#### BETWEEN

# THE COUNCIL OF THE BOROUGH OF BROXBOURNE

and

and and

THE GOFFS OAK GOSPEL TRUST

## AGREEMENT

Re: Section 106 Agreement - Land at and known as Former Theobalds Nursery Newgatestreet Road Cheshunt Hertfordshire

Head of Legal Services
Borough Offices
Bishops College
Churchgate
Cheshunt
Herts
EN8 9XQ

Ref: DAM/10/3/13/126

Tel: 0992 31921

Fax: 0992 39391

THIS AGREEMENT is made the Lim day of June.

One thousand nine hundred and ninety one BETWEEN THE

COUNCIL OF THE BOROUGH OF BROXBOURNE of Borough Offices Bishops'

College Churchgate Cheshunt in the County of Hertford of the

first part and

both of

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aforesaid of

the second part and THE GOFFS OAK GOSPEL TRUST acting by

# DEFINITIONS

(1) Wherever the context so permits the following words and phrases shall have the meanings herein attributed to them:-

"The Council"

The Council of the Borough of Broxbourne

and its successors in title

"The Owners"

"The Trust"

THE GOFFS OAK GOSPEL TRUST

"The Trustees"

"The Land"

Land situate at and known as former
Theobalds Nursery Newgatestreet Road
Cheshunt in the County aforesaid all of
which land is shown edged red on the plan
appended hereto

"The Application"

The planning application made by or on behalf of the Trust and dated 4th December 1990 bearing the Local Authority reference number 7/910-90

"The Development" The erection of a single storey religious

meeting room with associated car parking

facilities

"The Planning Permission" The permission to be granted by way of approval of the planning application

(2) Where the context so admits -:-

(a) words of the masculine gender anall incorporate the feminine gender and words of the singular shall include the plural and vice versa

(b) the reference herein to any statute or section of a statute includes any statutory re-enactment or modification thereof

#### WHEREAS:-

- (1) The Council are the appropriate Local Planning Authority for the purposes of The Town and Country Planning Act 1990 and a Principal Council for the purpose of Section 33 Local Government (Miscellaneous Provisions) Act 1982 in respect of the area which includes the Land
- (2) The Owners are the Registered proprietors with Title
  Absolute of the Land registered at H.M. Land Registry under Title
  Number HD5311
- (3) The Trust has submitted to the Council the Planning
  Application seeking the Planning Permission for the Development
- (4) The Council is a local authority for the purpose of Section lll of the Local Government Act 1972 and is satisfied that the arrangements made in this Agreement will facilitate be conducive to and be incidental to the Council's functions
- (5) The Council the Owners and the Trust are desirous of entering into an agreement for the purpose of permanently

restricting or regulating the development or use of the Land and to secure the carrying out of works on the said Land and to facilitate the development of the said Land in the terms of The Application which all parties consider necessary and expedient in view of the contents of the Approved Hertfordshire Structure Plan and the Broxbourne District Plan so far as they refer to policies and objectives relevant to this development

- (6) The Council has indicated its willingness to grant the Trust conditional planning permission in response to The Application provided that the Trust and the Owners first enter into a binding agreement with the Council pursuant to inter alia Section 106 of the Town and County Planning Act 1990 and Section 33 Local Government (Miscellaneous Provisions) Act 1982 for the purpose of permanently restricting or regulating the development of the Land as referred to above
- (7) The Trust and the Owners hereby warrant that they have obtained all necessary permissions and consents required from any mortgagee covenantee or other person to them entering into this Agreement

NOW THIS DEED WITNESSETH as follows:-

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- 1. THIS AGREEMENT is made pursuant to
  - (a) Section 106 of the Town and Country Planning Act 1990
  - (b) Section 33 Local Government (Miscellaneous Provisions)
    Act 1982
- (c) Section 111 of the Local Government Act 1972 and both the positive and restrictive covenants and undertakings herein on the part of the Owners and the Trust are entered into with the intent that the same shall be enforceable without limit of time not only against the Owners and the Trust but also

claiming through or under the Owners to the Land or any part thereof as if that person had also been an original covenanting party in respect of the interest for the time being held by him THE Owners and the Trust covenant and undertake for themselves and their successors in title with the Council pursuant to Section 33 of the Local Government (Miscellanous Provisions) Act 1982 and pursuant to any or all of the other statutory powers referred to in Clause 1 hereof so far as is appropriate to the intent that this covenant and undertaking and the obligations hereunder shall be enforceable without any limit of time not only against the Owners and the Trust but also against the successors in title of the Owners and any person claiming through or under the Owners an interest or estate in the Land or any part thereof as if that person had also been an original covenanting party in respect of the interest or estate for the time being vested in him so far as is hereinafter mentioned in this covenant and any person deriving title under the Owners in respect of any lesser interest in the land or any part thereof with the intent that the Owners and the Trust shall within the relevant times specified in the sub-clauses below and at all times hereafter OBSERVE AND PERFORM the stipulations and restrictions in relation to the Land namely that:

against the successors in title of the Owners and any person

- (a) The Trust shall provide a 1.8m wide footway link to adoptable standards from the site entrance to the existing footway shown coloured green on the plan appended hereto
- (b) The Trust shall ensure that the hedges of the adjoining footpath shown coloured yellow on the plan appended hereto being part of footpath number 25 on the Hertfordshire County

