

Part A - Use of Land as Domestic Garden Evidence Document

Evidence contained within this document consists of the following items:

- Item 1 Register of Title for LL69890 (HM Land Registry)
- Item 2 Official Copy of Title Plan for LL69890 (HM Land Registry)
- Item 3 Transfer of Land Documentation for LL69890
- Item 4 Register of Title for LL186286 (HM Land Registry)
- Item 5 Official Copy of Title Plan for LL186286 (HM Land Registry)
- Item 6 Transfer of Land Documentation for LL186286
- Item 7 Site Image Record 2009 and 2012
- Item 8 Site Image Record 2024

Item 1 – Register of Title for LL69890 (HM Land Registry)



Official copy of register of title

Title number LL69890

Edition date 06.04.2018

- This official copy shows the entries on the register of title on 22 JAN 2024 at 10:49:18.
- This date must be quoted as the "search from date" in any official search application based on this copy.
- The date at the beginning of an entry is the date on which the entry was made in the register.
- Issued on 22 Jan 2024.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- This title is dealt with by HM Land Registry, Kingston Upon Hull Office.

A: Property Register

This register describes the land and estate comprised in the title.

LINCOLNSHIRE : LINCOLN

1 (20.04.1976) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being Land at the rear of 40 Farrington Crescent, Lincoln.

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(26.06.1991) The land has the benefit of the rights granted by but is subject to the rights reserved by the Transfer dated 19 June 1991 referred to in the Charges Register.

B: Proprietorship Register

This register specifies the class of title and identifies the owner. It contains any entries that affect the right of disposal.

Title absolute

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- (26.06.1991) PROPRIETOR: MICHAEL BARRY PEAK and PHILOMENA ELIZABETH PEAK of 40 Farrington Crescent, Lincoln LN6 0YG.
- (19.04.2000) RESTRICTION: Except under an order of the registrar no disposition by the proprietor of the land is to be registered without the consent of the proprietor of the Charge dated 29 March 2000 in favour of Barclays Bank UK PLC referred to in the Charges Register.

C: Charges Register

This register contains any charges and other matters that affect the land.

1 (26.06.1991) A Transfer of the land in this title dated 19 June 1991 made between (1) Brian Bee and others and (2) Michael Barry Peak and Philomena Elizabeth Peak contains restrictive covenants.

NOTE: Original filed.

(19.04.2000) REGISTERED CHARGE dated 29 March 2000 affecting also title 2 LL19007 to secure the moneys including the further advances therein

Title number LL69890

C: Charges Register continued

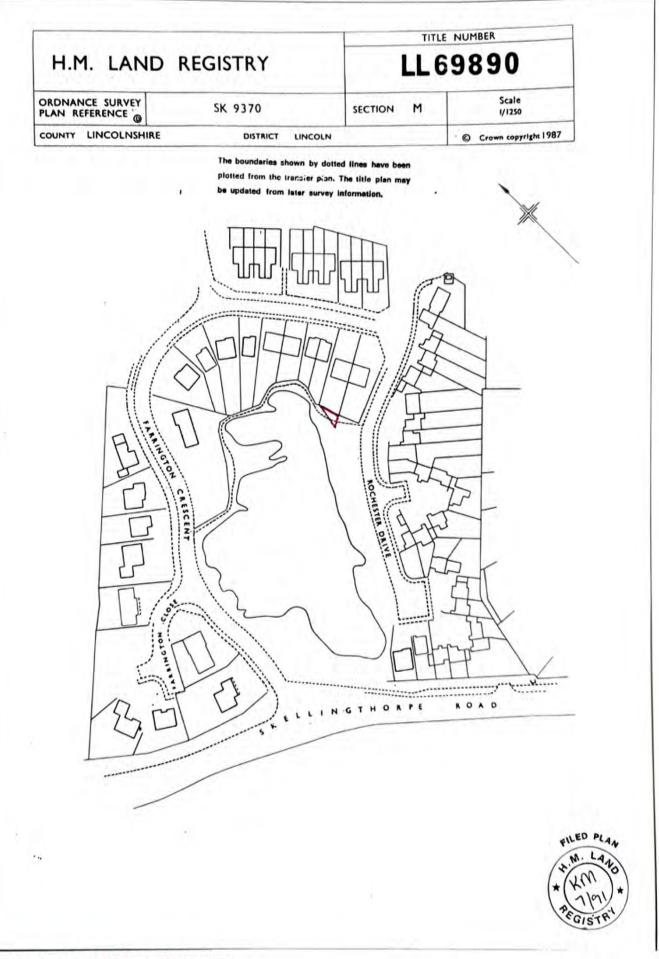
mentioned.

