

DATED

26 January 2007

REEF SECURITIES (1)

- and -

TORRIDGE DISTRICT COUNCIL (2)

AS
AND
ALLIED IRISH ASSET FINANCE PLC (3)
and
SUL

DEVON COUNTY COUNCIL (4)

SECTION 106 AGREEMENT

under Section 106 of the
Town & Country Planning Act 1990
relating to
The Former Somerfield Store and Car Park,
18-19 The Square, Holsworthy, Devon

Trowers & Hamlin's Portland House Longbrook Street EXETER EX4 6AB		Ashfords Ashford house Greenadier Road Exeter EX1 3LH
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This **SECTION 106 AGREEMENT** is made as a deed this 21 day of January 2006

BETWEEN

- (1) **REEF SECURITIES LIMITED** (Co No 05065309) whose registered office is at 14 Little Portland Street London W1W 8BN ('the Owner')
- (1) **TORRIDGE DISTRICT COUNCIL** of Riverbank House Bideford EX39 2QG ('the Council')
- (2) **ALLIED IRISH ASSET FINANCE PLC** (Co No 3091082) of 10 Old Jewry, London EC2R 8DN ('the Bank')
- (3) **DEVON COUNTY COUNCIL** of County Hall Topsham Road Exeter in the County of Devon ('the County Council')

WHEREAS

In this Deed the following words and expressions shall have the following meanings:

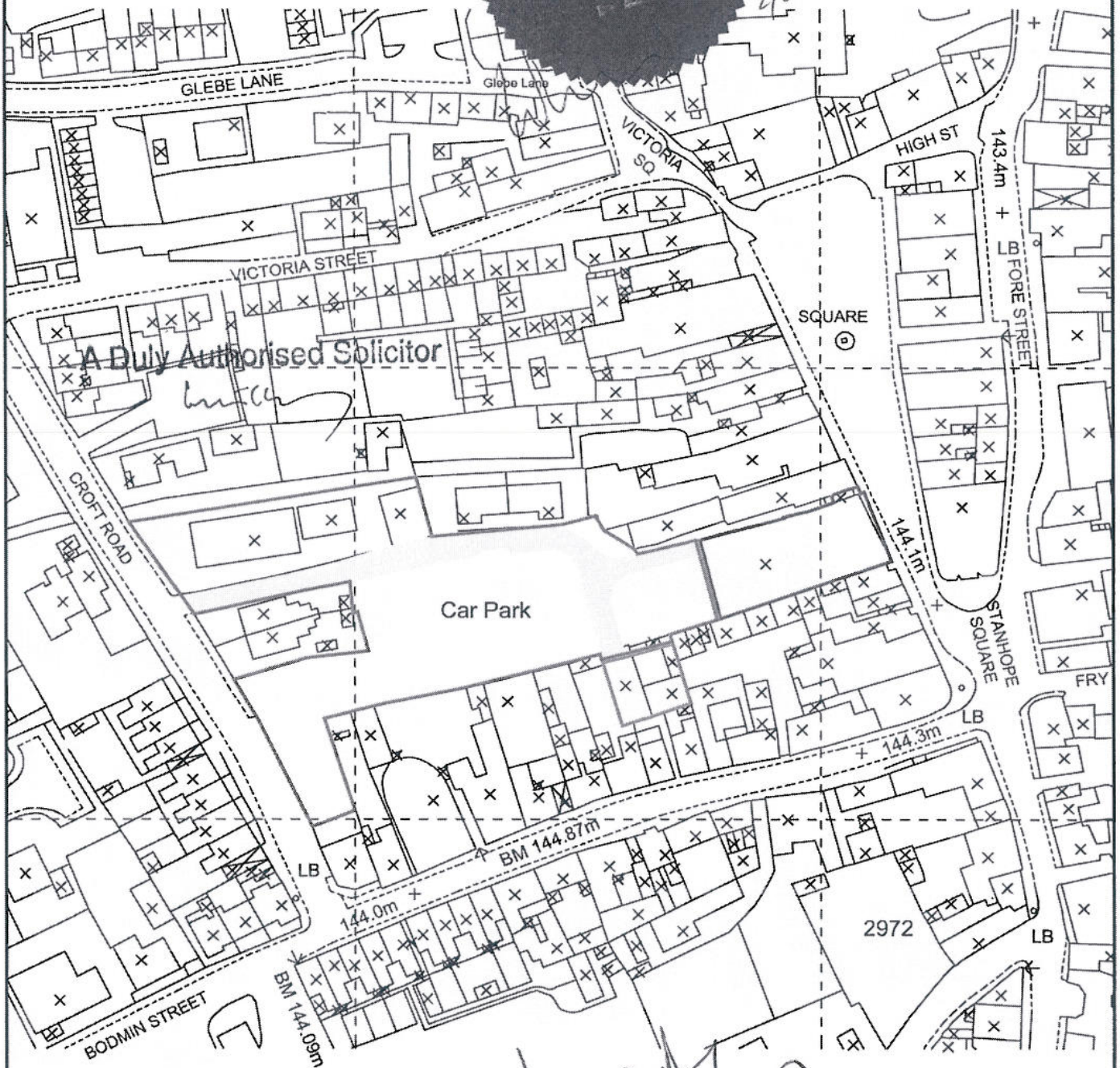
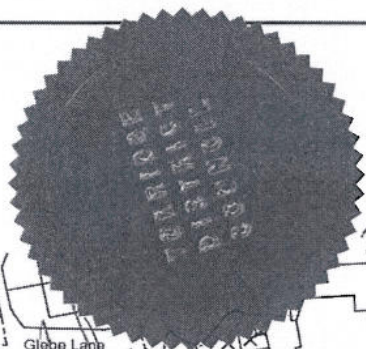
Act	means the Town & Country Planning Act 1990 (as amended from time to time)
Affordable Dwellings	Three first floor (and with regard to unit 3 first and second floor) two bedroom flats known as units 1,2 and 3 and Two first floor (and with regard to unit 4 first and second floor) one bedroom flats known as units 4 and 5 built within the former Somerfield supermarket as shown edged red on the Plan marked "drawing number 2751 title 02"
Affordable Housing Provider	A Registered Social Landlord or similar organisation registered with the Housing Corporation (or successor Body) or other charitable body established for the purpose of providing Affordable Housing which has been previously approved in writing by the Council who is for the time being the Landlord of any Affordable Dwelling disposed of under an Equity Purchase or the Mortgagee under an Equity Mortgage.

