

~~TDC~~ - BUCKLAND BREWER
- HILL PARK -

68-3

DATED 5 July 2013

FREDERICK GEORGE BABB
and
CYRIL JOHN BABB
and
WILLIAM JAMES HEYWOOD
and
GEORGE WILLIAM HEYWOOD
and
TORRIDGE DISTRICT COUNCIL
and
PEARCE CONSTRUCTION (BARNSTAPLE) LIMITED
and
BUCKLAND BREWER PARISH COUNCIL

SECTION 106 AGREEMENT

relating to land adjacent to
BUCKLAND BREWER COUNTY PRIMARY SCHOOL
BUCKLAND BREWER, BIDEFORD

THIS AGREEMENT is made the 5th day of July Two Thousand and Thirteen

Between

1. **TORRIDGE DISTRICT COUNCIL** of Riverbank House, Bideford, Devon, EX39 2QG (the "District Council") and

and

2. **FREDERICK GEORGE BABB** of Batsons, Buckland Brewer, Bideford, EX39 5LN and **CYRIL JOHN BABB** of 4 Rosemoor Road, Cadiwell, Torrington, EX38 7NB and **WILLIAM JAMES HEYWOOD** of Burrough Farm, Buckland Brewer, Bideford, EX39 5DJ and **GEORGE WILLIAM HEYWOOD** of Bowden Farm, Buckland Brewer, Bideford, EX39 5EL (the "Owners").

and

3. **PEARCE CONSTRUCTION (BARNSTAPLE) LIMITED** a company registered in England (Co. Reg. 408163) whose registered office is situated at Pearce House, Brannam Crescent, Roundswell Business Park, Barnstaple, Devon, EX31 3TD (the "Applicants").

and

4. **BUCKLAND BREWER PARISH COUNCIL**
(the Parish Council')

INTRODUCTION

- (1) The District Council is the Local Planning Authority for the Torridge District of North Devon for the purposes of the 1990 Act for the area in which the Application Land is situated
- (2) The Owners are the estate owner in fee simple in possession subject to an Option Agreement with Pearce Construction (Barnstaple) Limited of the Application Land, a one year Lease from 14th April 2012 between WILLIAM JAMES HEYWOOD to DEVON COUNTY COUNCIL dated 30th July 2012
- (3) The Applicants and Buckland Brewer Community Hall Committee jointly submitted the Application to the District Council and the parties have agreed to enter into this Deed in order to secure the planning obligations contained in this Deed.

NOW THIS DEED WITNESS AS FOLLOWS

1. DEFINITIONS

1990 Act	means the Town and Country Planning Act 1990 as amended.
----------	--

Application	means the full planning application registered on 21 st August 2012 under reference number 1/0716/2012/FULM made to the District Council for the Development for a new village hall, parking, amenity space and school play area, 32 open market and 8 affordable dwellings, access and drainage.
Application Land	means the land shown edged red on the Plan attached to this Agreement lying adjacent to Buckland Brewer County Primary School, Buckland Brewer, Bideford.
Commencement of the Development	means the date on which any material operation (as defined in Section 56(4) of the Act) forming part of the Development begins to be carried out other than (for the purposes of this Deed and for no other reason) operations consisting of, investigations for the purpose of assessing ground conditions, remedial work in respect of any contamination or other adverse ground conditions.
Development	means the proposed development as defined in the Application
Dwelling	means a unit of residential accommodation to be constructed on the Application Land pursuant to the Planning Permission.
Homes and Communities Agency	means the central government agency (formerly the Housing Corporation) which provides funding to and regulates Registered Housing Providers and shall include any successor in function howsoever named or any organisation which is performing a similar function.
Interest Rate	means the Law Society's Interest Rate calculated on a day to day basis
Open Market Rent	means rent at a level which is not subject to any of the restrictions which have been agreed and are set down in the terms of this agreement.
Open Market Dwelling	Any dwelling on the Development that is not an Affordable House
Owners	means the Owners and their heirs and successors in title to the Application Land and persons deriving title under them in respect of the Application Land and each part of it.
Plan	means the Plan 1 annexed to this Agreement.
Planning Permission	means any planning permission issued pursuant to the Application including a planning permission granted on appeal.

