

DATED 28th January 2026

- (1) CHURCHILL LIVING LIMITED
- (2) HANSON QUARRY PRODUCTS EUROPE LIMITED
- (3) DAVID GEORGE WESTON and RACHAEL ANN WESTON
- (4) NATIONAL WESTMINSTER BANK PLC
- (5) DORSET COUNCIL

AGREEMENT

Under section 106 of the Town and Country Planning Act 1990
relating to Land to rear of 156-172 South Street, Bridport DT6 3NP

PLANNING APPLICATION REF: P/FUL/2024/04613

PLANNING APPEAL REFERENCE: APP/D1265/W/25/3372602

SHOOSMITHS

Shoosmiths LLP
Forum 5
The Forum
Parkway
Whiteley
Fareham
PO15 7PA

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THIS AGREEMENT is made on

28th January

2026

BETWEEN:

1. **CHURCHILL LIVING LIMITED** (Company Regn No. 06260373), of Churchill House, Parkside, Ringwood, Hampshire, BH24 3SG (the “**Applicant**”);
2. **HANSON QUARRY PRODUCTS EUROPE LIMITED** (Company Regn No. 00300002) of Second Floor, Arena Court, Crown Lane, Maidenhead SL6 8QZ (the “**First Owner**”); and
3. **DAVID GEORGE WESTON and RACHAEL ANN WESTON** of [REDACTED] (the “**Second Owner**”);
4. **NATIONAL WESTMINSTER BANK PLC** (Company Regn No. 929027) whose registered office is at 250 Bishopsgate, London EC2M 4AA and whose address for service is Credit Documentation, 1 Spinningfields Square, Manchester M3 3AP (the “**Mortgagee**”)
5. **DORSET COUNCIL** of Dorset Council, County Hall, Colliton Park, Dorchester, Dorset, DT1 1J (the “**Council**”)

BACKGROUND

- (A) For the purposes of the 1990 Act, the Council is the local planning authority for the area within which the Site is located.
- (B) The First Owner is the freehold owner of that part of the Site registered at HM Land Registry under Title Number DT399092 free from encumbrances that would prevent the Applicant from entering into this Agreement subject to an option to purchase dated 22 December 2023 in favour of the Applicant.
- (C) The Second Owner is the freehold owner of that part of the Site registered at HM Land Registry under Title Number DT255329 free from encumbrances that would prevent the Applicant from entering into this Agreement subject to a legal charge dated 29 May 2002 in favour of the Mortgagee.
- (D) Pursuant to the Planning Application the Applicant applied to the Council for full planning permission for the Development.
- (E) By notice of refusal dated 21 March 2025 the Council refused to grant the Planning Permission for the reasons set out in the notice. The Applicant has made the Planning Appeal and enters into this Agreement to the intent that any objections of the Council or the Secretary of State to the grant of planning permission are overcome.

The parties agree as follows:

1 DEFINITIONS

In this Agreement, unless the context otherwise requires, the following definitions apply:

- | | |
|--|--|
| “ 1990 Act ” | the Town and Country Planning Act 1990; |
| “ Affordable Housing Contribution ” | the sum of £500,000 (five hundred thousand pounds) Index Linked to be paid by the Owners towards the provision of Off-Site Affordable Housing; |
| “ Charge Holder ” | means any mortgagee or chargee of the Site (or any part of the Site) from time to time or the successors in title to such |

mortgagee or chargee or any receiver or manager appointed by such mortgagee or chargee;

“Commencement Date” the date on which the Development commences by the carrying out on the Site pursuant to the Planning Permission of a material operation as specified in section 56(4) of the 1990 Act other than (for the purposes of this Agreement and no other);

(a) site investigations or surveys;

(b) archaeological works;

(c) site decontamination;

(d) the demolition of any existing buildings or structures

(e) excavation works;

(f) the clearance or re-grading of the Site

(g) the erection of hoardings and fences;

(h) works connected with infilling;

(i) works for the provision or diversion of drainage or mains services to prepare the Site for development; or

(j) the construction of access and service roads;

and **“Commence”**, **“Commencement”** and **“Commenced”** shall be construed accordingly;

“Committed” subject to a contract or other legally binding obligation;

“Development” redevelopment to form Retirement Living accommodation comprising 48 apartments, 25 cottages communal facilities, access, car parking and landscaping to create an integrated retirement community as detailed in the Planning Application;