- Council Definitive Public Rights of Way Map shall be kept cut back and trimmed to provide reasonable free passage
- (c) The Trust shall erect a signpost indicating the public right of way at point A on the plan appended hereto
- (d) The religious meeting room to be erected shall only be used as a meeting room for the Brethren movement
- (e) There shall be no further development other than that provided by the Planning Permission on the land

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- 3. IN CONSIDERATION of the Covenants on the part of the Owners and the Trust hereinbefore contained the Council undertake following the execution of this Agreement to issue formal planning permission in response to The Application subject to the planning conditions specified and contained in the Schedule hereto
- 4. The provisions of this Agreement shall become binding upon the Owners and the Trust upon the granting by the Council of the Planning Permission in response to The Application and shall be implemented before completion of the works authorised by the planning permission
- 5. Nothing in this Agreement shall be construed as restricting the exercise by the Council of any powers exercisable by it under the Town and Country Planning Act 1990 or under any other Act PROVIDED ALWAYS that this Agreement shall remain in full force and effect notwithstanding the terms and conditions of any planning permission which may be or has been at any time issued by the Council or any other appropriate person or Authority pursuant to the provisions of The Town and Country Planning Act 1971 as amended the Town and Country Planning Act 1990 or any statutory amendment or re-enactment thereof

- 6. The terms and conditions of this Deed shall be capable of being varied by a supplemental Agreement executed by the parties hereto or by a memorandum in writing executed by or on behalf of the parties hereto and endorsed hereon
- 7. No waiver whether express or implied by the Council of any breach or default by the Owners or the Trust in performing or observing any of the terms or conditions of this Agreement shall constitute a continuing waiver and no such waiver shall prevent the Council from enforcing any of the said terms or conditions or from acting upon any subsequent breach or default in respect thereof by the Owners
- 8. THE OWNERS the Trust and the Council HEREBY MAKE APPLICATION to the appropriate Registrar of Local Land Charges for registration of this Agreement pursuant to the provisions of the Local Land Charges Act 1975 and to the Chief Land Registrar H.M. Land Registry for the appropriate entries in respect of this Agreement to be entered against Title Number HD5311
- 9. Any Notice to the parties hereto under this Agreement shall be deemed to be sufficiently served if delivered personally or sent by recorded delivery service to the following officials/persons at the respective addresses hereinafter specified:-



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10. The Owners and the Trust hereby undertake to pay a reasonable sum by way of the Council's legal costs in connection with the preparation and execution of this deed and the duplicate thereof in the sum of TWO HUNDRED AND FIFTY POUNDS (£250.00)

IN WITNESS whereof the Council has caused its Common Seal to be hereunto affixed and the Owners and the Trustees have set their hands to this deed the day and year first before written

THE SCHEDULE (hereinbefore referred to)

1. The development to which this permission relates shall be begun within a period of 5 years commencing on the date of this notice.

Reason - To comply with the requirements of Section 91 of the Town and Country Planning Act 1990.

- 2. The development hereby permitted shall be carried out and completed in accordance with the proposals contained in the application and any plan or drawing submitted therewith, unless the Local Planning Authority otherwise agrees in writing.

  Reason To ensure the development is carried out as permitted.
- 3. That details/samples of all external facing and roofing materials shall be submitted to and approved by the Local

Planning Authority before any part of the development commences.

Reason - To secure a satisfactory external apearance.

- 4. That details/samples of all surfacing materials to be used shall be submitted to and approved by the Local Planning Authority before any part of the development commences.

  Reason To secure a satisfactory appearance.
- 5. That details of all screen and boundary walls, fences and any other means of enclosure shall be submitted to and approved by the Local Planning Authority before any part of the development hereby approved is commenced; such approved means of enclosure to be erected to the satisfaction of the Local Planning Authority before any of the building(s) hereby approved is/are occupied and retained thereafter to the satisfaction of the Local Planning Authority unless the Local Planning Authority otherwise agrees in writing.

Reason - To ensure that the proposed development does not adversely affect the privacy and visual amenities at present enjoyed by the occupiers of the adjoining and nearby properties.

6. That plans of the site showing the existing and proposed ground levels and levels of thresholds of all proposed buildings shall be submitted to and approved by the Local Planning Authority before any part of the development hereby permitted is commenced.

Reason - To ensure that the work is carried out at suitable levels in relation to adjoining properties and highways, having regard to amenity, access, highway and drainage requirements.

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7. That no further windows, doors or openings of any kind shall be inserted in the flank elevations of the development hereby permitted, unless the Local Planning Authority otherwise agrees in writing.

Reason - To safeguard the privacy of occupiers of the adjoining properties.

8. The premises shall be used for a religious meeting room only and for no other purpose including any other purpose in Class Dl of the Town and Country Planning (Use Classes) Order, 1987, or in any provision equivalent to that Class in any statutory instrument revoking and re-enacting that Order.

Reason - 1) To enable the Local Planning Authority to retain control over the use.

- 2) To protect the amenities of nearby properties.
- 3) To ensure adequate off-street parking provision.