Village Hall Contribution	means the sum of £325,000 (three hundred and twenty five thousand pounds) or as otherwise calculated in accordance with paragraph 2.1 of Schedule. Two

2. CONSTRUCTION OF THIS DEED

- 2.1 Where in this Deed reference is made to any clause, paragraph or schedule or recital such reference (unless the context otherwise requires) is a reference to a clause, paragraph or schedule or recital in this Deed.
- 2.2 Words importing the singular meaning where the context so admits include the plural meaning and vice versa.
- 2.3 Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed interchangeable in that manner.
- 2.4 Wherever there is more than one person named as a party and where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and severally unless there is an express provision otherwise.
- 2.5 Any reference to an Act of Parliament shall include any modification, extension or re-enactment of that Act for the time being in force and shall include all instruments, orders, plans regulations, permissions and directions for the time being made, issued or given under that Act or deriving validity from it.
- 2.6 References to any party to this Deed shall include the successors in title to that party and to any person deriving title through or under that party and in the case of the District Council and the successors to their respective statutory functions.

3. LEGAL BASIS

- 3.1. THIS Agreement is made pursuant to Section 106 of the 1990 Act and save as this Agreement may be modified or discharged pursuant to Section 106A of the 1990 Act Section 111 of the Local Government Act 1972 and all other enabling powers in that behalf.
- 3.2. The covenants, restrictions and requirements imposed upon the Owner and Trustees under this Deed create planning obligations pursuant to Section 106 of the Act and are enforceable by the District Council and County Council as local planning authorities against the Owner and the Trustees and the Applicants.

band

4. **CONDITIONALITY**

This Deed is conditional upon:

- (i) the grant of the Planning Permission; and
- (ii) the Commencement of Development

save for the provisions of Clauses 6.1, 7, 8, 12 and 13 which shall come into effect immediately upon completion of this Deed.

5. **THE OWNERS AND THE APPLICANTS COVENANTS**

The Owners and the Applicants covenant with the District Council as set out in the Schedules hereto.

- 5.1 The District Council agree to issue the Planning Permission in the Form set out in the draft annexed hereto.

6. **MISCELLANEOUS**

- 6.1 The Applicants shall, prior to the execution of this Deed pay the District Council's reasonable legal costs in connection with the preparation and completion of this Deed.
- 6.2 No provisions of this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999.
- 6.3 The contents of this Agreement may be registered by the District Council as a Local Land Charge pursuant to section 106(11) of the 1990 Act.
- 6.4 Where the agreement, approval, consent or expression of satisfaction is required by the Owners or the Applicants from the District Council under the terms of this Deed such agreement, approval or consent or expression of satisfaction shall not be unreasonably withheld or delayed and any such agreement, consent, approval or expression of satisfaction shall be given on behalf of the District Council and by the proper officer, and any notices shall be deemed to have been properly served if sent by recorded delivery to the principal address or registered office (as appropriate) of the relevant party.

- 6.5 Where the agreement, approval, consent or expression of satisfaction is required by the District Council from the Owners or the Applicants under the terms of this Deed such agreement, approval, consent or expression of satisfaction shall not be unreasonably withheld or delayed and any notices shall be deemed to have been properly served if sent by recorded delivery to the principal address or registered office (as appropriate) of the relevant party
- 6.6 Insofar as any clause or clauses of this Deed are found (for whatever reason) to be invalid illegal or unenforceable then such shall not affect the validity or enforceability of the remaining provisions of this Deed.
- 6.7 This Deed shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permission shall be quashed, revoked or otherwise withdrawn or (without the consent of the Owner) it is modified by any statutory procedure or (prior to the Commencement of Development) expires.
- 6.8 No person shall be liable for any breach of any of the planning obligations or other provisions of this Deed after it shall have parted with its entire interest in the Application Land or the part in respect of which the breach occurs but without prejudice to liability for any subsisting breach arising prior to parting with such interest.
- 6.7 This Deed shall not be enforceable against owner-occupiers or tenants of dwellings constructed pursuant to the Planning Permission nor against those deriving title from them.
- 6.10 Nothing in this Deed shall prohibit or limit the right to develop any part of the Application Land in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Deed.
- 6.11 Nothing contained or implied in this Deed shall prejudice or affect the rights discretions powers duties and obligations of the District Council under all statutes by-laws statutory instruments orders and regulations in the exercise of their functions as a local authority and nothing herein contained or implied shall be taken to be a covenant or warranty or representation on the part of the District Council that the Applicants proposals are lawful
- 6.12 No compensation shall be payable by the District Council in respect of any provision of this agreement.
- 6.13 Nothing in this Agreement is or amounts to or shall be construed as a planning permission within the meaning of Section 336 of the 1990 Act