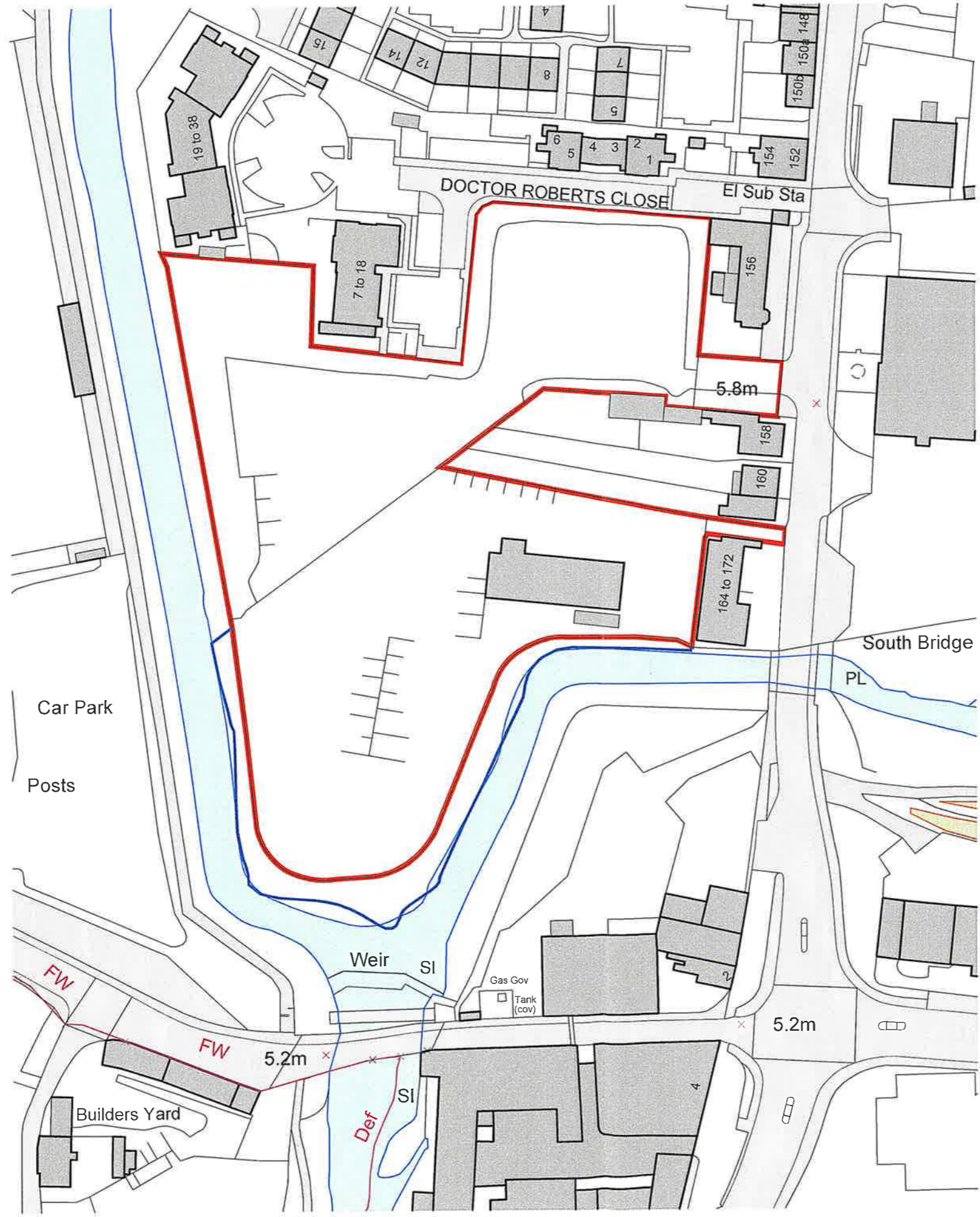
“Dwelling” a unit of residential accommodation comprised within the Development and **“Dwellings”** shall be construed accordingly;

“Expert” a person having appropriate qualifications and local knowledge and experience in the matters in dispute as agreed by the Relevant Parties or failing agreement such person as is nominated by the President for the time being of the Royal Institution of Chartered Surveyors on the application of the Relevant Parties;

“Index” the All in Tender Price Index published by the Building Cost Information Service of the Royal Institute of Chartered Surveyors or any successor organisation.

