

Dated 8th September 2022

CHRIS PEARCE (1)

and

WEST SUSSEX COUNTY COUNCIL (2)

and

DEVON AND CORNWALL SECURITIES LIMITED (3)

DEED

Pursuant to Section 106 of the Town
and Country Planning Act 1990

relating to Land at Evergreen Farm, West Hoathly Road,
East Grinstead, West Sussex, RH19 4NE

WSCC Legal Services
County Hall
Chichester
PO19 1RQ
(CC805.1890/GH)

THIS DEED is made the

day of

2022

BETWEEN

1. **CHRIS PEARCE** of Evergreen Farm, West Hoathly Road, East Grinstead, RH19 4NE (hereinafter called "the Applicant")
2. **WEST SUSSEX COUNTY COUNCIL** of County Hall, West Street, Chichester, West Sussex, PO19 1RQ (hereinafter called "the County Council")
3. **DEVON AND CORNWALL SECURITIES LIMITED** (Company Registration No 1712730.) whose registered office is at 8 Fore Street, Camelford, Cornwall, PL32 9PG (hereinafter called "the Mortgagee")

WHEREAS

- (1) The County Council is the Local Planning Authority and Highways Authority for the area within which the Site is situated
- (2) The Applicant has made the Planning Application to the County Council and is proposing to carry out the Development
- (3) The Applicant has agreed with the County Council that the Regulated Vehicles involved in the carrying out of the Development will follow a prescribed route and has agreed to enter into this Deed with the County Council
- (4) The operative provisions of this Deed are conditional inter alia upon the County Council granting Planning Permission
- (5) The Applicant is the owner of the Site as registered at the Land Registry with title number WSX37275, WSX2546657 and WSX271253
- (6) The Mortgagee has a registered charge against the Site
- (7) The Applicant and the Mortgagee have agreed to enter into this Deed to give the following obligations in the manner hereinafter appearing

NOW THIS DEED WITNESSES as follows:

1. DEFINITIONS AND INTERPRETATION

- 1.1 In this Deed the following words and expressions shall where the context so requires or admits have the following meanings:

"Act" means the Town and Country Planning Act 1990 and all subsequent revisions and amendments

"Commencement of the Development" means the date on which the Development is commenced in accordance with the provisions of section 56 of the Act (and **"Commence Development"** shall be construed accordingly)

"Development" means the development permitted by the Planning Permission

"Plan A" means the plan annexed to this Deed and labelled as Plan A showing the Site edged red

"Plan B" means the plan annexed to this Deed and labelled as Plan B showing the Prescribed Route

"Plan C" means the plan annexed to this Deed and labelled as Plan C showing the Road Widening and Visibility Works

"Planning Application" means the application for planning permission number WSCC/004/20

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

"Prescribed Route" means the route shown in orange on Plan B and for the avoidance of doubt means the route from Evergreen Farm to the A22 via Imberhorne Lane, Saint Hill Road and West Hoathly Road

"Regulated Vehicle" means any vehicle involved in the importation of inert materials pursuant to the Planning Permission with a maximum gross weight of or exceeding 3.5 tonnes

"Road Signage" means the temporary road signage along the Prescribed Route in order to warn other users of the highway of the development

"Road Widening and Visibility Works" means the localised widening works to be carried out at each end of West Hoathly Road, East Grinstead, RH19 4NE and as shown on Plan C

"Section 59 Agreement" means the agreement to be entered into by the County Council and the Applicant to cover the increase in extraordinary traffic that would result from construction vehicles and as specified in paragraph 2 of the Third Schedule

"Site" means Evergreen Farm, West Hoathly Road, East Grinstead, RH19 4NE registered at the Land Registry and which is shown for identification purposes edged red on Plan A

"Unconditional Date" means the earliest date on which both of the following have occurred:

- (i) the Planning Permission has been granted by the County Council; and
- (ii) there has been Commencement of the Development

1.2 Words importing the singular includes the plural and vice versa and words importing one gender include all other genders

- 1.3 The expressions "the County Council" and "the Applicant" and "the Mortgagee" shall include their respective successors in title and assigns statutory or otherwise
- 1.4 References to clauses sub-clauses and schedules are references to clauses and sub-clauses in and schedules to this Deed unless specifically stated otherwise
- 1.5 Headings are for ease of reference only and shall not be construed as part of this Deed