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(06.04.2018) Proprietor: BARCLAYS BANK UK PLC (Co. Regn. No. 9740322) of Standard Life Mortgages, Mortgages Department, P.O. Box 23966, Edinburgh EH3 1BF.

End of register

Item 2 – Official Copy of Title Plan for LL69890 (HM Land Registry)



Item 3 – Transfer of Land Documentation for LL69890

Form 43 Freehold or Leasehold HM Land Registry	Land Registration Acts, 192	5 to 1971
Stamp pursuant to section 28 of the Finance Act, 1931, to be impressed here	When the transfer attracts Inland Revenue duty, the stamps should be impressed here before lodging the transfer for registration	
impressed here	LL69890 SEQ198	931112 191
Use form 20 when estrictive covenants are not eing created.	TRANSFER OF PART IMPOSING FRESH RESTRICTIVE COVENANTS (Rule 135 Land Registration Rules 1925)	7
	allotted to the land transferred LL69890	
	County and district (or London borough) LINCOLNSHIRE LINCOLN Title number(s) LL10051 Property Land at the rear of 40 Farrington Crescent	
	Date 1991 In consideration of Three hundred and eighty two pounds 50	
(1) Strike out if not required.	pounds (£ 382.50) (') the receipt whereof is hereby ack (2) BRIAN BEE of 9 Hemswell Avenue Hartsholme Lincol	
(2) Insert in BLOCK LETTERS full name(s), postal address(es) and occupation(s) of the pro- prietor(s) of the land.	<u>Terence David Haslam of 58 Jenson Road Bracebrid</u> Lincoln Dawn Silson of 25 Kent Street Lincoln a	lge Heat Ind Paul
(3) If desired or other- wise as the case may be.	Banyard of 30 Hood Street Lincoln (hereinafter called "the Transferor(s)") (?) xtx kaneficial xxxxxx(s) hereby transfer(s) to:	
(See rules 76 and 77). (4) Insert in BLOCK LETTERS full name(s), postal address(es) and occupation(s) of transfer- ee(s) for entry on the register. (5) On a transfer to a	(4) MICHAEL BARRY PEAK and PHILOMENA ELIZABETH PEAK both of 40 Farrington Crescent Lincoln	'n
 (3) On a transfer to a Company registered under the Companies Acts insert here the Companies registration number if entry thereof on the register is desired. (6) See notes as to plan on page 4. 	(hereinafter called "the Transferee(s)") (*) (Company registration number	
	the land shown and edged with red on the (*) plan bound up within and known as <u>land at the rear of 40 Farrington Crescent Line</u>	oln
	being part of the land comprised in the title above mentioned. TOGETHER WIT the easement specified in the first schedule he	H
		[OVER

(7) Or otherwise as the case may require e.g., on a single transfer "the remainder of the land comprised in the tule above mentioned"

(8) Strike out words in nalics if not required The Transferee(s) hereby covenant(s) with the Transferor(s) so as to benefit (7) the land edged with blue on the plan bound up within or any part or parts thereof and so far as to bind the land hereby transferred (*) into whosesoever hands the same may come but not so as to render the Transferee(s) personally liable in damages for any breach of a restrictive covenant after he/they shall have parted with all interest in the land hereby transferred as follows:

but except and reserving the easements and other rights specified in the Second Schedule hereto and the Transferees hereby covenant with the Transferors for the benefit of the remainder of the land comprised

in the above mentioned title and shown edged blue on the said plan

annexed hereto and hereinafter called "the retained property" to observe and perform the restrictions and stipulations contained in the Third Schedule hereto with the object of affording to the Transferors a full and sufficient indemnity but not further or otherwise the Transferees hereby jointly and severally covenant with the Transferors to observe and perform the covenants and conditions contained or referred to in the Charges Register of the above title and Conveyance dated 30 March

1976 so far as the same affect the property hereby transferred and to keep the Transferors their estates and effects indemnified against all actions claims and demands in respect thereof

IT IS HEREBY AGREED and DECLARED that except as specifically granted herein the Transferees shall not become entitled to any rights which are capable of passing by Section 62 of the Law of Property Act 1925 nor under the rule in Wheeldon - Burrows.

