

DATE:

7 August

2020

JOHAL DAIRIES HOLDING CO LIMITED

UNILATERAL UNDERTAKING

TO

ASHFIELD DISTRICT COUNCIL

SECTION 106

TOWN AND COUNTRY PLANNING ACT 1990

RELATING TO THE DEVELOPMENT OF 12 DWELLINGS

AT FORMER WILD ORCHID PUBLIC HOUSE, SOUTHWELL LANE,

KIRKBY IN ASHFIELD NG17 8FN

Planning Application Ref: V/2020/0061

Contents

PARTIES	1
1. DEFINITIONS	1
2. INTERPRETATION	4
3. INFORMATION	5
4. CHARGE EXEMPTION CLAUSE	6
5. STATUTORY AUTHORITY AND LEGAL EFFECT	7
6. CONDITIONALITY	8
7. OBLIGATIONS	8
8. INVALIDITY	9
9. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999	9
10. GOVERNING LAW AND JURISDICTION	9
11. NOTICES	9
12. WAIVER	10
13. DISPUTE RESOLUTION	11
14. VAT	12
15. OTHER MATTERS	12
16. DETERMINATION OF UNDERTAKING	12
17. EXECUTION AND DELIVERY	12
Schedule 1	13
PART A - AFFORDABLE HOUSING	13
PART B - PUBLIC OPEN SPACE CONTRIBUTION	14
PART C – BUS STOP CONTRIBUTION	14
ANNEX	15
THE PLAN	15

T H I S UNDERTAKING is made as a deed the 7th day of August 2020

PARTIES

JOHAL DAIRIES HOLDING CO LIMITED (Company Registration No. 02931171)
of Cannock Road, Wolverhampton, West Midlands, WV1 1PN ("the Owner")

TO

ASHFIELD DISTRICT COUNCIL of Urban Road, Kirkby in Ashfield, Nottingham,
NG17 8DA ("the Council")

1. DEFINITIONS

In this Undertaking (except where the context otherwise requires):

"1972 Act" means the Local Government Act 1972;

"1990 Act" means the Town and Country Planning Act 1990 (as amended);

"2011 Act" means the Localism Act 2011;

"Affordable Housing" has the meaning given to it in Annex 2 of the National Planning Policy Framework 2019 (as amended from time to time) or such other successor document ("NPPF");

"Affordable Housing Units" means all of the Dwellings (12 in total) to be constructed as part of the Development and to be provided for use as Affordable Housing in accordance with Schedule 1 of this Undertaking;

"Affordable Rented Housing" means housing which is let by local authorities or private Registered Providers and is subject to rent controls that require a rent of no more than 80% of the local market rent (including Service Charges, where applicable)

"Application" means the planning application for provision of 12 residential dwellings with associated gardens and parking under reference number V/2020/0061;

"Bus Stop Contribution" means the sum of £8,000 (eight thousand pounds) to be paid to the Council in accordance with Part C of Schedule 1 of this Undertaking

“Commencement of Development” means the carrying out in relation to the Development of any material operation as defined by section 56(4) of the 1990 Act but disregarding for the purposes of this deed and for no other purpose, the following operations: demolition works; site clearance; ground investigations; site survey works; temporary access construction works; archaeological investigation; and erection of any fences and hoardings around the Site;

“Decision Notice” means a written notice of decision or determination relating to the Application to be issued pursuant to regulation 35 of the Town and Country Planning (Development Management Procedure) (England) Order 2015

“Decision Notice Date” means by 5pm on the fifth Working Day following the Receipt Date;

“Development” means the development of the Site as authorised by the Planning Permission;

“Dwellings” means all houses, maisonettes, flats, bungalows and all other types of accommodation which may be built or are intended to be built on the Site to be used as individual units of accommodation for independent Occupation by one or more people;

“Email Addresses” means Chiv.Mattoo@Platformhg.com; and tom@griffithsbuid.co.uk; and chris.dunham@johaldairies.co.uk;

