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INLAND REVENUE
14 AUG 1989
PRODUCED
FINANCE ACT 1971

£424
L/w
14



THIS LEASE is made the *Seventh* day of *July* One thousand nine hundred and eighty nine BETWEEN WEST DORSET DISTRICT COUNCIL of the Council Offices 50 High West Street Dorchester Dorset (hereinafter called "the Council") of the first part and R J MCINTYRE (CONTRACTING) LIMITED whose Registered Office is situate at Grove House Miller Close Dorchester aforesaid (hereinafter called "the Company") of the second part and RUPERT JOHN ANDREW and JOANNA MARIA JEE of Butt Cottage Plush Dorchester Dorset (hereinafter called "the Lessees") of the third part

WHEREAS the Council is seised in fee simple absolute in possession inter alia the plot of land known as Plot 12 on the estate situate at Piddlehinton in the County of Dorset subject as herein mentioned but otherwise free from incumbrances and is granting this lease at the request of the Lessee pursuant to the provisions of Part 11 of the Housing Act 1985

NOW THIS DEED WITNESSETH as follows:-

- 1.(1) In this Lease save as otherwise stated or unless the context otherwise requires the following words or phrases shall have the following meanings:-
- (i) "The Council" shall mean the West Dorset District Council and any person for the time being entitled to the reversion immediately expectant upon the determination of the term hereby granted.
- (ii) "The Lessee" shall (except as otherwise expressly

We hereby certify this to be a true
copy of the original
12.11
HUMPHRIES KIRK

provided) include any successor in title of his

(iii) "Person" includes a company corporation or other body legally capable of holding land

(iv) "The Term" means the term hereby created

(v) "The 1985 Act" means the Housing Act 1985 (as amended by the Housing and Planning Act 1986)

(vi) "The Premises" means all that property situate and known as Plot 12 London Close Piddlehinton which property is shown for the purpose of identification only edged red on the attached plan and includes the Landlord's fixtures and fittings therein.

(vii) "Initial Market Value" shall mean the sum of £46,900.00

(viii) "Initial Share" means the share in the Premises acquired by the Lessee on the grant of this Lease which share for the purpose Lease is seventy five per cent

(ix) "The Initial Contribution" means the sum of £35,175.00 paid by the Lessee as the consideration for the grant of this Lease

(x) "Rent" means the sum of £260.00 per annum or such other sum as may become payable pursuant to the provisions of the Third Schedule hereto but such that notwithstanding the provisions of the Third Schedule hereto the minimum rent shall be £11 per annum

352
302

- (2) Expressions relating to the calculation of the Rent are defined in the Third Schedule hereto
- (3) Expressions relating to the acquisition by the Lessee of an Additional Share are defined in the Fourth Schedule hereto
- (4) "Lessee's Total Share" shall mean at the relevant time the sum of the initial share and any additional share or shares acquired by the Lessee in accordance with the provisions of Clause 2 and the Fourth Schedule hereto
- (5).(i) If two or more persons constitute the Lessee then their liability for and under the Lessee's covenants herein contained shall be joint and several and the persons constituting the Lessee hereby declare that they are beneficial joint tenants and that the trustees for sale for the time being of this Deed shall have all the powers of an Absolute Owner
- 5.(ii) Words importing the masculine gender include the feminine gender and words importing the singular number include the plural number and vice versa
2. In consideration of the Initial Contribution of which the sum of £26,400.00 has been paid by direction of the Council to the Company and the sum of £8,775.00 to the Council the receipt of which both sums are hereby respectively acknowledged and in consideration also of the Rent and of the Lessee's Covenants hereinafter reserved and

contained The Council HEREBY DEMISES the Premises to the Lessee TOGETHER WITH the easements rights and privileges mentioned in the First Schedule hereto subject as therein mentioned AND TOGETHER WITH the right to acquire Additional Shares as detailed in the Fourth Schedule hereto in accordance with the provisions and conditions therein mentioned but excepting and reserving the rights set out in the Second Schedule hereto TO HOLD the premises unto the Lessee from the 1st day of June 1989 for the term of one hundred and twenty five years YIELDING AND PAYING therefore the rent or any variation thereof calculated in accordance with the provisions of the Third Schedule by such equal instalments and at such times as the Council may from time to time determine in writing