If this space is not sufficient, additional sheets may be used, providing they are securely sewn hereto the execution and attestation should then be added at the end

-2-

FIRST SCHEDULE before referred to

- (1) full right of passing and running of water soil gas and electricity through all drains channels sewers pipes watercourses wires and gutters in or under or belonging to the relained property and used in common by the retained property and the property hereby transferred
- (2) a right to enter upon the retained property for the purpose of inspecting maintaining renewing and decorating those parts of the property hereby transferred that would be otherwise inaccessible provided always that any damage caused thereby shall be made good forthwith

SECOND SCHEDULE before referred to

- (1) the rights (which so far as not already created are hereby reserved) of the owners from time to time of the retained property or any of them and of any other persons having the like rights to the free passage and running of water soil gas and electric current from and to such property through all drains channels sewers pipes watercourses wires and gutters in or under or belonging to the property hereby transferred and used in common by the retained property and the property hereby transferred and
- (2) all rights restrictive of the free use of the Estate or the conversion or appropriation thereof for building or other purpose obstructive or otherwise
- (3) a right for the owners of the retained property to enter upon the property hereby transferred for the purpose of inspecting maintaining renewing and decorating those parts of the retained property that would be otherwise inaccessible provided always that the person exercising such right shall forthwith make good any damage caused thereby

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THIRD SCHEDULE

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- Not to use the land hereby transferred otherwise than as garden land
- (2) Not to keep any pigs or poultry on the land hereby transferred
- (3) At the Transferees own expense within 1 month from the date hereof to erect and forever hereafter maintain fencing along the boundaries marked with a T inwards on the said plan annexed hereto such fencing to be similar in height and design to the existing boundary fences of 40 Farrington Crescent aforesaid
- (4) At the Transferees own expense and sinultaneously with the completion hereof to clear a new section of footpath to the same width as the existing footpath in the approximate position as indicated in green on the said plan annexed hereto

(9) On a transfer to a sole proprietor, delete this clause. On a transfer to joint proprietors, delete the in a p propriate determine alternative.

(10) If a certificate of value for the purposes of the Stamp Act 1891 and amending Acts is not required, this paragraph should be deleted.

or series of transactions in respect of which the amount or value or aggregate amount or value of the consideration exceeds £ 30000

(10) It is hereby certified that the transaction hereby effected does not form part of a larger transaction

The transferees declare that the survivor of them (9)

money arising on a disposition of the land hereby transferred.

can

cannot

give a valid receipt for capital

(11) For			
transferor is	a co	mpan	y or
corporation.	St	rike	out
when not req	uirea	1.	

.....

Bind the plan herein

(11) For use when the transferor is a company or corporation. Strike out when not required.	(¹¹) The correspond of x	$\left(\right)$
	wastreven to rifficed with the presence of ××	\bigcirc
(12) Or other officers authorised by the articles of association, statute, charter, etc. (See footnate).	(¹⁷) Director	
	as his deed (¹²) Secretary	d by the said
(13) For use when the	(1) Signed, socied and delivered by the said	
transferor is a company or corporation. Strike out when not required. (12) Or other officers authorised by the articles of association, statute, charter, etc. (See footnote).		3 0
		(Seal)
	in the presence of	
	NamePETER STANHAM Signature P. Stel	-
	Address 7 87 LUHER CLORE	
	Occupation wood MARHINIET	
	(¹³) Signed, sealed and delivered by the said	
	TERENCE DAVID HASLAM	CHERRY WILLINGHAM LINEOLN Occupation wood MACHINIET as his deed Signed, scaled and delivered by the said
	in the presence of	~
	Name WENDY JEPSON Signature W Jeps	
	Address 77 BIRCHWOD AVE	ومعاو الملاطنة المتحدين التلاط
	FINCOLN	

Note: In the case of a company or corporation, unless the transfer has been executed in accordance with section 74 (1) of the Law of Property Act 1925, it should be accompanied by a certificate signed by the secretary or solicitor of the company or corporation that the transfer has been duly executed in accordance with the company's articles of association or the corporation's statute, charter, etc.