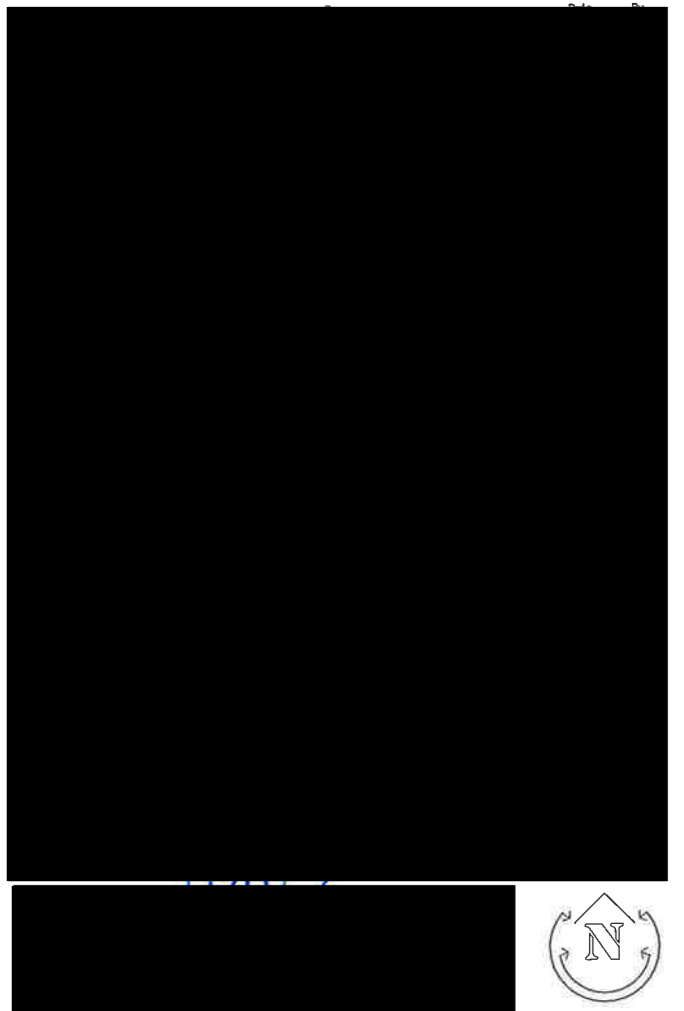
“Index Linked”	an adjustment in the amount of any of the sums paid under this Deed in accordance with the provisions set out in Clause 11 and “Index Linking” shall be similarly construed;
“Inspector”	the inspector appointed by the Secretary of State to determine the Planning Appeal;
“Interest”	interest at 4 per cent above the base lending rate published by National Westminster Bank Plc from time to time or if such rate shall not be published at any time such other comparable rate of interest as the Council may then in writing specify having regard to interest rates current at such time;
“Occupation”	occupation of the Development for the purposes permitted by the Planning Permission but not occupation for the purposes of construction, fitting out or decoration for marketing or display purposes or in connection with security operations and “Occupy” , “Occupied” and “Occupying” shall be construed accordingly;
“Off-Site Affordable Housing”	social rented, affordable rented and intermediate housing, provided to eligible households whose needs are not met by the market and as defined in the National Planning Policy Framework December 2024 or any such successor national planning policy;
“Owners”	means both the First Owner and the Second Owner;
“Plan”	the plan attached to this Agreement;
“Planning Appeal”	the planning appeal submitted by the Applicant under Section 78 of the 1990 Act in respect of the Council’s refusal of the Planning Application which has been given reference APP/D1265/W/25/3372602;
“Planning Application”	the application for full planning permission for the carrying out of the Development made by the Applicant on 9 August 2024 validated on 27 September 2024 given the reference P/FUL/2024/04613 by the Council;
“Planning Permission”	the full planning permission that may be granted by the Inspector or the Secretary of State for the Development in pursuance of the Planning Application following the completion of this Agreement or any variation to that permission granted pursuant to Section 73 of the 1990 Act;
“Relevant Parties”	the parties to this Agreement;
“Reptile Translocation Agreement”	the Agreement dated 4 September 2025 made between [REDACTED] and Churchill Living Ltd (2) relating to land on the west side of Slape Hill, Netherbury, Bridport a copy of which is annexed to this Deed;

C:\Users\Kieron\OneDrive - Churchill Retirement Living\OneDrive\Design\SW Sites\3 Sites\3.1 SW Sites\Bridport - Hanson and Phillips Depot\PLANNING\4.APPLICATION\BRIDPORT Location Plan



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REVISIONS



© CHURCHILL LIVING

planning issues
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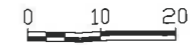
Client
Churchill Living
Your lifestyle • Your choice

Project Title
Proposed Retirement Living Apartments
Hanson and Phillips Depot
Bridport
DT6 3NP

Drawing Title
LOCATION PLAN
PLANNING APPLICATION

Scale 1:1000 @ A3 Date JUNE 2024
Drawn KR Checked RJ
Drawing No. Rev.
10128BP - PA00

PLOT DATE: 4 August 2024



“Secretary of State” the Secretary of State for Housing, Communities and Local Government (or such successor Secretary of State or minister of state who shall assume the same decision-making powers from time to time)

“Site” the land to rear of 156-172 South Street, Bridport DT6 3NP shown edged in red on the Plan against which this Agreement may be enforced.