“Housing Need” means where a person's financial situation is such that he or she is unable to meet his or her housing needs requirements in the private sector market because of the relationship between housing costs, mortgage deposits and income;

“Nominations Agreement” means an agreement in a form specified by the Council relating to the nominations procedure or a local lettings plan for the Affordable Housing Units

“Occupation” means occupation of any of the Dwellings for the purposes permitted by 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 **“Occupied”** and **“Occupier”** shall be construed accordingly;

“Plan” means the plan annexed to this Undertaking;

"Planning Permission" means the planning permission granted by the Council pursuant to the Application;

"Protected Tenant" shall mean any tenant who:

- (a) has exercised any statutory right to buy (or any equivalent contractual right) in respect of a particular Dwelling;
- (b) has been granted a shared ownership lease of a particular Dwelling and the tenant has subsequently purchased all the remaining shares so that the tenant owns the entire Dwelling; or
- (c) any mortgagee chargee and or successor in title to anyone falling with categories (a) or (b) above.

"Public Open Space Contribution" means the sum of £14,500 (fourteen thousand and five hundred pounds) to be paid to the Council in accordance with Part B of Schedule 1 of this Undertaking;

"Qualifying Person(s)" means a person or persons in Housing Need;

"Receipt Date" means the date this Undertaking was delivered to the Council, as evidenced by the online, Royal Mail "Special Delivery" tracking system, at Urban Road, Kirkby in Ashfield, Nottingham NG17

"Registered Provider" means a provider of Affordable Housing that is registered with the RSH under the Housing and Regeneration Act 2008 or any other provider approved in writing by the Council;

"Rented Housing Unit" means Dwellings to be provided to Qualifying Persons as Social Rented Housing or Affordable Rented Housing;

"RSH" means the Regulator of Social Housing, an executive non-departmental public body, who regulates registered providers of social housing and any successor or successors for the time being and any similar future authority responsible for the regulation of social housing'

"Service Charges" means any sums (save for rent) payable by an Occupier to the Owner under the terms of the Occupier's lease, tenancy agreement or other document governing the Occupation of the Dwelling;

“Shared Ownership Unit” means Affordable Housing made available to a Qualifying Person by a Registered Provider on the basis of any model form of shared ownership lease published by the RSH from time to time or any similar model lease or guidance as the Council may approved that enables a leaseholder to purchase an initial percentage (being not more than 75% and not less than 25%) of the value of a Shared Ownership Unit and from time to time purchase an additional percentage of the share in the Shared Ownership Unit so as to increase their ownership to 100% should they so wish;

“Site” means the land shown for the purposes of identification only edged red on the Plan known as Former Wild Orchid Public House, Southwell Lane, Kirkby in Ashfield, NG17 8FN;

“Social Rented Housing” means housing that is let by a Registered Provider at a rent which is no greater than the target rents determined through the national rent regime as defined in Annex 2 of the NPPF;

“Tenure Mix” means provision of the Dwellings as Rented Housing Units or Shared Ownership Units or any combination therefor as shall be elected by the Owner.

“Working Day” means any day except Saturday, Sunday or a bank holiday and reference to “Working Days” shall be construed accordingly.

2. INTERPRETATION

- 2.1** References to the masculine, feminine and neuter genders shall include the other genders.
- 2.2** References to the singular include the plural and vice versa unless the contrary intention is expressed.
- 2.3** References to natural persons are to include corporations and vice versa.
- 2.4** Headings in this Undertaking are for reference purposes only and shall not be taken into account in its construction or interpretation.
- 2.5** The expression the Owner shall include its successors in title and assigns.