3. The Lessee HEREBY COVENANTS with the Council as follows:-

- (1) To pay the Rent and all other monies payable hereunder at the timeBand in the manner mentioned
- (2) To pay and discharge all existing and future rates taxes assessments and outgoings whatsoever now or at any time during the term payable in respect of the Premises or any part thereof or by the owner or occupier thereof and in the event of any rates taxes assessments charges impositions and outgoings being assessed charged or imposed in respect of any property of which the Premises forms part to pay the proper proportion of such rates taxes assessments charges impositions and outgoings attributable to the Premises

(3) From time to time and at all times during the term to keep the whole of the Premises well and substantially repaired maintained and decorated

(4) That the Lessee will at all times during the Term (unless such insurance shall be vitiated by any act of default of the Lessee) keep the Premises insured against loss or damage by fire and such other risks as the Council may from time to time reasonably determine or the Lessee or any mortgagee may reasonably determine or the Lessee or any mortgagee may reasonably be required in some insurance office of repute to its full reinstatement value (including all professional fees in connection with any reinstatement and two years loss of rent) and whenever required will produce to the Lessee the insurance policy and the receipt for the last premium for the same and will in the event of the premises being damaged or destroyed by fire or other risks covered by such insurance as soon as reasonably practicable make a claim towards the repair rebuilding or reinstatement of the same

(5) Not without the prior written consent of the Council as landlord such consent not to be unreasonably withheld to cause suffer or permit any alterations or additions to the structure of the Premises nor to erect any new buildings thereon or remove any of the Landlord's fixtures and fittings therefrom

(6) Upon receipt of any Notice Order Direction or other thing from any competent authority affecting or likely to

affect the Premises or any part thereof whether the same shall be served directly on the Lessee or the original or a copy thereof be received from any or any other person whatsoever forthwith so far as such Notice Order Direction or other thing or the Act Regulations or other instrument under or by virtue of which it is issued or the provisions hereof require him so to do to comply therewith at his own expense and forthwith deliver to the Council a true copy of such Notice Order Direction or other thing

(7) To pay all costs charges and expenses (including Solicitor's costs and Surveyor's fees) incur[Bd by the Council in respect of any breach of covenant by the Lessee hereunder and in particular but without prejudice to the generality of this sub-clause all such costs charges and expenses incurred for the purpose of or incidental to the preparation and service of a Notice under Section 146 of Section 147 of the Law of Property Act 1925 notwithstanding forfeiture may be avoided otherwise than by relief granted by the Court

(8) To obtain all licenses permissions and consent and execute and do all works and things and bear and pay all expenses required or imposed by any existing or future legislation in respect of any works carried out by the Lessee on the Premises or any part thereof or in respect of any user thereof during the Term

(9) To permit the Council and its duly authorised Surveyors or Agents with or without workmen and others upon giving

seven days previous notice in writing at all reasonable times (save in case of emergency) to enter into and upon the Premises or any part thereof for the purpose of viewing and examining the state and condition thereof and to make good all defects decays and wants of repair maintenance or decoration of which due notice in writing shall first have been given by the Council to the Lessee and for which the Lessee shall be liable hereunder within three months after the giving of such notice

(10) If the Lessee shall at any time make default in the performance of the covenant herein contained relating to repair maintenance or decoration it shall be lawful for the Council (but without prejudice to the right of re-entry under Clause 5(1) of this Lease) to enter upon the Premises and repair maintain or decorate the same in accordance with the covenant and the expense of such works including Surveyor's fees shall be repaid by the Lessee to the Council on demand

(11) Upon giving seven days previous notice in writing (except in the event of an emergency) at all reasonable times during the Term to permit the Council with or without workmen and others to enter the premises for the purpose of repairing any adjoining or neighbouring property and for the purpose of repairing maintaining and replacing all sewers drains pipes wires cables and gutters party structures or other conveniences belonging to or serving the same PROVIDED ALWAYS that the Council shall make good any damage thereby

caused to the Premises

(12) At the expiration or sooner determination of the Term peaceably to surrender and yield up to the Council the Premises together with all additions thereto and all Landlord's fixtures and fittings (if any) duly repaired maintained and decorated in accordance with the Lessee's covenants hereinbefore contained