9. The land indicated on the drawings for the parking and turning of vehicles shall not be used for any other purpose, and shall be kept available for these purposes to the satisfaction of the Local Planning Authority unless the Local Planning Authority otherwise agrees in writing.

Reason - To ensure adequate provision of off-street parking and turning space, in the interests of road safety and the appearance and character of the area.

10. Sight lines of  $2.4m \times 90m$  shall be provided each side of the access within which there shall be no obstruction to visibility above a height of 600mm above carriageway level.

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Reason - To provide visibility for vehicles entering and leaving the site.

11. Any gates provided shall be sited a minimum of 15m metres back from the edge of the footway/carriageway and shall be hung to open inwards only.

<u>Reason</u> - So that a vehicle may wait clear of the footway/carriageway while the gates are opened or closed.

12. The development hereby permitted shall not be occupied until the existing vehicular access from Newgatestreet Road is permanently stopped up, kerb raised and footway reinstated to the satisfaction of the Local Planning Authority.

Reason - In the interest of road safety.

13. A landscaping scheme comprising a plan and specification shall be submitted to and approved by the Local Planning Authority prior to the commencement of any demolition/construction work on the site. It shall be carried out and implemented within 1 year of the commencement of the development or such longer period as may be agreed in writing by the Local Planning Authority.

Reason - To enhance the general appearance of the development.

14. The landscaping scheme submitted in compliance with Condition 13 above shall comprise a contoured plan to a minimum scale of 1:500 showing the existing features to be retained, new features proposed and the treatment thereof and a specification, unless otherwise agreed in writing by the Local Planning

Authority. The features to be shown on the plan shall include:-

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(i) All existing trees (including details of their trunk position, spread and species), shrubs, hedges, grass areas and whether these are to be retained, or removed.

(ii) Proposed planting of trees, shrubs, hedges, grass areas showing the species, size of plants, planting distances/densities, and the number of plans to be used. (iii) Details showing the location/depth and extent of any proposed underground works services within the spread of existing trees.

(iv) Any alterations in ground level around existing trees, shrubs or hedges.

The landscaping specification shall provide details of clearance works, ground preparation, planting and maintenance techniques.

Reason - To enhance the general appearance of the development.

15. In the event of death or destruction of any tree shrub or hedge to which condition 13 above relates, within 5 years of first occupation, due to falling, cutting down, uprooting or in any other manner, then unless the Local Planning Authority have dispensed in writing with this requirement there shall be replanted in its place, within such period and of such size and species as shall have been approved by the Local Planning Authority, another tree, shrub or hedge.

Reason - To enhance the general appearance of the development.

16. Unless and until a landscaping scheme has been approved by the Local Planning Authority pursuant to Condition 13 above no tree shall be lopped, topped, felled or otherwise interfered with and no hedge removed.

Reason - To protect the existing trees and hedges.

17. All trees and hedges within the site to be retained shall be protected by lm high fences for the duration of the building works at a distance equivalent to not less than the crown spread from the trunk, or such other distance/means as may be agreed in writing by the Local Planning Authority. No materials or plant shall be stored, rubbish dumped, fires lit or buildings erected within this fence and no changes in ground level may be made within the spread of the tree or hedge without the prior agreement in writing of the Local Planning Authority.

The Common Seal of
THE COUNCIL OF THE
BOROUGH OF BROXBOURNE
was hereunto affixed
in the presence of:

Chief Executive Office

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Ref: DAM/10/3/13/126

Tel: 0992 31921

Fax: 0992 39391

106 AAD (1)

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the Owners and any person claiming through or under the Owners to the Land or any part thereof as if that person had also been an original covenanting party in respect of the interest for the time being held by him

- THE Owners covenant and undertake for themselves and their 2. successors in title with the Council pursuant to Section 33 of the Local Government (Miscellanous Provisions) Act 1982 and pursuant to any or all of the other statutory powers referred to in Clause 1 hereof so far as is appropriate to the intent that this covenant and undertaking and the obligations hereunder shall be enforceable without any limit of time not only against the Owners but also against the successors in title of the Owners and any person claiming through or under the Owners an interest or estate in the Land or any part thereof as if that person had also been an original covenanting party in respect of the interest or estate for the time being vested in him so far as is hereinafter mentioned in this covenant and any person deriving title under the Owners in respect of any lesser interest in the land or any part thereof with the intent that the Owners shall within the relevant times specified in the sub-clauses below and at all times hereafter OBSERVE AND PERFORM the stipulations and restrictions in relation to the Land namely that:
- (a) The Trust shall provide a 2m wide footway link to adoptable standards from the site entrance to the existing footway shown coloured green on the plan appended hereto
- (b) The Trust shall clear and maintain the adjoining footpath shown coloured yellow on the plan appended hereto being part of footpath number 25 on the Hertfordshire County Council Definitive Public Rights of Way Map