- 2.6 The expression the Council shall include the successors to its respective statutory functions.
- 2.7 A reference to a Clause, Paragraph or Schedule is (unless the context otherwise requires) a reference to a Clause, Paragraph or Schedule of this Undertaking.
- 2.8 Words denoting an obligation on a party to do any act or thing include an obligation to procure that it be done and words placing a party under a restriction include an obligation not to cause, permit or suffer any infringement of such restriction.
- 2.9 Where in this Undertaking a party includes more than one person any obligations of that party shall be joint and several.
- 2.10 Any reference in this Undertaking to any statute, or to any section of a statute, includes any statutory re-enactment or modification of it and any reference to any statutory instrument includes any amendment or consolidation of it from time to time and for the time being in force.
- 2.11 "including" means "including, without limitation".
- 2.12 Any covenant by the Owner not to do any act or thing includes a covenants not to permit or allow the doing of that act or thing.

3. INFORMATION

- 3.1 The Owner owns the freehold interest in the Site shown edged red on the Plan as is registered with Title Absolute at HM Land Registry, free from incumbrances other than those matters contained or referred to in the Property and Charges Registers, with Title Number NT214439 at the date of this Deed.
- 3.2 Platform Housing Limited has made the Application for the provision of 12 dwellings with associated gardens and parking under reference V/2020/0061.
- 3.3 The Owner is willing to give an undertaking to perform the obligations set out in this Undertaking in order to facilitate the grant of the Planning Permission by ensuring that the Council can regulate the Development by securing the benefits contained in this Undertaking.

- 3.4 The Council is the local planning authority for the purposes of the 1990 Act for the area within which the Site is situated and by whom the obligations and covenants contained in this Undertaking are enforceable.
- 3.5 The Council is a local authority for the purposes of the 1972 Act and the 2011 Act.
- 3.6 The Council is satisfied that the Development is such as may be approved by the Council under the 1990 Act and Planning Permission granted (subject to conditions) subject to the Owner covenanting in the terms of this Undertaking.

4. CHARGEEXEMPTION CLAUSE

4.1 The affordable housing provisions in this Undertaking shall not be binding on a mortgagee or chargee (or any receiver (including an administrative receiver) appointed by such mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security or any administrator (howsoever appointed) including a housing administrator (each a "Receiver")) of the whole or any part of the Affordable Housing Units or any persons or bodies deriving title through such mortgagee or chargee or Receiver PROVIDED THAT:

- such mortgagee or chargee or Receiver shall first give written notice to the Council of its intention to dispose of the Affordable Housing Units and shall have used reasonable endeavours over a period of three months from the date of the written notice to complete a disposal of the Affordable Housing Units to another Registered Provider or to the Council for a consideration not less than the amount due and outstanding under the terms of the relevant security documentation including all accrued principal monies, interest and costs and expenses; and
- if such disposal has not completed within the three month period, the mortgagee, chargee or Receiver shall be entitled to dispose of the Affordable Housing Units free from the affordable housing provisions in this Undertaking which provisions shall determine absolutely

5. STATUTORY AUTHORITY AND LEGAL EFFECT

- 5.1** This Undertaking is made pursuant to Section 106 of the 1990 Act. To the extent that they fall within the terms of section 106 of the 1990 Act, the obligations contained in this Undertaking are planning obligations for the purposes of section 106 of the 1990 Act and are enforceable by the Council.
- 5.2** To the extent that any of the obligations contained in this Undertaking are not planning obligations within the meaning of the 1990 Act, they are entered into pursuant to the powers contained in section 111 Local Government Act 1972, section 1 Localism Act 2011 and all other enabling powers.
- 5.3** Save as otherwise provided in this Undertaking the Owner covenants with the Council to the intent that this Undertaking shall be enforceable without limit of time (other than as expressly mentioned in this Undertaking) against the Owner and any person deriving title through or under it to the Site or any part or parts of them as if that person had also been an original covenanting party in respect of the interest or estate for the time being held by that person.
- 5.4** No person shall be bound by any obligations, rights and duties contained in this Undertaking and/or be liable for any breach of a covenant and/or obligation contained in this Undertaking after they shall have parted with all interest in the Site or the part in respect of which such obligation relates or such breach occurs **PROVIDED THAT** they shall remain liable for any subsisting breach of covenant prior to parting with that interest.
- 5.5** No statutory undertaker shall be bound by any obligations, rights and duties contained in this Undertaking and/or be liable for any breach of a covenant and/or obligation contained in this Undertaking in respect of any site used only as an electricity substation, gas governor or pumping station.
- 5.6** No Protected Tenant of the Dwellings shall be bound by any obligations, rights and duties contained in this Undertaking and/or be liable for any breach of covenant and/or be liable for any breach of a covenant and/or an obligation contained in this Undertaking.
- 5.7** Nothing in this Undertaking shall be construed as prohibiting or limiting any right to develop any part of the Site in accordance with a planning permission (other than the