Application	means the planning application number 1/0913/2006/COU submitted by the Owner to the Council
Development	the refurbishment of the former Somerfield Store and adjoining car park to convert the existing accommodation above the store to create 5 flats, with construction of 32 new build dwellings. <i>Extension of shop space on existing first floor flat roof by 1500 sqft</i>
Education Contribution	the sum of £21,529.50 payable by the Owner to the County Council as a contribution to the cost of providing and improving education facilities at Holsworthy Community College
Equity Mortgage	A mortgage granted by the Affordable Housing Provider to the Equity Mortgagor under which the sum secured under the mortgage is a fixed percentage (falling within the range of 20 to 60 percent) of the Open Market Value of the Affordable Dwelling.
Equity Mortgagor	The person who is for the time being the Mortgagor of an Affordable Dwelling under an Equity Mortgage
Equity Purchase	A disposal by an Affordable Housing Provider whereby a purchaser acquires a freehold or leasehold interest in one of the Affordable Dwellings for a consideration which after taking account of the sum secured by an Equity Mortgage in favour of the Affordable Housing Provider does not exceed the Restricted Price and under which the Affordable Housing Provider retains the right to secure that the Equity Mortgagor may only dispose of the Affordable Dwelling to the Affordable Housing Provider or a Qualifying Person
HCPT	means Holsworthy Community Property Trust Limited (Co No 05412359) whose registered office is at 4 Bodmin Street, Holsworthy, Devon EX22 6BB

NOTES :

DO NOT SCALE: ALL DIMENSIONS TO BE CHECKED ON SITE AND VERIFIED PRIOR TO COMMENCING WORKS/MANUFACTURE. ANY DISCREPANCIES TO BE REPORTED TO THE ARCHITECT.