7. CHANGE IN OWNERSHIP

The Owners and the Applicants agree with the District Council to give the District Council immediate written notice of any change in ownership of any of its interests in the Application Land occurring before all the obligations under this Deed have been discharged such notice to give details of the transferee's full name and registered office if a company or usual address if not together with the area of the Application Land or unit of occupation purchased by reference to a plan.

8. SETTLEMENT OF DISPUTES

- 8.1 Any dispute arising out of the provisions of this Agreement shall be referred to a person having appropriate qualifications and experience in such matters ("the Expert") for the determination of that dispute PROVIDED THAT the provisions of this clause shall be without prejudice to the right of any party to seek the resolution of any dispute arising out of the provisions of this Agreement by referring the matter to the courts and also or alternatively by the District Council in accordance with Section 106(6) of the 1990 Act and the referral of any such dispute to the Expert shall not prejudice prevent or delay the recourse of any party to the courts or to the provisions of Section 106 (6) of the 1990 Act for the resolution of any dispute arising out of the provisions of this Agreement.
- 8.2 The Expert shall be appointed jointly by the relevant parties to the dispute or in default of agreement then by a person nominated by the President for the time being of the Royal Institution of Chartered Surveyors on the application of any of the parties.
- 8.3 The decision of the Expert shall be final and binding upon the relevant parties (subject to the right of the relevant parties to refer the matters to the court) and the following provisions shall apply: -
- 8.4 The charges and expenses of the Expert shall be borne equally between the relevant parties unless the Expert shall otherwise direct.
- 8.5 The Expert shall give the relevant parties an opportunity to make representations and counter representations to the Expert before the Expert shall make their decision.
- 8.6 The Expert shall be entitled to obtain opinions from others if the Expert so wishes.
- 8.7 The Expert shall make their decision within the range of any representations made by the relevant parties themselves.
- 8.8 The Expert shall comply with any time limit or other directions agreed by the relevant parties on or before the appointment of the Expert.

9. COMPLIANCE MONITORING CONTRIBUTION

The Applicants shall, prior to the execution hereof, pay to the District Council the sum of £200.00 } (Two hundred pounds) as a contribution towards the District Council's costs of monitoring the implementation of this Agreement.

10. INTEREST

If any payment due under this Deed is paid late, interest will be payable from the date payment is due to the date of payment

11. VAT

All consideration given in accordance with the terms of this Deed shall be exclusive of any value added tax properly payable.

12. JURISDICTION

This Deed is governed by and interpreted in accordance with the law of England and Wales and the parties submit to the non-exclusive jurisdiction of the courts of England and Wales.

13. DELIVERY

The provisions of this Deed (other than this clause which shall be of immediate effect) shall be of no effect until this Deed has been dated.

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

SCHEDULE 1

1. AFFORDABLE HOUSING

Part A - 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 eight (8) Affordable Houses 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 Social Rent; or

(b) a dwelling for rent at a rent which does not exceed the Affordable Rent

"Intermediate Rent" means a weekly rent up to a maximum of 80% of Open Market rents (including service charges where applicable) for an equivalent property of that size and location, as agreed in writing with the Proper Officer. For the avoidance of doubt, affordable rent units are an intermediate tenure equating to 80% Open Market Rent, and any other successor future intermediate tenures will be deemed to be included in this definition.

"Intermediate Rented Dwelling" Means Affordable Housing let on an Intermediate Rent

"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 and/or (as appropriate) the Applicants.