2. STATUTORY PROVISIONS

- 2.1 This Deed is made pursuant to Section 106 of the Act Section 111 of the Local Government Act 1972 Section 1 of the Localism Act 2011 and all other powers enabling the parties hereto
- 2.2 This Deed shall have full force and effect from the date hereof
- 2.3 The County Council is the local planning authority by whom the obligations contained in this Deed are enforceable
- 2.4 The Deed is made pursuant to Section 106 of the Act and is a planning obligation for the purposes of that section
- 2.5 This Deed is a local land charge and shall be registered as such provided that if at any time the obligations of the Applicant under this Deed for any reason do not apply further the County Council shall upon the written request of the Applicant issue written confirmation thereof and thereafter use its reasonable endeavours to cancel all related entries in the Register of Local Land Charges
- 2.6 If the Planning Permission expires before the Unconditional Date or shall at any time be revoked this Deed shall forthwith determine and cease to have effect
- 2.7 Nothing in this Deed shall prohibit or limit the right to develop any part of the Site in accordance with any planning permission other than the Planning Permission granted (whether or not on appeal) after the date of this Deed

3. COVENANTS

- 3.1 Subject always to Clause 3.3 the Applicant covenants with the County Council to observe and perform the covenants set out in the First Schedule
- 3.2 No person shall be liable for breach of any covenant contained in this Deed after he or it shall have parted with all interest in the Site or the part in respect of which such breach occurs but without prejudice to liability for any subsisting breach of contract prior to parting with such interest
- 3.3 The covenants contained in the First Schedule of this Deed shall take effect only from the Unconditional Date
- 3.4 Nothing in this Deed shall require the performance of any obligation whatsoever in on or under land outside the ownership of the party to perform the obligation unless such land shall be within the public highway and/or made available for the performance of that obligation at no cost to the party to perform its obligations
- 3.5 In the event of the Applicant is to sell the land known as Evergreen Farm to a third party, the Applicant will relinquish their obligations and liabilities under the terms of this Deed subject to the new landowner's written consent to the terms set out in this Deed

4. DISPUTES

- 4.1 In the event of a dispute between the parties to this Deed (other than a dispute relating to a matter of Law) the parties agree that the matter in dispute will on the application of any of them be referred to an Engineer acting as an expert (hereinafter referred to as "the Expert") who shall be a member of the Institution of Civil Engineers with not less than 10 years relevant experience whose identity will be agreed by the parties or in default of agreement appointed by or on behalf of the President of the Institution of Civil Engineers
- 4.2 It is further agreed that:
- (a) the determination of the Expert will be final and binding on the parties save in the case of manifest error;

- (b) the parties shall be entitled to make representation and counter representations to the Expert in accordance with such timetable as the Expert shall direct; and
- (c) the Expert's costs and the costs of his appointment shall be borne in such proportions as he may direct and if the Expert shall fail to make any direction as to costs they shall be borne by the Applicant

5. COSTS

The Applicant covenants with the County Council that upon the completion of this Deed to pay the legal costs of the County Council involved in the preparation and execution of this Deed

6. SEVERANCE

If any provisions of this Deed shall be held to be invalid illegal or unenforceable the validity legality and enforceability of the remaining provisions of this Deed shall not in any way be deemed thereby to be affected or impaired

7. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

For the avoidance of doubt it is hereby agreed and declared that:-

- (a) nothing in this Deed shall be construed as expressly providing a right for any third party within the meaning of the Contracts (Rights of Third Parties) Act 1999; and
- (b) nothing in this Deed is intended to confer any benefit on any third party (whether referred to herein by name class description or otherwise) or any right to enforce a term contained in this Deed

8. ALTERNATIVE ROUTING

It is hereby agreed and declared that the County Council shall be entitled to agree in writing at any time an alternative route for the Regulated Vehicles with the Developer either temporarily or permanently and that in that situation all of the provisions of this Deed (unless agreed otherwise) shall apply to that alternative route as if it were the Prescribed Route for as long as the County Council shall direct

9. NOTICE

Where it is a requirement of this Deed that any party be notified of an event in writing by any other party then such notice shall be delivered to that party at the address contained in this Deed

10. MORTGAGEE'S CONSENT

The Mortgagee acknowledges and declares that this Deed has been entered into by the Applicant with its consent and that the Land shall be bound by the obligations contained in this Deed and that the security of the charge over the Land shall take effect subject to this Deed PROVIDED THAT the Mortgagee its assignees transferees and/or successors in title shall otherwise have no liability under this Deed unless it takes possession of the Land in which case it too will be bound by the obligations as if it were a person deriving title from the Applicant PROVIDED ALWAYS that the Mortgagee's liability under this Deed shall be limited to the part of the Land in which it takes possession and provided further THAT THE Mortgagee (or any person deriving title from the Mortgagee) will not be liable for any breach of the obligations contained in the Deed unless committed at a time when the Mortgagee is in possession of the Land (or any part thereof) to which such obligation(s) relate.