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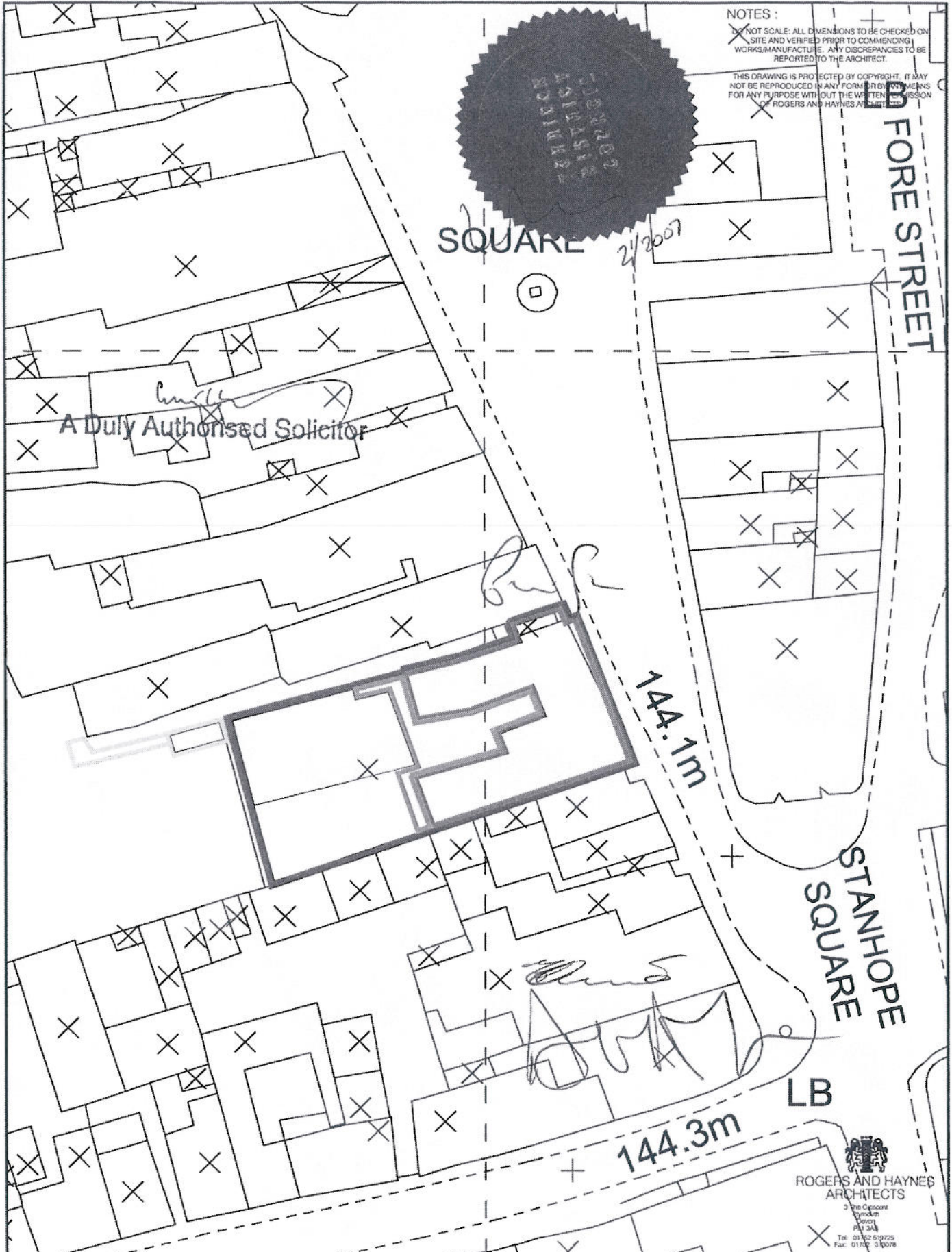
Handwritten signatures and initials:
 [Signature]
 [Signature]
 [Initials]



ROGERS AND HAYNES
ARCHITECTS

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CLIENT & PROJECT	DRAWING TITLE	SCALE: 1:1250				DRAWING NO.		
REEF SECURITIES	TITLE PLAN	DATE: SEPT 06	*	*	*	2751	Title 01	*
		DRAWN: GJ	Rev	Date	Description			
		CHECKED BY: GJ	Revisions					



NOTES:
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A Duly Authorised Solicitor

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CLIENT & PROJECT	DRAWING TITLE	SCALE: 1:500 DATE: SEPT 06 DRAWN: GJ CHECKED BY: GJ			DRAWING NO. 2751 Title 02 *		
REEF SECURITIES	TITLE PLAN		Rev	Date	Description		

Interest Rate	The Law Society's Interest Rate calculated on a day to day basis
Land	the land in the freehold ownership of the Owner at the Former Somerfield Store and car park, 18-19 The Square, Holsworthy and registered at HM Land Registry under title numbers DN446897 and DN350872 shown outlined red green and blue on the Plan marked "drawing number 2751 Title 01"
Off Site Play Space Contribution	the sum of £15,392 to be paid to the Council as a contribution towards the provision or improvement of play spaces in Holsworthy
Open Market Dwellings	means the 30 dwellings in the Development to be sold to purchasers on the open market shown edged red on the Plan marked "drawing number 2751 title 01" .
Open Market Value	In respect of any interest in an Affordable Dwelling shall mean the value that the interest would have on the open market if the price at which it could be sold or the persons who are entitled to occupy it were not subject to the restrictions in this Agreement.
Owner	means Reef Securities Limited (Co No 05065309) whose registered office is at 14 Little Portland Street London W1W 8BN or their successors in title the owners of the Land BUT in relation to an Affordable Dwelling that is at any time leased to an Affordable Housing Provider does not include the person who is the lessor under that lease, or any superior lease.
Purchase Mortgagee	Any person who grants a Qualifying Person a mortgage to assist that person to acquire an interest in an Affordable Dwelling not being an Equity Mortgage.
Qualifying Person	Means a person or persons who meet all of the following criteria:

(i) that person's household income and capital are insufficient to allow that person to afford to acquire a dwelling sufficient for their needs on the open market; and

(ii) that person's household income and capital are sufficient to allow them to afford to acquire or rent a dwelling on the Development for their needs from the Owner on an Equity Purchase basis or on a Tenancy basis ; and

(iii) that the size and nature of that person's household is or will be appropriate to the size of the dwelling they will occupy

together with members of that person's household living with him or her in the Affordable Dwelling.