"District" Means the administrative district of the District Council

"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"	<p>(a) a minimum continuous residence by a prospective owner or occupier of five years in the Parish immediately prior to their first Occupation; or</p> <p>(b) residence by a prospective owner or occupier for five years in the Parish within the ten years preceding their first Occupation; or</p> <p>(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 their first Occupation; or</p> <p>(d) where a prospective owner or occupier has had continuous employment in the Parish for the past five years prior to their first Occupation ; or</p> <p>(e) a key worker under a scheme approved by the Council</p>
"Occupation "	means occupation of a Dwelling or part of a Dwelling for residential purposes and "Occupy" shall be construed similarly
"Offer Date"	means the date on which the Owner first makes an offer to sell one or more of the Affordable Houses to a Registered Provider or Registered Providers (as the case may be) or the date on which the Owner 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 Buckland Brewer
"Proper Officer"	means the Council's Head of Strategic Planning and Development Services or in his/her absence such person who is properly designated to undertake his/her duties.
"Registered Provider"	means a body which is registered as a provider of social housing under part 2 of the Housing and Regeneration Act 2008 or such other class of body as may be constituted under any legislation replacing that provision.
"Social Rent"	means a rent which does not exceed Homes and Community Agency target rents for the area in which the Affordable Housing is located, as specified by the Homes and Communities Agency or other body approved by the Council who set rent levels for Affordable Housing.

"Social Rented Dwellings"	means Affordable Housing comprising houses to be let at a Social Rent
"Stand Alone Construction Cost"	means the cost which a Registered Provider would incur to build the Affordable Houses if it let a separate contract to an independent contractor to ascertained by seeking tenders from three suitable building contractors active in the area.
"Unrestricted Dwelling"	means those dwellings to be constructed on the Application Land other than the Affordable Houses
"Unrestricted Value"	means the value that any Affordable House would have if it was not subject to this Deed or any other restriction on the price at which it could be sold or the person who would occupy it.

Part 1

Affordable Dwellings

1. Unless otherwise agreed in writing between the Owner and the Council the Affordable Dwellings shall mean a scheme for the provision of at least 8 Affordable Houses as follows

No. Bedrooms	Number of units	Size (sq metres)	Tenure
2	3	67m	Social Rent
3	1	82m	Social Rent
2	3	67m	Intermediate Rent
3	1	82m	Intermediate Rent

OR as agreed in writing by the Proper Officer.

Part 2
Provision of Affordable Housing

Provision of the Affordable Housing

The Owner undertakes that: -

1. The Owner shall provide the dwellings set out in Part 1 of this Schedule as Affordable Dwellings and in accordance with paragraph 5 below.
2. The Owner shall use all reasonable endeavours to enter into a contract for the sale of the Affordable Dwellings to a Registered Provider.
3. If the Owner having used all reasonable endeavours to negotiate with a Registered Provider has not exchanged contracts for the purchase of the Affordable Housing within 26 weeks of the later of (i) the Commencement of the Development and (ii) the Offer Date the Owner may request the Council to nominate an alternative Registered Provider and the Owner shall use all reasonable endeavours to enter into a contract for the sale of the Affordable Dwellings to the Nominated Registered Provider at a price as agreed between the Owner and the Nominated Registered Provider and approved by the Council.
4. If a Registered Provider is unable to purchase Affordable Dwellings within the period of 26 weeks through lack of funding it may require the Owner to dispose of plots of land to the Registered Provider for the consideration of £1 instead of the same number of Affordable Dwellings so long as the Owner also makes a payment for construction of the dwellings to the Registered Provider such payment to be equivalent to the Stand Alone Construction Cost
5. Prior to the occupation of the 28th Unrestricted Dwelling the Owner undertakes to make four of the Affordable Dwellings available ready for occupation to the reasonable satisfaction of a Registered Provider and to make the remaining four Affordable Dwellings available ready for occupation to the satisfaction of a Registered Provider before the occupation of 80% of the Unrestricted Dwellings to be constructed as part of the Development.