SECRETARY.

Occupation

1169 (14) Signed, sering and de wered by the said (14) The Transferee(s) must execute this transfer in addition to the transferor(s) DAWN SILSON Sea 1.41.2 in the presence of Name 5 Signature < Address Occupation as his deed (14) Signed, scaled and delivered by the said PAUL BANYARD Bank in the presence of ARDER Name Signature 1 SCARLE CI Address GRANGE ESTATE LNCOW CREDIT Occupation ... Signed, as their deed by the said PEAK and PEAK in the presence of 9.6 11 Beau Col

Notes as to transfers of part

1 Except as stated in note 4 below, a plan must be securely bound in the transfer in form 43. This plan, showing clearly the position and extent of the part transferred, should be drawn to a suitable scale, usually of not less than 1/2500. Where necessary, the part transferred should be related by means of figured dimensions to the physical features existing on the ground and shown by firm black lines on the official plan of the transferror's registered title: these may be, for example, road junctions or walls or fences.

2. The transfer plan must be signed by the transferor(s); if a company or corporation, its common seal should be impressed on the transfer plan and attested. The transfer plan must also be signed by the transferee(s) or his or their solicitor(s) (r. 79 of the Land Registration Rules 1925).

3. It will greatly facilitate the registration of the transfer if the preceding application in form 94B for an official search is supported by a plan identical with that intended to be bound in the transfer itself.

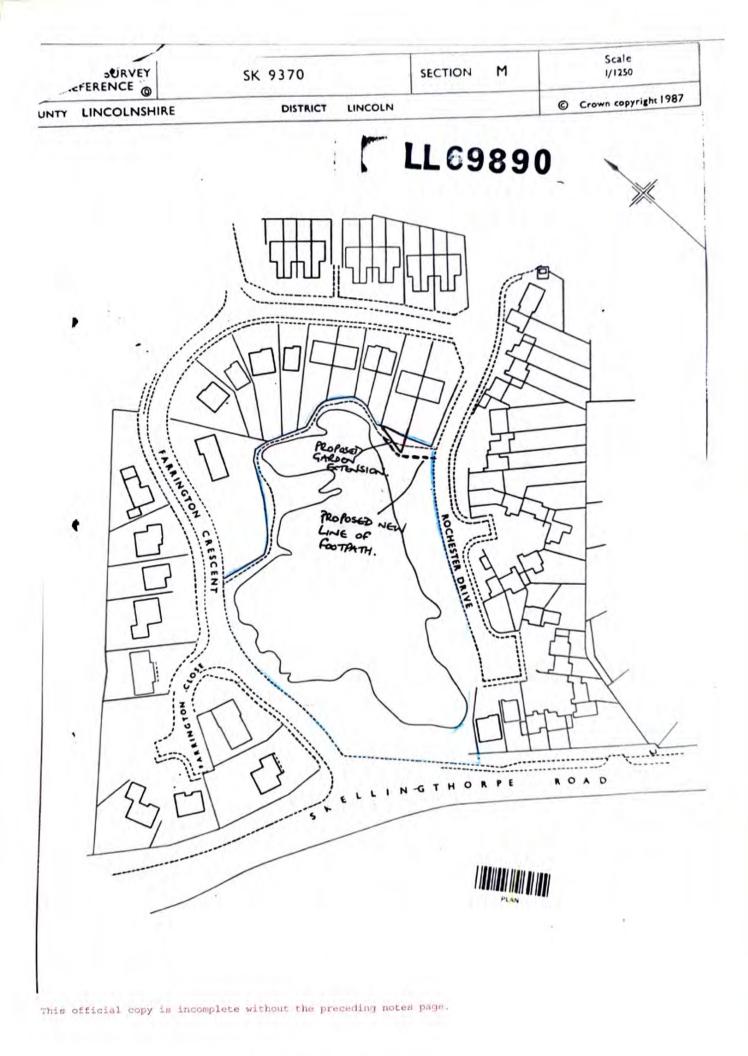
4. Neither the application in form 94B nor the transfer in form 43 need include a plan when the part transferred is already clearly defined by means of a colour or number reference on the official plan of the transferor's registered title. It is then permissible to define the part being transferred merely by referring in the form 94B or the form 43 to the colour or number shown on that official plan.