2 INTERPRETATION

- 2.1 The clause headings in this Agreement are for reference only and do not affect its construction or interpretation.
- 2.2 References to clauses and Schedules are to the clauses and Schedules of this Agreement, unless stated otherwise.
- 2.3 A reference to a paragraph is to the paragraph of the Schedule in which the reference is made, unless stated otherwise.
- 2.4 Words importing one gender include any other genders and words importing the singular include the plural and vice versa.
- 2.5 A reference to a person includes a reference to a firm, company, authority, board, department or other body and vice versa.
- 2.6 Unless this Agreement states otherwise, any reference to any legislation (whether specifically named or not) includes any modification, extension, amendment or re-enactment of that legislation for the time being in force and all instruments, orders, notices, regulations, directions, byelaws, permissions and plans for the time being made, issued or given under that legislation or deriving validity from it.
- 2.7 References to the Site include any part of it.
- 2.8 References to any party in this Agreement include the successors in title of that party and in the case of the Council include any successor local planning authority exercising planning powers under the 1990 Act.
- 2.9 References to “including” means “including, without limitation”.
- 2.10 Any covenant by the Applicant and/or the Owners not to do any act or thing includes a covenant not to permit or allow the doing of that act or thing.
- 2.11 Where two or more people form a party to this Agreement, the obligations they undertake may be enforced against them all jointly or against each of them individually.
- 2.12 If any provision is held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remainder of this Agreement shall be unaffected.

3 LEGAL EFFECT

- 3.1 This Agreement constitutes a Deed and is made pursuant to section 106 of the 1990 Act and section 2 of the Localism Act 2011 and all other enabling powers and enactments that are relevant.

- 3.2 To the extent that they fall within the terms of section 106 of the 1990 Act, the obligations contained in this Agreement are planning obligations for the purposes of section 106 of the 1990 Act with the intent that they bind the Site and are enforceable by the Council.
- 3.3 The Council is the local planning authority having the power to enforce the planning obligations contained in this Agreement against the Owners and/or the Mortgagee subject to clause 6.1 below but without prejudice to all and any other means of enforcing them at law or in equity or by statute and a planning obligation not to do any act or thing includes an obligation not to cause or permit or suffer that act or thing to be done by any other person.
- 3.4 No person constituting the Owners will be liable for breach of a covenant restriction or obligation contained in this Agreement after he has parted with all the interest in the Site or the part in respect of which such breach occurs but without prejudice to liability for any subsisting breach of covenant prior to parting with such interest
- 3.5 This Agreement will be registered as a local land charge by the Council.
- 3.6 No Charge Holder shall have any liability under or in connection with this Deed unless and until it takes possession of the Site or the relevant part of it (and it shall not be liable for any pre-existing breach arising prior to the date it enters into possession nor for any breach after it has parted with or released its interest in the Site).
- 3.7 Nothing in this Agreement:
- 3.7.1 prohibits or limits the right to develop any part of the Site in accordance with a planning permission, other than one relating to the Development as specified in the Planning Application, granted after the date of this Agreement, whether or not pursuant to an appeal;
- 3.7.2 shall be construed as restricting the exercise by the Council of any powers exercisable by it under the 1990 Act or under any other Act in the exercise of their functions as a local authority.
- 3.8 The obligations in this Agreement will not be enforceable against:
- 3.8.1 the individual owners or occupiers or mortgagees of any Dwellings constructed on the Site pursuant to the Planning Permission nor anyone deriving title from such owners, occupiers or mortgagees nor against anyone whose only interest in the Site is in the nature of the benefit of an easement or covenant.; or
- 3.8.2 a statutory undertaker after the transfer of statutory apparatus (and any land upon or in which the statutory apparatus is situated or is to be situated) by the Owners to that statutory undertaker.
- 3.9 This Agreement shall cease to have effect if in determining the Planning Appeal, the Secretary of State or the Inspector expressly states in his decision letter that this Agreement does not comply with regulation 122 of the Community Infrastructure Levy Regulations 2010.
- 3.10 If in determining the Planning Appeal, the Secretary of State or the Inspector expressly states in his decision letter that any individual obligation within this Agreement does not comply with regulation 122 of the Community Infrastructure Levy Regulations 2010 that/those obligations(s) will cease to have effect.

4 COMMENCEMENT

4.1 This Agreement will take effect on the date hereof but for clause five which shall take effect on the Commencement Date.

5 OBLIGATIONS OF THE PARTIES

5.1 The Owners covenant to comply with the obligations expressed to be on their part set out in Schedule 1 in relation to the Development.

5.2 The Council covenants to comply with the obligations expressed to be on its part set out in Schedule 2.

5.3 Within 28 (twenty-eight) days of a request from the Owners the Council will certify whether or not an obligation under this Agreement has been satisfied and if not the steps that are required to be taken in order to secure its satisfaction provided that where such obligation is an ongoing obligation this clause shall not apply.

5.4 The Council agrees that upon the Owners' obligations under this Agreement being satisfied and upon receipt of a written request by the Owners the Council will remove all relevant entries relating to this Agreement from the Local Land Charges Register.

