



DATED 12 February 2008

**SECTION 106 AGREEMENT**  
Relating to  
Land to the Rear of Barn Close, Shebbear

Parties

Torrige District Council

And

Taffel Enterprises Inc.

And

Devon County Council

And

South West Water Limited



Riverbank House

Bideford

EX39 2QG

Tel. 01237 428 000

**trowers & hamlins**



THIS AGREEMENT is made the 12 day of FEBRUARY 2008

Two thousand and eight.

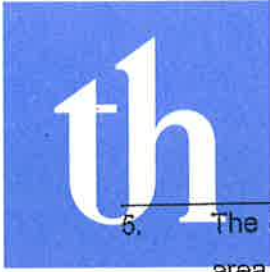
**BETWEEN:-**

- (1) **Torrige District Council** of Riverbank House, Chanters Road, Bideford, EX39 2QG ("the Council");
- (2) **Taffel Enterprises Inc** whose address for service in the United Kingdom is Sherland House, 107 Sherland Road, Twickenham, Middlesex, TW1 4HD ("the Owner").
- (3) **Devon County Council** of County Hall, Topsham Road, Exeter, Devon, EX2 4QD ("the County Council")
- (4) **South West Water Limited** (Co. Regn. No. 02366665) whose Registered Office is at Peninsula House, Rydon Lane, Exeter EX2 7HR ("the Sewerage Undertaker")

**WHEREAS:-**

1. The Council is the Local Planning Authority for the purposes of the 1990 Act for the area that includes the Site, by whom the obligations imposed by this Agreement shall be enforceable.
2. The County Council is the Local Education Authority and Highway Authority for the area which includes the Site and also a Local Planning Authority by whom the obligations contained in clauses 2.10 and 4 and Schedules 2 and 5 are enforceable
2. The Owner has by the Application applied to the Council for planning permission for the Development.
3. The Owner is the registered proprietor with Title Absolute under Title Number **DN475846** of the Site subject to the entries disclosed on the Charges Register of the said Title but otherwise free from incumbrances.
4. The ownership of the land shown edged by a green broken line on the Drawing ("the Section 228 Land") is unknown to the Owner and the County Council and on which it is proposed shall be adopted under Section 228 of the Highways Act 1980 following the procedure set out in Schedule 5.

Land to the Rear of Barn Close, Shebbear, Devon  
PL10.567



5. The Sewerage Undertaker is the statutory sewerage undertaker inter alia for the area within which the Site is situated and by whom clause 2.10 and Schedule 3 of this Agreement are enforceable where applicable.
6. The Council in exercise of its powers under the 1990 Act has resolved to grant Planning Permission for the Development subject to completion of this Agreement, which the Council considers is necessary for the satisfactory development of the Site.
7. The County Council is requiring that the Owner execute certain works upon the public highway as hereinafter described and the Council is satisfied that those works will be of benefit to the public
6. This Agreement is conditional upon the matters hereinafter referred to.

**NOW THIS DEED WITNESSES** as follows:-

1.1 In this Agreement unless the context otherwise requires the following expressions shall have the following meanings:-

- |                                                                                       |                                                                                                                                                                                                               |
|---------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>"the 1990 Act"</b>                                                                 | means the Town and Country Planning Act 1990;                                                                                                                                                                 |
| <b>"the Application"</b>                                                              | means the application for planning permission for the Development registered by the Council under the 1990 Act on the 7 <sup>th</sup> September 2006 with number 1/1945/2006/FUL;                             |
| <b>"The Council", "the County Council", "the Owner" and "the Sewerage Undertaker"</b> | respectively include their successors and assigns;                                                                                                                                                            |
| <b>"Commencement of Development"</b>                                                  | means the date upon which a material operation within the meaning of Section 56 of the 1990 Act is carried out, and similar expressions such as "Commence the Development" shall be interpreted the same way; |
| <b>"the Development"</b>                                                              | means the residential development                                                                                                                                                                             |



**"Indexation Payment"**

comprising 32 No. dwellings with associated highway and drainage infrastructure;

means any payment due in accordance with clause 4 of this Agreement.

**"the Obligations"**

means the planning obligations contained in the Schedules to this Agreement;

**"the Plan"**

means the plan attached to this Agreement;

**"Planning Permission"**

means the planning permission in the form of the draft annexed to this Agreement to be granted by the Council pursuant to the Application and the expression "Planning Permission" shall include all approvals granted under it;

**"the Site"**

means the land to the rear of Barn Close; Shebbear more particularly edged red on the Plan;

and additional expressions are defined in the Schedules in which they appear.

1.2 In this Agreement, except where the context requires otherwise:-

1.2.1 The singular includes the plural, the masculine includes the feminine, and vice versa;

1.2.2 References to clauses and schedules are to the clauses in and Schedules to this Agreement;

1.2.3 Reference to any party having an estate or interest in land affected by this Agreement shall include any successor in title of that party to that land or to any part of it;

1.2.4 Reference to any party having a statutory function referred to in this Agreement shall include any successor to that statutory function;

1.2.5 Reference to any Act or Statutory Instrument shall include any subsequent amendment or re-enactment of it;



1.2.6 Where an Obligation applies to more than one person, the liabilities shall be joint and several;

2. The Council, the County Council, the Sewerage Undertaker and the Owner hereby agree that:-

- 2.1 If the Planning Permission granted pursuant to the Application shall expire before the Development is Commenced or shall at any time be revoked this Agreement shall forthwith determine and cease to have effect;
- 2.2 Nothing in this Agreement shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than that relating to the Development as specified in the Application) granted (whether or not on appeal) after the date of this Agreement;
- 2.3 This Agreement constitutes a Local Land Charge and shall be registered as such;
- 2.4 The Council will upon the written request of the Owner at any time after the obligations of the Owner under this Agreement have been fulfilled issue written confirmation thereof.
- 2.5 Nothing in this Agreement is or amounts to or shall be construed as a planning permission or approval;
- 2.6 The County Court in whose district the Site is situated shall have full jurisdiction to hear and determine proceedings arising from or relating to this Agreement or for the enforcement of its terms or any of them;
- 2.7 This Agreement is made pursuant to Section 106 of the 1990 Act and Sections 278 and 228 of the Highway Act 1980 and is a planning obligation made with the intent to bind the Owner's estate or interest in the Site and governed by English Law;
- 2.8 None of the provisions of this Agreement is intended to or will operate to confer any benefit pursuant to the Contracts (Rights of Third Parties) Act 1999 on a person who is not named as a party to this Agreement, but for the avoidance of doubt the exclusion of the application of that Act shall not prevent all or any of the future successors in title to any of the parties



to this Deed from being able to benefit from or to enforce any of the obligations in this Deed;

2.9 The Owner and its successors in title to the Site shall only retain any liability under this Agreement whilst it or they shall retain any estate or interest in the Site, save for any breach of this Agreement occurring whilst that estate or interest was held;

2.10 The Owner hereby covenants with the Council and separately covenants with the County Council and the Sewerage Undertaker to observe and perform the Obligations contained in the Schedules, which shall bind the Site (and every part of it) as planning obligations under section 106 of the 1990 Act.

3. **General**

3.1 Upon the completion of this Agreement the Owner shall pay the reasonable legal fees of the Council, County Council and the Sewerage Undertaker in respect of the preparation and completion of this Agreement.

4. **Indexation**

Where any provision of this Agreement provides for any sum to be paid the indexation provisions of this clause shall apply and at the date or dates upon which the increased sum is to be calculated the following formula shall be used:-

$$C = \text{£}Y \times \frac{B}{A}$$

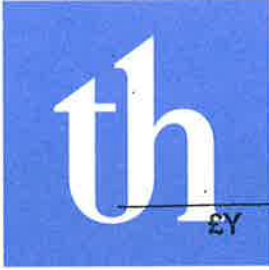
where :

A is the value of the index specified in the provision concerned or, if none is specified, the Building Cost Information Service (BCIS) provided by the Royal Institution of Chartered Surveyors, All In Tender Price Index, last published before the date of this Agreement;

B is the value of such index last published before the said calculation 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 said index shall cease to exist, there shall be substituted such other index of building costs as shall be specified by the Council, acting reasonably.

5. **Arbitration**

IN the even of any dispute arising out of Schedule 5 this Agreement that same shall be referred to a sole arbitrator 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 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 thereof.

6. **Obligations**

The Obligations imposed by this Agreement are set out in the following Schedules



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Schedule 1

Recreation Contribution

Definitions

1. In this Schedule unless the context otherwise requires the following expressions shall have the following meanings:-

**"Recreation Contribution"** means the sum of £15,572 (Fifteen Thousand Five Hundred and Seventy Two Pounds) as a commuted sum to enable the Council to provide recreation facilities in the locality.

The Obligations

2. Prior to the occupation of the first dwelling made available for occupation the Owner shall pay the Recreation Contribution together with any Indexation Payment in respect of that sum to the Council.
3. The Owner shall not occupy or permit the occupation of the first dwelling made available for occupation until the Recreation Contribution together with any Indexation Payment in respect of that sum has been paid to the Council.
4. In the event that the Owner fails to pay the account properly and duly rendered in respect of the Recreation Contribution within 14 days of dispatch of the account to the Owner, the sum due shall accrue interest at the Law Society's Interest Rate calculated on a daily basis.





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**Schedule 2**

**Education Contribution**

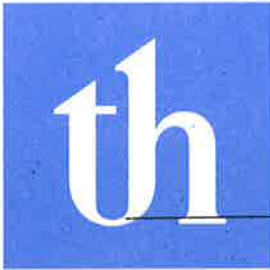
**Definitions**

1. In this Schedule unless the context otherwise requires the following expressions shall have the following meanings:-

**"Education Contribution"** means the contribution of £20,835 (Twenty Thousand Eight Hundred and Thirty Five Pounds) payable towards education facilities at Great Torrington Community School.

**The Obligations**

1. Prior to the Commencement of the Development the Owner shall pay to the County Council the Education Contribution together with any Indexation Payment in respect of that sum.
2. The Owner shall not Commence the Development or permit the Commencement of the Development until the Education Contribution together with any Indexation Payment due in respect of that sum has been paid to the County Council.
3. In the event that the Owner fails to settle the account properly and duly rendered in respect of the Education Contribution within 14 days of dispatch to the Owner, the sum due shall accrue interest at the Law Society's Interest Rate calculated on a daily basis.



Schedule 3  
*Sewerage*  
~~Drainage~~ Contributions *JW*

Part A - Definitions

1. In this Schedule unless the context otherwise requires the following expressions shall have the following meanings:-

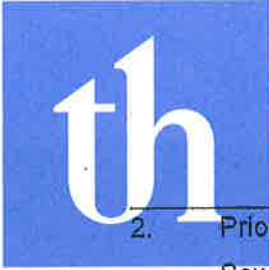
**"Modelling and Surveying Payment"** means the payment of £7,050 (Seven Thousand and Fifty Pounds), namely £6000 plus VAT, to enable the Sewerage Undertaker to carry out modelling and survey works to the existing network as necessitated by the Development.

**"Sewage Treatment Works Contribution"** The payment of ~~£63,450 (Sixty Three Thousand, Four Hundred and Fifty)~~ <sup>£70,800 (Seventy Thousand and Eighty)</sup> ~~namely £54,000~~ plus VAT to enable the Sewerage Undertaker to improve capacity at the existing Sewage Treatment Works to accommodate the increased flows and loads associated with the Development. *JW*

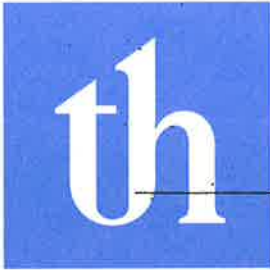
**"Sewerage Network Contribution"** The payment of £75,787.50 (Seventy Five Thousand, Seven Hundred and Eighty Seven Pounds and Fifty Pence), namely £64,500 +VAT, to enable the Sewerage Undertaker to carry out improvements to the existing sewerage network, to facilitate flows from the Development.

The Planning Obligation

1. Within 14 days from the date of this Agreement, the Owner shall pay to the Sewerage Undertaker the Modelling and Surveying Payment.



2. Prior to the Commencement of the Development, the Owner shall pay to the Sewerage Undertaker the Sewage Treatment Works Contribution and the Sewerage Network Contribution.
3. The Owner shall not Commence the Development until the Sewage Treatment Works Contribution and the Sewerage Network Contribution have been paid in full to the Sewerage Undertaker.
4. *JW* The Sewerage Undertaker shall use the Modelling and Surveying Payment for *investigative* the modelling and surveying works as necessitated by the Development.
5. The Sewerage Undertaker shall use the Sewage Treatment Works Contribution to carry out works to improve capacity and enhance existing sewage treatment works required as a result of the Development.
6. *JW* The Sewerage Undertaker shall use the Sewerage Network Contribution to carry out improvements to the existing sewage network required as a result of the Development.
7. In the event that not all of the funds are required for the works specified within this Schedule, or within a period of 5 years from the receipt of the funds there are funds remaining in the possession of the Sewerage Undertaker which have not been committed to the projects specified within this Schedule, all uncommitted sums shall be repaid to the Owner as soon as is practicable.
8. The Sewerage Undertaker shall provide a written account of the use of all funds paid under this schedule within 30 days of a written request for the same from the Owner.
9. In the event that the Owner fails to settle any account properly and duly rendered in respect of this Schedule within 14 days of dispatch of the account to the Owner, the sum due shall accrue interest at the Law Society's Interest Rate calculated on a daily basis.