5. Transferors should urge their transferees:

- (a) to apply for an official search in form 94B not less than 3 or 4 days before the date arranged for the completion of the transfer, and
- (b) to register the transfer immediately after it has been completed, particularly when there are other pending transactions affecting the transferor's registered title.

6. The application (form A5) to register the transfer must be accompanied, not only by the original transfer, but also by a certified true copy of the transfer including the plan (r 135 of the 1925 Rules).

The Solicitors' Law Stationery Society plc, 24 Gray's Inn Road, London WCIX 8RH 3 36 F6404 5061203



Item 4 – Register of Title for LL186286 (HM Land Registry)



Official copy of register of title

Title number LL186286

Edition date 29.06.2000

- This official copy shows the entries on the register of title on 31 JAN 2024 at 14:16:53.
- This date must be quoted as the "search from date" in any official search application based on this copy.
- The date at the beginning of an entry is the date on which the entry was made in the register.
- Issued on 31 Jan 2024.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- This title is dealt with by HM Land Registry, Kingston Upon Hull Office.

A: Property Register

This register describes the land and estate comprised in the title.

LINCOLNSHIRE : LINCOLN

- 1 The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being Land at the back of 42 Farrington Crescent, Hampton Park.
- 2 (29.06.2000) The land tinted pink on the filed plan has the benefit of the rights granted by but is subject to the rights reserved by the Transfer thereof dated 17 May 2000 referred to in the Charges Register.
- 3 (29.06.2000) The land tinted blue on the filed plan has the benefit of the rights granted by but is subject to the rights reserved by the Transfer thereof dated 17 May 2000 referred to in the Charges Register.

B: Proprietorship Register

This register specifies the class of title and identifies the owner. It contains any entries that affect the right of disposal.

Title absolute

- 1 (29.06.2000) PROPRIETOR: MICHAEL BARRY PEAK and PHILOMENA ELIZABETH PEAK of 40 Farrington Crescent, Hampton Park, Lincoln LN6 7YG.
- 2 (29.06.2000) The price stated to have been paid on 17 May 2000 was £500.

C: Charges Register

This register contains any charges and other matters that affect the land.

1 (26.06.1991) The land tinted blue on the filed plan is subject to the following rights granted by a Transfer of land adjoining the northwestern boundary thereof dated 19 June 1991 made between (1) Brian Bee and others and (2) Michael Barry Peak and Philomena Elizabeth Peak:-

C: Charges Register continued

TOGETHER WITH the easement specified in the first schedule hereto

FIRST SCHEDULE before referred to

(1) full right of passing and running of water soil gas and electricity through all drains channels sewers pipes watercourses wires and gutters in or under or belonging to the retained property and used in common by the retained property and the property hereby transferred

(2) a right to enter upon the retained property for the purpose of inspecting maintaining renewing and decorating those parts of the property hereby transferred that would be otherwise inaccessible provided always that any damage caused thereby shall be made good forthwith.

(29.06.2000) A Transfer of the land tinted pink on the filed plan dated 17 May 2000 made between (1) Simons Homes Limited and (2) Michael Barry Peak and Philomena Elizabeth Peak contains restrictive covenants.

NOTE: Copy in Certificate.

(29.06.2000) A Transfer of the land tinted blue on the filed plan dated 17 May 2000 made between (1) Brian Bee and others and (2) Michael Barry Peak and Philomena Elizabeth Peak contains restrictive covenants.

NOTE: Copy in Certificate.