Planning Permission) granted (whether or not on appeal) after the date of this Undertaking.

- 5.8 Nothing in this Undertaking restricts or is intended to restrict the exercise by the Council of any powers exercisable by it under the 1990 Act or under any other Act or any statutory instrument, order or byelaw in the exercise of their functions or discretions as a local authority.
- 5.9 The Owner shall give the Council written notice of any change in ownership of its interest in the Site within 14 days of having parted with all interest in the Site and for the avoidance of doubt this does not include transfers of individual Dwellings.

6. CONDITIONALITY

6.1 This Undertaking is conditional upon:

6.1.1 the grant by the Council of the Planning Permission; and

6.1.2 the issue of a Decision Notice which is to be sent to the Email Addresses no later than the Decision Notice Date

except for this clause and any relevant provisions of clauses 5.9 and 13 which shall come into effect immediately on completion of this Undertaking.

7. OBLIGATIONS

- 7.1 The Owner covenants, undertakes and declares in respect of the Site as set out in the Schedule.
- 7.2 For the avoidance of doubt the covenants and other obligations on the part of the Owner imposed by this Undertaking may be discharged by the Owner or its agents or sub-contractors or any person for the time being operating or managing the Site or any part of the Site whether pursuant to a lease, sub-lease, joint venture agreement, management agreement, franchise agreement or otherwise.

8. INVALIDITY

8.1 It is agreed and declared that if any clause or sub-clause of this Undertaking shall be deemed to be unenforceable or ultra vires the remainder of this Undertaking shall remain in full force and effect provided severance from this Undertaking is possible.

9. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

9.1 Nothing contained in this Undertaking shall give, or be construed as giving, any rights, privileges, powers or enforceability other than to the Council and to the specific person executing this Undertaking as the Owner and its successors (if any) as defined in this Undertaking and the provisions of the Contracts (Rights of Third Parties) Act 1999 and any benefits or rights which could arise from it are expressly excluded to the intent that no other third party within the meaning of that Act shall have any rights of enforcement in respect of any matter contained in this Undertaking.

10. GOVERNING LAW AND JURISDICTION

10.1 This Undertaking and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and interpreted in accordance with the law of England.

11. NOTICES

11.1 A notice given under this Undertaking:

11.1.1 shall be in writing; and

11.1.2 shall be sent for the attention of the person and to the address specified in clause 11.2 (or such other address or person as each party may notify to the others in accordance with the provisions of this clause 12); and shall be delivered personally or sent by prepaid first class post or recorded

delivery or (if the notice is to be served by post outside the country from which it is sent) sent by air mail.

11.2 The address for service of notices are:

11.2.1 The Council - as set out on page 1 of this Undertaking

11.2.2 The Owner - as set out on page 1 of this Undertaking marked for the attention of Chris Dunham, solicitor.

11.3 A notice is deemed to have been received:

11.3.1 if delivered personally at the time of delivery; or

11.3.2 in the case of prepaid first class post or recorded delivery 2 Working Days from the date of posting; or

11.3.3 in the case of airmail 5 Working Days from the date of posting; or

11.3.4 if deemed received under the previous sub-clauses of this clause 11.3 is not within business hours (meaning 9.30am to 3pm on a Working Day) when business next starts in the place of receipt.