- (c) The Trust shall erect and maintain a signpost indicating the public right of way at point A on the plan appended hereto
- (d) The religious meeting room to be erected shall only be used as a meeting room for the Brethren movement
- (e) There shall be no further development other than that provided by the Planning Permission on the land
- 3. IN CONSIDERATION of the Covenants on the part of the Owners hereinbefore contained the Council undertake following the execution of this Agreement to issue formal planning permission in response to The Application subject to the planning conditions specified and contained in the Schedule hereto
- 4. The provisions of this Agreement shall become binding upon the Owners upon the granting by the Council of the Planning Permission in response to The Application
- 5. Nothing in this Agreement shall be construed as restricting the exercise by the Council of any powers exercisable by it under the Town and Country Planning Act 1990 or under any other Act PROVIDED ALWAYS that this Agreement shall remain in full force and effect notwithstanding the terms and conditions of any planning permission which may be or has been at any time issued by the Council or any other appropriate person or Authority pursuant to the provisions of The Town and Country Planning Act 1971 as amended the Town and Country Planning Act 1990 or any statutory amendment or re-enactment thereof
- 6. The terms and conditions of this Deed shall be capable of being varied by a supplemental Agreement executed by the parties hereto or by a memorandum in writing executed by or on behalf of the parties hereto and endorsed hereon
- 7. No waiver whether express or implied by the Council of any

breach or default by the Owners in performing or observing any of the terms or conditions of this Agreement shall constitute a continuing waiver and no such waiver shall prevent the Council from enforcing any of the said terms or conditions or from acting upon any subsequent breach or default in respect thereof by the Owners

- 8. THE OWNERS the Trust and the Council HEREBY MAKE APPLICATION to the appropriate Registrar of Local Land Charges for registration of this Agreement pursuant to the provisions of the Local Land Charges Act 1975 and to the Chief Land Registrar H.M. Land Registry for the appropriate entries in respect of this Agreement to be entered against Title Number HD5311
- 9. Any Notice to the parties hereto under this Agreement shall be deemed to be sufficiently served if delivered personally or sent by recorded delivery service to the following officials/persons at the respective addresses hereinafter specified:-



10. The Owners and the Trust hereby undertake to pay a reasonable sum by way of the Council's legal costs in connection with the preparation and execution of this deed and the duplicate thereof in the sum of TWO HUNDRED AND FIFTY POUNDS (£250.00)

IN WITNESS whereof the Council has caused its Common Seal to be hereunto affixed and the Owners and the Trustees have set their hands to this deed the day and year first before written

THE SCHEDULE (hereinbefore referred to)

1. The development to which this permission relates shall be begun within a period of 5 years commencing on the date of this notice.

Reason - To comply with the requirements of Section 91 of the Town and Country Planning Act 1990.

- 2. The development hereby permitted shall be carried out and completed in accordance with the proposals contained in the application and any plan or drawing submitted therewith, unless the Local Planning Authority otherwise agrees in writing.

  Reason To ensure the development is carried out as permitted.
- 3. That details/samples of all external facing and roofing materials shall be submitted to and approved by the Local Planning Authority before any part of the development commences.

  Reason To secure a satisfactory external apearance.
- 4. That details/samples of all surfacing materials to be used shall be submitted to and approved by the Local Planning Authority before any part of the development commences.

Reason - To secure a satisfactory appearance.

5. That details of all screen and boundary walls, fences and any other means of enclosure shall be submitted to and approved by the Local Planning Authority before any part of the development hereby approved is commenced; such approved means of enclosure to be erected to the satisfaction of the Local Planning Authority before any of the building(s) hereby approved is/are occupied and retained thereafter to the satisfaction of the Local Planning Authority unless the Local Planning Authority otherwise agrees in writing.

Reason - To ensure that the proposed development does not adversely affect the privacy and visual amenities at present enjoyed by the occupiers of the adjoining and nearby properties.

6. That plans of the site showing the existing and proposed ground levels and levels of thresholds of all proposed buildings shall be submitted to and approved by the Local Planning Authority before any part of the development hereby permitted is commenced.

Reason - To ensure that the work is carried out at suitable levels in relation to adjoining properties and highways, having regard to amenity, access, highway and drainage requirements.

7. That no further windows, doors or openings of any kind shall be inserted in the flank elevations of the development hereby permitted, unless the Local Planning Authority otherwise agrees in writing.

<u>Reason</u> - To safeguard the privacy of occupiers of the adjoining properties.

8. The premises shall be used for a religious meeting room only and for no other purpose including any other purpose in Class Dl of the Town and Country Planning (Use Classes) Order, 1987, or in any provision equivalent to that Class in any statutory instrument revoking and re-enacting that Order.

Reason - 1) To enable the Local Planning Authority to retain control over the use.

- 2) To protect the amenities of nearby properties.
- 3) To ensure adequate off-street parking provision.
- 9. The land indicated on the drawings for the parking and turning of vehicles shall not be used for any other purpose, and shall be kept available for these purposes to the satisfaction of the Local Planning Authority unless the Local Planning Authority otherwise agrees in writing.

Reason - To ensure adequate provision of off-street parking and turning space, in the interests of road safety and the appearance and character of the area.

10. Sight lines of 2.4m x 90m shall be provided each side of the access within which there shall be no obstruction to visibility above a height of 600mm above carriageway level.

Reason - To provide visibility for vehicles entering and leaving the site.

11. Any gates provided shall be sited a minimum of 15m metres back from the edge of the footway/carriageway and shall be hung to open inwards only.