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Schedule 4

Affordable Housing

**Definitions**

1. In this Schedule unless the context otherwise requires the following expressions shall have the following meanings:-

**"Affordable House"** means each individual dwelling comprising the Affordable Housing.

**"Affordable Housing"** means the 7 (Seven) Affordable Houses comprising 22% of the total number of dwelling rounded to the nearest whole number to be built pursuant to the Application and Planning Permission for persons who cannot afford to buy or rent houses generally available on the open market and being: -

- (a) a dwelling for rent at a rent which does not exceed the Affordable Rent;
- (b) a dwelling for sale at a price not exceeding the Restricted Price; or
- (c) a dwelling to be let to a purchaser as a shared Ownership House where the price paid for the equity acquired by the purchaser (either in a single purchase or a series of purchases) does not exceed the Restricted Price.

**"Affordable Housing Contribution"** means for each Affordable House, the Unrestricted Value less a sum equivalent to the amount that might have been paid by the RSL purchasing subject to the restrictions contained in this Agreement such committed sum being determined by the Proper Officer, in the absence of agreement between the Council and the Owner by the District Valuer at the Council's expense.

**"Affordable Housing Policy"** means that contained in Policy HSC2 of the Torridge District Local Plan 1997 – 2011 the Supplementary Planning Guidance



(Consultation Draft February 2003) and elsewhere to require affordable housing within residential developments where there is evidence of a community need for such housing and to control its future Occupancy.

- "Affordable Housing Scheme"** means the Affordable Housing specified in Clause 2.2 of this schedule.
- "Affordable Housing Plan"** means the Plan appended to this Agreement as Appendix 5 to this Agreement showing the location of the Affordable Housing.
- "Affordable Rent"** means a rent which does not exceed twenty five percent of the weekly average household income within the area of Torridge District Council ("Torridge").
- "Average annual household income"** means the average annual household income for families within Torridge to be notified in writing by the Proper Officer when requested to do so by the Owner.
- "Housing Need"** means a person who does not have available to him or her and could not afford (personally or jointly with other members of his or her household) to acquire or rent a home suitable for his or her needs and the needs of their household at the normal market values prevailing in the district.
- "Local Requirement"** means: -
- (a) a minimum continuous residence by a prospective owner or occupier of five years in the Parish immediately prior to the Offer Date; or
  - (b) residence by a prospective owner or occupier in the Parish for five years within the ten years preceding the Offer Date; or
  - (c) where one or both parents or guardians of a prospective owner or occupier have resided in the Parish for a minimum period of ten years prior to the Offer Date; or
  - (d) where a prospective owner or occupier has had



continuous employment in the Parish for the past five years prior to the Offer Date; or

- (e) a key worker under a scheme approved by the Council; or

and a person to whom a Mortgagee sells an Affordable House under paragraph 11 of this Schedule, shall be deemed to have a Local Requirement.

**“Offer Date”**

means the date on which the Owner first makes an offer to sell one or more of the Affordable Houses to an RSL or RSLs (as the case may be) or the date on which the Owner or Developer (as the case may be) offers to sell or grant a tenancy of an Affordable House to a tenant or purchaser, as the context requires.

**“Parish”**

means the parish of Shebbear and for the purpose of clause 6 below any immediately adjoining parish including an immediately adjoining parish in another district.

**“Proper Officer”**

means The Council's Head of Community Planning and Development Services or in his/her absence such person who is properly designated to undertake his/her duties.

**“Released Dwellings”**

means -

1. After the Owner has also satisfied the obligations in paragraphs 2.4 and 2.5, the remainder of the Unrestricted Dwellings contained on a list provided to the Council being those Unrestricted Dwelling that the Owner intends to occupy prior to the satisfaction of the obligations set out in this Agreement.
2. After the Owner has also satisfied the requirement referred to in paragraph 2.6 all the Unrestricted Dwellings
3. All the affordable houses in respect of which the Owner has paid the Affordable Housing Contribution if required





to under paragraph 8; and

4. Any Affordable House sold by the mortgagee of an RSL's interest in that Affordable House or by a receiver appointed by such a mortgagee under paragraph 11.3.1.

<b>"Rented Houses"</b>	means Affordable Housing comprising houses to be let at an Affordable Rent
<b>"Restricted Price"</b>	means the price calculated in accordance with Clause 7 of this schedule
<b>"RSL"</b>	means a Housing Association or similar organisation registered with the Housing Corporation (or successor Body) and approved by the Council (such approval not to be unreasonably withheld or delayed)
<b>"RSL Price"</b>	means the price at which the Owner shall transfer the Affordable Housing to the RSL, calculated in accordance with paragraph 3 of this schedule
<b>"Shared Ownership Houses"</b>	means Affordable Houses comprising dwellings let to purchasers on the basis that the purchaser acquires a percentage share of the equity and pays a rent to the retained equity owner in proportion to its share of the equity under a lease which has been approved by the Housing Corporation or the Proper Officer (such approval not to be unreasonably withheld or delayed)
<b>"Staircasing Payment"</b>	means any monies received by the Owner following the sale or lease of an Affordable Dwelling as a result of a tenant exercising a right to increase his share of the equity or acquisition of the freehold (and any part of such monies).
<b>"Stand Alone Construction Cost"</b>	means the cost which an RSL would incur to build the Affordable Houses if it let a separate contract to an independent contractor to be ascertained by seeking tenders from three suitable building contractors active in the area.

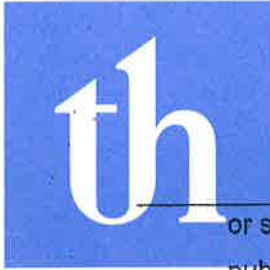


- "Torrige"** means the Administrative District of Torrige
- "Unrestricted Dwelling"** means those dwellings to be constructed on the Land other than the Affordable Houses (save to the extent provided in clause 8.1 hereof);
- "Unrestricted Value"** means the value that any Affordable House would have if it was not subject to this Agreement or any other restriction on the price at which it could be sold or the person who would occupy it.
- "Weekly Average Household Income"** means the weekly average household income within Torrige District as notified in writing from time to time by the Proper Officer.

### The Planning Obligations

#### 2. Provision of Affordable Housing

- 2.1 The Owner shall use all reasonable endeavours to enter into a contract for the sale of the Affordable Housing to a nominated RSL at the RSL Price and upon the price for the Affordable Housing being agreed or determined in accordance with paragraph 5 of this Schedule and upon the RSL having indicated in writing to the Owner its willingness to purchase the Affordable Housing at such a price within two months of such indication the Owner shall (save in the event of default on the part of the RSL) contract to sell the Affordable Housing with full title guarantee on the Standard Conditions of Sale 4<sup>th</sup> Edition to the RSL.
- 2.2 The sale shall be free from encumbrances or other obligations except for (i) that contained or referred to in the title documents relating to the Land so far as these affect the Affordable Housing and (ii) such encumbrances and obligations as the Owner has also imposed on the Unrestricted Dwellings for the proper control and management of the Development and with the benefit of full unrestricted rights of access over the road to be built to a standard required for adoption by the Highway Authority from the Affordable Houses to an adopted highway (and vice versa) and full unrestricted rights for all services in conducting media and drains

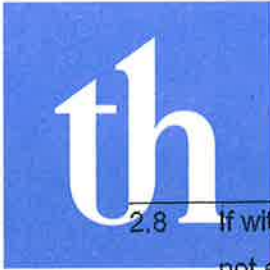


or sewers to be laid or built to a standard capable of adoption by the respective public utility companies.

- 2.3 The owner shall provide the following dwellings as Affordable Houses for rent and shared ownership :-

Plot Number	Type	Accommodation	Tenure
26	FX21B	1 Bed Flat	Rented
27	FX22B	2 Bed Flat	Rented
28	L	3 Bed House	Rented
29	G	2 Bed House	Rented
30	FX22B	2 Bed Flat	Shared Ownership
31	FX21B	1 Bed Flat	Shared Ownership
32	CH4	2 Bed Coach House	Shared Ownership

- 2.4 A contract for sale to an RSL may provide either for the sale of completed housing or for the sale of land and the construction of houses under a contemporaneous building contract between the Owner and the RSL
- 2.5 If an RSL is unable to purchase Affordable Houses within a period of 26 weeks or such longer period as shall be agreed with or directed by the Council, (agreement for such an extension of time not to be unreasonably withheld or delayed through lack of funding) and the construction of the Affordable Dwellings has not commenced then the Council may require the Owner to dispose of plots of land to the RSL for the consideration of £1 instead of the same number of Affordable Houses so long as the Owner also makes a payment in respect of the construction of the houses to the RSL such payment to be equivalent to the amount (if any) by which the Stand Alone Construction Cost exceeds the RSL Price or as otherwise agreed between the Owner and the RSL
- 2.6 Prior to the occupation of the twelfth Unrestricted Dwelling the owner shall make available all Affordable Houses ready for occupation to the satisfaction of the RSL in accordance with paragraph 2.2 of this Schedule.
- 2.7 The Owner shall not occupy or permit the occupation of the twelfth Unrestricted Dwelling until it has satisfied the requirements of paragraph 2.7 above.



2.8 If within 10 months from the Commencement of the Development the Owner has not exchanged contracts to sell the Affordable Dwellings to an RSL the Owner may give written notice to the Council that it intends to provide the Affordable Dwellings for Rent by a private landlord or for sale ("Owners Notice") and on the giving of such a notice paragraphs 4 and (as appropriate) 5 of this Schedule shall apply.

2.9 The Affordable Housing shall be constructed and completed to a minimum standard as that defined as Code 3 by a Code for Sustainable Homes published by the Housing Corporation or any such comparative document applicable at the time of the Commencement of Development.

**3. The RSL Price**

3.1 The RSL Price for each Affordable House shall be the price which represents the maximum loan which the RSL could support on the most preferential terms available to it to purchase that Affordable House for letting on a Shared Ownership scheme or as the case may be Affordable Rented basis arrangement.

3.2 If within three months from the Commencement Date no agreement on the RSL price shall have been reached the Owner or the RSL or the Council shall be entitled to refer the matter of the RSL Price which has not been agreed for decision of an independent surveyor with knowledge of the Housing Corporations systems who shall be agreed between the parties or in default of agreement within 14 days shall at the request of either party be appointed by the president for the time being of the Royal Institution of Chartered Surveyors. Within one month of his appointment such Independent surveyor shall determine the price in accordance with paragraph 3.1 of this Schedule and shall act as an expert and not as an arbitrator and his decision shall be final except where it is manifestly wrong, as agreed by both parties.

3.3 For the avoidance of doubt nothing shall prevent the Owner from continuing with the Development during the course of the negotiations in relation of the transfer of the Affordable Housing.

**4. Affordable Housing for Rent provided by a Private Landlord**

4.1 If the Owner gives and Owner's Notice under paragraph 2.9 above the Owner



- 4.1.1 shall provide those Remaining Affordable Houses comprising Rented Dwelling and which are of such size, tenure and type as identified for letting in paragraph 2[2] of this Schedule (unless otherwise agreed with the Council) under the Affordable Housing Scheme for letting at a rent not exceeding an Affordable Rent.
- 4.1.2 may contract to sell with (and thereafter sell to) a person not being an RSL those remaining Affordable Houses (or any of them) comprising Rented Dwellings as specified in the Owner's Notice for letting at a rent not exceeding an Affordable Rent;
- 4.2 Any Owner Notice served under paragraph 2.9 shall (if any of the Remaining Affordable Houses comprise Rented Dwellings) include the Owners proposals for: -
- 4.2.1 the form of tenancy for such lettings; and
- 4.2.2 procedures for renting by first and future tenants and how the Council may nominate tenants from the Councils lists for future lettings.
- 4.3 The Proper Officer may approve the proposals submitted under paragraph 4.2 of this Schedule or may seek to agree amendments to them and if agreement cannot be reached either party may refer the matter for determination under the dispute procedure.
- 4.4 The provisions of paragraph 6 of this Schedule (as appropriate) shall apply to Affordable Houses provided under this paragraph [4].
- 5. Affordable Houses for Sale**
- 5.1 If the Owner gives an Owner's Notice under paragraph 2.9 above that it intends to provide the remaining Affordable Houses for sale or long leasehold the Owner shall provide the Affordable Houses of such size tenure and type as identified for sale in paragraph 2.2 of this Schedule (unless otherwise agreed with this Council) under the Affordable Housing Scheme (other than any which it elects to provide for rent) for sale or long leasehold at a price not exceeding the Restricted Price or may alternatively let those Affordable Houses (or any of them) as Shared Ownership Houses or let them at an Affordable Rent.





5.2 The Owner Shall: -

- 4.2.1 make the Affordable Houses prescribed by this paragraph 5 available for sale prior to the occupation of the twelfth Unrestricted Dwelling;
- 4.2.2 not sell any Affordable House except at the Restricted Price;
- 4.2.3 not do anything in relation to the provision of Affordable Houses for sale which conflicts with the Council's requirement that such dwellings shall always be available as Affordable Houses.

5.3 On each and every sale of a Remaining Affordable House prescribed by this paragraph 5.1 the procedure for sale shall be as follows: -

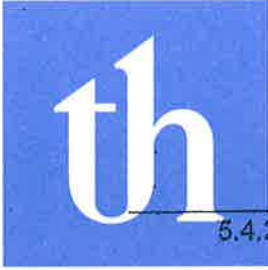
- 5.3.1 the Owner shall contact the Proper Officer who shall advise the Restricted Price (such price shall only be valid for six months after which period the price will have to be re-advised);
- 5.3.2 the Owner shall not sell the relevant house except to a person in Housing Need who satisfies the Local Requirement PROVIDED THAT in the event of there being more prospective purchasers than homes available allocation be made on the basis of length of residence in the Parish or on the period of employment in the Parish;
- 5.3.3 the Owner shall notify the Council on each occasion it offers each Affordable House for sale and the Owner shall give priority to any person the Council may within 4 weeks of such notice nominate to acquire that estate or interest if the Council believes that that person (together with any other member of his or her household living with him or her) is able to secure finance to purchase that Affordable House.

But if such nominee has not exchanged contracts with the Owner for the acquisition of that interest within two months of the date of the Owner's notification the Owner shall be free to dispose of that estate or interest to any person in Housing Need who satisfies the Local Requirement it selects during the six months after service of the notification.