6. If within 10 months of the Commencement of the Development the Owner has not exchanged contracts to sell the Affordable Dwellings to a Registered Provider the Owner may give written notice to the Council that it intends to provide the Affordable Dwellings for Rent by a private landlord and on the giving of such a notice paragraphs 8 and 9 shall apply.
7. The Council and the Owner agree that all nominations of proposed occupiers of Affordable Housing shall be made in accordance with Choice Based Lettings for the duration of the existence of Choice Based Lettings, in accordance with Communities and Local Government Guidance; Allocation of Accommodation: Choice Based Lettings, August 2008, and all subsequent guidance, and any subsequent replacement scheme that may be introduced and agreed to by the Council and the Owner. In the event that Choice Based Lettings and all subsequent replacement schemes cease to operate the Council shall have 100% nomination rights
8. Affordable Housing for Rent provided by a Private Landlord
 2. If the Owner gives notice under paragraph 6 above the Owner
 - 8.1. undertakes to provide the Affordable Dwellings defined in Part 1 of this Schedule as Social Rented Dwellings to let at a rent not exceeding a Social Rent,
 - 8.2. undertakes to provide the Affordable Dwellings defined in Part 1 of this Schedule as Intermediate Rented Dwellings to let at a rent not exceeding an Intermediate Rent
 - 8.3. No more than 28 Unrestricted Dwellings shall be occupied prior to the satisfaction of the criteria in sub-paragraphs 8.1 or 8.2
 - 8.4. The notice served under paragraph 6 shall include the Owner's proposals for:-
 - 8.4.1. the form of tenancy for such lettings and
 - 8.4.2. procedures for renting by first and future tenants and how the Council may nominate tenants from the Council's lists on future lettings
 - 8.5. The Proper Officer may approve the proposals submitted under paragraph 8.4 or may seek to agree amendments to them and if agreement cannot be reached either party may refer the matter under the dispute procedure.

- 8.6. The provisions of paragraph 9 (as appropriate) shall apply to Affordable Dwellings provided under this clause.

9. Management of the Affordable Housing

The Owner undertakes that all Affordable Houses to be constructed on this site shall be managed in accordance with the terms of this clause:-

9.1.1 No person shall let an Intermediate Rented Dwelling for a rent which exceeds an Intermediate Rent

9.1.2 No person shall let a Social Rented Dwelling for a rent which exceeds a Social Rent

9.2 No person shall Occupy an Affordable Dwelling unless that person:-

9.2.1 was a person in Housing Need and had a Local Requirement at the time of his or her first occupation of the Affordable Dwelling or

9.2.2 is a member of the household of and living with a person who was in Housing Need and had a Local Requirement at the time of his or her first Occupation of the Affordable Dwelling and (in either case)

9.2.3 occupies an Affordable House as his or her sole or main residence

but nothing in this clause shall require any person who satisfied such a requirement when they first occupied an Affordable Dwelling to vacate the dwelling if they cease to qualify under this paragraph 9.2 by virtue of the death, hospitalisation or breakdown of a relationship with the person who qualified under this paragraph 9.2

9.3 If no prospective occupier meeting the Local Requirement wishes to Occupy an Affordable Dwelling within a period of one month from the date that the Affordable Dwelling becomes available for Occupation, the Council may permit Occupation by a person in Housing Need with a Local Requirement from any directly adjacent parish to the Parish. If after a period of a further 1 month from the date the Affordable Dwelling becomes available for Occupation no prospective occupier in Housing Need with a Local Requirement from an adjacent parish to the Parish wishes to occupy an Affordable Dwelling, then an Occupier in Housing Need with a Local Requirement from any parish within the District of Torridge shall be permitted PROVIDED THAT during the said periods the Affordable Dwelling shall have been continually marketed within the Parish or adjacent parish as appropriate.

* Bulkworthy, Newton St Petrock, Shebbear; Langtree, Firtelstock
Montleigh, Littleham, Parkham, East Patford. 20th May. Next
Cascade.