(13) Not to assign part only of the Premises nor mortgage or charge (subject to the provisions of sub-clause 14 of this clause) nor under-let or sub-let or part with possession of the whole or any part of the Premises except in accordance with the provisions of sub-clause 15 of this clause relating to assignments

(14) Not to mortgage or charge the Premises without the previous consent in writing of the Council such consent not to be required in the case of a mortgage or charge in favour of an approved lending institution within the meaning of Section 36(4) of the 1985 Act PROVIDED ALWAYS that

a) The Lessee shall not mortgage or charge the Premises without mortgaging or charging (or assigning by way of mortgage or charge) the right to purchase Additional Shares conferred by Clause 2 and the Fourth Schedule at the same time and in favour of the same person

b) The Lessee shall notify the Council in writing of any mortgage or charge in favour of an approved lending institution as aforesaid within one month of effecting the same

(15) Not to assign the whole of the premises without the prior written consent of the Council PROVIDED that such consent shall not be withheld if the disposal is to a person satisfying the condition stated in subsection (3) of Section 37 of the 1985 Act

(16) Within one month of any Assignment Mortgage Charge or Devolution of the Lessee's interest in the Premises as permitted under the terms of this Lease to give notice of it with full details in writing and pay a reasonable fee to the Council for the registration of the notice

(17) Not to use the Premises nor permit the same to be used for any purpose whatsoever other than as a private residence nor for any purpose from which a nuisance can arrive to the owners lessees or occupiers of the property in the neighbourhood

(18) Not to do or permit or suffer to be done any act or thing which may render void or voidable any policy of insurance on the Premises

(19) To do such acts and things as may reasonably be required by the Council to prevent any easement or right belonging to or used with the Premises from being obstructed or lost and not knowingly to allow any encroachment to be made on or easement acquired over the Premises

(20) To observe and perform the covenants contained or referred to in (a) a Conveyance dated 15th day of December 1948 and made between the Provost of the College Royal of the Blessed Mary of Eton nigh or by Windsor more commonly

called The Kings College of Our Blessed Lady of Eton nigh or by Windsor and the SAME COLLEGE of the one part and the Dorchester Rural District Council of the other part and (b) a Conveyance dated the 20th day of November 1952 and made between the Provost of the College Royal of the Blessed Mary of Eton near and to Windsor and the SAME COLLEGE of the one part and Dorchester Rural District Council of the other part and to indemnify the Vendor against all costs claims and demands in respect of any future non performance or non-observance thereof

4. The Council HEREBY COVENANTS with the Lessee as follows:-

(1) That the Lessee paying the rent hereby reserved and performing and observing the covenants and conditions on his part herein contained shall peaceably hold and enjoy the Premises during the term without any interruption by the Council or any person rightfully claiming under or in trust for it [B

(2) That the Council will not during the term sell lease or otherwise dispose of its interest in the Premises to any person if to do so would or might result in the Lessee being precluded from obtaining or requiring a premium upon the Assignment of this Lease

5. PROVIDED ALWAYS and it is hereby agreed as follows:-

(1) If the Rent hereby reserved or any part of it shall be unpaid for 21 days after becoming payable (whether formally demanded or not) or in the case of breach or non-observance

or non-performance of any of the covenants agreements and provisions herein contained and on the part of the Lessee to be performed or observed then and in any such case it shall be lawful for the Council at any time thereafter to re-enter upon the Premises or any part of them in the name of the whole and thereupon this demise shall absolutely determine but without prejudice to any right of action or remedy of the Council in respect of any antecedent breach of any of the Lessee's covenants or the conditions contained in this Lease PROVIDED ALWAYS that without prejudice to the Council's rights hereunder the Council shall give reasonable notice to any mortgagee of the Lease of whom the Council has received proper notice pursuant to Clause 3(15) hereof before commencing any proceedings for forfeiture of this Lease

(2) Notwithstanding anything contained in this Lease the Council shall have power without obtaining any consent from or making any compensation to the Lessee to deal as the Council may think fit with any other buildings or property adjoining or near the Premises and to erect rebuild or heighten on such other land or property any buildings whatsoever whether such building shall or shall not affect or diminish the light or air which may now or at any time during the Term be enjoyed by the Premises

(3) Nothing herein contained shall prejudice or abridge any of the right powers and duties for the time being vested in the Council as Local Authority and all such rights powers

and duties shall in regard to the premises or the Lessee or occupier thereof be enforceable and exercisable by the Council acting in its capacity as Local Authority as fully and freely as if the Council were not the Lessor herein