End of register

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Item 5 –Official Copy of Title Plan for LL186286 (HM Land Registry)





Item 6 – Transfer of Land Documentation for LL186286

ransfer of part f registered title(s)	
Stamp Duty	vided for in a panel, use continuation sheet CS and staple to this form)
	GSTON - UPON -HULL DLR
2	2 9 JUN 2000
	RECEIVED
Place "X" in the box that applies	and complete the box in the appropriate certificate.
Instruments) Regulation	
× respect of which the ar	ransaction effected does not form part of a larger transaction or of a series of transactions in mount or value or the aggregate amount or value of the consideration exceeds the sum of
£60,000.00	nich the Bronesty is here from a first black if set at a sintered
LL10051	nich the Property is transferred (leave blank if not yet registered)
3. Other title number(s) aga	inst which matters contained in this transfer are to be registered (if any)
	sert address, including postcode, or other description of the property transferred. Any es and minerals, should be defined. Any attached plan must be signed by the transferor and by or on
	· · · · · · · · · · · · · · · · · · ·
behalf of the transferee.)	the rear of 42 Farrington Grocoopt Hampton Park Lincoln
	the rear of 42 Farrington Crescent Hampton Park Lincoln
A piece of land at t	the rear of 42 Farrington Crescent Hampton Park Lincoln
A piece of land at t	
A piece of land at t	ce "X" in the box that applies and complete the statement)
A piece of land at t The property is defined: (place x on the attached plan and coloured yellow	ce "X" in the box that applies and complete the statement)
A piece of land at t The property is defined: (place x on the attached plan and coloured yellow	ce "X" in the box that applies and complete the statement) ad shown (state reference e.g. "edged red") ad plan(s) and shown (state reference e.g. "edged and numbered 1 in blue")
A piece of land at the The property is defined: (place x on the attached plan and coloured yellow on the Transferor's file 5. Date	ce "X" in the bax that applies and complete the statement) id shown (state reference e.g. "edged red")
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A piece of land at the The property is defined: (place x on the attached plan and coloured yellow on the Transferor's file 5. Date 5. Date 6. Transferer (give full names BRIAN BEE TERENCE IN 7. Transferee for entry on a use an SC prefix. For foreign MICHAEL BARRY PEAK a Unless otherwise arranged with L will be required if it is a body corp 8. Transferee's intended add	ce "X" in the box that applies and complete the statement) ad shown (state reference e.g. "edged red") ad plan(s) and shown (state reference e.g. "edged and numbered 1 in blue") Image:
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I

Rights reserved for the benefit of other land (the land having the benefit should be defined, if necessary by reference to a plan) There is excepted and reserved for the benefit of the Retained Land the following rights :

(1) The rights (which so far as not already created are hereby reserved) of the owners from time to time of the Retained Land or any of them and of any other persons having the like rights to the free passage and running of water soil gas and electric current from and to the Retained Land through all drains channels sewers pipes watercourses wires and gutters in or under or belonging to the property hereby transferred and used in common by the Retained Land and the property hereby transferred

(2) All rights restrictive of the free use of the Retained Land for the conversion or appropriation thereof for building or other purposes obstructive or otherwise

(3) A right for the owners of the Retained Land to enter upon the property hereby transferred for the purposes of inspecting maintainng renewing and decorating those parts of the Retained Land that would be otherwise inaccessible provided always that the person exercising such right shall forthwith make good any damage caused thereby

Restrictive covenants by the Transferee (include words of covenant)

The Transferees hereby jointly and severally covenant with the Transferor and its successors in title for the benefit of the Retained Land and each and every part of it to the intent that the burden of such covenant may run with and bind the land hereby transferred and that the benefit of such covenants may be annexed to and run with the Transferor's retained land and every part thereof:

 Not to use the land hereby transferred otherwise than as garden land or for the erection of a garage AND NO SUCH ERECTION SHALL BE COMMENCED WITHIN A PERIOD OF FINE YEARS FROM THE DATE HEREOF RO DO BB.T.D.H.
 Not to keep any pigs or poultry on the land hereby transferred

(3) At the Transferees' own expense within two months from the date hereof to erect and forever hereafter maintain fencing along the boundaries marked with a 'T' inwards on the plan annexed hereto such fencing to be similar in height and design to the existing boundary fences of 40 Farrington Crescent aforesaid