11.4 To prove service it is sufficient to prove that in the case of post the envelope containing the notice was properly addressed and posted.

11.5 Any notice or other written communication to be given by the Council shall be deemed valid and effectual if on its face it is signed on behalf of the Council by an officer or duly authorised signatory.

12. WAIVER

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

13. DISPUTE RESOLUTION

13.1 In the event of there being a dispute arising out of this Undertaking or the subject matter thereof (including any matter to be agreed or approved under this Undertaking but excluding matters of its interpretation) the following provisions shall apply:

13.1.1 the parties shall use their reasonable endeavours to resolve the dispute by agreement;

13.1.2 if agreement cannot be reached the matter in dispute shall be referred to and settled by a single expert to be agreed between the Owner and the Council or failing agreement to be nominated by the President of the Royal Institution of Chartered Surveyors on the application of either the Owner or the Council after giving notice in writing to the other party to this Undertaking;

13.1.3 the person to be appointed pursuant to clause 13.1.2 shall be a person having 10 years or more post qualification experience of projects comprising works of the scale and nature of the Development;

13.1.4 reference to the expert shall be on terms that determination shall take place within 28 Working Days of the expert accepting his instructions;

13.1.5 the expert shall have the power to award costs of the determination in favour of either party to the dispute at the expense of the other party and failing such determination such costs shall be borne by the Owner and the Council in equal shares;

13.1.6 the expert shall be limited in his findings to the matter in dispute referred to him and shall provide written reasons for his decision;

13.1.7 the findings of the expert shall (other than in the case of a manifest error or fraud) be final and binding on the parties to the dispute.

14. VAT

14.1 All consideration given in accordance with the terms of this Undertaking shall be exclusive of any value added tax properly payable.

15. OTHER MATTERS

15.1 This Undertaking shall be registered as a Local Land Charge.

16. DETERMINATION OF UNDERTAKING

16.1 This Undertaking shall be determined and have no further effect if the Planning Permission:

16.1.1 expires before the Commencement of Development;

16.1.2 is varied or revoked or otherwise withdrawn other than at the request of the Owner and/or Platform Housing Ltd; or

16.1.3 is quashed following a successful legal challenge.

17. EXECUTION AND DELIVERY

17.1 This document is executed as a deed and is delivered on the date stated at the beginning of this Undertaking.

I N W I T N E S S of which the Owner has executed this Undertaking as a deed and has delivered it upon the day and year first before written.

SCHEDULE 1

PART A - AFFORDABLE HOUSING

1. In carrying out the Development of the Site in accordance with the Planning Permission the Owner covenants with the Council that it shall provide all of the Dwellings as Affordable Housing Units and shall not use or allow the Affordable Housing Units to be used or Occupied for any purpose other than for Affordable Housing by Qualifying Persons for the lifetime of the Development (subject to paragraph 5 of this Schedule) in accordance with the terms of this Undertaking.
2. The Affordable Housing Units specified at paragraph 1 of this Schedule shall be provided in accordance with the Tenure Mix.
3. No later than the date of Commencement of Development the Owner covenants with the Council to make a written offer to a Registered Provider to enter into a binding contract with the Registered Provider for the sale and purchase of the Affordable Housing Units on terms generally acceptable to Registered Providers operating in Nottinghamshire provided that this obligation shall not apply if a Registered Provider is the owner of the entire Site prior to the date of Commencement of Development.
4. The Owner covenants with the Council to use reasonable endeavours to enter into such a binding contract as specified in paragraph 3 above no later than 3 months after the date of Commencement of Development and evidence of such transfer or contract to a Registered Provider shall be provided to the Council within 28 days of completion (if requested) provided that this obligation shall not apply if a Registered Provider is the owner of the entire Site prior to the date of Commencement of Development
5. The Owner covenants with the Council with the intent that it shall not permit or cause to be permitted the Occupation or disposal of any Affordable Housing Unit save :
 - a. In accordance with this Schedule; or
 - b. by way of a mortgage or legal charge; or
 - c. by or to a Protected Tenant; or