Qualifying Tenant

means a person or persons whose household income and capital are insufficient to allow that person to afford to acquire or rent a dwelling sufficient for their needs on the open market. The qualifying person to be nominated by the Council'

Redemption Monies

Any money received as the result of the redemption or reduction of monies secured under an Equity Mortgage.

RSL

West Devon Homes of The Quay, Plymouth Road, Tavistock PL19 8AB (or such other registered social landlord as the Owner or HCPT shall specify from time to time)

Social Housing Dwellings

Two three bedroom dwellings at Plots 19 and 20 built upon the former Somerfield supermarket car park shown edged green on the Plan marked "drawing number 2751 title 01"

Tenancy

A disposal whereby a tenant occupies one of the Affordable Dwellings pursuant to an assured

Affordable Dwellings pursuant to an assured shorthold tenancy granted by the Affordable Housing Provider if the Affordable Housing Provider is unable to dispose of the dwelling as an Equity Purchase.

1. The Owner is the proprietor of the absolute freehold title to the Land
2. The HCPT intends to purchase the Affordable Dwellings from the Owner or the Owner's successor in title and is approved by the Council as an Affordable Housing Provider
3. The Owner has on 3rd May 2006 submitted to the Council the Application for planning consent the Development
4. The Owner the Council and the County Council are willing to enter into this Agreement to restrict occupation of certain of the dwellings comprised in the Development.
5. The Council is the Local Planning Authority for the purposes of the Act for the area within which the Land is situated and is entitled to exercise the powers conferred upon it by Section 106 of the Act within its area and the County Council is the Education authority and a local planning authority for the area in which the land is situated and requires a contribution towards the costs of providing or improving the education facilities serving the area to meet the needs of the pupils likely to arise from the Development.

NOW THIS DEED WITNESSES as follows:

1. For the purposes of this Deed references to the Owner the Council and the County Council respectively include their successors in title and assigns.
2. This Section 106 Agreement:
 - 2.1. is entered into pursuant to the provisions of Section 106 of the Act (as substituted by Section 12 of the Planning and Compensation Act 1991) and all other powers enabling;
 - 2.2. creates obligations which are planning obligations for the purposes of Section 106 of the Act and which are intended to bind the Land and the Owners and all persons deriving title under them;
 - 2.3. shall be enforceable by the Council in relation to the Obligations in Schedules 1 to 4 and 5 and by the County Council in relation to Schedule 5 as local planning authority;

- 2.4. shall be registered as a Local Land Charge in the register of Local Land Charges maintained by the Council; and
- 2.5. is executed by the Owner the Council and the County Council as a Deed.
3. The Owner hereby covenants with the Council and the County Council to observe and perform the obligations and restrictions set out in Schedules
- 3.1. Schedule 1 shall have effect to secure the phasing of the Development
- 3.2. Schedule 2 shall have effect to secure the provision of Affordable Dwellings
- 3.3. Schedule 3 shall have effect to secure the provision of Social Housing Dwellings.
- 3.4. Schedule 4 shall secure the payment of the Play Space contribution
- 3.5. Schedule 5 shall secure the payment of the Education Contribution
4. The County Court in whose district the Land is situate shall have full jurisdiction to hear and determine any proceedings arising from or relating to this Deed or the enforcement of its term or any of them.
5. Nothing in this Deed is or amounts to or shall be construed as a planning permission or approval in itself.
6. The obligations contained in this Deed are conditional upon and shall only come into force upon the later of (i) the grant of the planning permission in the form of the draft Notices of Decision appended hereto as Appendix 1 pursuant to the Application and (ii) commencement of the Development (within the meaning of Section 56 of the Act)

7. General Provisions

- 7.1. No person or party shall be liable for a breach of a covenant contained in this Deed after he or it shall have parted with all of his or its interest in the Land or the part in respect of which such breach occurs but without prejudice to liability for any subsisting breach of covenant prior to parting with such interest.
- 7.2. For the avoidance of doubt the obligations herein contained shall only become binding upon the HCPT following completion of the acquisition of the properties by the HCPT

- 7.3. If the planning permission granted pursuant to the Application shall expire before the Development is commenced within the meaning of Section 56 of the Act or shall at any time be revoked this Agreement shall forthwith determine and cease to have effect.
- 7.4. Nothing in this Deed shall prohibit or limit the right to develop any part of the Land in accordance with a planning permission (other than one relating to the Development as specified in the Application) granted (whether or not on appeal) after the date of this Deed.
- 7.5. Subject to clause 6 above the Owner and the Council hereby agree and undertake for the purposes of section 106 of the Act as aforesaid to comply with the obligations in the terms set out in the Schedules hereto.
- 7.6. Nothing herein contained or implied shall prejudice or affect in any way the exercise by the Council of its rights powers duties and obligations in the exercise of its functions as a local planning authority or as a local authority generally or by the County Council of its rights powers duties and obligations in the exercise of its functions as the education authority a local planning authority or as a local authority generally
- 7.7. For the avoidance of doubt and notwithstanding the terms of the Legal Charge or any rule of law incidental thereto the Bank shall be bound by the terms of this Agreement upon exercising any power to take possession lease sell or otherwise deal with the premises or any part thereof