5.4 If the Owner elects to let any Affordable House as a Shared Ownership House:-

- 5.4.1 the price paid for the share of the equity purchased by the tenant shall not exceed the Restricted Price;





5.4.2 the rent on the shared of the equity retained by the Owner shall not exceed the sum generated by multiplying the Affordable Rent by the percentage of the equity retained by the Owner.

5.5 The provisions of paragraph 6 shall apply to Affordable Houses provided under this paragraph 5.

**6. Management of Affordable Housing**

6.1 No person who is not an RSL shall sell or buy an Affordable House (or in the case of a Shared Ownership House an share in an Affordable House) other than for a price which does not exceed the Restricted Price.

6.2 Except as provided in paragraph 6.1 above no Person who is not an RSL, the Council or a mortgagee may own an Affordable House (or in the case of a Shared Ownership House a share in an Affordable House) unless that person was a person in Housing Need and had a Local Requirement at the time of his or her purchase of the dwelling.

6.3 No person shall let an Affordable House for a rent that exceeds an Affordable rent.

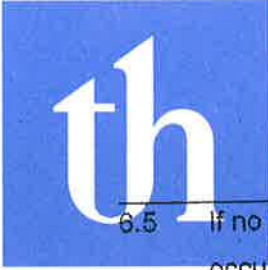
6.4 No person shall occupy an Affordable Housing unless that person: -

6.4.1 Is a person in Housing Need and had a Local Requirement at the time of his first occupation of the Affordable House or

6.4.2 Is a spouse or resident dependant of a person who had a Local Requirement at the time of his or her first occupation of the Affordable House and (In either case); and

6.4.3 occupies an Affordable House as his or her sole or main residence.

But nothing in this paragraph shall require any person who satisfied such a requirement when they first occupied an Affordable House to vacate the dwelling if they cease to qualify under paragraph 8.4.2 by virtue of the death, hospitalisation or breakdown of a relationship with a person who qualified under this paragraph 6.4.1.



6.5 If no prospective owner or occupier meeting the Local Requirement wishes to occupy the Affordable House within a period of three months from the date that the Affordable House becomes available for sale or three months from the date that the Affordable House becomes available for rent (subject to the application of the Local Requirement to the new parish) the Council may permit an applicant from any parish within the Torridge to own or occupy the Affordable House and should there still be no suitable prospective owners for a further period of three months a prospective owner or occupier from any parish within the districts of North Cornwall, North Devon, West Devon and Mid Devon.

6.6 Where the Owner of an Affordable House is an RSL the Affordable House may also be occupied in accordance with any nomination and management agreement in effect between the Council and that RSL.

**7. Calculation of the Restricted Price**

7.1 On any sale or lease of an Affordable House to any person prior to its first occupation in accordance with this Agreement (and any other such sale or lease where no proportion has been certified under paragraph 7.2 below) the Restricted Price shall be the price that does not exceed that which can be purchased with a ninety five per cent mortgage equivalent to two and one half times the average annual Household Income within Torridge, the exact price being certified to the Owner by the Proper Officer within 10 working dates of receipt of notice by the Owner to the Council requiring such a certificate.

7.2 Prior to the completion of an sale or lease to which paragraph 7.1 applies the Owner shall notify the Council of the proposed sale price of that dwelling and the price at which any Unrestricted Dwellings have been sold and the Council shall within 10 working days of the receipt of such notification issue a certificate stating the proportion of the Unrestricted Value of the said Affordable House represented by the price certified under paragraph 7.1 of this Schedule.

7.3 On any sale or lease of an Affordable House by any person (other than an RSL) subsequent to its first occupation in accordance with this Agreement the restricted price shall be the Unrestricted Value of that dwelling at the time of the



proposed sale multiplied by the proportion certified under paragraph 7.2 of this Schedule.

7.4 After any Affordable House has been acquired by an RSL and has then been let as a Shared Ownership House the Restricted Price shall be the Unrestricted Value of the share of the equity to be acquired by the tenant of that house and accordingly noting in this Agreement shall prevent such a tenant purchasing an increased share of the equity (up to and including the whole of the equity value of the freehold estate) in accordance with the terms of his lease.

7.5 If the amount outstanding under any charge granted solely for the purpose of assisting an Owner to acquire an Affordable Housing (including not more than 12 months' interest on that principal and costs accruing under that charge) exceeds the Restricted Price (calculated ignoring the uplift permitted under this paragraph) then: -

7.5.1 the Restricted Price for any sale by the mortgagee shall be increased to the amount then owing to the mortgagee

7.5.2 the Proper Officer shall certify the uplifted Restricted Price by calculating the appropriate proportion of the Unrestricted Value

7.5.3 the Restricted Price for any subsequent sale of that dwelling shall be calculated by applying the proportion so certified.

#### **8. Payment of Affordable Housing Contribution**

8.1 If the Council so elects by written notice served within 28 days of the service of an Owner's Notice under paragraph 2.9 the Owner shall pay the Affordable Housing Contribution (based on the actual number of Remaining Affordable Houses notified in the Owner's Notice) to the Council such payment be made on the later of: -

8.1.1 the twenty eighth day after the service of the notice by the Council; or

8.1.2 the first occupation of the twelfth Unrestricted Dwelling.

8.2 Immediately upon the payment of any Affordable Housing Contribution in accordance with the provisions of this paragraph 8 the Remaining Affordable



Houses for which such contribution is paid shall be deemed for the purpose of this Deed each to be an Unrestricted Dwelling.

**9 Use of Staircasing Payments**

In respect of any Shared Ownership Houses not owned by an RSL: -

- 9.1 Any Staircasing Payment received by the Owner shall be paid to the Council who shall apply such money for the provision of Affordable Housing in the area.
- 9.2 The Owner shall provide the Council with details of all Staircasing Payments it receives and the purposes to which they have been applied.

**10 Released Dwellings and Dwellings Purchased by RSLs**

- 10.1 No person who is the purchaser or lessee of a Released Dwelling shall be liable for any breach of this Agreement and accordingly shall have no cause to enquire whether the Owner or other person is in breach.
- 10.2 No person who is an RSL or the purchaser or lessee of an Affordable House in compliance with the requirements of paragraph 5 of this Schedule shall be liable for any breach of this Agreement other than any breach of the requirements of paragraphs 5, 6 and 9 in relation to that Affordable House and accordingly shall have no cause to enquire whether the Owner or any other person is in breach of any other requirement.

**11 Mortgagee Provisions**

- 11.1 For the avoidance of doubt and notwithstanding the terms of any legal charge over the Land or any rule of law incidental thereto, the mortgagee shall be bound by the terms of this Agreement upon exercising any power to take possession lease or otherwise deal with premises or any part thereof.
- 11.2 In relating to any estate or interest in an Affordable House which is owned by any person other than an RSL.
- 11.2.1 Where an Affordable House is offered for sale by a mortgagee in possession or where a mortgagee has appointed a receiver under the mortgage it shall be offered for sale only on the basis that the sale price



shall not exceed the Restricted Price and it shall be sold on the basis that it shall first be offered by the mortgagee in possession to persons or groups nominated by the Proper Officer.

11.2.2 If within three months of a mortgagee first notifying the Council that it intends to exercise a power of sale referred to above the Council has not introduced a purchaser ready and able to exchange contracts to purchase the Affordable House for the Restricted Price the mortgagee or the receiver may sell the house for the Restricted Price to any person who requires it as their sole or main residence but for the avoidance of doubt the provisions of this Agreement, and particularly Clause 6 shall continue to apply to the Affordable House after such a sale.

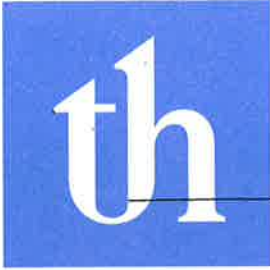
11.3 In relation to any estate or interest in any Affordable House which is owned by an RSL: -

11.3.1 The provisions of this Agreement shall not be binding upon the mortgagee of an Affordable Dwelling or upon a receiver appointed by such a mortgagee.

11.3.2 Any Affordable House sold by the mortgagee or an RSL's estate or interest in that Affordable House or by a receiver appointed by such a mortgagee shall be a Released Dwelling.

11.3.3 A mortgagee or receiver to whom this paragraph 11.3.2 applies may notify the Proper Officer of any such intended disposal and the Council shall within 10 working days of such notification provide the mortgagee or receiver with a certificate confirming that the Affordable House is a Released Dwelling.





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Schedule 5

Highway Works

Part A - Definitions

1. In this Schedule unless the context otherwise requires the following expressions shall have the following meanings:-

"Bond"	the bond to be provided by the Owner in accordance with paragraph 19 of this Schedule
"Certificate of Completion"	the Certificate to be issued on satisfactory completion of the Highway Works in accordance with paragraph 16 of this Schedule.
"Drawings"	the Drawings numbered ATO625/02B annexed hereto
"Final Certificate"	the Certificate to be issued on satisfactory completion of the maintenance period for the Highway Works in accordance with paragraph 18 of this Schedule
"Highways Works"	the works to be executed upon the public highway being a virtual footway between the points A and B as shown on the Highway Works Plan and all such other works in relation to this footway as reasonably required by the Proper Officer
"Highway Works Plan"	The drawing marked Highway Works Plan
"Programme of Works"	that referred to in paragraph 12.1 of this Schedule





"Proper Officer"

the Director of Environment, Economy and Culture of the Council

"Road or Roads"

unless otherwise required means the carriageways and footways of the road or roads hereinbefore referred to including any off site highway drainage shown on the Drawings and includes the footpaths street lighting all verges service strips service margins vehicular crossings road surface water drainage system (if any) and all other things ancillary thereto

"Section 228 Works"

SD  
[Handwritten signature]  
JW

The design funding and construction of an access to the Development from the Public Highway into the <sup>to site</sup> of a depth of 10m, a segregated footway over the entire frontage from the north-eastern boundary to the point at which the virtual footway commences inclusive of but not limited to footway construction, carriageway construction, drainage, signage, lining, sewers, kerbing, landscaping, highway lighting, tactile paving, resurfacing generally in accordance with the Drawings and all other works reasonably required by the Proper Officer

"Specification"

the Highways in Residential and Commercial Estates Design Guide dated January 1996 and as amended in July 2001



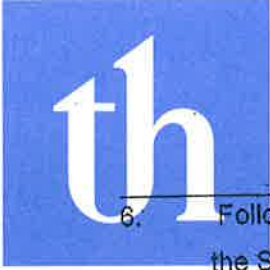
**"Statutory Undertaker"**

a statutory undertaker as defined in Section 329(1) of the Highways Act 1980 and British Telecommunications Plc

**"Traffic Manager"**

the officer appointed by the County Council to act as Traffic Manager for the purposes of the Traffic Management Act 2004

1. Prior to Commencement of the Development and the Highway Works the Owner must undertake the Section 228 Works in accordance with the Drawings and any supplemental drawings approved by the Proper Officer.
2. As part of the Section 228 Works the Owner must also obtain the consent of any statutory undertakers and carry out any additional works and pay any costs required by the statutory undertakers.
3. The Section 228 Works must be undertaken at the Owner's own risk and for the avoidance of doubt the Owner shall indemnify the County Council against all actions, costs, claims, demands and liabilities howsoever arising in this respect.
4. The Section 228 Works will be inspected in accordance with the County Council's usual policy for the inspection of highway works and the Owner will pay on demand the County Council's costs in connection with such inspections, being 6% of the estimated cost of the Section 228 Works.
5. When the Owner considers the Section 228 Works have been completed it must notify the County Council of the same whereupon the County Council shall inspect and when the Section 228 Works have been completed to its satisfaction the County Council shall advise the Owner to that effect, the date of such notification being hereinafter referred to as "the Completion Date".



6. Following the Completion Date the County Council will post notices adjacent to the Section 228 Works under Section 228 of the Highways Act 1980 stating that it intends to adopt the unadopted part of the road as highway maintainable at public expense.
7. If after the notices have been in place for one month there have been no objections to the proposed adoption the County Council will declare the Section 228 Works to be public highway.
8. If objections are received to the proposed adoption the County Council will consider each objection on its merit. If the County Council in its sole discretion believes the objection is invalid or can be overcome it may pursue the adoption through the procedures set out in Section 228 of the Highways Act 1980 and the Owner will indemnify the County Council against all costs properly incurred by it in this respect. The County Council shall not be obliged to challenge any objection which it considers to be valid.
9. If the Section 228 Works are adopted as public highway then notwithstanding such adoption the Owner shall indemnify the County Council against the cost of remedying any defects which become apparent in the Section 228 Works during the period of twelve months from the Completion Date. If any such defects become apparent the Owner must carry out the remediation works itself at no cost to the County Council.
10. In the event that the County Council is unable to adopt the Section 228 Works pursuant to Section 228 of the Highways Act 1980 it shall accept no liability for the future maintenance of the Section 228 Works.
11. **OWNER'S LIABILITY:**  
SUBJECT to the terms conditions agreements and undertakings contained in this Agreement the Owner shall carry out and complete the Highway Works at the Owner's expense in a good and workmanlike manner and with proper materials in accordance in all respects with the Specification and the Highway Works Plan to



the reasonable satisfaction of the Proper Officer and in accordance with permits and approvals granted by the County Council or any other statutory or public authorities and (except as may be otherwise provided in this Agreement) shall complete the Highway Works prior to Commencement of the Development

**12. HIGHWAY WORKS**

THE Owner covenants with the County Council that the Owner will at its own expense in relation to the Highway Works observe and perform to the satisfaction of the County Council the following requirements obligations and conditions or any of them outstanding at the date of this Agreement and will immediately do any act or thing properly required by the County Council to remedy any breach of those requirements obligations and conditions:-