- d. to another Registered Provider with the prior written approval of the Council
6. The Owner covenants with the Council with the intent that all Affordable Housing Units on the Site or any part thereof shall be maintained managed and disposed of by a Registered Provider in accordance with the Nominations Agreement
7. In the event that an Affordable Housing Unit is to be disposed of pursuant to a statutory right to buy scheme or any equivalent contractual right the Registered Provider in such disposal shall ensure that the terms of such disposal include enforceable provisions granting a right of pre-emption in favour of the Registered Provider.

PART B - PUBLIC OPEN SPACE CONTRIBUTION

1. The Public Open Space Contribution shall be paid by the Owner to the Council prior to first Occupation of the first Dwelling to be Occupied (it being the intent of the Owner that the Public Open Space Contribution shall be paid once only).
2. The Owner will not occupy or allow the Occupation of any Dwelling unless and until the Public Open Space Contribution has been paid to the Council.

PART C – BUS STOP CONTRIBUTION

1. The Bus Stop Contribution shall be paid by the Owner to the Council prior to first Occupation of the first Dwelling to be Occupied (it being the intent of the Owner that the Bus Stop Contribution shall be paid once only).
2. The Owner will not occupy or allow the Occupation of any Dwelling unless and until the Bus Stop Contribution has been paid to the Council.

NORTH

TERRACES

ANTHROPOMORPHIC BERRY - PLOTS 6 / 7 / 8 / 9

718 / 141 / 12

SHARED COMMONS - PLOTS 9 / 13 / 14 / 15 (indicated "SU" on plans)

PLOTS - 1250, TOTAL

718, 141, 12

200, 200, 200

200, 200, 200

200, 200, 200

PLANT AREAS (Areas between floor space approx. 10%)

Plot 1 - 74.5

Plot 2 - 74.5

Plot 3 - 64.5

Plot 4 - 64.5

Plot 5 - 64.5

Plot 6 - 74.5

Plot 7 - 74.5

Plot 8 - 64.5

Plot 9 - 64.5

Plot 10 - 64.5

Plot 11 - 74.5

Plot 12 - 74.5

GENERAL NOTES

- 1. Drainage channels are approved to prevent run off of rain water from the site or to public highway to be considered from all plots.
- 2. All plots shall be designed to meet all planning requirements and any other requirements and any other requirements to be obtained for any other requirements.
- 3. On plot boundaries, boundary lines shall be shown in red. All other lines shall be shown in black.
- 4. Existing pedestrian footpaths shall be shown in green. All other lines shall be shown in black.
- 5. To be developed standard residential units shall be shown in blue. All other lines shall be shown in black.
- 6. To be developed standard residential units shall be shown in blue. All other lines shall be shown in black.

NOTE - FOOTPATH WILL NOT BE WIDENED TO AREA OF LAND THAT IS UNDEVELOPED IN CURRENT APPLICATION IN THIS AREA.

NOTE - FOOTPATH WILL NOT BE WIDENED TO AREA OF LAND THAT IS UNDEVELOPED IN CURRENT APPLICATION IN THIS AREA.

NOTE - FOOTPATH WILL NOT BE WIDENED TO AREA OF LAND THAT IS UNDEVELOPED IN CURRENT APPLICATION IN THIS AREA.

NOTE - FOOTPATH WILL NOT BE WIDENED TO AREA OF LAND THAT IS UNDEVELOPED IN CURRENT APPLICATION IN THIS AREA.

NOTE - FOOTPATH WILL NOT BE WIDENED TO AREA OF LAND THAT IS UNDEVELOPED IN CURRENT APPLICATION IN THIS AREA.