8. Dispute Resolution

9. All differences and questions which arise between the parties concerning arising out of or connected with this Agreement shall:
- 9.1. If such difference or question relates to the rights and liabilities of either party or to the terms or conditions to be embodied in any deed or document appertaining thereto be referred to a solicitor or barrister agreed upon by the parties but in default of agreement appointed at the request of either party by or on behalf of the President for the time being of the Law Society of England and Wales; and
- 9.2. If such difference or question relates to the value of any interest in property be referred to a chartered surveyor agreed upon by the parties but in default of

agreement appointed at the request of either party by or on behalf of the President for the time being of the Royal Institution of Chartered Surveyors

9.3. Any such reference to a solicitor barrister chartered civil engineer chartered surveyor or chartered accountant shall if the parties are agreed in writing be deemed to be a reference to an expert (and not to an arbitrator) whose decision shall be final and binding but shall otherwise be deemed to be a reference to an arbitrator pursuant to the Arbitration Act 1996 and any statutory amendment variation substitution or re-enactment thereof

9.4. If the parties shall fail to agree as to the nature of the difference or question then it shall be referred to a solicitor or barrister agreed upon by them but in default of agreement either or them may apply to the President of the Law Society to appoint a solicitor to decide in relation to any such matter which of the preceding subparagraphs is applicable thereto and the decision of such solicitor or barrister acting as an expert and not as an arbitrator shall be final and binding

9.5. If any solicitor barrister civil engineer surveyor or accountant shall act as an expert pursuant to the terms of this clause then either party shall be entitled to submit to him representations and cross-examinations which such supporting evidence as they shall respectively consider necessary and he shall deliver in writing and the reference to him shall include authority to determine in what manner all the costs of the referral shall be paid

9.6. If the parties are unable to agree as to the appointment of such arbitrator within 30 days of one party serving notice on the other calling for the appointment of an arbitrator then such arbitrator shall be appointed on the application of either party to the President for the time being of the Law Society of England and Wales or the Institution of Civil Engineers or the Royal Institution of Chartered Surveyors or the Institute of Chartered Accountants in England and Wales

10. Costs

10.1. The Owner shall prior to the execution hereof pay the Council's and the County Council's reasonable legal costs for the preparation and completion of this Agreement

IN WITNESS whereof the Owner the Council and the County Council have executed these presents as a Deed the day and year first before written

SCHEDULE ONE

Phasing of the Development

1. The Owner shall use reasonable endeavours to transfer the Affordable Dwellings to the Affordable Housing Provider within 6 months of the date of this Agreement.
2. The Owner shall not permit more than 15 of the Open Market Dwellings to be occupied until the Social Housing Dwellings have been transferred to the RSL and constructed to practical completion and have been made available for occupation.

SCHEDULE TWO

Affordable Dwellings

1. Ownership of Affordable Dwellings

The Owner shall not dispose of an Affordable Dwelling to any person who is not either an Affordable Housing Provider or a Qualifying Person and no person may acquire any interest in an Affordable Dwelling unless they are an Affordable Housing Provider or a Qualifying Person **PROVIDED THAT** the Owner may sell the building within which the Affordable Dwellings are situate as a whole to any other party.

2. Occupation by Qualifying Person

The Owner shall not permit the Affordable Dwellings or any of them to be occupied other than by a person who is (at the time of that person's first occupation) a Qualifying Person under the provisions of an Equity Purchase or a Tenancy.

3. Council Nominations

Upon a vacancy arising in any of the Affordable Dwellings the Owner shall notify the Council and shall specify the proposed terms for the disposal of the relevant Affordable Dwelling and the Owner shall request the Council refer a suitable Qualifying Person to acquire such dwelling and the Owners shall thereupon consider any such referral made by the Council within 10 working days of such request **PROVIDED THAT** nothing in this clause shall oblige the Owner to offer the Affordable Dwelling to such referee nor restrict the Owner from offering the Affordable Dwelling to a person of its own choosing.

4. Local Connection

4.1. The Owner will not at any time to permit the occupation allocation possession or acquisition of any of the Affordable Dwellings other than to a Qualifying Person or persons who has a Local Connection (as hereafter defined) with any of the Parishes of Holsworthy **PROVIDED ALWAYS** that such Local Connection shall be deemed to be satisfied where at least one member of the relevant household can demonstrate a Local Connection.