Covenants made by the Applicant

1. To serve written notice upon the County Council advising it of the Unconditional Date within fourteen days of its occurrence
2. From the Unconditional Date to provide to all drivers of Regulated Vehicles on their first visit to the Site written details of the Prescribed Route
3. From the Unconditional Date to erect and maintain on the Site in clearly visible positions at the entrance and exit notices detailing the Prescribed Route
4. From the Unconditional Date to use best endeavours to ensure that all drivers of Regulated Vehicles use the Prescribed Route
5. Not to Commence Development without having written a letter to Mid Sussex District Council and Ashurst Wood Parish Council and the residents of the houses adjacent to the Site and Prescribed Route substantially in the form of the letter in the Second Schedule
6. To keep a log of all telephone calls made to the contact number specified in the letter referred to in Paragraph 5 recording the following information:-
 - (i) the date and time of the telephone call
 - (ii) the name of the caller
 - (iii) the number plate of the Regulated Vehicle involved
 - (iv) whether or not the Regulated vehicle was involved in the Development and
 - (v) whether it was breaching the terms of this Deedand to make the log available for inspection by the County Council at all reasonable hours

THE SECOND SCHEDULE

Draft Letter

YOUR COMPANY'S HEADED PAPER

Dear Sir/Madam

**Re:Evergreen Farm, West Hoathly Road, East Grinstead, West Sussex, RH19
4NE**

As you may be aware, planning permission reference WSCC/004/20 has been granted by West Sussex County Council authorising the preservation of Evergreen Farm with imported inert materials and site restoration. It is planned that those works will commence on [insert date].

In order to import inert restoration materials as permitted by the planning permission it is necessary to use large vehicles but it is recognised that it is important to minimise the impact of their use. Hence, large vehicles involved in the movement of inert restoration materials to and from Evergreen Farm in accordance with the above permission shall only use the Prescribed Route which means that entry to and egress from the Site by these vehicles for this purpose shall be by turning left from Evergreen Farm to the A22 via West Hoathly Road, Saint Hill Road and Imberhone Lane.

All the lorry drivers coming to and from the Site for the purpose of moving inert restoration materials will be required to abide by the Prescribed Route. In order to ensure that this agreement works, if you see our vehicles on the local roads where they should not be travelling, please inform us by contacting the site operator FAO However, if you are not satisfied with the response given by the site operator, please contact the WSCC Enforcement and Compliance Team within the County Planning Team 0330 222 6983 and/or email via planning.enforcement@westsussex.gov.uk. Where possible, please can you inform us of the location, time, and description of the vehicle and registration number before reporting it. Thank you in advance for your patience during these works.

We hope we have given you sufficient explanation of our proposals. However, if you have any further questions or require any further information about the works, please telephone [insert telephone number] where our staff will be happy to help you.

Yours faithfully

THE THIRD SCHEDULE

1. Road Widening

- 1.1 Upon completion of the restoration of the Site and not later than 30 months from the Commencement of the Development to carry out and complete the Road Widening as shown on Plan C.

2. Section 59 Agreement

- 2.1 The Applicant shall be required to enter into a Section 59 Agreement at no cost to the County Council and substantially in the form of "Annex A" annexed hereto to cover the increase in extraordinary traffic that would result from construction vehicles.

3. Road Signage

- 3.1 Prior to the commencement of development, the Applicant shall be required to liaise with the County Council's Highway Area Manager for Mid Sussex and develop a strategy for maintenance of vegetation and foliage to ensure adequate sightlines and visibility is maintained at the proposed site access/egress. The approved strategy shall be implemented in full throughout the development.