6 MORTGAGEE'S CONSENT

6.1 The Mortgagee acknowledges and declares that this Agreement has been entered into by the Second Owner with its consent and that the Second Owner's part of the Site shall be bound by the obligations contained in this Agreement and that the security of the mortgage over the Second Owner's part of the Site shall take effect subject to this Agreement PROVIDED THAT the Mortgagee shall otherwise have no liability under this Agreement unless it takes possession of all or any part of the Site in which case it too will be bound by the obligations as if it were a person deriving title from the Second Owner.

7 TERMINATION OF THIS AGREEMENT

7.1 This Agreement will come to an end if:

7.1.1 the Planning Permission is quashed or revoked before the Commencement Date; or

7.1.2 the Planning Permission expires before the Commencement Date without having been implemented;

7.1.3 the Planning Appeal is dismissed; or

7.1.4 in determining the Planning Appeal the Secretary of State or the Inspector states in his decision letter that this Agreement is not a material planning consideration or that no weight can be attached to the deed in determining the Planning Appeal.

8 NOTICES

8.1 Any notices to be served on the Council under the provisions of this Deed shall be served on and marked for the attention of the Corporate Director for Planning unless otherwise provided for in a particular clause or paragraph in this Deed.

8.2 For the avoidance of doubt this clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution which shall be served on the Solicitor to the Council at the Council's address.

8.3 The Owners shall serve advance notice on the Council at least 8 Working Days prior to the

Commencement of Development.

- 8.4 The Owners shall not Commence Development until they have served the notice under clause 8.3.

9 DETERMINATION OF DISPUTES

- 9.1 Any dispute relating to or arising out of the terms of this Agreement shall be referred to the Expert for determination of that dispute provided that the provisions of this clause shall be without prejudice to the right of any party to seek the resolution of any matter relating to this Agreement by the courts and/or in accordance with Section 106(6) of the 1990 Act
- 9.2 The Expert shall be appointed jointly by the Relevant Parties who are in dispute
- 9.3 The decision of the Expert shall be final and binding upon the Relevant Parties who are in dispute and subject to the following provisions:
- 9.3.1 the charges and expenses of the Expert shall be borne equally between the Relevant Parties who are in dispute unless the Expert shall otherwise direct;
- 9.3.2 the Expert shall give the Relevant Parties who are in dispute an opportunity to make representations and counter representations to him before making his decision;
- 9.3.3 the Expert shall make his decision within the range of any representations made by the Relevant Parties who are in dispute themselves;
- 9.3.4 where there is a dispute as to the amount of any contribution the Owners shall pay its estimate of such contribution to the Council at the time specified in this Agreement and shall pay any difference between that figure and the amount determined by the Expert within 20 working days of the Expert's decision together with Interest thereon calculated (in accordance with this Agreement) from the date the payment was required until the date it is made

10 DEVELOPER'S CONSENT

- 10.1 The Applicant consents to its interest in the Site being bound by the obligations contained in this Agreement PROVIDED THAT the Applicant shall not be liable for the performance or non-performance of the covenants in this Agreement relating to the Site unless or until it acquires a legal interest in the relevant part of the Site or is carrying out the Development.

11 INDEXATION

- 11.1 All sums of money payable to the Council under this Deed shall be increased (as at the date or dates on which each payment is made) in accordance with the following formula:

$$C = \text{£}Y \times \frac{B}{A}$$

where:

- A** is the value of the Index specified in the provision concerned or, if none is specified, the Index, last published before the date of the Planning Permission
- B** is the value of such Index last published before the date on which the payment in question is made;

C is the sum in question after application of this formula; and

£Y is the sum to which this formula is applied;

provided that if the Index shall cease to exist, there shall be substituted such other index of building costs as shall be specified by the Council and provided further that if the application of this calculation produces a reduction in the sum in question, such sum shall remain unchanged.

12 CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

12.1 The parties to this Agreement do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it provided that the exclusion of the said Act shall not prevent all or any future successors in title to any of the parties to this Agreement from being able to benefit from or to enforce any of the provisions of this Agreement.

13 JURISDICTION

13.1 This Agreement shall be governed by the laws of England and Wales and the Courts of England shall have sole jurisdiction in respect of the construction of this Agreement and as to the respective rights and liabilities of the parties.

14 INTEREST

14.1 If any sum due under this Agreement is paid late Interest will be payable from the date the payment is due to the date of payment.

15 FEES

15.1 The Applicant covenants with the Council to pay to the Council prior to the date hereof the Council's reasonable legal fees for the preparation, negotiation and completion of this Agreement.

IN WITNESS of which this document has been duly executed as a deed and delivered on the date stated at the beginning of this document.