SCHEDULE 2
VILLAGE HALL CONTRIBUTION

1. The Owners or the Applicants shall pay a Village Hall Contribution to the Parish Council on or before Occupation of the twentieth Open Market Dwelling **PROVIDED THAT** if the Village Hall Contribution is not paid on that date then at the date that it is paid in accordance with the terms of this Agreement it shall be calculated in accordance with the following formula:-

$$C = \frac{\pounds Y \times B}{A}$$

where:

- A** is the value of the general Index of Retail Prices ("the RPI") compiled and published by the relevant Government Department last published before the date hereof and
B is the value of the RPI last published before the said contribution has been paid and
C is the contribution to be paid and
£Y is the Village Hall Contribution

2. In the event of the Owners or the Applicants failing to settle any account or accounts that may be properly and duly rendered within fourteen days of despatch to the Owners or the Applicants then the sum due shall accrue daily interest at the Interest Rate.
3. The Parish Council covenants to only use the Village Hall Contribution towards the provision of a new village hall (which may include both land and buildings) within or reasonably located to serve the Parish of Buckland Brewer.
4. In the event that the Village Hall Contribution is not spent in full upon the matters set out in paragraph 3. above within 10 years of the date of the Village Hall Contribution being paid in full or in part, the uncommitted balance of the full or part of the Village Hall Contribution shall be refunded by the Parish Council to the person who made the payment together with interest at the rate of the Interest Rate that shall have accrued thereon from the date of payment to the Parish Council until repayment by the Parish Council.

SCHEDULE 3
Transfer of Amenity Land

1. Prior to the occupation of the 20th Open Market Dwelling the land shown edged red on Plan 2 annexed hereto shall be transferred freehold at a cost of £1 by the Owner to the Buckland Brewer Parish Council for use as an area of amenity land, together with a new access gate, in accordance with a standard Applicants' transfer deed or other document agreed with the Parish Council.

SCHEDULE 4
Transfer of Land for Village Hall and Parking

1. Prior to the occupation of the 20th Open Market Dwelling the land shown edged red on Plan 3 annexed hereto shall be transferred freehold at a cost of £1 by the Owner to the Buckland Brewer Parish Council for use as a new village hall and parking area in accordance with a standard Applicants' transfer deed or other document agreed with the Parish Council.
2. Part of the parking area as shown edged blue on Plan 3 annexed hereto shall be laid to an aggregate finish in accordance with the specification already agreed with the Parish Council by the Applicants following the completion and occupation of the twentieth Open Market Dwelling. The Owners and/or the Applicants shall have a right to keep their sheds on part of the parking area for the purposes of phase two of the Development. The area shown edged blue will be handed over over a period of eighteen months, and an area for the sheds will be retained for a further eighteen months.

SCHEDULE 5
Transfer of Multi-Use Area

1. Prior to the occupation of the 20th Open Market Dwelling the area shown edged red on Plan 4 annexed hereto shall be transferred freehold at a cost of £1 to the Parish Council for use as a multi-use area for school and community use and as an unequipped play space in accordance with a standard Applicants' transfer deed or other document agreed with the Parish Council.
2. Prior to the opening of the multi-use area the parish council shall conclude an access agreement with the Council to document the joint use of the facility

SCHEDULE 6
Transfer of Footpath Link

1. Prior to the occupation of the 20th Open Market Dwelling the Owners (or their successors in title) shall enter into the relevant agreement with Devon County Council as soon as reasonably practicable to provide an adopted off-site footpath link along the route shown edged red on Plan 5 annexed hereto in a form reasonably required by Devon County Council.

EXECUTED AS A DEED

by affixing the Common Seal of
TORRIDGE DISTRICT COUNCIL

in the presence of :-



)
A Duly Authorised Officer

)
A Duly Authorised Officer



68/2013

EXECUTED AS A DEED

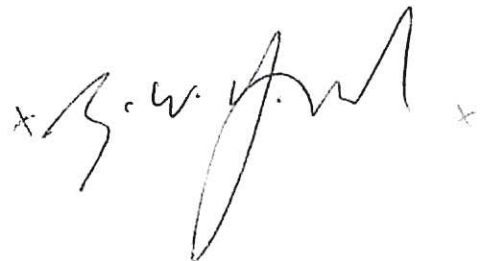
By **PEARCE CONSTRUCTION (BARNSTAPLE) LIMITED**

acting by a director and a director or secretary

A.M. Parsons
Director

[Signature]
Director/~~Secretary~~

SIGNED AND DELIVERED AS A DEED BY
GEORGE WILLIAM HEYWOOD



WITNESS :

SIGNATURE

OCCUPATION

ADDRESS

[Signature]
Retired

Old Keepers Cottage,
Tennacott Lane
Bideford.
EX39 4QD.