4.2. In order to demonstrate the Local Connection for the purposes of paragraph 4.1 above a person must either:

4.2.1. have immediately prior to such acquisition or occupation been continuously resident for 5 years in the said Parishes; or

4.2.2. have previously lived in the said Parishes for 5 or more years up to the age of 16; or

4.2.3. must have continuously lived in the said Parishes for 5 years or more prior to being accepted as homeless under Sections 193 or 197 Housing Act 1996 and placed in any form of temporary accommodation outside of the said Parishes for a period of not more than 2 years; or

4.2.4. have for 5 years prior to such acquisition or occupation been in continuous full or part-time employment in the said Parishes or have accepted an unconditional offer of employment in the said Parishes; or

4.2.5. demonstrate a Family Connection to the said Parishes and for the purposes of this sub-clause a person shall be deemed to have a Family Connection to a parish where that person's mother father son or daughter has immediately prior to such acquisition or occupation been continuously resident in the said Parish for a period of 2 years

PROVIDED ALWAYS that if the Owner of a Affordable Dwelling wishes to dispose of the Affordable Dwelling but is unable within 2 weeks to find a purchaser or tenant who can demonstrate such a Local Connection with any of the said Parishes of Holsworthy then the Owner may dispose of the Affordable Dwelling to a person who has such a Local Connection with any of the surrounding and adjoining Parishes; and

PROVIDED FURTHER ALWAYS that if the Owner of an Affordable Dwelling is unable within a further period of 2 weeks to find a purchaser or tenant who can demonstrate such a Local Connection with any of the said surrounding and adjoining parishes then the Owner may dispose of the Dwelling to a person who has a Local Connection with the District of Torridge; and

AND PROVIDED FURTHER ALWAYS that if the Owner of an Affordable Dwelling is unable within a further period of 2 weeks to find a purchaser or tenant who can demonstrate such a Local Connection with the District of Torridge then the Owner

may dispose of the Affordable Dwelling to a person who has a Local Connection with the County of Devon

AND PROVIDED FURTHER ALWAYS that if the Owner of an Affordable Dwelling is unable within a further period of 2 weeks to find a purchaser or tenant who can demonstrate such a Local Connection with the County of Devon then the Owner may dispose of the Affordable Dwelling to a person without a Local Connection

5. Application of Redemption Monies

5.1. The Affordable Housing Provider shall not use any Redemption Monies it receives other than for the purpose of securing and furthering the Affordable Housing charitable objects of the Affordable Housing Provider.

6. Exemptions

It is hereby further agreed that;_

6.1. the provisions and restrictions contained or referred to in paragraphs 2, 3 and 4 of this Schedule shall not apply to any Purchase Mortgagee or chargee of the Affordable Dwellings or any of them nor to any receiver appointed by any such mortgagee or chargee to the intent that any such mortgagee chargee or receiver may deal with or dispose of the Affordable Dwellings or any of them freed from the said provisions and restrictions and on the basis that any person deriving title through or under such mortgagee chargee or receiver shall not be bound by the restrictions contained in paragraphs 2, 3 and 4 of this Schedule AND

6.2. the said provisions and restrictions shall not apply to any person who is the proprietor of the freehold or leasehold of any Affordable Dwelling from time to time in the event that such person exercises any right to redeem any Equity Mortgage in favour of the Affordable Housing Provider and acquires 100% of the Affordable Housing Provider's interest in the Affordable Dwelling and nor to any person deriving title through or under such leaseholder.

6.3. Nothing in this Agreement shall prevent the sale of an Affordable Dwelling to an RSL and after such a sale the provisions of Schedule 3 shall apply to any Affordable Dwelling owned by an RSL.

SCHEDULE THREE

Social Housing Dwellings

1. (Save for the transfer to the RSL of the Social Housing Dwelling and save for the grant of any legal charge by the RSL) the Owner shall not dispose of any individual Social Housing Dwelling other than as a Rented Unit.
2. The Owner shall not permit the Social Housing Dwellings or any of them to be occupied other than by a person who is (at the time of that person's first occupation) a Qualifying Tenant and that person's Family Members.
3. It is hereby agreed that the provisions and restrictions contained or referred to in paragraphs 2 and 3 of this Schedule shall not apply to any mortgagee or chargee of the Social Housing Dwellings or any of them nor to any receiver appointed by any such mortgagee or chargee to the intent that any such mortgagee chargee or receiver may deal with or dispose of the Social Housing Dwellings or any of them freed from the said provisions and restrictions and on the basis that any person deriving title through or under such mortgagee chargee or receiver shall not be bound by the restrictions contained in paragraphs 2 and 3 of this Schedule and **PROVIDED FURTHER ALWAYS** that the said restrictions shall cease to apply to any tenant of any Rented Unit who exercised a right to acquire any interest such dwellings or acquires the said Rented Unit pursuant to any voluntary sales policy of his or her landlord and nor to any person deriving title through or under such tenant.

Schedule Four

Play Space Contribution

- 1 Prior to the first occupation of the fifteenth Open Market Dwelling the Owner shall pay the Play Space Contribution to the Council.
- 2 The Owner shall not occupy or permit the occupation of more than 15 Unrestricted Dwelling until the Play Space Contribution has been paid to the Council.
- 3 In the event that the Play Space Contribution is not paid on the date of this Agreement then at the date it is paid it shall be adjusted in accordance with the following formula:-

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

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 of this Agreement;

B is the value of the RPI last published before the Play Space Contribution has been paid;

C is the contribution to be paid; and

£Y is the Play Space Contribution quoted in this Agreement.