SCHEDULE 1

Owners' Obligations

1 CONTRIBUTIONS

1.1 The Owners covenant with the Council

1.1.1 to pay the Affordable Housing Contribution as Index Linked to the Council prior to the Commencement Date.

1.1.2 not to Commence Development unless and until they have paid the Affordable Housing Contribution as Index Linked to the Council in full.

2 REPTILE TRANSLOCATION AGREEMENT

2.1 The Owners covenant with the Council to comply with the covenants given by the Developer (as defined in the Reptile Translocation Agreement) in the Reptile Translocation Agreement.

SCHEDULE 2

Council's Obligations

- 1.1 The Council agrees to use the Affordable Housing Contribution towards the purposes set out in this Agreement and for no other purposes within 10 years of receipt of the Affordable Housing Contribution.
- 1.2 The Council agrees to repay to the party that pays the Affordable Housing Contribution any part of the Affordable Housing Contribution that has not been spent or Committed in accordance with this Agreement within 50 days of a written demand.

Signed as a deed by

CHURCHILL LIVING LIMITED

acting by:



.....

Director

.....

Director/Secretary

Signed as a deed by)

**HANSON QUARRY PRODUCTS)
EUROPE LIMITED)**

acting by:)



)
)
Authorized Signatory (Director)



)
)
Authorized Signatory (Secretary)

Signed as a deed by)

DAVID GEORGE WESTON)

acting by:)

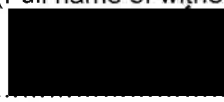


David George Weston

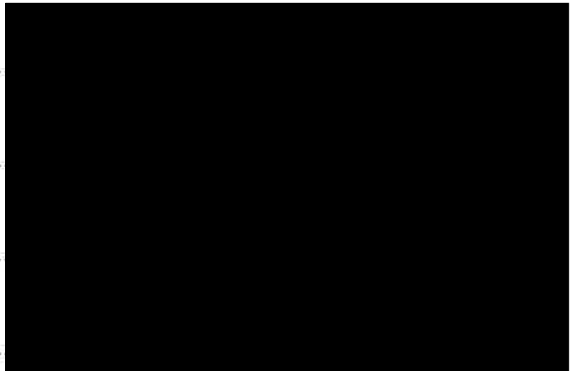
)
in the presence of:-

MATTHEW SHELLUM

(Full name of witness)



(Signature of witness)



Address

PLANNING CONSULTANT

Occupation

Signed as a deed by)
RACHAEL ANN WESTON and)
acting by:)
)
)

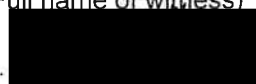


Rachael Ann Weston

in the presence of:-

MATTHEW SHELLUM

(Full name of witness)



(Signature of witness)



Address

PLANNING CONSULTANT

Occupation

Executed and Delivered as a deed)
for and on behalf of **NATIONAL WESTMINSTER**)
BANK PLC by a duly authorised Attorney)

.....

Signature of Attorney

Lucy Connor.....

Name of Attorney

in the presence of:-



Witness' Signature – Bank Employee

Executed as DEED by affixing the
COMMON SEAL of

DORSET COUNCIL

in the presence of:

)
)
)
)
)



.....
Authorised Signatory

Annex

Reptile Translocation Agreement

DATED: 4 SEPTEMBER..... 2025



and

CHURCHILL LIVING LTD

A REPTILE TRANSLOCATION AGREEMENT

in respect of land on the west side of Slape Hill, Netherbury, Bridport

THIS AGREEMENT is made the 4TH day of SEPTEMBER 2025

BETWEEN

- (1) [REDACTED] of [REDACTED] (the Owner) and
- (2) **CHURCHILL LIVING LTD** (incorporated and registered in England and Wales under company number 06260373) whose registered office is at Churchill House, Parkside, Ringwood, Hampshire BH24 3SG (the Developer)

1 Definitions and Interpretation

1.1 In this Agreement:

"Land" means the land on the west side of Slape Hill, Netherbury, Bridport registered at HM Land Registry under Title Number DT349839 as shown on the plan annexed at Annex 1 and edged red.

"Implemented" means the date on which a Development commences by the carrying out of a material operation as specified in section 56(4) of the Town and Country Planning Act 1990;

"Mitigation Measures" means the relocation of slow worms from the Property to the Release Area and the future management plan for The Land.

"Planning Application" means the planning application submitted to the local planning authority bearing the reference number P/FUL/2024/04613 for the redevelopment of the Property or such other planning application submitted for the Property by the Developer.

"Planning Permission" means the planning permission to be issued pursuant to the Planning Application (and for the avoidance of doubt includes a planning permission granted following an appeal);

"Premium" means the sum of £1,000.00 for the right to relocate slow worms from the Property on to The Land.