NOTE - FOOTPATH WILL NOT BE WIDENED TO AREA OF LAND THAT IS UNDEVELOPED IN CURRENT APPLICATION IN THIS AREA.

NOTE - FOOTPATH WILL NOT BE WIDENED TO AREA OF LAND THAT IS UNDEVELOPED IN CURRENT APPLICATION IN THIS AREA.

NOTE - FOOTPATH WILL NOT BE WIDENED TO AREA OF LAND THAT IS UNDEVELOPED IN CURRENT APPLICATION IN THIS AREA.

NOTE - FOOTPATH WILL NOT BE WIDENED TO AREA OF LAND THAT IS UNDEVELOPED IN CURRENT APPLICATION IN THIS AREA.

NOTE - FOOTPATH WILL NOT BE WIDENED TO AREA OF LAND THAT IS UNDEVELOPED IN CURRENT APPLICATION IN THIS AREA.

NOTE - FOOTPATH WILL NOT BE WIDENED TO AREA OF LAND THAT IS UNDEVELOPED IN CURRENT APPLICATION IN THIS AREA.

NOTE - FOOTPATH WILL NOT BE WIDENED TO AREA OF LAND THAT IS UNDEVELOPED IN CURRENT APPLICATION IN THIS AREA.

NOTE - FOOTPATH WILL NOT BE WIDENED TO AREA OF LAND THAT IS UNDEVELOPED IN CURRENT APPLICATION IN THIS AREA.

NOTE - FOOTPATH WILL NOT BE WIDENED TO AREA OF LAND THAT IS UNDEVELOPED IN CURRENT APPLICATION IN THIS AREA.

NOTE - FOOTPATH WILL NOT BE WIDENED TO AREA OF LAND THAT IS UNDEVELOPED IN CURRENT APPLICATION IN THIS AREA.

NOTE - FOOTPATH WILL NOT BE WIDENED TO AREA OF LAND THAT IS UNDEVELOPED IN CURRENT APPLICATION IN THIS AREA.

NOTE - FOOTPATH WILL NOT BE WIDENED TO AREA OF LAND THAT IS UNDEVELOPED IN CURRENT APPLICATION IN THIS AREA.

NOTE - FOOTPATH WILL NOT BE WIDENED TO AREA OF LAND THAT IS UNDEVELOPED IN CURRENT APPLICATION IN THIS AREA.

NOTE - FOOTPATH WILL NOT BE WIDENED TO AREA OF LAND THAT IS UNDEVELOPED IN CURRENT APPLICATION IN THIS AREA.

Existing rear garden

Parking courtyard to front

Existing 2.0m high close board timber fence along boundary

Existing rear garden

Ownership of section of land unknown, possibly unregistered. No works to be carried out to land.