- 4 If the Play Space Contribution has not been expended for the purpose of providing or improving Play Space in Holsworthy within 5 years of the date that it is paid to the Council then the Council shall repay any unexpended part of the contribution to the Owner together with interest on that money at the Lloyds Bank Base Rate from the date it was paid to the date of repayment. For the purpose of this provision Owner shall mean the person by whom the contribution was paid.

Schedule Five

Education Contribution

- 1 Prior to the Commencement of the Development the Owner shall pay the Education Contribution to the County Council.
- 2 The Owner shall not occupy or permit the occupation of any dwelling constructed on the Land until the Education Contribution has been paid to the County Council.
- 3 In the event that the Education Contribution is not paid on the date of this Agreement then at the date it is paid it shall be adjusted in accordance with the following formula:-

$$C = \frac{\text{£Y} \times B}{A}$$

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 of this Agreement;

B is the value of the RPI last published before the Education Contribution has been paid;

C is the contribution to be paid; and

£Y is the Education Contribution quoted in this Agreement.

- 4 In the event of the Owner failing to settle any account or accounts that may be properly and duly rendered to the Owner within fourteen days of despatch to the Owner the sum due shall accrue interest at the Interest Rate
- 5 If the Education Contribution has not been expended for the purposes set out in this agreement within 10 years of the date that it is paid to the County Council then the County Council shall repay any unexpended part of the contribution to the Owner together with interest on the unexpended money at a rate equivalent to 1% per annum below the Barclays Bank base rate from the date the Education Contribution was received by the County Council to the date of repayment. For the purpose of this provision Owner shall mean the person by whom the contribution was paid.

APPENDIX 1

The Draft Planning Permission

TOWN AND COUNTRY PLANNING 1990
 PLANNING PERMISSION
DRAFT DECISION



TO	Reef Securities 14 Little Portland Street London W1W 8BN	APP NO PARISH REGISTERED ON DECISION ON	1/0913/2006/FUL Holsworthy (29) 9th May 2006 1st September 2006
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The Torridge District Council pursuant to the provisions of the above-mentioned Act hereby grant planning permission for the

See Plan A.W. to extension of shop space on existing First floor roof by 1,500 sqft.

Proposal: Conversion of existing 2 flats above shop to 5 flats. Subdivision of existing shop area to provide additional A2 unit. Development of 4 flats and 18 town houses on the former Somerfield car park. Demolition of the 3 dilapidated asbestos affected buildings to the East side of Croft Road and development of 8 flats & 2 town houses.

Location: 18/19 The Square & Land & Buildings To The East Side Of Croft Road (known As Units 1, 2 & 3) Holsworthy EX22 6AN

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

01. 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.
02. 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 Part 1 (Classes A,B,C & E) of Schedule 2, other than that hereby permitted shall be carried out without the written permission of the Local Planning Authority.
03. The proposed estate roads, 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 and approved to the Local Planning Authority.
04. The proposed roads, footways, footpaths, verges, visibility splays, junctions, cuttings, embankments, sewers, drains, service routes, car parking/garage spaces, access drives, construction traffic roads, construction staff car parking and construction site compound shall be laid out, constructed and completed in accordance with a detailed programme that is to be submitted to and approved by the Local Planning Authority in writing before any part of the development commences.

TOWN AND COUNTRY PLANNING 1990
PLANNING PERMISSION
DRAFT DECISION



TO	Reef Securities 14 Little Portland Street London W1W 8BN	APP NO PARISH REGISTERED ON DECISION ON	1/0913/2006/FUL Holsworthy (29) 9th May 2006 1st September 2006
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05. No other part of the development hereby approved shall be commenced until the access road has been laid out, kerbed, drained and constructed to base level for the first 20 metres back from its junction with the public highway with the ironwork set to base course level, the visibility splays required by this permission have been laid out, the footway on the public highway frontage required by this permission has been constructed up to base course level and a site compound and car park have been constructed, to the written satisfaction of the Local Planning Authority.
06. The occupation of any dwelling in an agreed phase of development shall not take place until the following works have been carried out to the written satisfaction of the Local Planning Authority: the spine road and/or cul-de-sac 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 with the ironwork set to base course level and the sewers, manholes and service crossings completed; the footways and footpaths which provide that dwelling with direct pedestrian routes to an existing highway maintained at public expense have been constructed up to and including base course level; all visibility splays have been laid out to their final level; the street lighting has been erected and commissioned; the car parking and any other vehicular access facility required for the dwelling by this permission have been completed; the verge, service margin and vehicle crossing on the road frontage of the dwelling have been completed with the highway boundary properly defined; the street nameplates have been provided and erected.
07. When once constructed and provided in accordance with condition 6 above, the carriageway, vehicle turning head, footways and footpaths shall be maintained free of obstruction to the free movement of vehicular and pedestrian traffic and the street lighting and nameplates maintained to the satisfaction of the Local Planning Authority.
08. 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, junctions, access, retaining wall and visibility splay works shall be wholly completed to the written satisfaction of the Local Planning Authority.
09. Provision shall be made within the curtilage of each dwelling for the disposal of surface water so as to restrict its discharge on to the highway to the satisfaction of the Local Planning Authority.
10. Individual car parking spaces within any communal parking facilities to be provided as part of the development shall not be allocated to individual dwellings and shall be maintained free of obstructions to their use, such as chains or bollards, by all occupiers of the estate and their visitors.