(4) Any notice under this Lease shall be in writing and may be served on the person on whom it is to be served either personally or by leaving it for him at the Premises (if he be the Lessee) or at his last known place of abode or by sending it by registered post or recorded delivery service to the Premises or such place and in the case of a notice to be served on the Council it may be served in the like manner upon the Chief Executive for the time being of the Council at the Council Offices 58/60 High West Street Dorchester Dorset DT1 1UZ

(5) If the whole or any part of the Premises is destroyed or damaged by fire or any other risks covered by the Lessees insurance so as to be rendered unfit for use then (unless the insurance money is irrecoverable by reason of any act or default of the Lessee) the Rent or a fair proportion of it shall be suspended until the Premises are again fit for use

(6) In the event of the Premises or any part thereof being damaged or destroyed by a risk insured against by the Lessee so that the Premises are rendered unfit for occupation and use and where the rebuilding or reinstatement of the Premises or any part thereof is prevented by a reason beyond the control of the Council or the Lessee then the Lessee shall surrender to the Council this Lease and in

consideration the Lessee shall apply any insurance monies received by it as follows:-

a) Firstly in satisfaction of that amount which had the premises not been damaged or destroyed and this Lease surrendered would had the Premises been let under Part V and not Part 11 of the 1985 Act have been the amount payable to the Council on demand in respect of outstanding shares by virtue of paragraph 6(1) of Schedule 8 of the 1985 Act but reduced by the Value of the site at that time

b) Secondly, to discharge the Lessee's liability to any mortgagee of the Premises who was one of those bodies referred to in Section 36(4) of the 1985 Act at the time that its advance was made and whose charge on the Premises ranks first in priority by virtue of the provisions of Section 36 of the 1985 Act

c) Thirdly, to discharge any charge on the Premises of which the Council has notice in favour of any other mortgagee

PROVIDED ALSO that to the extent that any such insurance monies are insufficient to make all or any of the three payments hereinbefore detailed then the monies shall be applied towards making those payments in the order of priority in which those payments are hereinbefore listed

IN WITNESS whereof the Council and the Company has hereunto caused to be affixed their Common Seals and the Lessee has hereunto set his hand and seal the day and year first before written

THE FIRST SCHEDULE hereinbefore referred to

(rights appurtenant to the property)

1. Full and free right of way at all times and for all usual purposes over the roads and footways constructed on the Estate (Subject to payment in the case of those coloured yellow on the plan (if any) of a fair proportion of the cost of repairing and maintaining the same)
2. The right to the free and uninterrupted passage of water soil gas and electricity and other services from and to the property hereby demised through all such sewers drains watercourses pipes wires cables and meters as now are or shall be before the expiration of the period of eighty years from the First day of January One Thousand Nine Hundred and Eighty Nine (hereinafter called "the perpetuity period" which period shall be the perpetuity period applicable to this Lease) be laid or placed in under or over any part of the Council's Estate or otherwise serving the property hereby demised for the free and uninterrupted passage of surface and foul water drainage water electricity and gas **SUBJECT TO** the persons exercising such right paying a fair proportion of the cost of cleansing maintaining repairing and renewing any part of the same which is not for the time being maintainable at the public expense and any such costs attributable to the property hereby demised pursuant to any lawful resolution assessment and termination of any local or other public or statutory authority shall be deemed to be a fair proportion for the purposes of this paragraph
3. Full and free right of access over the adjoining land or

neighbouring land comprised in the Estate at[Breasonable times in the daytime and on giving reasonable notice to the occupiers of such adjoining land for the purposes of cleansing maintaining repairing and renewing the said sewers drain watercourse pipes wires and cables and such parts of any dwelling fence or wall of the property erected on the land hereby demised as cannot otherwise be so cleansed maintained repaired and renewed doing as little damage as possible in the exercise of such right and making good any damage done

4. All such rights of support from other parts of the Council's Estate as may be requisite to ensure the stability of any buildings which are now erected on the land hereby demised