Reason - So that a vehicle may wait clear of the footway/carriageway while the gates are opened or closed.

- 12. The development hereby permitted shall not be occupied until the existing vehicular access from Negatestreet Road is permanently stopped up, kerb raised and footway reinstated to the satisfaction of the Local Planning Authority.

  Reason In the interest of road safety.
- 13. A landscaping scheme comprising a plan and specification shall be submitted to and approved by the Local Planning Authority prior to the commencement of any demolition/construction work on the site. It shall be carried out and implemented within 1 year of the commencement of the development or such longer period as may be agreed in writing by the Local Planning Authority.

Reason - To enhance the general appearance of the development.

- 14. The landscaping scheme submitted in compliance with Condition 13 above shall comprise a contoured plan to a minimum scale of 1:500 showing the existing features to be retained, new features proposed and the treatment thereof and a specification, unless otherwise agreed in writing by the Local Planning Authority. The features to be shown on the plan shall include:-
- (i) All existing trees (including details of their trunk position, spread and species), shrubs, hedges, grass areas and whether these are to be retained, or removed.
- (ii) Proposed planting of trees, shrubs, hedges, grass areas

showing the species, size of plants, planting distances/densities, and the number of plans to be used.

(iii) Details showing the location/depth and extent of any proposed underground works services within the spread of existing trees.

- (iv) Any alterations in ground level around existing trees, shrubs or hedges.
- (v) The location and height of all earthworks, embankments and walls and the materials to be used.
- (vi) Watercourses.

The landscaping specification shall provide details of clearance works, ground preparation, planting and maintenance techniques.

Reason - To enhance the general appearance of the development.

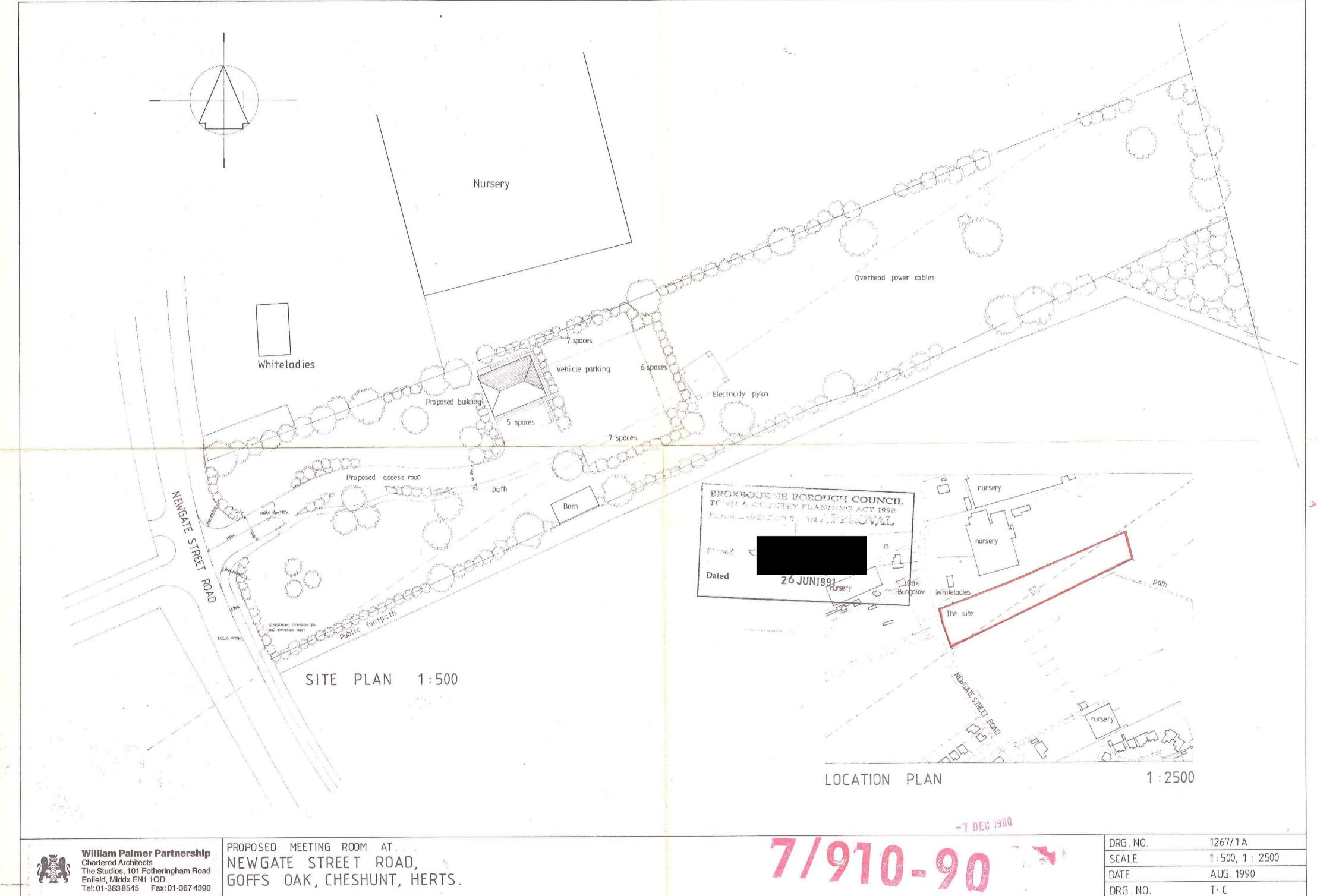
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Reason - To protect the existing trees and hedges.