- 12.1 Not to commence any part of the Highway Works before a Programme of Works and a method of carrying out the Highway Works shall have been approved by the Proper Officer (such approval not to be unreasonably withheld)
- 12.2 Obtain at its own expense any necessary approvals required from any Statutory Undertakers emergency services and other public authorities and utilities and comply with all requirements of these
- 12.3 execute the Highway Works and works associated therewith expeditiously causing no unnecessary nuisance to the public
- 12.4 employ a suitably qualified supervisor to oversee the construction of the Highway Works and to act as liaison between the contractor and the County Council
- 12.5 employ a contractor or contractors to carry out the Highway Works who shall be approved by the Proper Officer (such approval not to be



unreasonably withheld or delayed) and that all the covenants conditions and obligations contained in this Agreement relating to the method of working shall be included in any agreement between the Owner and its contractor and it shall not depart from it without the approval of the County Council and the said contractor or contractors shall at all times during the progress of the Highway Works maintain a public liability insurance policy with a member of the Association of British Insurers for at least £5,000,000

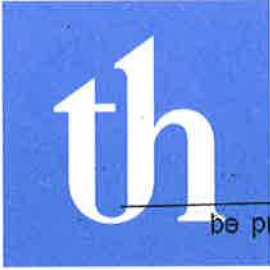
12.6 to give the Traffic Manager appropriate notice in the form required by the Traffic Manager to comply with the requirements of the Traffic Management Act 2004 of the Owner's intention to commence the Highway Works

13. THE Owner covenants to include in the conditions of contract of the contractors (or any sub contractors) engaged to carry out the Highway Works the following clauses:-

13.1 The Programme of Works and method of carrying out the Highway Works shall be approved by the Proper Officer and the contractor shall in all cases submit written notice of its intended Programme of Works and any width restrictions or occupation of the public highway to the Proper Officer for his approval in writing at least four weeks in advance of the proposed commencement of those works and the approved Programme of Works and method shall be followed at all times

13.2 All work on the public highway shall be restricted to dates and times agreed in writing by the Proper Officer in order to minimise delay to vehicular traffic

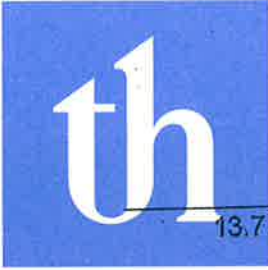
13.3 All operations on or affecting the public highway shall be carried out so as to avoid risk of danger to both pedestrians and vehicular traffic and (except as may



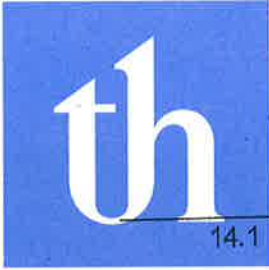
be previously agreed in writing by the Proper Officer) to avoid any interference with the free movement of pedestrians and vehicular traffic.

- 13.4 The contractor shall in accordance with the agreed Programme of Works be allowed to take possession of so much of the public highway land as may be agreed in writing by the Proper Officer (such agreement not to be unreasonably withheld) for the carrying out of the Highway Works
- 13.5 Where in the opinion of the Proper Officer work affecting the public highway causes excessive traffic congestion the contractor shall immediately suspend that work and remove any plant or equipment that create such restrictions to traffic flows
- 13.6 The Proper Officer may require the contractor to agree to variations to any previously agreed Programme of Works in the event of excessive traffic congestion resulting from it and the contractor will take all steps to comply with any such request
- 13.7 The contractor will comply with the Department of Transport's Specification for Road and Bridgeworks (100 General Series) and shall include the following additional clauses to that specification:-
- 13.7.1 The traffic signs road markings lamps barriers and traffic control signals shall be in accordance with the requirements of the Traffic Signs Regulations and General Directions current at the date of execution of the work and Traffic control signals shall be operated in the vehicle actuated mode unless otherwise agreed by the Proper Officer
- 13.7.2 Traffic cones and cylinders shall comply with the requirements of BS 873 Part 8 Category A Designation 1





- 13.7.3 The contractor shall construct temporary diversion ways wherever he proposes to interfere with the existing public or private roads or other ways over which there is a public or private right of way for any traffic
- 13.7.4 The standard of construction and lighting shall be suitable in all respects for the appropriate class of road and the width of any diversion shall not (unless otherwise agreed with the Proper Officer such agreement not to be unreasonably withheld) be less than that of the existing way. The standard of construction shall conform to the requirements of the Council
- 13.7.5 Temporary white lining is to be provided to all such diversions and laid in accordance with the requirements of the Traffic Signs Regulations and General Directions or otherwise as instructed by the Proper Officer
- 13.7.6 Roads accesses and rights of way which are being used by construction traffic shall at all times be kept clean and clear so far as possible of dirt mud and material dropped from vehicles or from tyres arising from such use and the contractor shall provide maintain and use suitable equipment for this purpose
- 13.7.7 The contractor shall at all times ensure that all highway drains affected by its works shall be kept clear of any spoil mud slurry or other material likely to impede the free flow of water in them
- 13.7.8 The contractor shall provide the Proper Officer with the name and telephone number of a person and his deputy who can be contacted at any time during the day and night and who will be in a position to put into immediate effect any measures considered necessary by the Proper Officer to ensure the safety of the public
- 14 The Programme of Works shall include details of:-



14.1 The sequence in which each phase of the Highway Works including temporary highway works or temporary access arrangements shall be undertaken

14.2 The period of time within which each phase of work shall be completed

14.3 Temporary traffic and pedestrian arrangements during the construction of the development of the adjoining land including the means and positions of vehicular and pedestrian access to the development

14.4 Such additional plans and details as may be required by the Council to describe each phase of work

**15. ACCESS TO THE HIGHWAY WORKS AND INSPECTION:**

15.1 THE Owner shall during the carrying out of the Highway Works give and allow the Proper Officer and any other officer of the County Council access to every part of the Highway Works and the site thereof for the purpose of inspecting the same and all materials used or intended to be used therein and the Owner shall if requested open up for inspection any portion of the Highway Works which may be covered up and should the Owner decline to comply with such a request the County Council may itself open up the Highway Works and in the event of any such portion of the same being found (in the reasonable opinion of the County Council) to be defective the cost of such opening shall be recoverable from the Owner

15.2 If any inspection carried out under sub-paragraph 15.1 reveals defects in the Highway Works the Owner shall carry out remedial works to the satisfaction of the County Council



15.3 The County Council will inspect any remedial works carried out under sub-paragraph 15.2 within five working days of a written request from the Owner to do so

15.4 Following any inspection under sub-paragraph 15.3 the County Council shall within five working days of its inspection notify the Owner in writing of its satisfaction with the remedial works PROVIDED THAT in the event of the remedial works being unsatisfactory this process may be repeated as many times as necessary until the defective works have been remedied to the satisfaction of the County Council

15.5 Not fewer than fourteen days before the Highway Works are due to be completed to give written notice thereof to the Proper Officer who will undertake a final safety audit of the Highway Works and upon service upon it of the safety audit report the Owner shall undertake such works as are reasonable to comply with the recommendations of such report

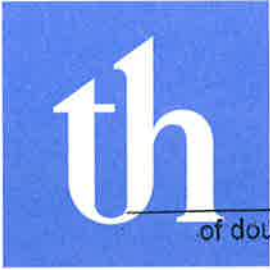
15.6 In the event of the final inspection revealing any defect or defects in the Highway Works the provisions of paragraph 15.4 shall apply as if they related to a final inspection

16. **COMPLETION OF HIGHWAY WORKS**

ON completion of the Highway Works to the satisfaction of the Proper Officer in all respects the Proper Officer shall issue the Certificate of Completion and from the date thereof the maintenance period of twelve months for the Highway Works shall commence to run

17. **OBLIGATIONS DURING THE MAINTENANCE PERIOD FOR THE HIGHWAY WORKS**

DURING the maintenance period for the Highway Works the Owner shall maintain the Highway Works and for the purposes of this paragraph and for the avoidance



of doubt the Owner shall not have any obligations in respect of cyclic maintenance such as sweeping cleansing and provision of street lighting and other functions normally performed by the County Council in respect of highways maintained at public expense

**18. FINAL CERTIFICATE FOR THE HIGHWAY WORKS**

PRIOR to the expiration of the maintenance period for the Highway Works the Owner shall forthwith at his own expense reinstate and make good any defect or damage which may have arisen from any cause whatsoever or be discovered during the maintenance period of which he has been notified in writing by the Proper Officer so that the Highway Works comply with the Specification

AND THEN PROVIDED THAT:

18.1 the Owner has paid to the County Council all amounts due to it under this Agreement and

18.2 any necessary reinstatement or other works have been completed to the satisfaction in all respects of the Proper Officer

the Proper Officer shall issue his Final Certificate to the Owner in respect of the Highway Works

**19. INSPECTION FEE AND BOND:**

19.1 WITHIN seven days of the execution of this Agreement the Owner shall pay to the County Council 6% of the value of the Bond in respect of the costs incurred by the County Council in inspecting the Highway Works

19.2 PRIOR to commencement of the Highway Works the Owner shall deposit with the County Council a sum equivalent to the Proper Officer's estimated cost of the Works (such sum to include the Proper Officer's estimated cost of all statutory undertaker's works that may be necessary or required by the execution of the Highway Works) or shall deliver the



Bond in a like sum in a form and with a Surety approved by the County Council which Bond shall provide security to the County Council for the due performance by the Owner of the terms of this Agreement

**20. DETERMINATION BY THE COUNTY COUNCIL:**

IF the Owner fails to perform or observe any of the conditions stipulations or obligations on his part contained herein or If a receiving order in bankruptcy is made against him or if the Owner is being wound up or if the Owner enters into a composition or scheme of arrangement (otherwise than for the purpose of amalgamation or reconstruction) the County Council may without prejudice to any of its rights claims or remedies against the Owner in respect of such non-performance or non-observance determine this Agreement (except for paragraph 21 of this Schedule) by notice in writing signed by the Proper Officer and delivered to the Owner or sent by post to the address stated in this Agreement

**21. POWER TO EXECUTE HIGHWAY WORKS IN DEFAULT**

IF the Owner fails to execute the Highway Works in accordance with any previously agreed Programme of Works (unless prevented from doing so by matters beyond the control of the Owner when the period for completion of the Highway Works or the relevant part of them shall be extended by such reasonable period as shall be appropriate to the circumstances of delay) or if work shall (without the prior agreement of the County Council) cease for more than one month or if the Owner shall go into voluntary or compulsory liquidation or if interim works are required in the interests of public safety then the County Council may under Sections 278 and 296 of the Highways Act 1980 and after service of notice carry out any works it deems necessary in order to meet the requirements of this Agreement (if necessary entering on to the adjoining land for the purpose) and



may then recover the reasonable and proper cost of those works from the Owner who shall reimburse the County Council on written demand.

**22. INDEMNITY**

THE Owner shall indemnify and keep indemnified the County Council against any actions costs claims demands expenses and proceedings arising out of the undertaking of any of the Highway Works which are due to any acts or defaults of the Owner or its contractor whether directly or indirectly during the course of their construction or during the ensuing maintenance period other than those arising out of or in consequence of any act neglect default or liability of the County Council

**23. LAND COMPENSATION ACT 1973**

THE Owner shall indemnify the County Council in respect of all claims pursuant to the Land Compensation Act 1973 (or any statutory modification or re-enactment of it) arising from the carrying out of the Highway Works and prior to the commencement of the Highway Works shall carry out such surveys as may be necessary to define the levels of physical factors as specified in the said Act

**24. SUPPLEMENTAL DRAWINGS ETC**

All subsequent drawings specifications licences agreements letters and documents relating to any matter contained or referred to in this Schedule shall be signed by or on behalf of the parties to this Agreement as appropriate and shall be deemed to be supplemental to this Agreement and the stipulations and conditions contained in this Agreement shall apply to all such drawings specifications licences agreements letters and documents as if the same were incorporated in and formed part of this Agreement unless the parties specifically agree otherwise





Schedule 6

Footpath Link to Balleroy Close

Part A - Definitions

1. In this Schedule unless the context otherwise requires the following expressions shall have the following meanings:-

**"Footpath Scheme"**

means the scheme for the provision of a footpath link from the Site to Balleroy Close including such detail as prescribed in paragraph 2 to this Schedule.

**"Footpath Works"**

means the works to be carried out in accordance with the Footpath Scheme.

**"Councils Land"**

means the area outlined in Green on the Plan.

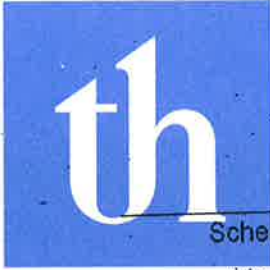
**"Proper Officer"**

The Corporate Property Manager at Torrridge District Council, or any other officer who takes on the role of Property Manager for the Council.

2. Prior to the commencement of the Development the Owner shall submit to the Proper Officer details of its proposals for the construction of a footpath to Balleroy Close. Such a proposal will include: -

- i. The precise details of the route
- ii. The technical details for the construction of the footpath including materials and finishes of the footpath.
- iii. Any details of landscaping to be constructed as part of the Footpath Works.

3. The Owner shall not Commence the Development of the Site, nor permit the Commencement of Development until the detailed proposals for the Footpath



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Scheme has been approved by the Council (such approval not being unreasonably withheld).

4. The Council shall grant the consent to enter the Councils Land for the purpose of the construction of the Footpath Works.
5. The Owner shall carry out and complete the Footpath Works to the reasonable satisfaction of the Property Officer prior to the first occupation of the twentieth Dwelling to the Occupied as part of the Development.
6. The Owner shall maintain the footpath and any landscaping undertaken as part of the Footpath Scheme from the date of its completion until the Development is complete.
7. The Owner shall carry out such additional works as the Proper Officer may reasonably require to rectify any defects in the Footpath Works carried out as part of the Footpath Scheme that arise within 12 months of the completion of the Development.
8. If the Owner fails to performs its obligations until paragraph 7 of this Schédule, the Council may after giving 28 days notice to the Owner carry out any outstanding works and may recover the costs it reasonably and properly incurs, including administrative costs from the Owner and each and every person who is an Owner other than any RSL in respect of remedying the outstanding works.



