLIAMS in the presence of a
witness



.....
Witness signature

.....
Witness name

.....
Witness address

.....
Witness occupation

conveyancers assistant

W. C. CAIRN
SOLICITOR
SRA 128517

W. C. CAIRN
SOLICITOR
SRA 128517

EXECUTED as a Deed
(but not delivered until dated) by
LYNN WILLIAMS in the presence of a witness

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Witness signature

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Witness name

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Witness address

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Witness occupation

EXECUTED as a Deed
(but not delivered until dated) by
DEREK SIDNEY GARROD in the presence of a
witness

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Witness signature

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Witness name
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Witness address

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Witness occupation

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Witness signature

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Witness Name
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Witness Address

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Witness Occupation

EXECUTED as a Deed)
(but not delivered until dated) by)
CAREBASE LIMITED acting by a Director in the)
presence of a witness)
)

Director

.....
Witness signature

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Witness name

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Witness address

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Witness occupation

EXECUTED as a Deed)
(but not delivered until dated) by)
LANDTREAD LIMITED acting by a Director in the)
presence of a witness)
)

Director

.....
Witness signature

.....
Witness name

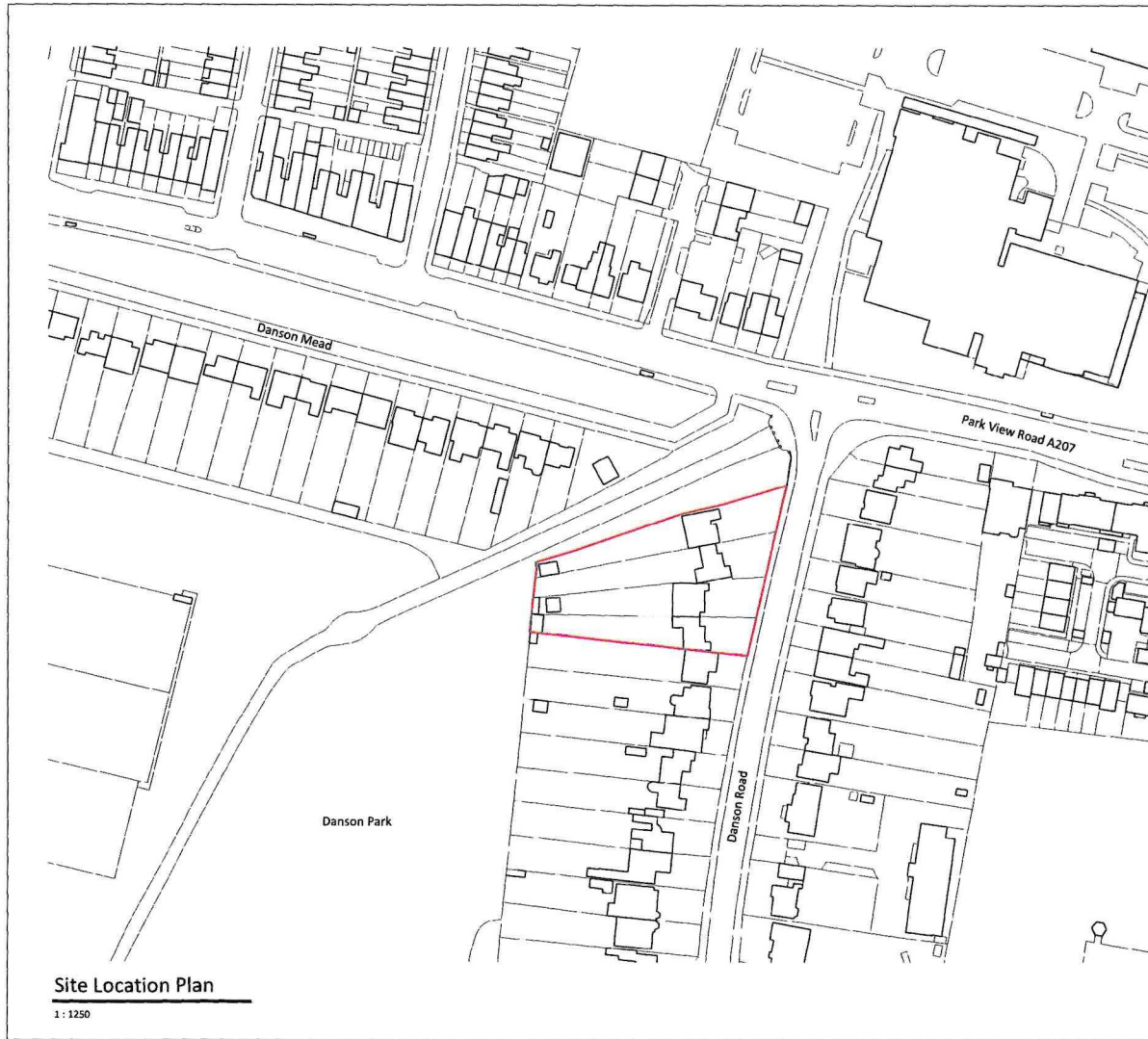
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Witness address