17. All trees and hedges within the site to be retained shall be protected by lm high fences for the duration of the building works at a distance equivalent to not less than the crown spread from the trunk, or such other distance/means as may be agreed in writing by the Local Planning Authority. No materials or plant shall be stored, rubbish dumped, fires lit or buildings erected within this fence and no changes in ground level may be made within the spread of the tree or hedge without the prior

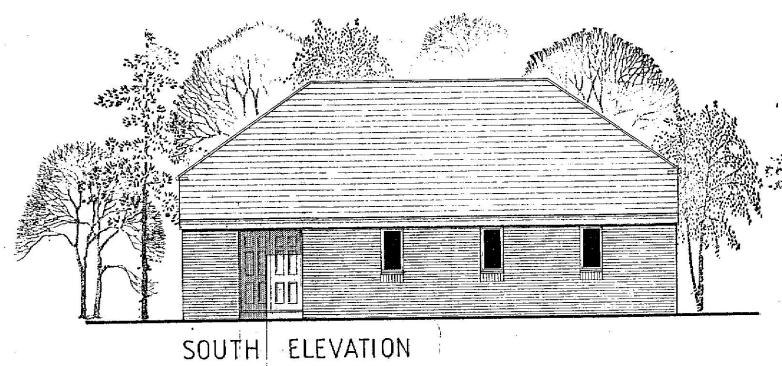
agreement in writing of the Local Planning Authority.

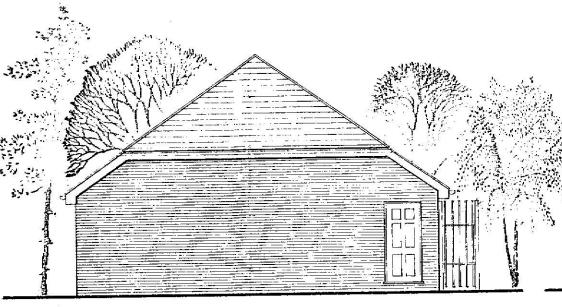
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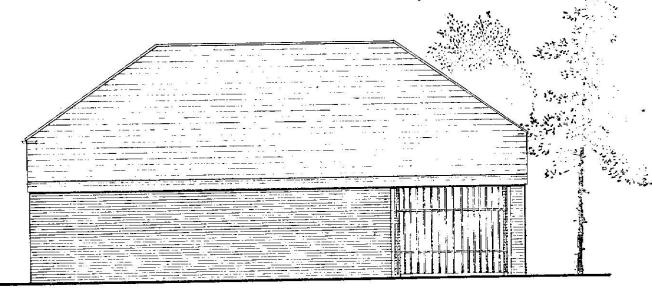


GOFFS OAK, CHESHUNT, HERTS.

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9000	DRG. NO.	1267/1A
ű.	SCALE	1:500, 1: 2500
	DATE	AUG. 1990
	DRG. NO.	T· C







EAST ELEVATION

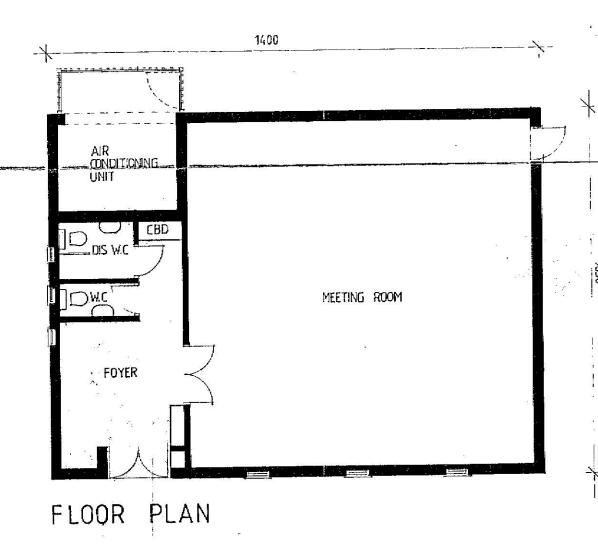
NORTH ELEVATION

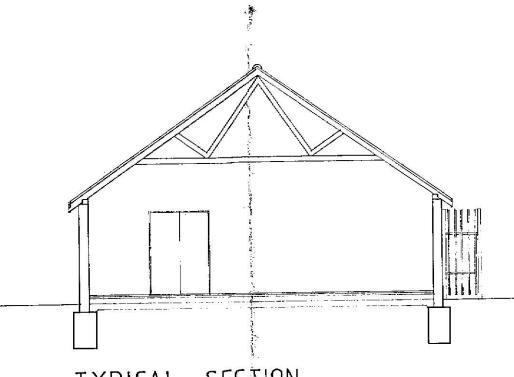
# SCHEDULE OF FINISHES

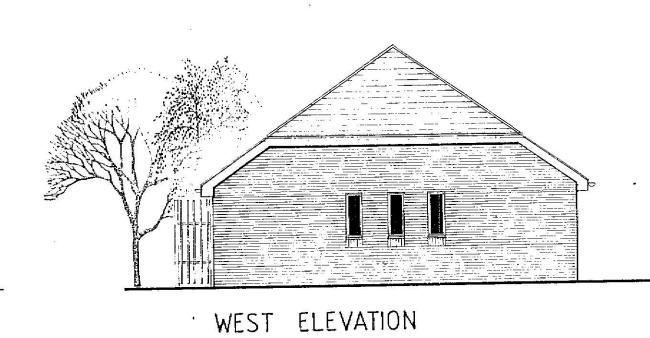
ROOF Dark grey synthetic states.