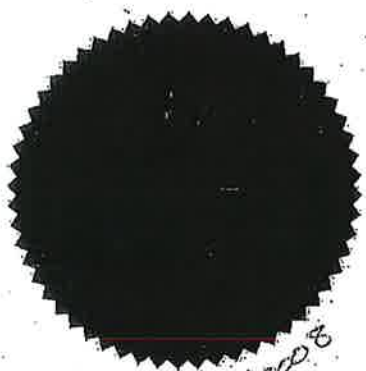
IN WITNESS of which the parties hereto have executed this document as a deed  
the day and year first before written

Executed and delivered as  
a Deed by **TAFFEL ENTERPRISES**  
INC acting by the following

Director

Director/ Secretary

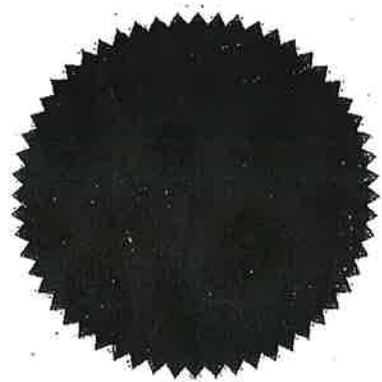
THE COMMON SEAL OF )  
**TORRIDGE DISTRICT COUNCIL** )  
Was affixed )  
In execution as a deed in the )  
Presence of : - )



J. J. Sollece  
SOLICITOR duly authorised in that behalf

12/2008

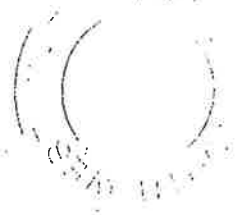
THE COMMON SEAL OF )  
**DEVON COUNTY COUNCIL** )  
was affixed )  
In execution as a deed in the )  
presence of : - )



Assistant County Solicitor  
Document no. 38598



THE COMMON SEAL OF  
SOUTH WEST WATER LIMITED  
was affixed  
In execution as a deed in the  
presence of :-



*SD [Signature]*  
*[Signature]*

Director

~~Secretary~~  
~~Director/Solicitor~~



Section 106 Agreement

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**APPENDIX 1**  
**DRAFT DECISION NOTICE**

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Land to the Rear of Barn Close, Shebbear, Devon  
PL10.667

**trowers & hamlins**

TOWN AND COUNTRY PLANNING 1990  
PLANNING PERMISSION  
**DRAFT DECISION**



TO	Taffel Enterprises c/o Narracotts Architects 2 Montpellier Terrace Torquay Devon TQ1 1BL	APP NO PARISH	1/1945/2006/FUL Shebbear (50)
		REGISTERED ON	7th September 2006
		DECISION ON	3rd May 2007

The Torridge District Council pursuant to the provisions of the above-mentioned Act hereby grant planning permission for the

Proposal: Residential development comprising 32 No. dwellings with associated highway and drainage infrastructure  
Location: Land At Rear Of Barn Close (1-6) Shebbear

In accordance with the above numbered application and plans submitted therewith SUBJECT TO the following conditions and reasons:

- 1 The development to which this permission relates must be begun not later than the expiration of three years beginning with the date on which this permission is granted.

The time limit condition is imposed in order to comply with the time requirements of Section 91 of the Town and Country Planning Act 1990 (as amended).

- 2 No building work shall be commenced until details (and/or representative samples) of the colour and texture of the facing and roofing materials to be used in the construction of the proposed development have been submitted to and approved in writing by the Local Planning Authority. The proposed development shall be implemented as agreed.

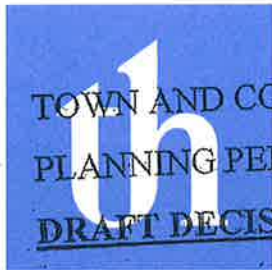
To enable the Local Planning Authority to consider the suitability of the materials to be used for the development.

- 3 Before any development is commenced on site details of the method of protection of the trees shall be submitted to and approved by the Local Planning Authority. The approved protection shall be carried out before any other development takes place on the site.

In the interests of the visual amenity of the area.

- 4 No development shall commence until details of how the existing trees/hedgerows shall be protected and retained to the satisfaction of the Local Planning Authority for the duration of the development. They shall not be wilfully damaged or destroyed, uprooted, felled, lopped or topped during that period or subsequently without the previous written consent of the Local Planning Authority. Any trees/hedgerows removed without such consent or dying or being or becoming significantly damaged or diseased during that period shall be replaced with such size or species as may be agreed in writing with the Local Planning Authority.





TOWN AND COUNTRY PLANNING 1990  
 PLANNING PERMISSION  
 DRAFT DECISION



TO	Taffel Enterprises c/o Narracotts Architects 2 Montpellier Terrace Torquay Devon TQ1 1BL	APP NO PARISH	1/1945/2006/FUL Shebbear (50)
		REGISTERED ON	7th September 2006
		DECISION ON	3rd May 2007

To assimilate the development into the landscape and to safeguard the appearance and character of the area.

- 5 The submitted landscaping scheme shall be implemented no later than the first planting season following the completion of the development unless otherwise agreed in writing with the Local Planning Authority and shall be retained thereafter. Any trees and shrubs removed, dying, being severely damaged or becoming seriously diseased within five years of planting shall be replaced. For the avoidance of doubt the planting season is from 15th September to 15th March.

In the interests of the visual amenity of the area.

- 6 The first floor window on the rear elevation of Plot 12 shall be obscure glazed and shall be retained as such in the future.

In the interests of the amenity of the residents to the west.

- 7 With the exception of decking, a 7 metre buffer zone shall be retained to the top of the stream bank to the south of the site and the proposed development, and no development shall take place within this zone without the written consent of the Local Planning Authority.

To avoid the risk of flooding to secure compliance with Policy DVT23 of the Torridge District Local Plan.

- 8 The proposed estate road, cycleways, footways, footpaths, verges, junctions, street lighting, sewers, drains, retaining walls, service routes, surface water outfall, road maintenance/vehicle overhang margins, embankments, visibility splays, accesses, car parking and street furniture shall be constructed and laid out in accordance with details to be approved by the Local Planning Authority in writing before their construction begins. For this purpose, plans and sections indicating, as appropriate, the design, layout, levels, gradients, materials and method of construction shall be submitted to the Local Planning Authority.

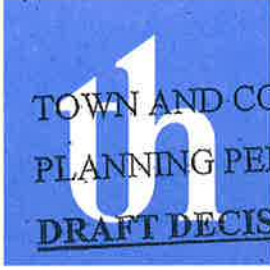
To ensure that adequate information is available for the proper consideration of the detailed proposals.

- 9 The development hereby approved shall not be carried out otherwise than in accordance with a phasing programme which shall previously have been submitted to and approved by the Local Planning Authority in writing.

To ensure the proper development of the site.

- 10 No part of the development hereby approved shall be commenced until:

- A) The access road has been laid out, kerbed, drained and constructed up to base course.



TOWN AND COUNTRY PLANNING 1990  
 PLANNING PERMISSION  
 DRAFT DECISION



TO	Taffel Enterprises c/o Narracotts Architects 2 Montpellier Terrace Torquay Devon TQ1 1BL	APP NO PARISH	1/1945/2006/FUL Shebbear (50)
		REGISTERED ON	7th September 2006
		DECISION ON	3rd May 2007

- B) level for the first 20 metres back from its junction with the public highway;
- B) The ironwork has been set to base course level and the visibility splays required by this permission laid out;
- C) The footway on the public highway frontage required by this permission has been constructed up to base course level;
- D) A site compound and car park have been constructed to the written satisfaction of the Local Planning Authority.

To ensure that adequate on site facilities are available for all traffic attracted to the site during the construction period, in the interest of the safety of all users of the adjoining public highway and to protect the amenities of the adjoining residents.

- 11 The occupation of any dwelling in an agreed phase of the development shall not take place until the following works have been carried out to the written satisfaction of the Local Planning Authority:
- A) The carriageway including the vehicle turning head within that phase shall have been laid out, kerbed, drained and constructed up to and including base course level, the ironwork set to base course level and the sewers, manholes and service crossings completed;
  - B) The footways and footpaths which provide that dwelling with direct pedestrian routes to an existing highway maintainable at public expence have been constructed up to and including base course level;
  - C) The visibility splays have been laid out to their final level;
  - D) The street lighting has been erected and is operational;
  - E) The car parking and any other vehicular access facility required for the dwelling by this permission has/have been completed;
  - F) The verge and service margin and vehicle crossing on the road frontage of the dwelling have been completed with the highway boundary properly defined;
  - G) The street nameplates have been provided and erected.

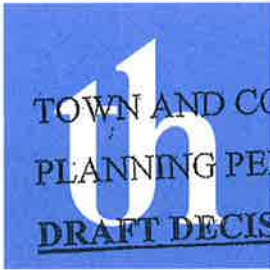
To ensure that adequate access and associated facilities are available for the traffic attracted to the site.

- 12 When once constructed and provided in accordance with condition 11. above, the carriageway, vehicle turning head, footways and footpaths shall be maintained free of obstruction to the free movement of vehicular traffic and pedestrians and the street lighting and nameplates maintained to the satisfaction of the Local Planning Authority.

To ensure that these highway provisions remain available.

- 13 Within twelve months of the first occupation of the first dwelling in an agreed phase of the development, all roads, footways, footpaths, drainage, statutory undertakers' mains and apparatus,





TOWN AND COUNTRY PLANNING 1990  
 PLANNING PERMISSION  
 DRAFT DECISION



TO	Taffel Enterprises c/o Narracotts Architects 2 Montpellier Terrace Torquay Devon TQ1 1BL	APP NO . . . PARISH	1/1945/2006/FUL Shebbear (50)
		REGISTERED ON	7th September 2006
		DECISION ON	3rd May 2007

junction, access retaining wall and visibility splay works shall be completed to the written satisfaction of the Local Planning Authority.

To ensure that the access arrangements are completed within a reasonable time in the interests of safety and the amenity of residents.

- 14 In accordance with details that shall previously have been submitted to, and approved by, the Local Planning Authority, provision shall be made within the curtilage of each dwelling for the disposal of surface water so that none drains on to any County Highway.

In the interest of public safety and to prevent damage to the highway.

- 15 Before the proposed development is commenced full details of the proposed ground and garden levels shall be submitted to and approved in writing by the Local Planning Authority and shall be implemented as agreed, and the proposed finished floor levels shall be implemented in accordance with the approved plans.

In the interests of the visual amenities of the area and the amenity of adjoining residents.

- 16 No dwelling shall be occupied until the proposed upgrading of the sewage treatment works and sewerage network have been completed to the satisfaction of the Local Planning Authority.

To secure satisfactory sewerage infrastructure in accordance with Policy DVT24 of the Torridge District Local Plan.

- 17 Before the development is commenced full details of the proposed boundary treatments shall be submitted to and approved in writing by the Local Planning Authority, and these shall be implemented as agreed before the proposed dwellings are occupied.

In the interests of the visual and residential amenities of the area.

- 18 The proposed replacement parking area for existing residents shall be provided as part of the first phase of the development as defined by the programme required to be submitted by condition (9) above.

To secure satisfactory replacement off-street parking for existing residents.

- 19 Notwithstanding the provisions of Article 3 of the Town and Country Planning (General Permitted Development) Order 1995, (or any Order revoking and re-enacting that Order) no development of the types described in Classes A to E, Part 1 of Schedule 2, other than that hereby permitted shall be carried out without the written permission of the Local Planning Authority.

**TOWN AND COUNTRY PLANNING 1990**  
**PLANNING PERMISSION**  
**DRAFT DECISION**



TO	Taffel Enterprises c/o Narracotts Architects 2 Montpellier Terrace Torquay Devon TQ1 1BL	APP NO PARISH	1/1945/2006/FUL Shebbear (50)
		REGISTERED ON	7th September 2006
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To enable the Local Planning Authority to retain control over future development in the interests of the visual and residential amenities of the area.

- 20 Before the development is commenced, full details of the proposed decking to the rear of dwellings shown on the submitted site layout plan shall be submitted to and approved in writing by the Local Planning Authority.

In the interests of the visual and residential amenities of the area.

- 21 Full details of the proposed surface water drainage scheme shall be submitted to and approved in writing by the Local Planning Authority before the development is commenced and the scheme shall be implemented in accordance with the approved details.

To prevent an increase in the risk of flooding in order to secure compliance with Policy DVT23 of the Torrington District Local Plan.

- 22 No development shall take place until the applicant has secured the implementation of a programme of archaeological work in accordance with a written scheme of investigation which has been submitted by the applicant and approved by the Local Planning Authority. The development shall be carried out at all times in strict accordance with the approved scheme, or such other details as may be subsequently agreed in writing by the Local Planning Authority.

To preserve archaeological remains in accordance with Policy ENV4 of the Torrington District Local Plan.