4. Visibility Works

- 4.1 Prior to the commencement of development, the Applicant shall be required to liaise with the County Council's Highway Area Manager for Mid Sussex to determine appropriate locations of temporary road signage along the Prescribed Route in order to warn other users of the highway of the development. The approved signage shall be installed in full throughout development.

ANNEX A

Date

20

1. **Parties:**

- 1.1 the "**Developer**" means XXX whose registered address is at XXX
- 1.2 the "**Council**" means WEST SUSSEX COUNTY COUNCIL of County Hall Chichester West Sussex PO19 1RQ
- 1.3 the "**Surety**" means XXX whose registered address is at XXX

2. **Definitions:**

- 2.1 the "**Completion Certificate**" means a certificate issued by the Proper Officer after completion of all works detailed within a Repair Works Notice to the satisfaction of the Proper Officer
- 2.2 the "**Construction Traffic**" means all vehicular traffic whether directly or indirectly using the highway as a result of the development
- 2.3 the "**Development**" means the proposed works to be carried out on the land under the Planning Consent
- 2.4 the "**Drawing**" means the drawing numbered XXX annexed to this agreement
- 2.5 the "**Final Certificate**" means a certificate issued by the Proper Officer only after completion of the Development and when he is satisfied that no further works need to be carried out on the Highway to repair damage caused by the Construction Traffic
- 2.6 the "**highway**" means that part of the publicly maintainable highway known as XXX
- 2.7 the "**Land**" means the area of land within West Sussex subject to the Planning Consent
- 2.8 the "**Planning Consent**" means the planning consent granted to the developer dated XXX
- 2.9 the "**Proper Officer**" means any officer of the Council for the time being appointed for the purposes of this Agreement or of any provision contained in this Agreement

- 2.10 the **"Repair Works"** means the works to the Highway specified with the Repair Works Notice or (if such Repair Works Notice is disputed the works to the Highway agreed between the parties or determined under Clause 6)
- 2.11 the **"Repair Works Notice"** means a written notice served by the Council on the Developer at any time after the commencement of the Development but prior to the issuing of the Final Certificate stating in the opinion of the Proper Officer the damage caused to the Highway by the Construction Traffic and stating the Repair Works that are to be carried out on the Highway to make good that damage
- 2.12 **references** to clauses sub-clauses annexures and schedules are unless otherwise stated references to clauses sub-clauses recitals annexures and schedules to this Agreement
- 2.13 **the** singular number shall include the plural number and the masculine and neutral genders shall include the feminine gender and vice-versa
- 2.14 **Headings** are for ease of reference only and shall not be construed as part of this Agreement

3. Background:

- 3.1 **THE** Council are the Local Highway Authority for the highways in West Sussex
- 3.2 **THE** Developer intends to develop the Land in accordance with the Planning Consent and acknowledges and agrees with the Council that as a result of the Development the Construction Traffic might damage the existing highway and accordingly it agrees to comply with the terms and conditions herein

THIS Agreement is made pursuant to Section 59 of the Highways Act 1980 Section 111 of the Local Government Act 1972 and Section 2 of the Local Government Act 2000 Section 33 of the Local Government (Miscellaneous Provisions) Act 1982 and all other enabling powers

4. Developers Covenants:

- 4.1 **THE** Developer covenants with the Council to carry out its obligations in the Schedule of this Agreement

4.2 **THE** Developer covenants with the Council that upon the completion of this Agreement the Developer will pay the legal costs of the Council involved in the preparation and execution of this agreement

5. Surety's Covenants:

5.1 **IF** the Developer at any time fails to perform or observe any of the conditions stipulations or obligations on its part contained within this Agreement the Surety hereby guarantees the proper performance of all conditions stipulations or obligations of the Developer (subject to clause 5.2 below) and will indemnify the Council in respect of all reasonable costs claims proceedings losses damages and expenses incurred because of either;

- (a) the failure of the Developer to perform any of its conditions stipulations or obligations under this Agreement
- (b) as a result of the manner in which the Developer has carried out or purported to carry out its obligations under this Agreement
- (c) the Council carrying out the Developer obligations in accordance with paragraph XXX of the Schedule

5.2 **IT** is hereby agreed and declared that;

- (a) the maximum liability of the Surety to the Council under clause 5.1 shall not exceed the sum of XXX pounds (£XXX)
- (b) on the date of the Final Certificate issued by the Council under this Agreement the liability of the Surety under this Agreement shall cease