"Property" means the land on the south side of 162 South Street, Bridport DT6 3NP registered at HM Land Registry under Title Number DT255329 and land on the south side of Doctor Roberts Close, Bridport registered at HM Land Registry under Title Number DT399092.

"Release Area" means that part of The Land as shown on the plan annexed hereto at Annex 2 and edged red.

- 1.2 Words importing one gender shall be construed as importing any other gender.
- 1.3 Words importing the singular shall be construed as importing the plural and vice versa.
- 1.4 Words importing persons shall be construed as importing a corporate body and/or a partnership and vice versa.

- 1.5 Where any party comprises of more than one person the obligations and liabilities of that party under this Agreement shall be joint and several obligations and liabilities of those person.
- 1.6 The clause headings do not form part of this Agreement and shall not be taken into account in its construction or interpretation.
- 1.7 Any reference to a clause or a paragraph or a schedule is to one in this Agreement so numbered.

2 Agreement

- 2.1 The proposed Planning Permission to be granted pursuant to the Planning Application will require the development of the Property to be carried out in accordance with the Mitigation Measures.
- 2.2 The Developer agrees to pay the Owner the Premium within 5 working days of the date the county council's ecologist confirms to the Developer that the Land is suitable for the Developer to undertake the Mitigation Measures.
- 2.3 Subject to the Developer paying to the Owner the Premium the Owner hereby permits the Developer to undertake the Mitigation Measures on The Land.
- 2.4 Subject to payment of the Premium the Owner hereby permits the Developer from the date which is three years from the date the Planning Permission is Implemented to undertake the relocation of the slow worms from the Property to the Release Area either in whole or in phases in either case.
- 2.4 The Developer will confirm to the Owner in writing the completion of the translocation of the slow worms.

3 Restriction on Assignment

- 3.1 This Agreement may be assigned by the Developer without the consent of the Owner subject always to the Developer notifying the Owner in writing of such assignment and such assignee entering into a deed of covenant with the Owner to observe and perform the obligations contained in this Agreement.
- 3.2 The Owner may sell its interest in The Land subject always to the Owner notifying the Developer (or its successors) in writing and such buyer covenanting with the Developer and its successors in title to the Property to observe and perform the provisions of this Agreement.

4 The Owner Covenants

- 4.1 The Owner hereby grants the Developer the right at all times with or without its servants workmen or contractors together with all necessary implements tools and vehicles along routes to be defined from time-to-time by the Owner and upon reasonable notice agreed in writing between the Owner and the Developer to enter upon The Land for the purpose of undertaking the reptile Mitigation Measures.
- 4.2 The Owner covenants that it will not do or allow to be done anything upon the Release Area which may reasonably be expected to damage the wellbeing of the slow worms moved from the Property to the Release Area and that it will exercise its best endeavours to maintain the Release Area in such a condition so as to ensure the wellbeing of the

slow worms moved from the Property to the Release Area (including but not limited to occasional pulse-grazing by sheep during the relevant seasons) and in accordance with any requirements or conditions of the Planning Permission.

- 4.3 In the event that the Owner shall transfer, assent or lease the Release Area the Owner shall procure that the transferee or tenant (as the case may be) enters into a new licence with the Developer in the form of this Agreement.

5 The Developer Covenants

- 5.1 The Developer will not do or allow to be done in or upon The Land or its entrances, gates, fences, bridges, drains or hedges anything which may reasonably be expected to cause damage and that it will use reasonable endeavours to protect The Land from any damage which may arise as a result of the use and carrying out the Mitigation Measures by them or their workmen or others authorised by it in the exercise of the rights hereby granted.
- 5.2 The Developer will promptly reimburse the Owner its reasonable and properly incurred costs in making good any damage to The Land or its entrances, gates, fences, bridges, drains or hedges caused by the Developer or their workmen or others authorised by the Developer in the exercise of the rights hereby granted.

6 Nature of this Agreement

This is not a deed and has not been executed as a deed by the parties.

7 Notices

- 7.1 Any notice served by the Developer on the Owner must be sent to the Owner's address at the beginning of this Agreement and any notice served by the Owner on the Developer must be served on the registered office of the Developer.
- 7.2 Any notice served under this Agreement may be personally delivered or sent by first class recorded delivery post.
- 7.3 A notice given under this Agreement will not have been validly given or delivered if sent by e-mail unless for each and every notice where the parties wish to serve such notice by email the Developer and Owner prior to service of such notice agree by telephone that the notice may be served by email.

8 Contracts (Rights of Third Parties) Act 1999

For the purpose of the Contract (Rights of Third Parties Act 1999) it is agreed that nothing in this Agreement shall confer on any third party any right to enforce or any benefit of any term of this Agreement.

IN WITNESS whereof the parties hereto have hereunto set their hands the day and year first before written

SIGNED by and for and on behalf of

[REDACTED]

.....