**INFORMATIVE:**

01. The plans relating to the development hereby approved are:
- |                |                    |
|----------------|--------------------|
| Drawing Number | Date Received      |
| Location Plan  | 31st August 2006   |
| Site Survey    | 31st August 2006   |
| 1905/P1D       | 23rd March 2007    |
| 1905/P2        | 31st August 2006   |
| 1905/P3A       | 23rd March 2007    |
| 1905/P4A       | 21st November 2006 |
| 1905/P5A       | 23rd March 2007    |
| 1905/P6B       | 21st November 2006 |
| 1905/EG01H     | 21st November 2006 |

**TOWN AND COUNTRY PLANNING 1990**  
**PLANNING PERMISSION**  
**DRAFT DECISION**



TO	Taffel Enterprises c/o Narracotts Architects 2 Montpellier Terrace Torquay Devon TQ1 1BL	APP NO PARISH	1/1945/2006/FUL Shebbear (50)
		REGISTERED ON	7th September 2006
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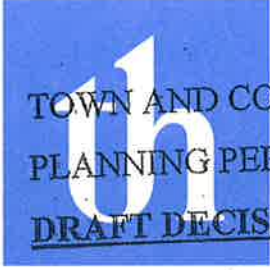
MT/01A Revision A	31st August 2006
Design and Access Statement	31st August 2006
Foul and Surface	31st August 2006
Water Drainage Design	
Arboricultural Report	31st August 2006
Ecological Report	31st August 2006
Statement of Community Involvement	31st August 2006

02. The recommendations of the Ecological Assessment should be followed during the course of the development, especially with regard to disturbance to birds and possible slow worms, dormice, and bats on the site, and any necessary appropriate steps of mitigation.
03. The Environment Agency have stated that the following should be taken into account during construction:
  - (a) Steps should be taken to prevent the pollution of the stream by toxic materials including cement.
  - (b) Discharge of salty or discoloured water from excavations should be irrigated over grassland or a settlement lagoon be provided to remove gross solids. The Agency must be advised if a discharge to a watercourse is proposed.
  - (c) Pumps used for pumping out water from excavations should be sited well away from water courses and surrounded by absorbent material to contain oil spillages and leaks.
  - (d) Storage of fuels for machines and pumps should be sited well away from any watercourses. The tanks should be banded or surrounded by oil absorbent material (regularly replaced when contaminated) to control spillage and leakage.
04. The proposed tree protection should be supervised by a qualified and competent arboriculturist and the arboricultural method statement should be followed during the construction process.

The Council has granted permission because the proposal is:

development on a site allocated for residential development in the Torrington District Local Plan and the design details are satisfactory in terms of highway safety, drainage, visual impact, and the amenity of adjoining residents. There is also the benefit that the scheme would deliver a share of affordable housing for the village.





TOWN AND COUNTRY PLANNING 1990  
 PLANNING PERMISSION  
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		REGISTERED ON	7th September 2006
		DECISION ON	3rd May 2007

The scheme is therefore considered appropriate and in accordance with Policies: Torridge District Local Plan 2004 - DVT1 (Development in Strategic Centres); Torridge District Local Plan 2004 - DVT6 (Local Distinctiveness); Torridge District Local Plan 2004 - DVT7 (Building Design); Torridge District Local Plan 2004 - DVT8 (Landscaping); Torridge District Local Plan 2004 - DVT9 (Protection of Open Space); Torridge



**TOWN AND COUNTRY PLANNING 1990**  
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TO	Taffel Enterprises c/o Narracotts Architects 2 Montpellier Terrace Torquay Devon TQ1 1BL	APP NO PARISH	1/1945/2006/FUL Shebbear (50)
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		DECISION ON	3rd May 2007

District Local Plan 2004 - DVT11 (Impact of Development on Amenity); Torridge District Local Plan 2004 - DVT16 (Infrastructure Provision); Torridge District Local Plan 2004 - DVT18 (Impact of Development on Traffic); Torridge District Local Plan 2004 - DVT19 (Access and Parking); Torridge District Local Plan 2004 - DVT23 (Flood Protection and Defence); Torridge District Local Plan 2004 - DVT24 (Sewerage and Drainage); Torridge District Local Plan 2004 - HSC2 (Affordable Housing); Torridge District Local Plan 2004 - HSC3 (Housing and Residential Estate Layouts); Torridge District Local Plan 2004 - HSC13 (Play Facilities in New Housing Devt); Torridge District Local Plan 2004 - ENV1 (Conservation Interest); Torridge District Local Plan 2004 - ENV5 (Countryside Protection and Landscape Con); Torridge District Local Plan 2004 - ENV10 (Mitigation and Enhancement); Devon Structure Plan 2001 2016 - ST1 (Sustainable Development); Devon Structure Plan 2001 2016 - ST3 (Self Sufficiency of Devons Communities); Devon Structure Plan 2001 2016 - ST4 (Infrastructure Provision); Devon Structure Plan 2001 2016 - ST16 (Local Centres and Rural Areas); Devon Structure Plan 2001 2016 - CO6 (Quality of New Development); Devon Structure Plan 2001 2016 - CO10 (Nature Conservation Sites and Species); Devon Structure Plan 2001 2016 - CO11 (Conserving Energy Resources); Devon Structure Plan 2001 2016 - CO13 (Protecting Water Resources and Flood Def); Devon Structure Plan 2001 2016 - TR2 (Coordination of Land-Use/Travel Planning); Devon Structure Plan 2001 2016 - TR5 (Hierarchy of Modes); - PPG1 (General Policy and Principals); - PPS3 (Housing); - PPG9 (Nature Conservation); - PPG13 (Transport); - PPG16 (Archaeology and Planning); - PPG17 (Sport and Recreation); - PPS25 (Development and Flood Risk);. It is therefore considered that subject to the compliance with the attached conditions and taking into account all other material planning considerations, including the development plan the proposal would be acceptable. This also includes a consideration of whether the decision to grant permission is compatible with the Human Rights Act 1998.

**NOTE TO APPLICANT**

Your attention is drawn to Condition(s) that may appear on this consent that may require certain details to be agreed prior to either the development being commenced, or certain works being carried out. It is important to recognise that failure to comply with such a condition or conditions may render any development carried out unauthorised, and open to the possibility of enforcement action.

L A Skinner  
Development Control Manager  
Riverbank House  
Bideford



**TOWN AND COUNTRY PLANNING 1990**  
**PLANNING PERMISSION**  
**DRAFT DECISION**



TO	Taffel Enterprises c/o Narracotts Architects 2 Montpellier Terrace Torquay Devon TQ1 1BL	APP NO PARISH	1/1945/2006/FUL Shebbear (50)
		REGISTERED ON	7th September 2006
		DECISION ON	3rd May 2007

**NOTES**

1. This permission does not grant consent for works involving the demolition of a non-listed building in a Conservation Area or a listed building or for its alteration or extension in any manner which would affect its character as a building of special architectural or historic interest, for which, by virtue of Sections 8,60,74 and 75 of the Planning (Listed Buildings and Conservation Areas) Act 1990, a separate Listed Building Consent or Conservation Area Consent may be required.
2. If the applicant is aggrieved by the decision of the Local Planning Authority to refuse permission or approval for the proposed development, or to grant permission or approval subject to conditions, he may appeal to the Planning Inspectorate in accordance with Section 78 of the Town and Country Planning Act 1990 within six months of the date of this notice. (Appeals must be made on a form which is available from the Planning Inspectorate, Customer Support Unit, Temple Quay House, 2 The Square, Temple Quay, Bristol BS1 6PN). The Planning Inspectorate has power to allow a longer period for the giving of a notice of appeal but he will not normally be prepared to exercise this power unless there are special circumstances which excuse the delay in giving notice of appeal. The Planning Inspectorate is not required to entertain an appeal if it appears to him that permission for the proposed development could not have been granted by the Local Planning Authority, or could not have been so granted otherwise than subject to the conditions imposed by them, having regard to the statutory requirements, to the provisions of the development order, and to any directions given under the order. He does not in practice refuse to entertain appeals solely because the decision of the Local Planning Authority was based on a direction given by him.
3. If permission to develop land is refused, or granted subject to conditions, whether by the Local Planning Authority, or by the Secretary for the Environment, and the owner of the land claims the land has become incapable of reasonably beneficial use in its existing state and cannot be rendered capable of reasonably beneficial use by carrying out of any development which has been or would be permitted, he may serve on the Council of the district in which the land is situated a purchase notice requiring that council to purchase his interest in the land in accordance with the provisions of Part VI of the Town and Country Planning Act 1990.
4. In certain circumstances, a claim may be made against the Local Planning Authority for compensation, where permission is refused or granted subject to conditions by the Secretary of State on appeal or on a reference of the application to him. The circumstances in which such compensation is payable are set out in Section 114 of the Town and Country Planning Act 1990.
5. **THIS IS NOT A BUILDING REGULATION APPROVAL**  
Please contact Building Control on 01237 428724 for further advice



Section 106 Agreement

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**APPENDIX 2**

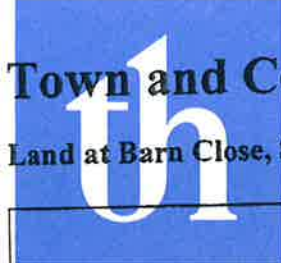
**THE PLAN**

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Land to the Rear of Barn Close, Shebbear, Devon  
PL10.567

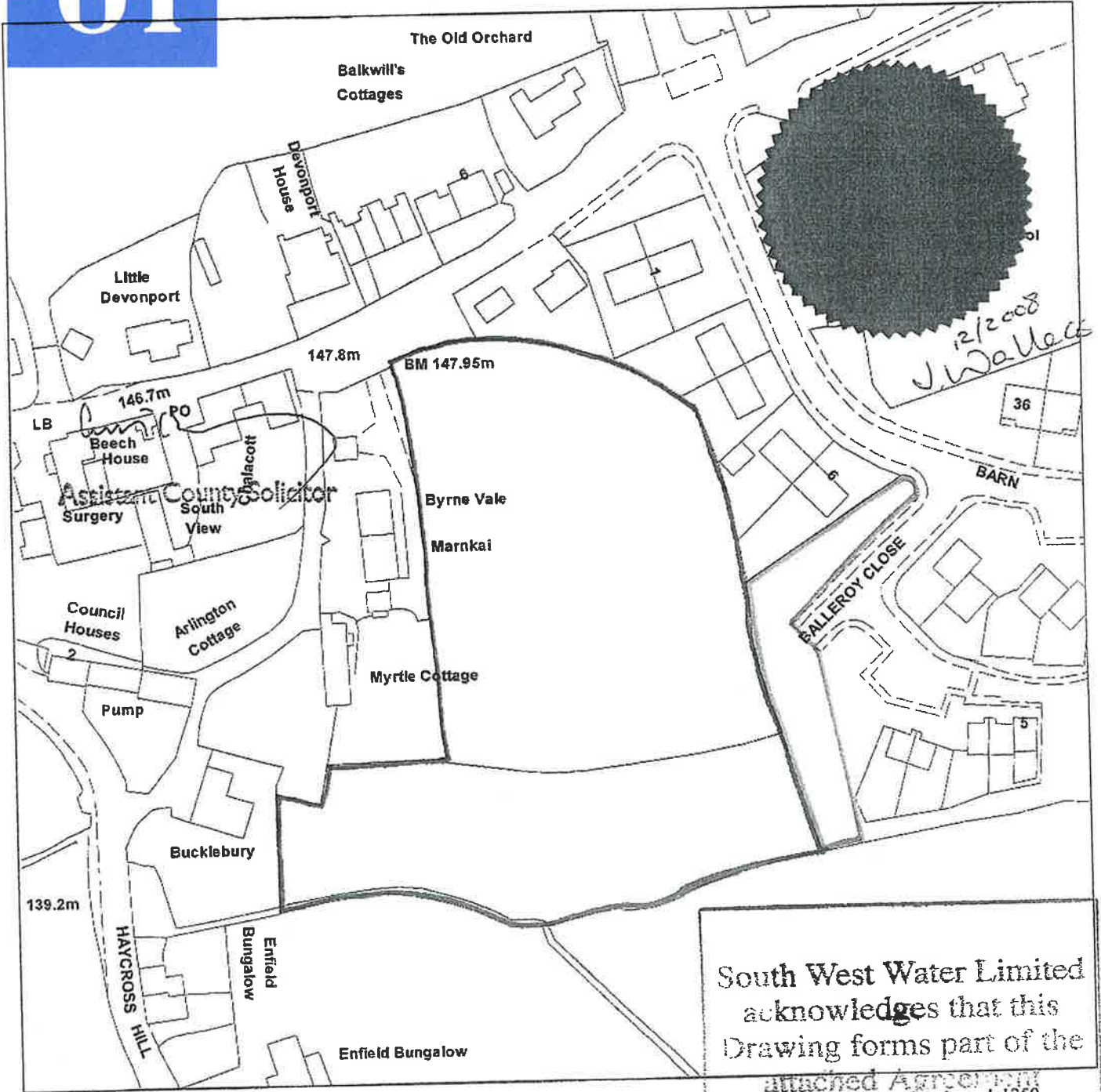
**trowers & hamlins**

*D. 18*



# Town and Country Planning Act 1990

Land at Barn Close, Shebbear



South West Water Limited acknowledges that this Drawing forms part of the attached Agreement  
Scale: 1:1250

 The Site

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Organisation	Torrige District Council
Department	Planning Services
Comments	PL10.567
Date	05 February 2008
SLA Number	100022736