6. Arbitration:

IN the event of a dispute between the parties to this Agreement the dispute shall be referred to an independent expert who shall be a chartered civil engineer to be agreed between the parties or failing agreement to be appointed by the President for the time being of the Institution of Civil Engineers and whose decision shall be final and binding on the parties to this Agreement and in this respect this Agreement shall

be construed as a submission to arbitration within the meaning of the Arbitration Act 1996 or any statutory re-enactment or modification

7. Indemnities:

7.1 **THE** Developer shall indemnify the Council in respect of any actions charges claims costs damages demands expenses or proceedings (including claims relating to the infringement or disturbance or destruction of any right easement or privilege) arising out of or in connection with or incidental to the carrying out of the Repair Works other than those arising out of or in consequence of any act or default of the Council

7.2 **THE** Developer shall maintain a policy of insurance to the sum of £10 Million to cover any liability which may arise under Clause 7.1 such policy to be taken out with a company to be approved by the Council and the certificate of insurance shall be produced to the Council prior to the commencement of the Repair Works

8. Severance:

IF any provision of this Agreement shall be held to be invalid illegal or unenforceable the validity legality and enforceability of the remaining provisions of this Agreement shall not in any way be deemed to be affected or impaired

9. Rights of Third Parties:

The Contracts (Rights of Third Parties) Act 1999 does not (nor is it intended to) apply to this Deed

10. Governing Law

THIS Agreement shall be governed by and construed in accordance with the law of England and shall be subject to the exclusive jurisdiction of the English Courts

THE SCHEDULE

1. Prior to the commencement of the Development the Developer shall arrange for an inspection of the Highway with the Proper Officer after which they shall agree a record of the conditions of the Highway at that time
2. The Developer agrees with the Council to attend meetings at reasonable intervals specified by the Proper Officer to inspect the condition of the Highway throughout the period of use of the Highway by the Construction Traffic
3. That on receipt of a Repair Works Notice served by the Council or a determination by an expert if the Repair Works Notice is referred under Clause 6 the Developer will carry out the Repair Works in a good workman like manner to the satisfaction of the Proper Officer in accordance with paragraph 4 of the schedule and to a timetable reasonably specified within the Repair Works Notice
4. In carrying out the Repair Works the Developer will;
 - (a) prior to carrying out the repair works consult with the Proper Officer as to whether any consents authorisations or permissions are required in order to carry out the Repair Works and shall not commence the Repair Work until those consents authorisations or permissions have been obtained
 - (b) provide all necessary traffic management apparatus as deemed necessary by the Proper Officer and if required by the Proper Officer submit a traffic management scheme to the Proper Officer NO works are to commence until the Proper Officer approves the traffic management scheme
5. If the Developer fails to carry out the Repair Works to the satisfaction of the Proper Officer within the timescale specified within the Repair Works Notice the Council may give written notice to that effect to the Developer and thereafter the Council may carry out the Repair Works after which the

Developer will fully reimburse the Council for all reasonable costs incurred by the Council in carrying out the Repair Works

6. It is hereby agreed and declared between the Developer and the Council that;
- (a) the Council may serve as many Repair Works Notices as it regards as necessary in order to keep the Highway in repair
 - (b) as an alternative to carry out the Repair Works itself the Developer may ask the Council to carry out the Repair Works on its behalf and if the Council in its absolute discretion agrees to do so the Developer shall reimburse the Council the costs of doing so
 - (c) once the Repair Works under each Repair Works Notice have been completed to the satisfaction of the Proper Officer the Proper Officer shall issue a Completion Certificate
 - (d) after completion of the Development by the Developer and after Completion Certificates have been issued for all Repair Works Notices issued at that date the Developer and Proper Officer shall inspect the Highway and record their condition
 - (e) after the inspection referred to in sub-paragraph (d) above has been completed the Proper Officer shall either issue a further Repair Works Notice (in which case a further inspection shall take place once a Completion Certificate has been issued for that Repair Works Notice) or issue the Final Certificate

IN WITNESS whereof the parties have executed this document as a Deed the day and year first before written

EXECUTED AS A DEED by **XXX** acting
by:

Director

Company Secretary

THE COMMON SEAL of **WEST SUSSEX COUNTY COUNCIL** was
hereunto affixed
in the presence of:

Authorised Signatory

EXECUTED AS A DEED by **XXX** acting
by:

Director

Company Secretary

DATED _____ 20

XXX

- and -

WEST SUSSEX COUNTY COUNCIL

- and -

XXX

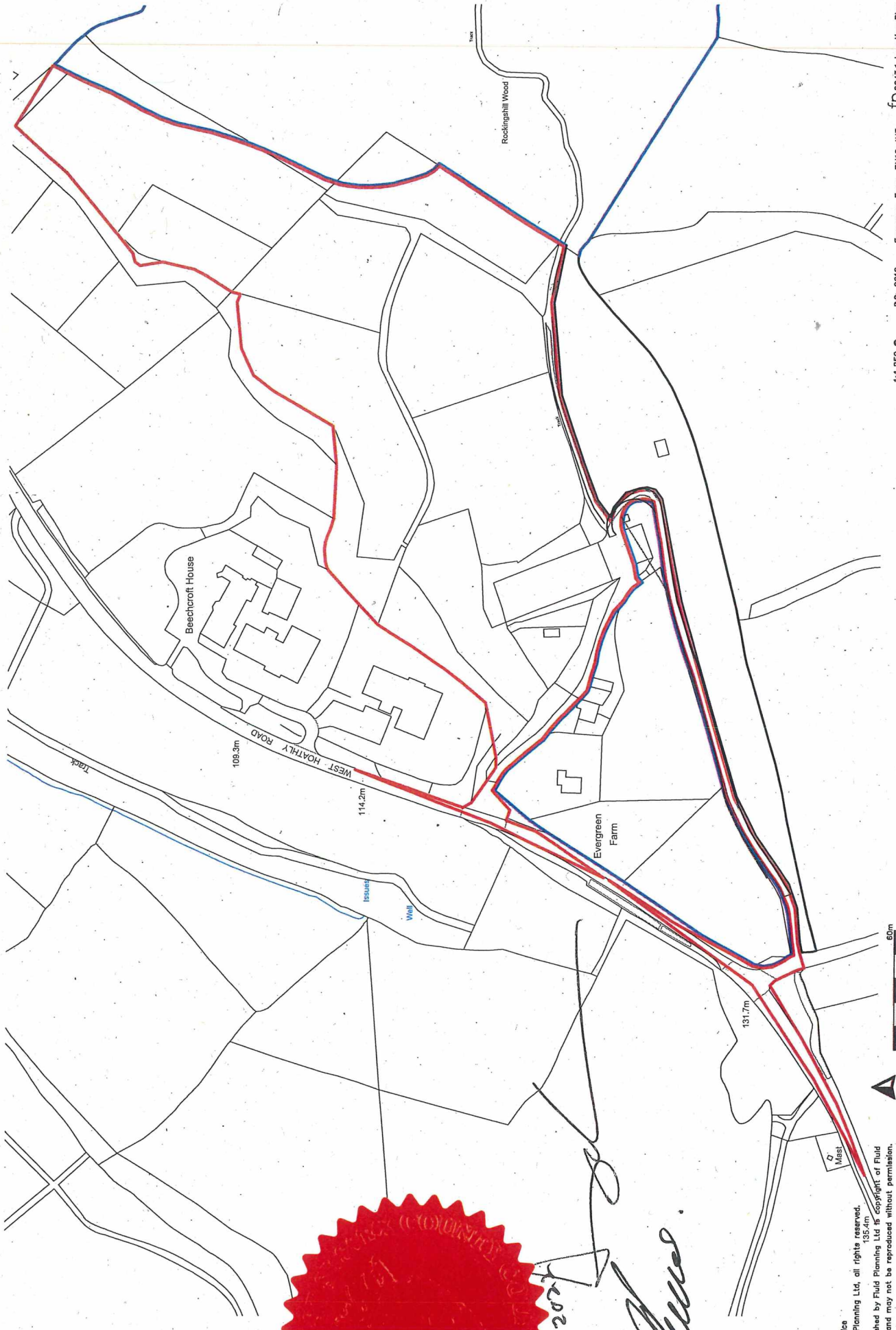
A G R E E M E N T

under Section 59 of the
Highways Act 1980 and
Section 111 of the Local
Government Act 1972 Section 2 Local Government Act 2000 Section 33 of the
Local Government (Miscellaneous Provisions) Act 1982
in connection with