(4) At the Transferees' own expense and simultaneously with the date hereof to clear a new section of footpath to the same width as the existing footpath in the approximate position as indicated in green on the plan annexed hereto

(5) Not at any time hereafter to sell the property hereby transferred separately or on its own without the same being comprised in the sale of the whole property in the Transferees' ownership being 40 Farrington Crescent without firt obtaining the permission of the Transferors and Simons Homes Limited of Witham Park House

REMARKING AND AND A CONTRACT AND A CONTRACT

LRIPHY

14. The Transferors and all other necessary parties (including the proprietors of all the titles listed in punel 3) should execute this transfer as a deed using the space below and sign the plan. Forms of execution are given in Schedule 3 to the Land Registration Rules 1925 If the transfer contains transferees' covenants or declarations or contains an application by them (e g for a restriction), it must also be executed by the Transferees SIGNED as a Deed by the said BRIAN BEE in the presence of : Reland SCARLE CLOSE NEBOB CREDIT CONTROLLER LINCOL SIGNED as a Deed by the said TERENCE DAVID HASLAM in the presence of : inlini Collage 3300 hanor con LN2 25H 5. SIGNED as a Deed by the said DAWN SILSON in the presence of : ACCOUNTS CLERK 76 WOLSEY WAY GLEBE PHEK R. Bangard LINCOLN LN2 45 SIGNED as a Deed by the said PAUL BANYARD in the presence of : Basteret AUE 38 RIVERAL WELTOU Liwcs LNZ 3LH CANTERN SUPERDISON SIGNED as a Deed by the Transferees in the presence of ; mosiond IDale + Co Beaumont Fee Lncoln. 1999 Edition 5.99 Oyez " Spe Road, Lendon SE16 3QQ Crown copyright LR/SC/11 LRTPI/4

Continuation sheet for use with application and disposition forms

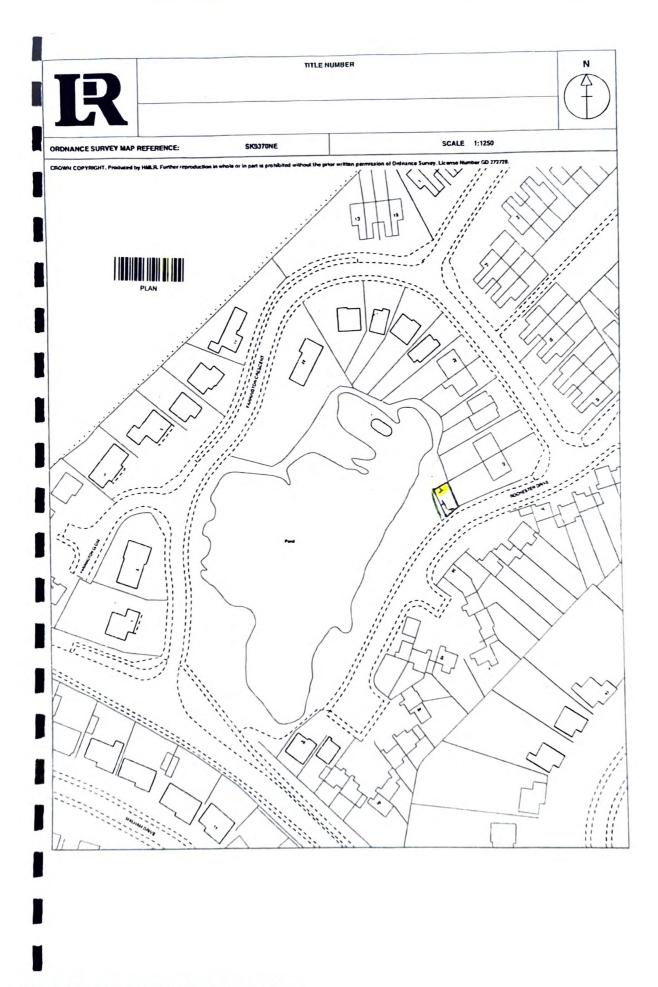
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Item 7 – Site Image Record 2009 and 2012

Image dated September 2012 from Rochester Drive towards the site (Source: Google.com/maps).