EXISTING 2.0m HIGH CLOSE BOARD TIMBER FENCE ALONG BOUNDARY

EXISTING REAR GARDEN

EXISTING REAR GARDEN

EXISTING REAR GARDEN

EXISTING REAR GARDEN

EXISTING REAR GARDEN

EXISTING REAR GARDEN

EXISTING REAR GARDEN

EXISTING REAR GARDEN

EXISTING REAR GARDEN

EXISTING REAR GARDEN

EXISTING REAR GARDEN

EXISTING REAR GARDEN

EXISTING REAR GARDEN

EXISTING REAR GARDEN

EXISTING REAR GARDEN

EXISTING REAR GARDEN

EXISTING REAR GARDEN

EXISTING REAR GARDEN

EXISTING REAR GARDEN

EXISTING REAR GARDEN

EXISTING REAR GARDEN

EXISTING REAR GARDEN

EXISTING REAR GARDEN

EXISTING REAR GARDEN

EXISTING REAR GARDEN

EXISTING REAR GARDEN

EXISTING REAR GARDEN

EXISTING REAR GARDEN

EXISTING REAR GARDEN

EXISTING REAR GARDEN

EXISTING REAR GARDEN

EXISTING REAR GARDEN

EXISTING REAR GARDEN

EXISTING REAR GARDEN

EXISTING REAR GARDEN

EXISTING REAR GARDEN

EXISTING REAR GARDEN

KEY:-

- 1. Plot boundaries
- 2. Plot boundaries
- 3. Plot boundaries
- 4. Plot boundaries
- 5. Plot boundaries
- 6. Plot boundaries
- 7. Plot boundaries
- 8. Plot boundaries
- 9. Plot boundaries
- 10. Plot boundaries
- 11. Plot boundaries
- 12. Plot boundaries
- 13. Plot boundaries
- 14. Plot boundaries
- 15. Plot boundaries
- 16. Plot boundaries
- 17. Plot boundaries
- 18. Plot boundaries
- 19. Plot boundaries
- 20. Plot boundaries
- 21. Plot boundaries
- 22. Plot boundaries
- 23. Plot boundaries
- 24. Plot boundaries
- 25. Plot boundaries
- 26. Plot boundaries
- 27. Plot boundaries
- 28. Plot boundaries
- 29. Plot boundaries
- 30. Plot boundaries
- 31. Plot boundaries
- 32. Plot boundaries
- 33. Plot boundaries
- 34. Plot boundaries
- 35. Plot boundaries
- 36. Plot boundaries
- 37. Plot boundaries
- 38. Plot boundaries
- 39. Plot boundaries
- 40. Plot boundaries
- 41. Plot boundaries
- 42. Plot boundaries
- 43. Plot boundaries
- 44. Plot boundaries
- 45. Plot boundaries
- 46. Plot boundaries
- 47. Plot boundaries
- 48. Plot boundaries
- 49. Plot boundaries
- 50. Plot boundaries
- 51. Plot boundaries
- 52. Plot boundaries
- 53. Plot boundaries
- 54. Plot boundaries
- 55. Plot boundaries
- 56. Plot boundaries
- 57. Plot boundaries
- 58. Plot boundaries
- 59. Plot boundaries
- 60. Plot boundaries
- 61. Plot boundaries
- 62. Plot boundaries
- 63. Plot boundaries
- 64. Plot boundaries
- 65. Plot boundaries
- 66. Plot boundaries
- 67. Plot boundaries
- 68. Plot boundaries
- 69. Plot boundaries
- 70. Plot boundaries
- 71. Plot boundaries
- 72. Plot boundaries
- 73. Plot boundaries
- 74. Plot boundaries
- 75. Plot boundaries
- 76. Plot boundaries
- 77. Plot boundaries
- 78. Plot boundaries
- 79. Plot boundaries
- 80. Plot boundaries
- 81. Plot boundaries
- 82. Plot boundaries
- 83. Plot boundaries
- 84. Plot boundaries
- 85. Plot boundaries
- 86. Plot boundaries
- 87. Plot boundaries
- 88. Plot boundaries
- 89. Plot boundaries
- 90. Plot boundaries
- 91. Plot boundaries
- 92. Plot boundaries
- 93. Plot boundaries
- 94. Plot boundaries
- 95. Plot boundaries
- 96. Plot boundaries
- 97. Plot boundaries
- 98. Plot boundaries
- 99. Plot boundaries
- 100. Plot boundaries

NOT FOR CONSTRUCTION



PROPOSED SITE PLAN - FEASIBILITY.

Polheim Architects

WILD DRCHD
PROPOSED SITE PLAN
2001UP 102
1:200 0.01
DW
20.01.20

ANNEX

THE PLAN

Signed as a deed by

JOHAL DAIRIES HOLDING CO LIMITED

acting by a director

in the presence of:



SIGNATURE OF WITNESS

NAME OF WITNESS

ADDRESS AND OCCUPATION
OF WITNESS