5. The right to construct (subject to the Council's consent having been first obtained pursuant to paragraph (5) of Clause 3 hereof and otherwise in accordance with that paragraph) subject also to the first proviso hereto a garage (which expression shall include footings eaves a[B fascia board underlying or overhanging the adjoining land forming part of the Estate where necessary) in the position (if any) shown coloured blue on the attached plan in such a way as to be supported by such parts of each adjoining garage as adjoins the boundary of the property hereby demised the persons exercising such right making good all damage caused thereby and thereafter to enjoy in respect of that garage the same rights as if that garage had been erected prior to

the date of this Lease PROVIDED THAT

i) on production of reasonable evidence of the costs which shall have been incurred by the owner of the adjoining land or the persons through whom they derive title thereto in constructing any such adjoining garage the persons exercising this right shall forthwith pay to [Bch owners one-half of the cost of constructing the flank wall of the same but

ii) if at the time when this right is exercised there is no garage adjoining a flank boundary of the land shown coloured blue on the attached plan (if any) the persons exercising this right shall have the right to enter on to the adjoining land included in the said Estate to construct the flank wall of their garage as a party wall along each such boundary at their cost (but without prejudice to any right arising subsequently to be paid one-half of such cost by the adjoining owner)

THE SECOND SCHEDULE hereinbefore referred to
Exceptions and reservations to which the property is subject
There are excepted and reserved to the Council and its successors in title the owner or owners of all or any part of the Estate other than the property hereby demised the following rights namely

a) rights over the property hereby conveyed corresponding to those mentioned in paragraph 2, 3 and 4 of the First Schedule together with the right to lay construct and maintain (or permit to be laid constructed and maintained)

in or under or through the property hereby conveyed such further mains pipes sewers drains channels cables apparatus and any work ancillary thereto as may in the opinion of the Council be necessary

b) the right to construct a garage in each position shown coloured green on the attached plan in such a way as to be supported by such garage as may be correspond in all other respect to the rights to be enjoyed by the Purchaser and his successors in title pursuant to Clauses 5 of the First Schedule hereto)

c) The right to construct the eaves of any building on adjoining land so as to overhand the property hereby conveyed and to construct the footings of any such building partially upon the property hereby demised

d) the right to go pass and repass with vehicles over the access drives and on foot over the footpaths coloured yellow on the said plan (if any) e) Full right and liberty for the Southern Electricity Board to place electric lines through the property hereby demised and thereafter to use the same provided always that the said Board shall make good any damage caused as soon as practicable and shall not break open the surface of any land covered by a building

THE THIRD SCHEDULE above referred to

Calculation of Rent

1. For any period of the term the Rent shall be determined by the formula

$F (100-S)$

100

B

Where:-

F = the amount determined by the Council as the rent which would be payable for that period if the Premises had been let on a secure tenancy by the Council but excluding any element attributable to rates or to services which would have been provided by the Council if the Premises had been so let on a secure tenancy (in this paragraph "rates" includes charges for services performed, facilities provided or rights made available by a water authority) S.= the Lessee's Total Share expressed as a percentage For the avoidance of doubt it is agreed that the following is an illustration of the correct operation of the said formula

Where F = £1150

and S = 50%

the rent payable will be

£1150 (100 - 50) = £575.00

100

2. In making a determination under paragraph 1 above the Council shall take into account all matters which appear it to be relevant including in particular where comparable dwelling houses in the locality are let on secure tenancies the rents payable under these tenancies

3. In the event of there being any variation in the Rent payable the Council shall notify the Lessee in writing and

the variation shall take effect from the first day of the month following service of the said notice

THE FOURTH SCHEDULE above referred to

Acquisition of Additional Shares

1. In this Schedule and elsewhere as provided the following expressions have the following meanings respectively:-

(I) "Market value" shall mean at the relevant time the price which the interest of the Lessee would realise if sold on the open market by a willing vendor on the assumption that

(a) any improvements made by the Lessee and

(b) any failure by the Lessee to keep the Premises in good repair (including decorative repair) should be disregarded and for the purposes hereof "the relevant time" shall mean the time when the relevant Lessee's Notice is served on the Council

(II) "Additional Share" shall mean at the relevant time a percentage of the then Market Value of the Premises being a minimum 10% and a multiple of 5% thereof

(III) "Lessee's Notice" shall mean a notice served by the Lessee pursuant to the provisions of paragraph 2(1) hereof