WALLS Multi-red facing bricks.

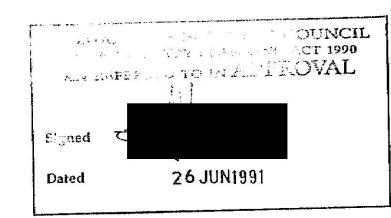
JOINERY Dark brown wood stain finish.







TYPICAL SECTION



**E7** DEC 1990

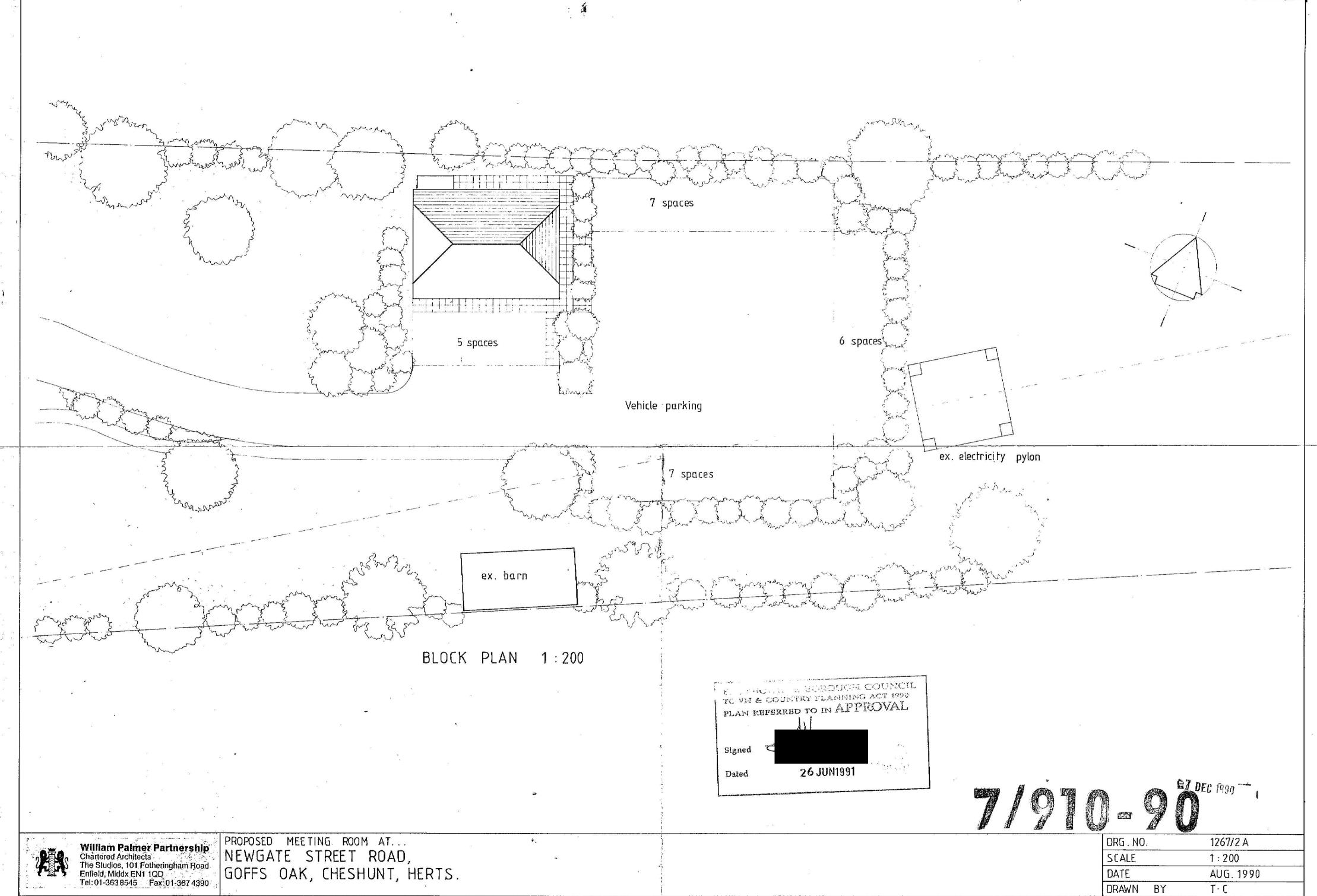
7/910-90

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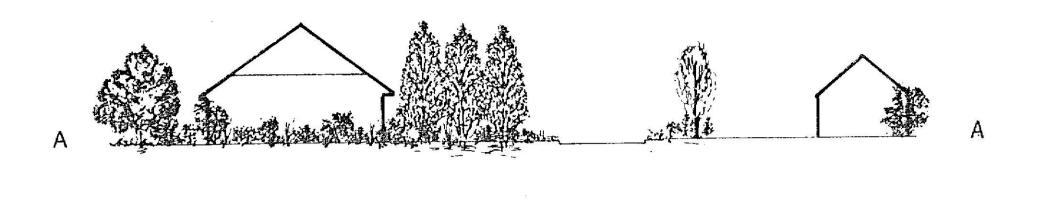
William Palmer Partnership Chartered Architects The Studios, 101 Fotheringham Road Enfield, Middx EN1 1QD Tel: 01-363 8545 Fax: 01-367 4390

PROPOSED MEETING ROOM AT...
NEWGATE STREET ROAD,
GOFFS OAK, CHESHUNT, HERTS.