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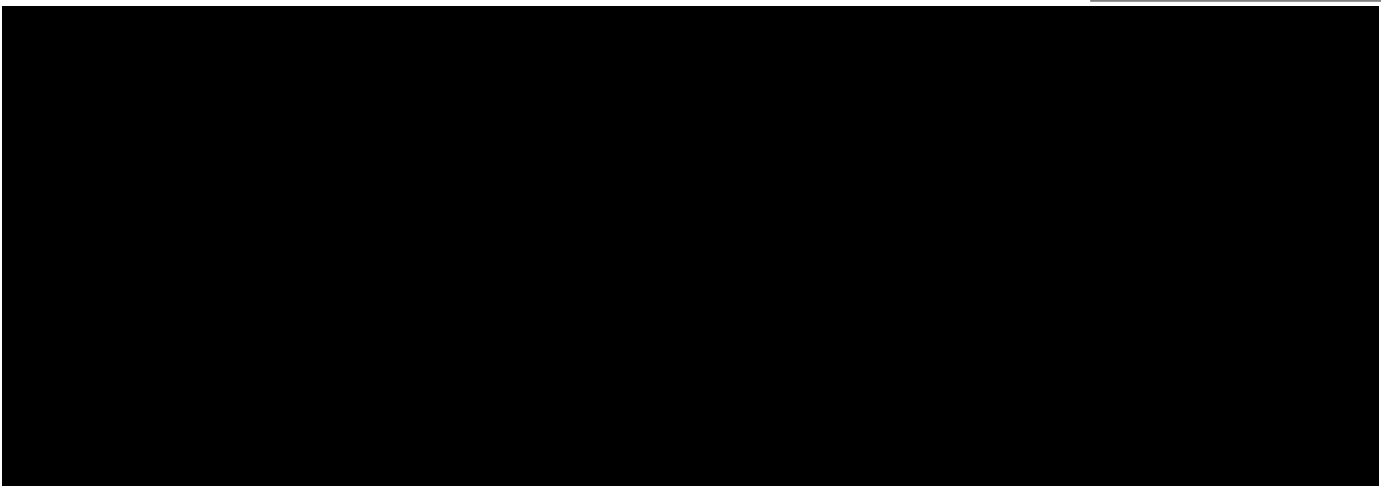
APPENDIX 1

Plan 1



Site Location Plan

1 : 1250



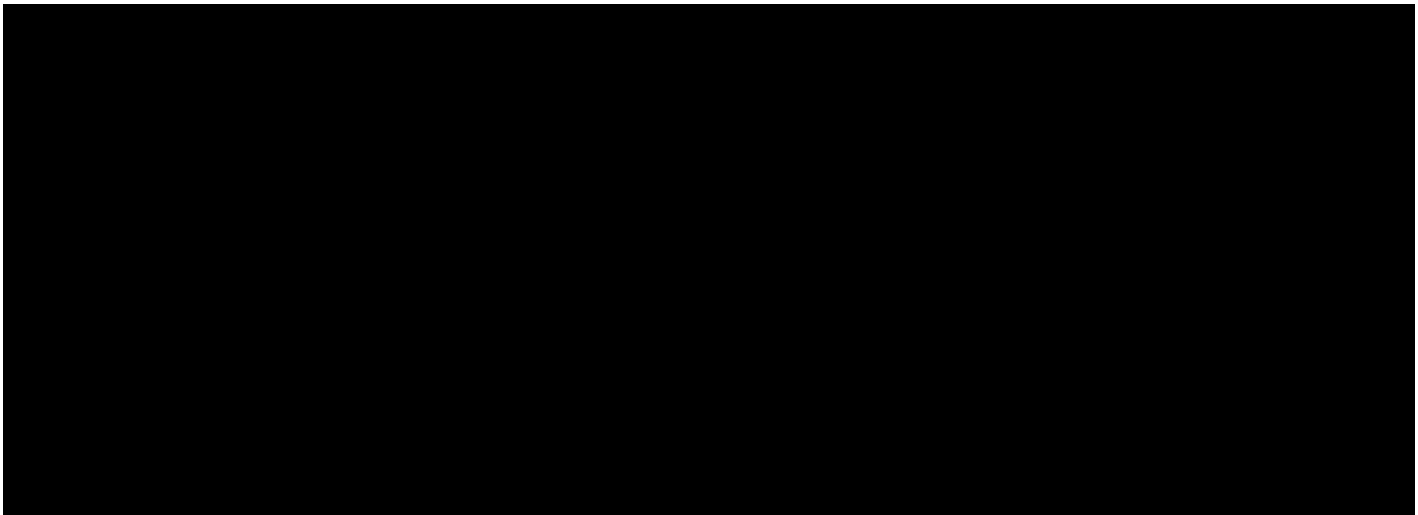
Appendix 2

Plan 2



Proposed Boundary Hedge

1:500



APPENDIX 3

Highway Works Drawing