XXX

In the County
West Sussex

CC3/XXX
PSI/XXXX



80458/2160/207
Oliver
Mues

Key

John
C. Jones

Route to/from Site:



2024/09/09/2022
2022

Felbridge

The Field

Felwater

Furze Ln

Yew Ln

Pine Grove

Sackville Close

Felbridge Close

Buckhurst Way

Dorset Ave

Woodstock

Manor Rd

Heathcote Dr

Linder Ave

Halsford Park Rd

Maypole Rd

Garland

lake

Felwater

Hills Rd

Whitard Way

Windmill Ln

Manning Close

Leacroft

Newspire

Crescent

Highfield Rd

Durk

Lowfield

Sackville Close

Knole Grove

Gwynne Gardens

Woodstock

Manor Rd

Heathcote Dr

Linder Ave

Felbridge

The Field

Felwater

Furze Ln

Yew Ln

Pine Grove

Sackville Close

Felbridge Close

Buckhurst Way

Dorset Ave

Woodstock

Manor Rd

Heathcote Dr

Linder Ave

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Felbridge Close

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Dorset Ave

Woodstock

Manor Rd

Heathcote Dr

Linder Ave

Halsford Park Rd

Maypole Rd

Garland

Felbridge

The Field

Felwater

Furze Ln

Yew Ln

Pine Grove

Sackville Close

Felbridge Close

Buckhurst Way

Dorset Ave

Woodstock

Manor Rd

Heathcote Dr

Linder Ave

Halsford Park Rd

Maypole Rd

Garland

Felbridge

The Field

Felwater

Furze Ln

Yew Ln

Pine Grove

Sackville Close

Felbridge Close

Buckhurst Way

Dorset Ave

Woodstock

Manor Rd

Heathcote Dr

Linder Ave

Halsford Park Rd

Maypole Rd

Garland

Felbridge

The Field

Felwater

Furze Ln

Yew Ln

Pine Grove

Sackville Close

Felbridge Close

Buckhurst Way

Dorset Ave

Woodstock

Manor Rd

Heathcote Dr

Linder Ave

Halsford Park Rd

Maypole Rd

Garland

Felbridge

The Field

Felwater