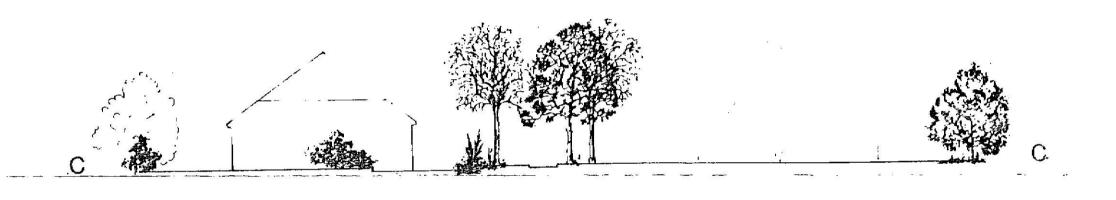
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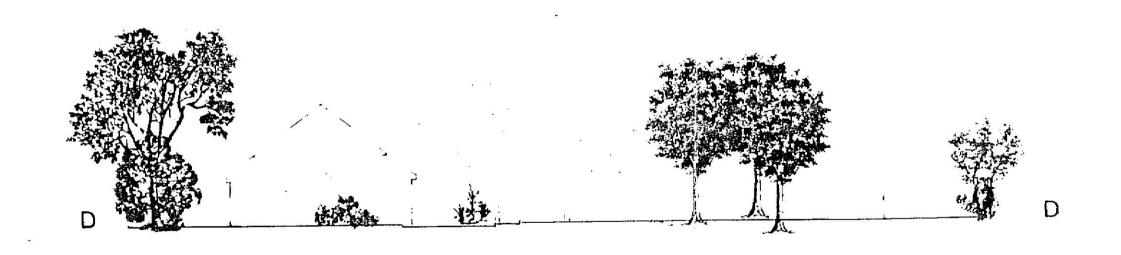


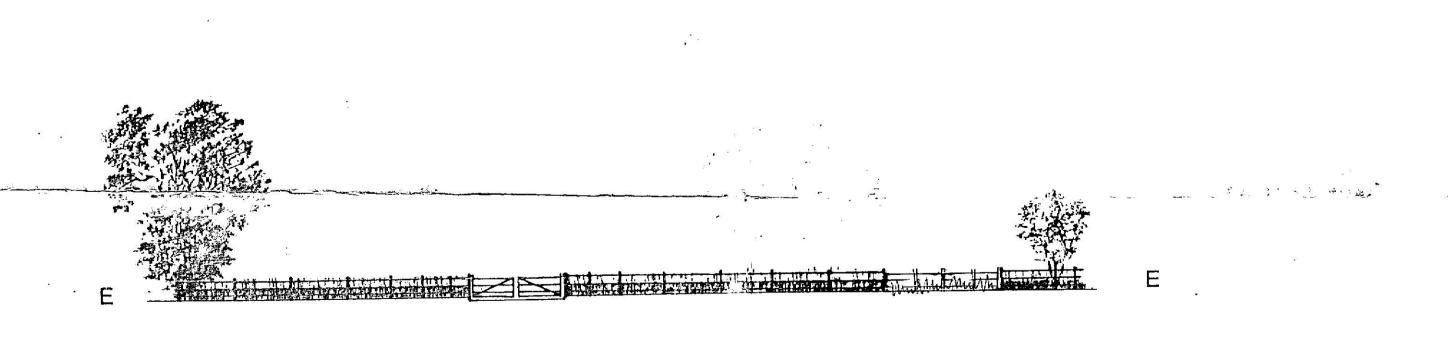
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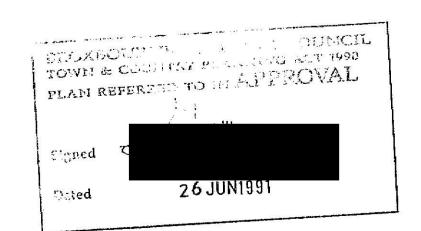












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PLAN OF PROPOSED NEWGATE STREET LANE HERTFORDSHIRE DRAWING NO 2115 S C A L E 1 - 2 0 0

# Landscape Designers and Contractors

LITTLEHAMPTON ROAD, ferring, worthing, SUSSEX BN12 6PG Telephone (0903) 45441