Section 106 Agreement

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**APPENDIX 3**

**FOOTPATH PLAN  
LINK TO BALLEROY CLOSE**

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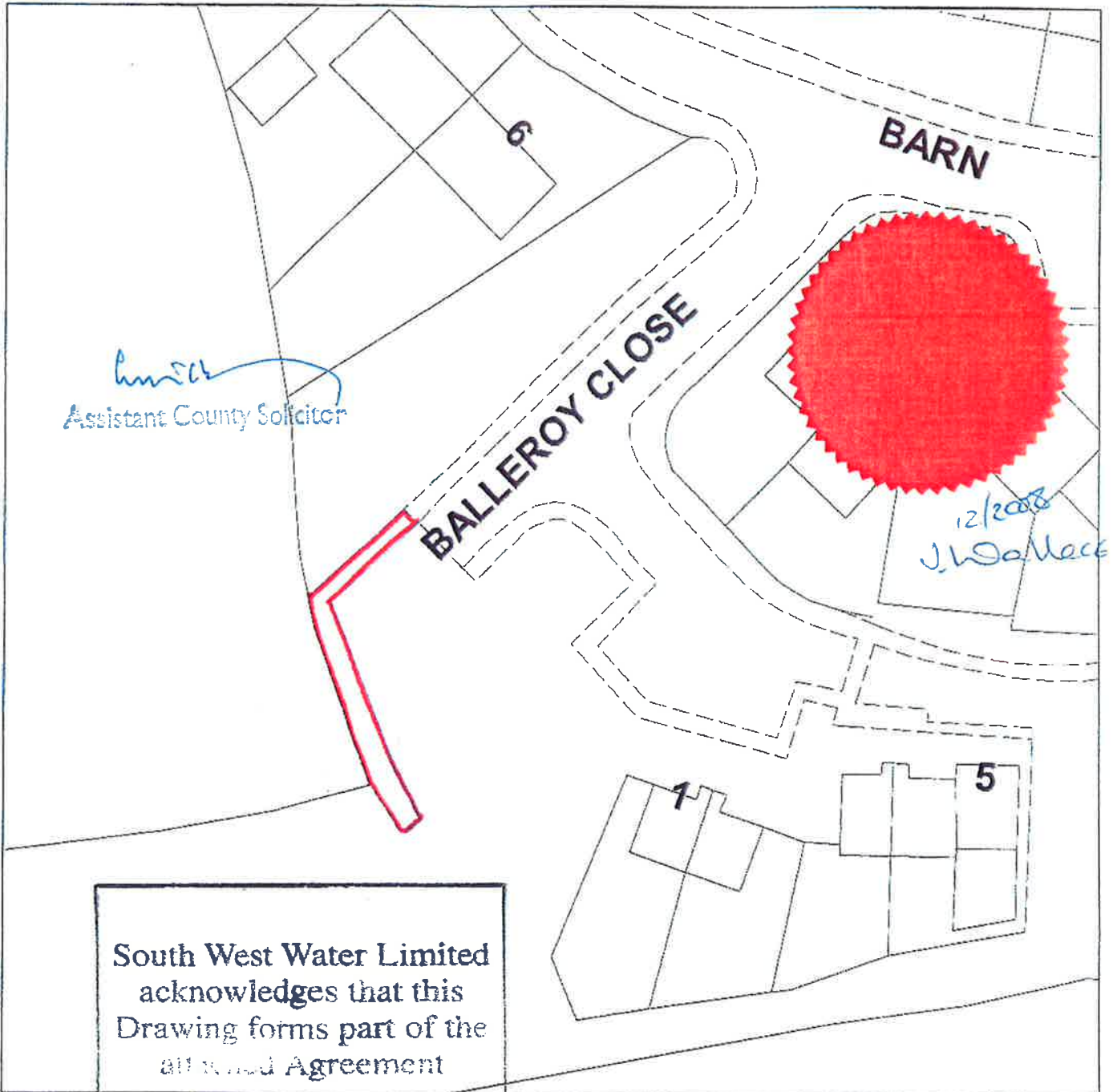
Land to the Rear of Barn Close, Shebbear, Devon  
PL10.567

**trowers & hamlins**

# Town and Country Planning Act 1990

## Balleroy Footpath Plan

*B 18*



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affiliated Agreement**

**Scale : 1:500**

 **The Site**

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<b>Organisation</b>	Torrige District Council
<b>Department</b>	Planning Services
<b>Comments</b>	PL10.567
<b>Date</b>	05 February 2008
<b>SLA Number</b>	100022736

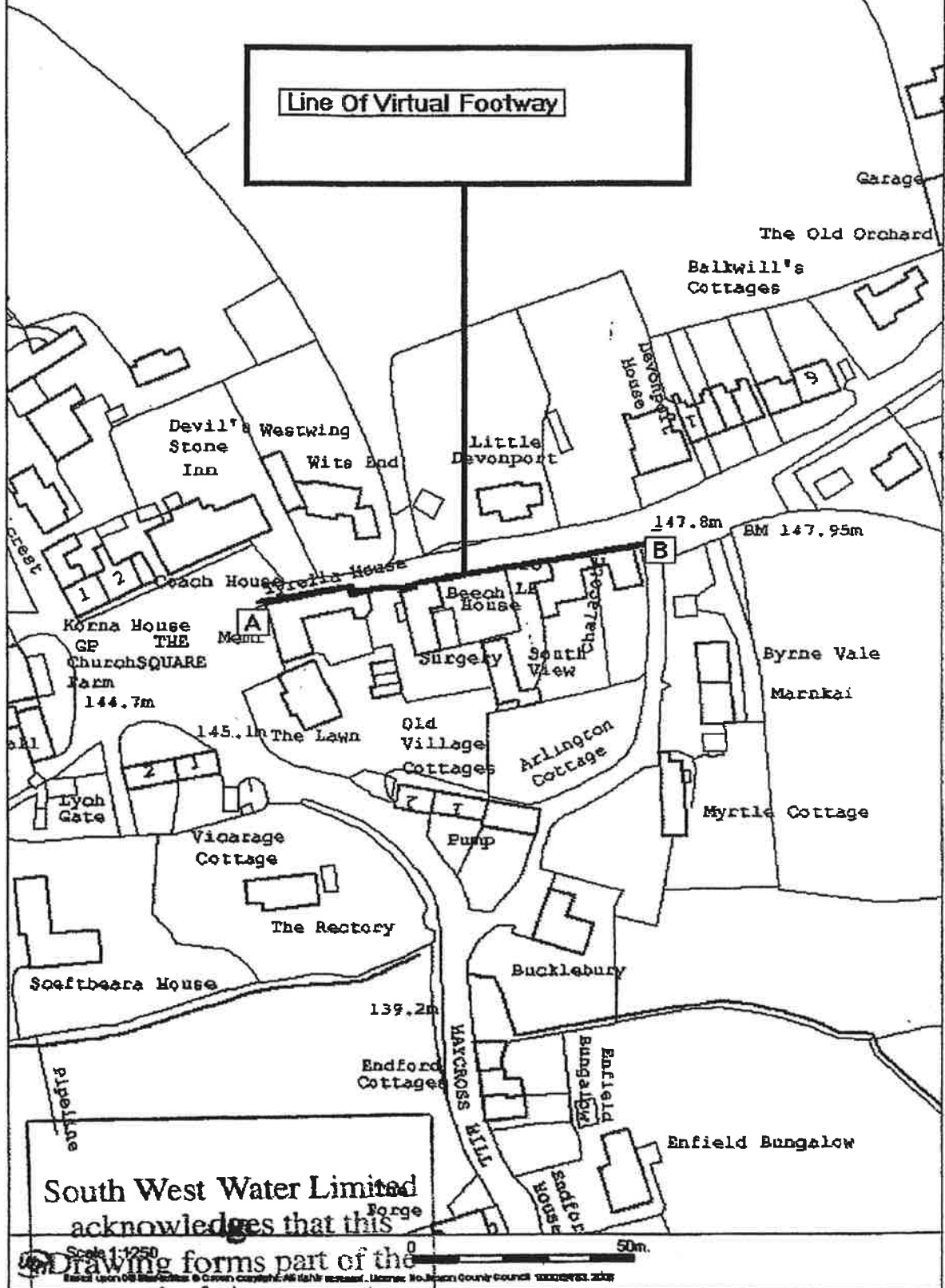


**APPENDIX 4**

**HIGHWAY WORKS**

# HIGHWAY WORKS PLAN

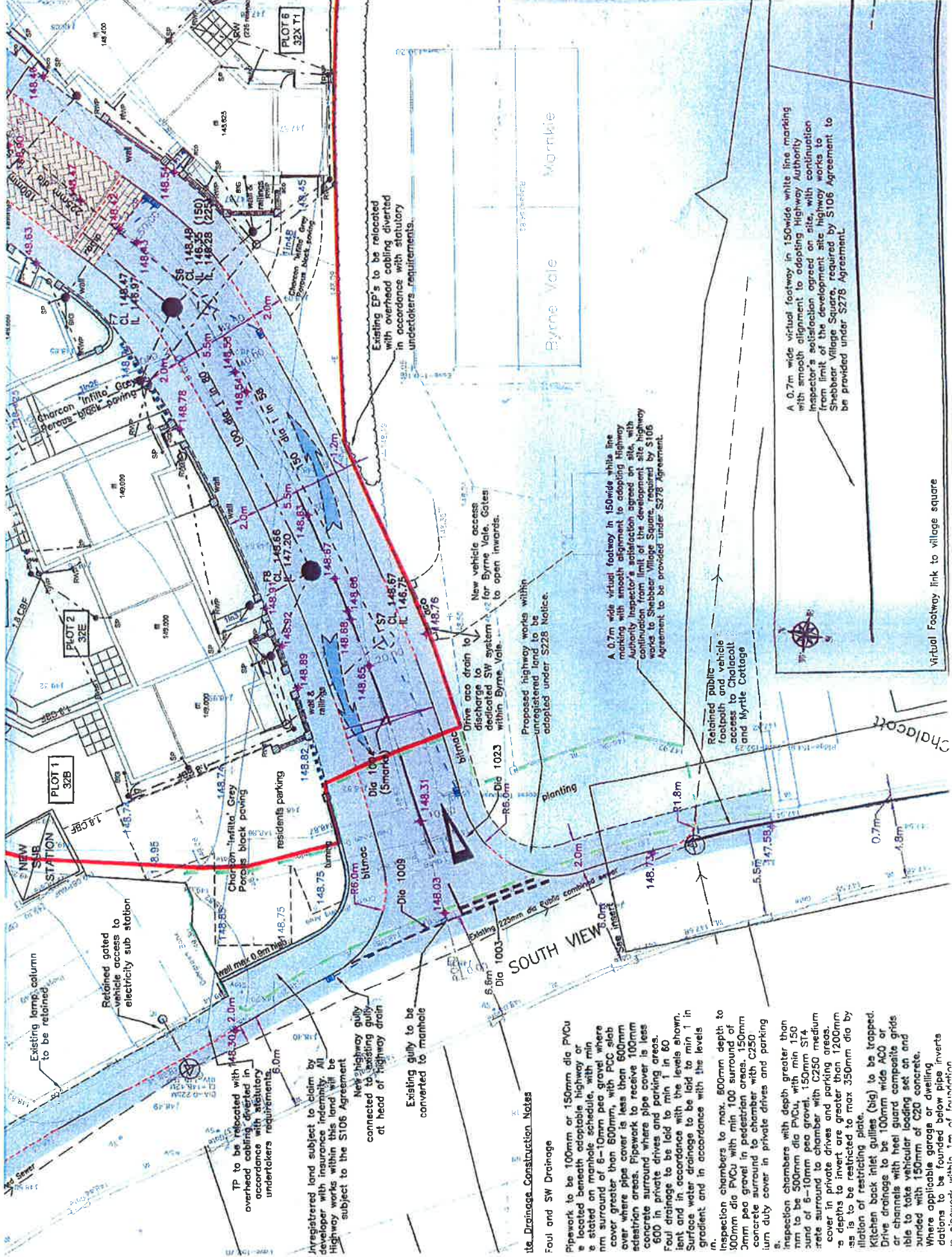
Line Of Virtual Footway











**Drainage Construction Notes**

- Foul and SW Drainage
- Pipework to be 100mm dia PVCu
- located beneath adoptable highway or
- stated on manhole schedule, with min
- nm surround of 8-10mm pea gravel, where
- cover greater than 600mm, with PCC slab
- over where pipe cover is less than 600mm
- adestrian areas. Pipework to receive 100mm
- concrete surround where pipe cover is less
- 600 in private drives and parking areas.
- Foul drainage to be laid to min 1 in 60
- gradient and in accordance with the levels shown.
- Surface water drainage to be laid to min 1 in
- gradient and in accordance with the levels
- shown.
- Inspection chambers to max 600mm depth to
- 300mm dia PVCu with min 100 surround of
- 30mm pea gravel in pedestrian areas. 150mm
- concrete surround to chamber with C250
- alum duty cover in private drives and parking
- areas.
- Inspection chambers with depth greater than
- 300mm to be 500mm dia PVCu, with min 150
- mm surround of 8-10mm pea gravel, 150mm S14
- concrete surround to chamber with C250 medium
- duty cover in private drives and parking areas.
- Inspection chambers with depth greater than 1200mm
- to be restricted plate.
- Kitchen back inlet gullies (big) to be trapped.
- Drive drainage to be 100mm wide ACO or
- equivalent with heel guard composite grids
- able to take vehicular loading set on and
- surround with 150mm of C20 concrete.
- Where applicable garages or dwelling
- drainage to be founded below pipe inverts
- and surround with 1m of foundation



Virtual Footway link to village square

A 0.7m wide virtual footway in 150wide white line marking with smooth alignment to adopting Highway Authority Inspector's satisfaction agreed on site, with continuation from limit of the development site highway works to Shebbear Village Square, required by S106 Agreement to be provided under S278 Agreement.

A 0.7m wide virtual footway in 150wide white line marking with smooth alignment to adopting Highway Authority Inspector's satisfaction agreed on site, with continuation from limit of the development site highway works to Shebbear Village Square, required by S106 Agreement to be provided under S278 Agreement.

Proposed highway works within unregistered land to be adopted under S228 Notice.

New vehicle access for Byrne Vale Gates to open inward.

Existing EP's to be relocated with overhead cabling diverted in accordance with statutory undertakers requirements.