Furze Ln

Yew Ln

Pine Grove

Sackville Close

Felbridge Close

Buckhurst Way

Dorset Ave

Woodstock

Manor Rd

Heathcote Dr

Linder Ave

Halsford Park Rd

Maypole Rd

Garland

Felbridge

The Field

Felwater

Furze Ln

Yew Ln

Pine Grove

Sackville Close

Felbridge Close

Buckhurst Way

Dorset Ave

Woodstock

Manor Rd

Heathcote Dr

Linder Ave

Halsford Park Rd

Maypole Rd

Garland

Felbridge

The Field

Felwater

Furze Ln

Yew Ln

Pine Grove

Sackville Close

Felbridge Close

Buckhurst Way

Dorset Ave

Woodstock

Manor Rd

Heathcote Dr

Linder Ave


Halsford Park Rd

Maypole Rd

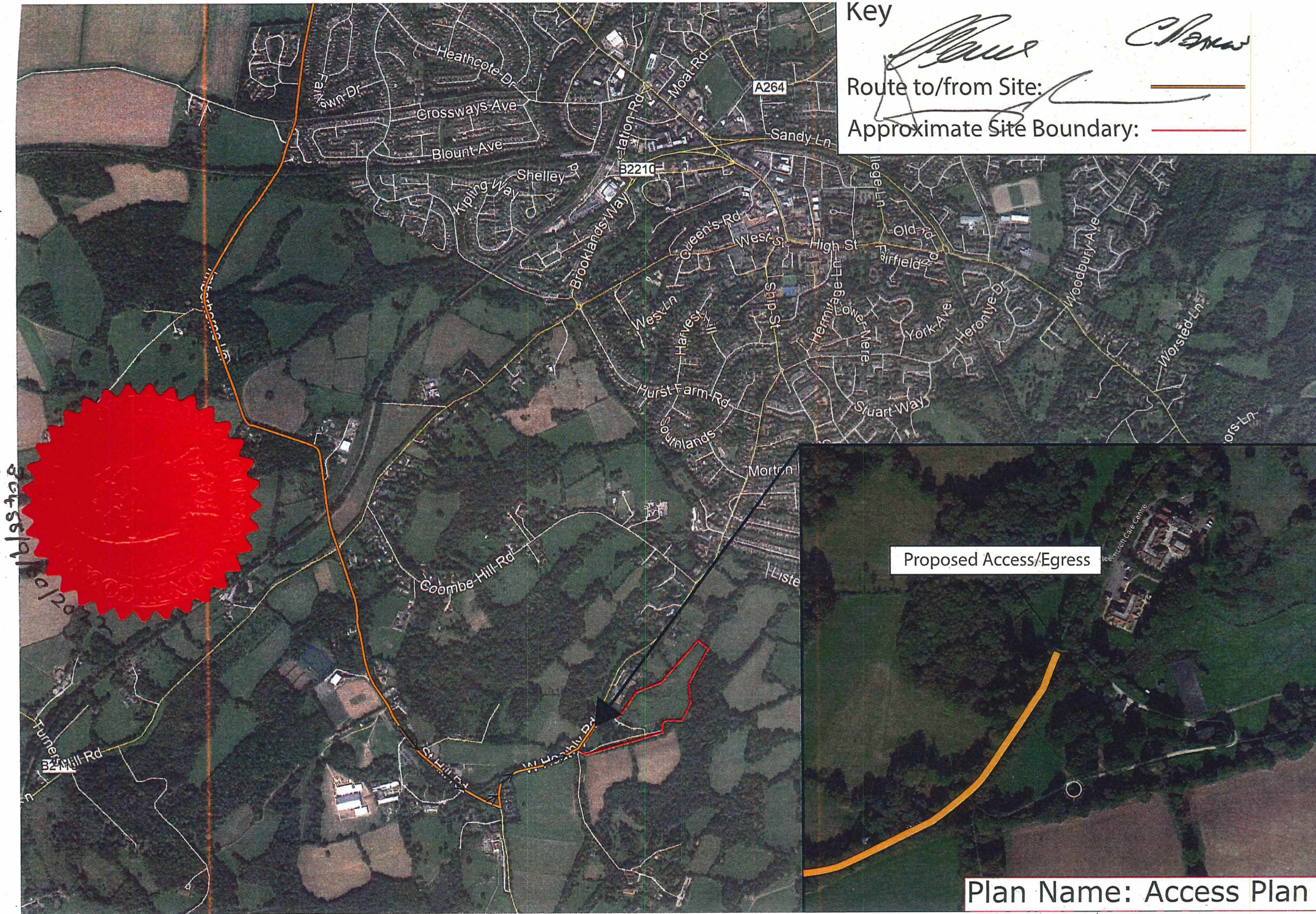
Garland

Key

Blue *Orange*

Route to/from Site: 

Approximate Site Boundary: 



32210/10/20

Proposed Access/Egress

Plan Name: Access Plan

Key

Alvaro

C. Brown

Route to/from Site:



Approximate Site Boundary:



Proposed Access/Egress

Plan Name: Egress Plan

IN WITNESS whereof this instrument has been duly executed as a Deed by the parties hereto the day and year first before written

EXECUTED AS A DEED by **CHRIS PEARCE**

Chris Pearce

in the presence of:-

Christophara Roy Cook

Witness signature: *CHRISTOPHARA ROY COOK*

Witness name (in BLOCK CAPITALS):

Witness address: *ROWLEY FARM
LOWFIELD HEATH
CRAWLEY RH10 9SL*

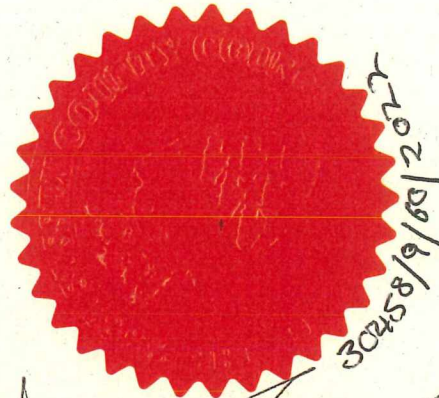
THE COMMON SEAL of
WEST SUSSEX COUNTY COUNCIL

was affixed to this Deed

in the presence of:-

John [Signature]

Authorised Signatory



EXECUTED AS A DEED by **CORNWALL
AND DEVON SECURITIES LIMITE**
in the presence of:-

[Signature]

DEEAD SPROUCC

Director

*John Head
8 FORE STREET
LAMEFORD
CORNWALL
PL32 9PG*