(IV) "The Valuer" means an Officer of the Commissioners of Inland Revenue who is for the time being appointed by the Commissioners to be in relation to the valuation list for the area in which the Premises are situate the Valuation Officer or the Deputy Valuation Officer or one of the Valuation Officers or Deputy Valuation Officers or such other valuer as may be agreed between the parties or in

default of agreement within 4 weeks appointed at the request of either party by the President for the time being of the Royal Institute of Chartered Surveyors

2.(i) The Lessee may at any time or times during the term serve on the Council a written notice claiming to exercise his right to acquire an Additional Share and stating what Additional Share he wishes to acquire

2.(ii) As soon as practicable and in any event not later than four weeks after receipt of the Lessee's Notice the Council shall serve on the Lessee a written notice stating the amount which in the opinion of the Council should be the amount of the consideration for the Additional Share stated in the Lessee's Notice under sub-paragraph (1) hereof.

2.(iii) The consideration for the Additional Share stated in the Lessee's Notice shall be determined by the following formula:-

$S \times D$

100

Where:-

S = the Additional Share stated in the Lessee's Notice expressed as a percentage

D = the amount agreed between the parties or in default of agreement between the parties within three months of the Notice served by the Lessee pursuant to paragraph 2(ii) hereof (or within four months of the Notice served by the Lessee pursuant to paragraph 2(i) hereof whichever shall be

earlier) determined at the request of either the Council or the Lessee by the Valuer as the amount which is to be taken as the Market Value of the Premises at the time when the Lessee's Notice is served

For the avoidance of doubt it is agreed that the following is an illustration of the correct operation of the said formula:-

Where S = 10%

and D = £32,000

the consideration for the Additional Share will be :-

$10.0 \times (\frac{£32,000}{100}) = £3200$

100

2.(iv) At any time within six months of service by the Council of a notice pursuant to paragraph 2(2) hereof or within six months of the determination of the Market Value by the Valuer whichever shall be the later the Lessee may complete the acquisition of the Additional Share stated in the Lessee's Notice by paying to the Council the amount calculated in accordance with the provisions of paragraph 2.(iii) hereof. If the Lessee fails to complete the purchase of an Additional Share pursuant to the relevant Lessee's Notice within the said period of 6 months the relevant Lessee's Notice shall lapse

3. Whenever the Lessee completes the acquisition of an Additional Share the Council and the Lessee shall forthwith sign a Memorandum in duplicate specifying the additional

Share acquired which shall be attached to the original and the Counterpart of this Lease

4. In this Schedule "the Lessee" shall mean the Lessee named herein or any mortgagee of this Lease being a Building Society or other body falling within Section 36(4) of the 1985 Act at the time the advance was made to the said Lessee

THE COMMON SEAL OF WEST DORSET
DISTRICT COUNCIL was hereunto
affixed in the presence of:-

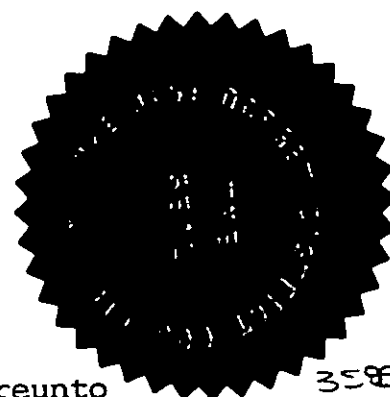
A.C. Lewis

Chief Executive

Chairman

Ernest H. King

R J MCINTYRE (CONTRACTING) LIMITED was hereunto
affixed in the presence of:-



355/89

Director

P. J. McIntyre

Secretary

A. H. Smith

SIGNED SEALED and DELIVERED
by the said RUBERT JOHN ANDREW
in the presence of:-

SIGNED SEALED and DELIVERED
by the said JOANNA MARIA JEE
in the presence of:-

10/1/88

DISTRICT COUNCIL
JOINT VENTURE
WEST DORSET
HOUSING

12 2 bed homes
4 3 bed homes
16 total

garages provided as required

LEGEND



existing trees

hedges (existing to remain where possible, others by purchasers)

proposed trees

ALL LEVELS AND DIMENSIONS TO BE CHECKED & VERIFIED ON SITE

A-GARAGE LAYOUT ATTACHED - 30/11/88
8-Lines added + change - 12/12/88

HOUSES FOR FIRST TIME PURCHASERS
For
MCINTYRE BUILD

Architects
John Stark and Partners
14 Princess Street - Dorchester - DT1 1TW
national
0305 82536
+44 305 82536