SIGNED by and for and on behalf of
CHURCHILL LIVING LTD:

[REDACTED]

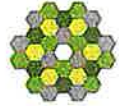
.....

GARY NEIL DAT,

Annex 1
Plan

HM Land Registry
Official copy of
title plan

Title number **DT349839**
Ordnance Survey map reference **SY4698SE**
Scale **1:2500**
Administrative area **Dorset**



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Annex 2
Plan

CHURCHILL LIVING

REV	DATE	BY



SITE ADDRESS
 Slape Hill,
 Netherbury,
 Bridport,
 DT6 5LH



Churchill Living
 Your lifestyle • Your choice

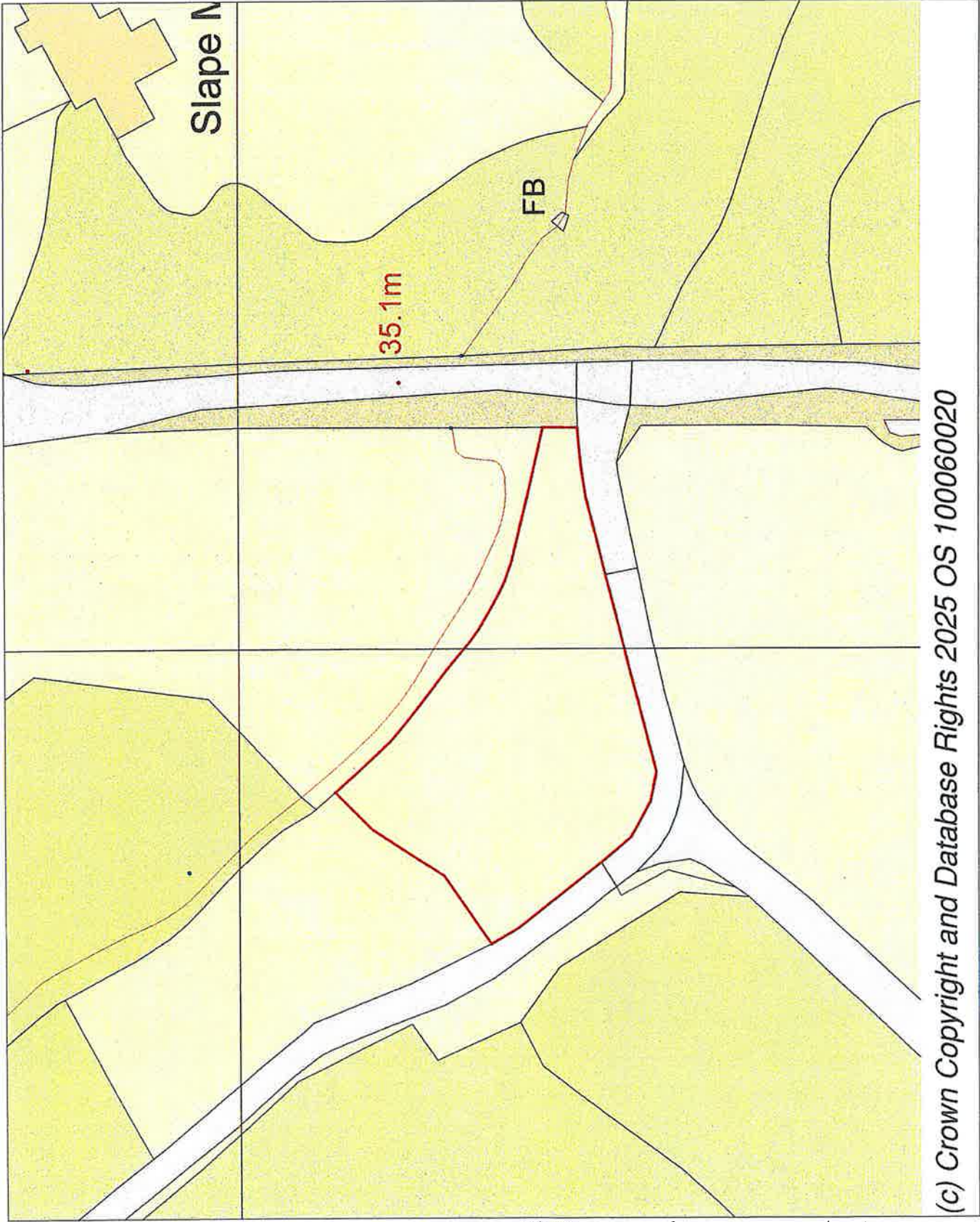
Proposed Retirement Living Apartments
 Hanson and Phillips Depot
 Bridport DT6 5NP

TRANSLLOCATION SITE LOCATION PLAN

Date	1:500 @ A3	Date	August 2025
Drawn	ED	Checked	ED
Drawn No.		Rev.	

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