Registered land subject to claim by developer with insurance indemnity. All highway works within this land will be subject to the S106 Agreement

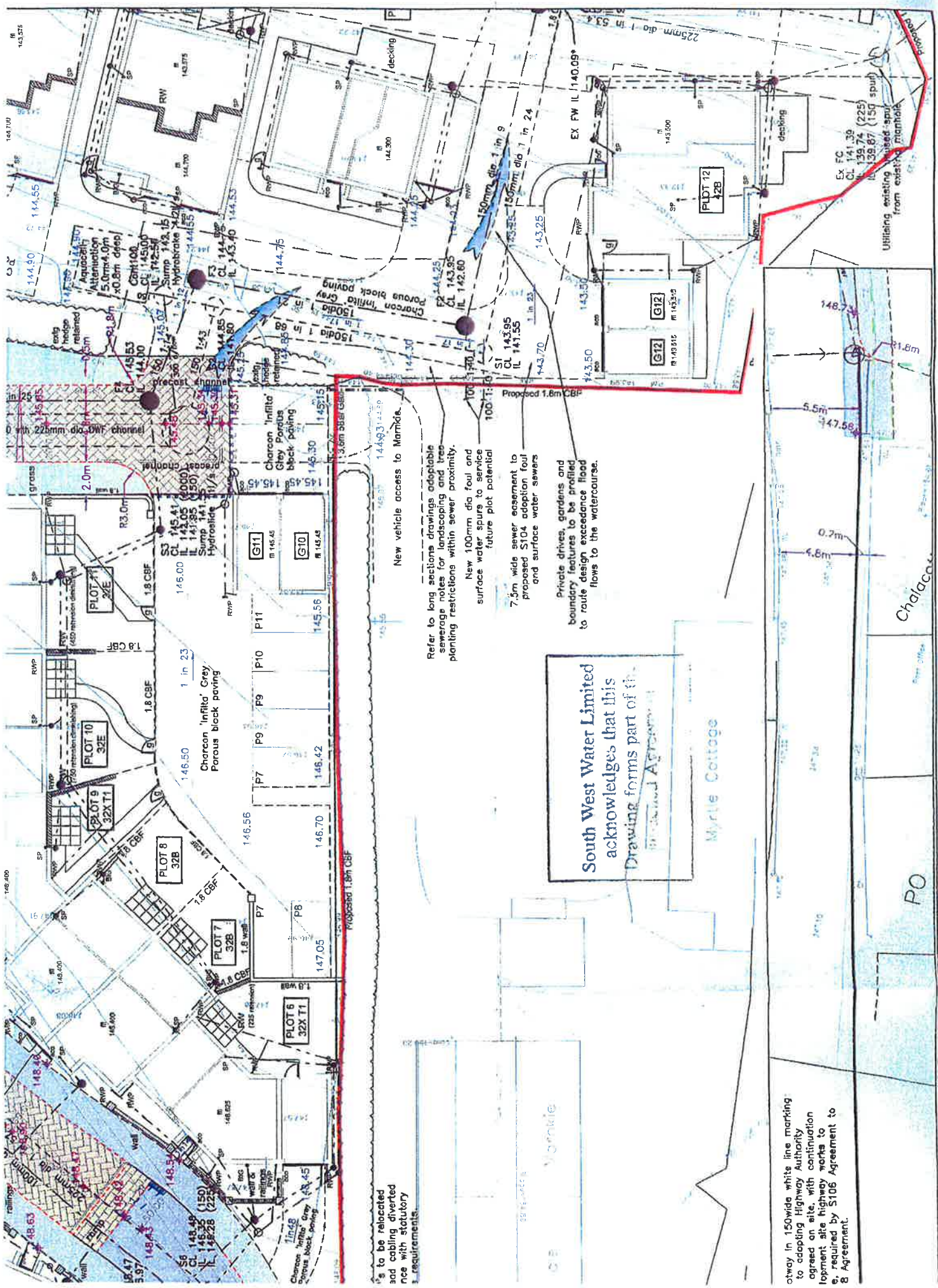
New highway gully connected to existing gully at head of highway drain

Existing gully to be converted to manhole

Retained gated vehicle access to electricity sub station

Existing lamp column to be retained





to be relocated and cabling diverted in accordance with statutory requirements.

Refer to long sections drawings adoptable sewerage notes for landscaping and tree planting restrictions within sewer proximity.

New 100mm dia foul and surface water spurs to service future plot potential

7.5m wide sewer easement to proposed S104 adoption foul and surface water sewers

Private drives, gardens and boundary features to be profiled to route design exceedance flood flows to the watercourse.

**South West Water Limited**  
acknowledges that this Drawing forms part of the **Statutory Agreement**

away in 150wide white line marking to adopting Highway Authority agreed on site, with continuation of highway works to be required by S106 Agreement to S Agreement.

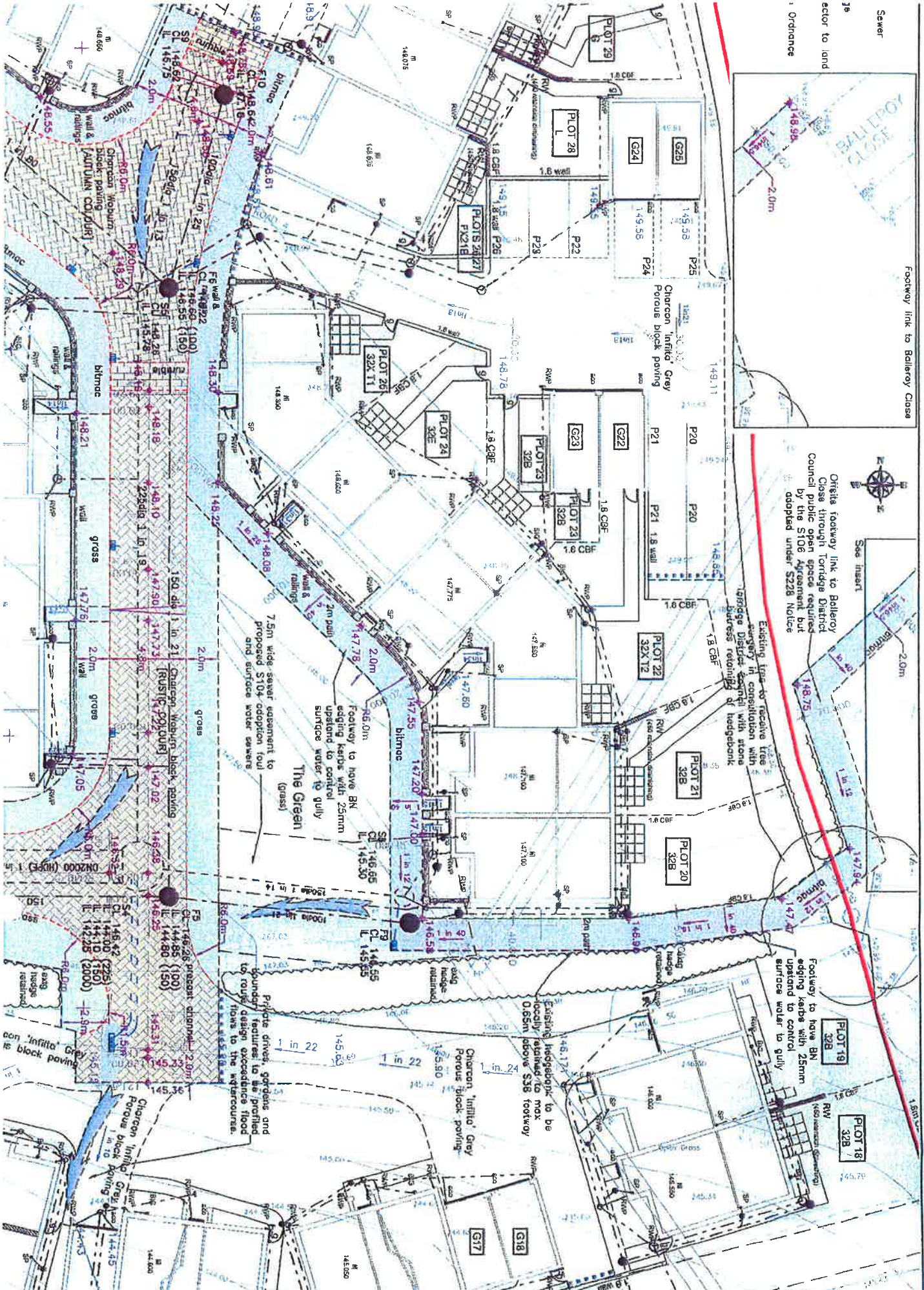
Chalaca

PO

Myrtle Cottage

Utilising existing sewer spur from existing manhole





Sewer

ector to land

Ordinance

Footway link to Battery Close



See insert  
 Orifite footway link to Battery Close through Torridge District Council public open space required by the S106 Agreement but adopted under S228 Notice

Existing tree to receive tree energy in consultation with Torridge District Council with stone bases retaining hedgebank

7.5m wide sewer easement to proposed S104 adoption foul and surface water sewers

Footway to have BN edging kerbs with 25mm upstand to control surface water to gully  
 The Green (Grass)

Footway to have BN edging kerbs with 25mm upstand to control surface water to gully

Existing hedgebank to be locally retained to max 0.65m above S38 footway

Private drives, gardens and boundary features to be profiled design to prevent flood flows to the watercourse.

*Handwritten signature/initials*

AT0625/02B

**APPENDIX 5**

**AFFORDABLE HOUSING PLAN**



**COMMENTS:**  
 1. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.  
 2. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.  
 3. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.  
 4. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.  
 5. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.

**NOTES:**  
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**REVISIONS:**  
 1. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.  
 2. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.  
 3. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.  
 4. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.  
 5. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.

**SCALE:**  
 1" = 10'-0"

**DATE:**  
 12/20/2006

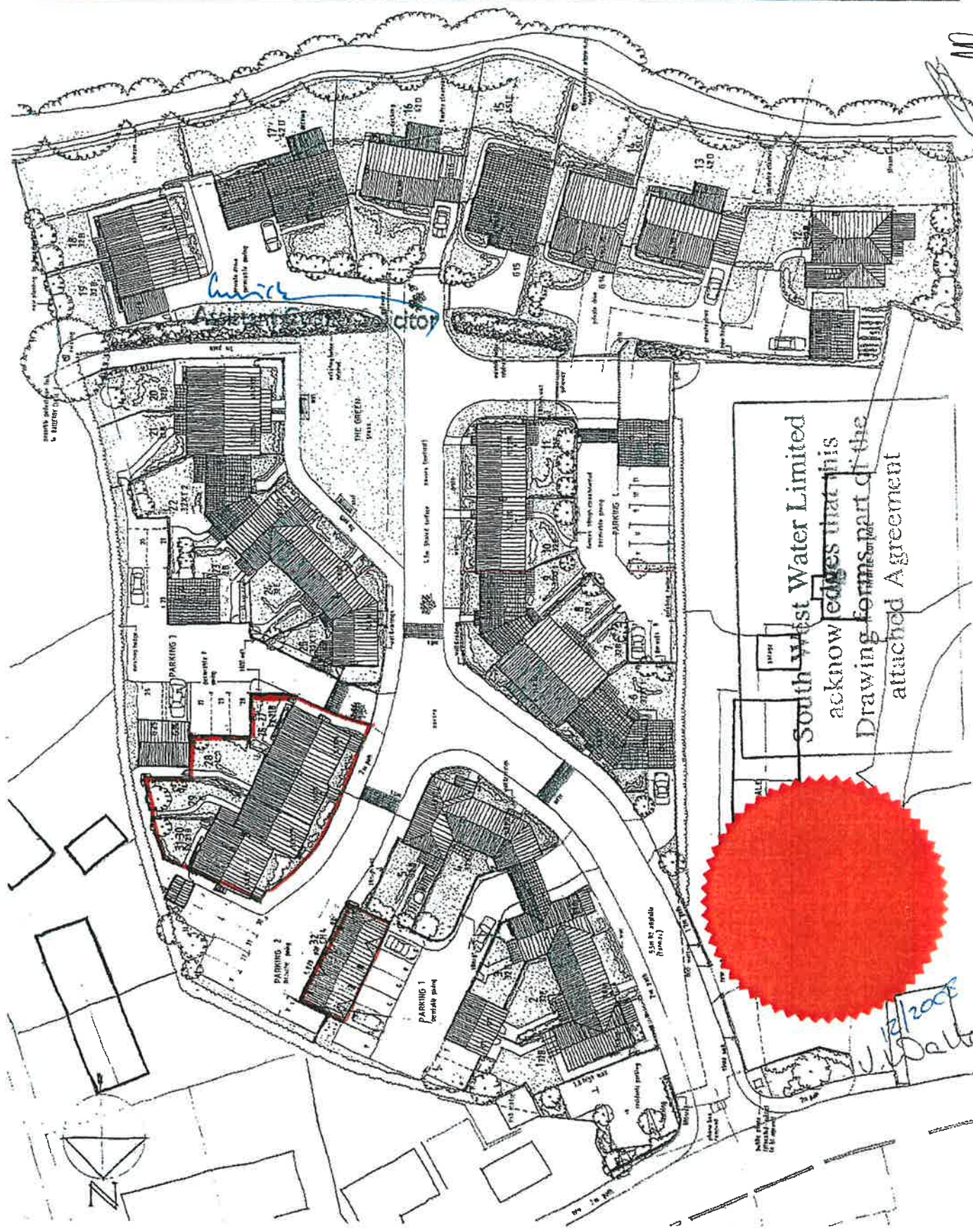
**DRAWN BY:**  
 J. Dalbec

**PROJECT:**  
 Proposed Residential Development at SHEBBEAR

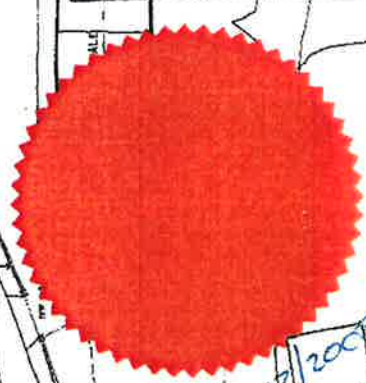
**CLIENT:**  
 Narracotts

**CONTACT:**  
 Tel: 01800 292324  
 Fax: 01800 214315

**DATE:**  
 1905  
 1200  
 JUL 06



South West Water Limited  
 acknowledges that this  
 Drawing forms part of the  
 attached Agreement



12/20/2006  
 J. Dalbec