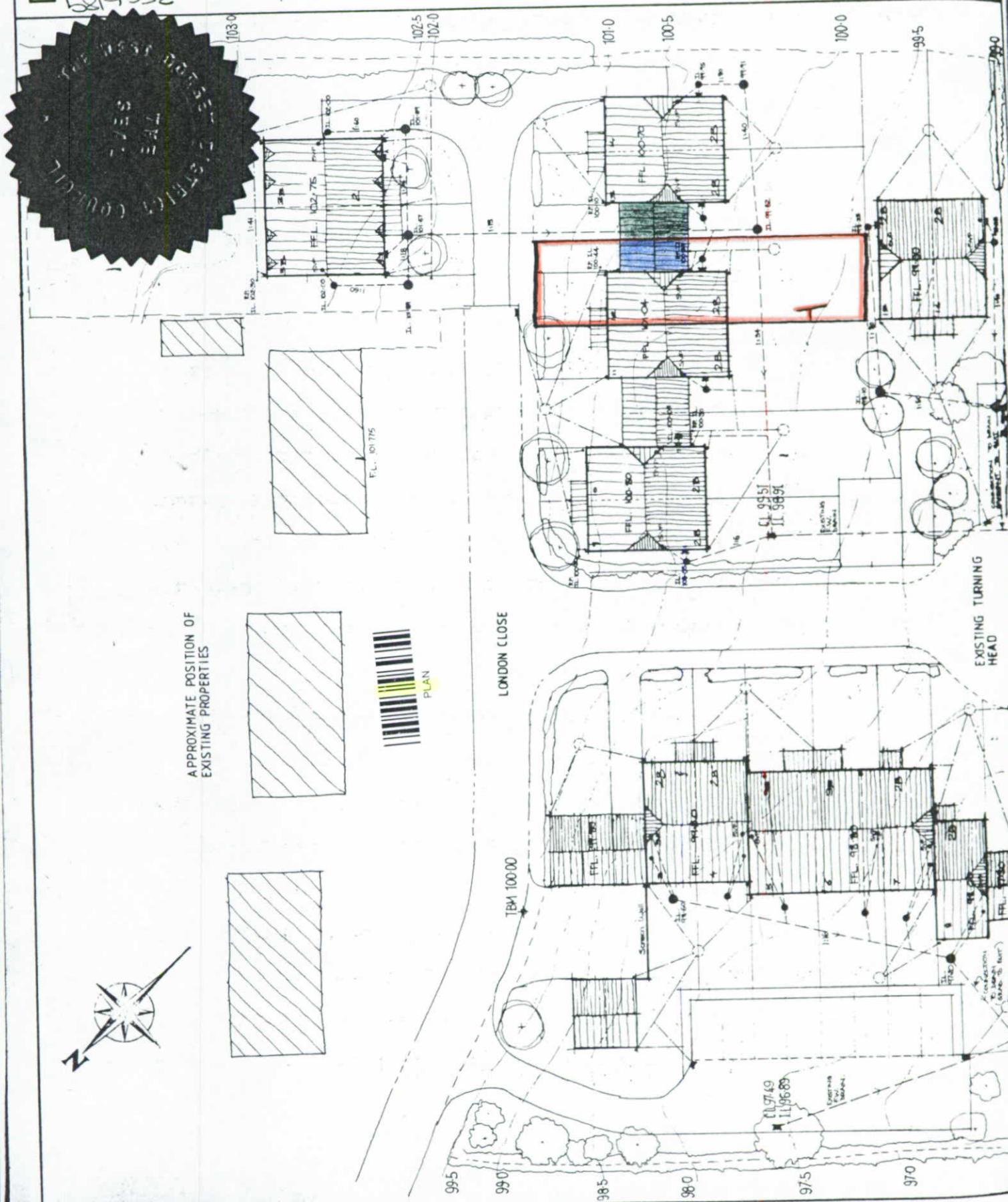
PIDDLEHINTON
2 & 3 BED HOMES

Scale

Drawn

Date NOVEMBER 1988

88/73/11 B.



APPROXIMATE POSITION OF
EXISTING PROPERTIES



PLAN

LONDON CLOSE

EXISTING TURNING
HEAD