Image dated September 2012 from Rochester Drive towards the site (Source: Google.com/maps).

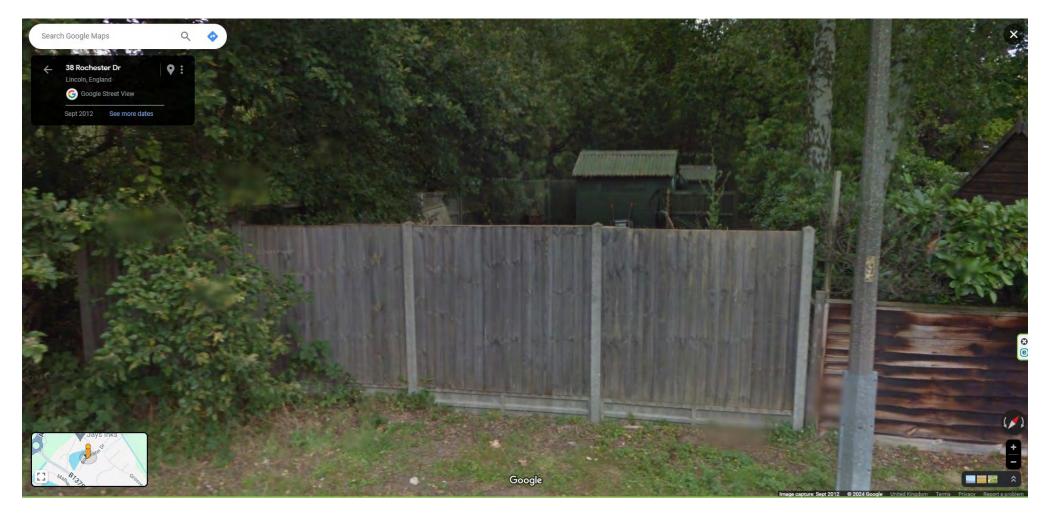


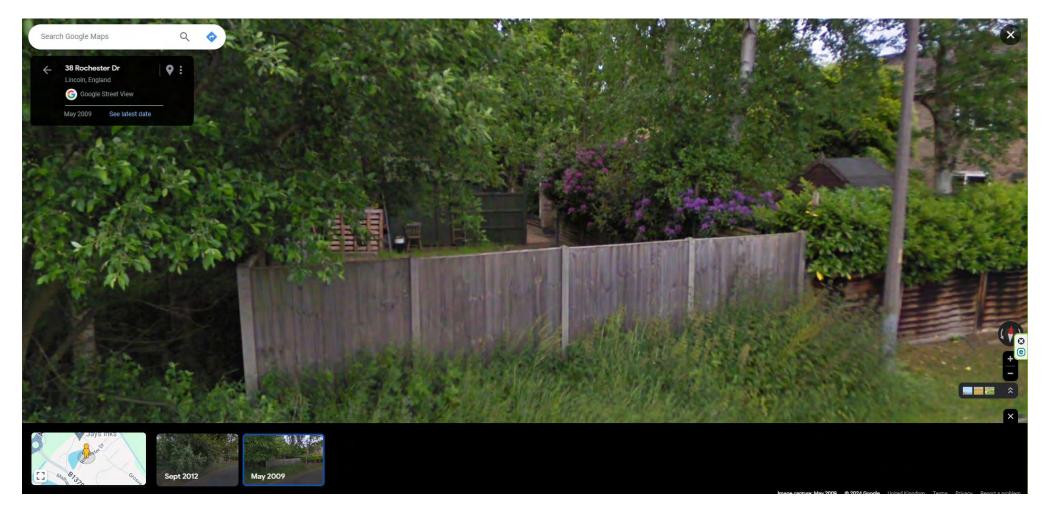
Image dated May 2009 from Rochester Drive towards the site (Source: Google.com/maps).



Image dated May 2009 from Rochester Drive towards the site (Source: Google.com/maps).



Image dated May 2009 from Rochester Drive towards the site (Source: Google.com/maps).



Item 8 – Site Image Record 2024