TOWN AND COUNTRY PLANNING 1990
PLANNING PERMISSION
DRAFT DECISION



TO	Reef Securities 14 Little Portland Street London W1W 8BN	APP NO PARISH REGISTERED ON DECISION ON	1/0913/2006/FUL Holsworthy (29) 9th May 2006 1st September 2006
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11. Any dwelling to be used as a "show house" for sales or demonstration purposes shall be provided with off street parking facilities, in addition to those required by any other condition of this permission, the number and siting to be agreed in writing with the Local Planning Authority and the provision to be made before the first use of the dwelling for that purpose.
12. Activities carried out at this site in the past may have caused contamination of soils, subsoils and groundwater (water both unsaturated and saturated zones). Therefore, it is recommended that any planning permission require the applicant to carry out a site investigation to the satisfaction of the Planning Authority in consultation with the Environment Agency to determine the nature and extent of contamination. In the event that contamination of the site is confirmed the developer should liaise with the Environment Agency on measures required to protect surface water and groundwater interests.
13. The windows on the first floor of the rear elevations of plots 25-32 hereby approved shall be obscurely glazed to a height of 1.7 metres from first floor level and permanently retained as such.

The reasons for the Council's decision to grant consent for the works subject to compliance with the conditions hereinbefore specified are:

01. 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)
02. In order to safeguard the character and visual amenities of the locality.
03. To ensure that adequate information is available for the proper consideration of the detailed proposals.
04. To ensure the proper development of the site.

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DRAFT DECISION



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05. To ensure adequate on site facilities are available for all traffic attracted to the site during the construction period, in the interest of the safety of users of the adjoining public highway and to protect the amenities of adjoining residents.
06. To ensure that adequate access and associated facilities are available for the traffic attracted to the site.
07. To ensure that these highway provisions remain available.
08. To ensure that the access arrangements are completed within a reasonable time.
09. In the interest of public safety and to prevent damage to the highway.
10. To ensure the provision of adequate parking off the highway.
11. To ensure the provision of adequate parking off the highway.
12. To ensure that any contamination is dealt with in an appropriate manner.
13. In order to safeguard the living conditions of adjoining properties.

INFORMATIVE:

01. 01. The plans relating to the development hereby approved are: Drawing Number
 Date Received NB00-13-03d 03.05.2006 NB06-13-01
 11.05.2006 2689/15 A 03.05.2006 2689/16
 03.05.2006 NB06-13-11c 03.05.2006 NB06-13-02
 03.05.2006 NB06-13-04B 03.05.2006 NB06-13-07
 03.05.2006 NB06-13-06 03.05.2006 NB06-13-05A
 03.05.2006 NB06-13-08 03.05.2006 NB06-13-09
 03.05.2006 NB06-13-10 03.05.2006

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		REGISTERED ON	9th May 2006
		DECISION ON	1st September 2006

The Council has granted permission because the proposal is:

an acceptable redevelopment of a brownfield site not impacting unreasonably on its surroundings

The scheme is therefore considered appropriate and in accordance with Policies: Torridge District Local Plan 2004 - HSC2 (Affordable Housing); Torridge District Local Plan 2004 - DVT1 (Development in Strategic Centres); Torridge District Local Plan 2004 - HSC3 (Housing and Residential Estate Layouts); Torridge District Local Plan 2004 - DVT6 (Local Distinctiveness); Torridge District Local Plan 2004 - DVT7 (Building Design); Torridge District Local Plan 2004 - DVT11 (Impact of Development on Amenity); 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 - DVT24 (Sewerage and Drainage); Torridge District Local Plan 2004 - ENV3 (Development affecting Conservation Areas); Torridge District Local Plan 2004 - ENV4 (Archaeological Preservation); Devon Structure Plan 2001 2016 - ST16 (Development Strategy); - PPG3 (Housing). 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

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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
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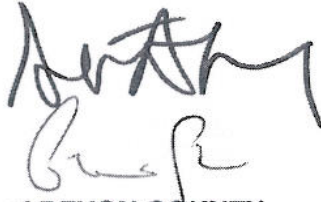


TO	Reef Securities 14 Little Portland Street London W1W 8BN	APP NO PARISH REGISTERED ON DECISION ON	1/0913/2006/FUL Holsworthy (29) 9th May 2006 1st September 2006
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NOTES

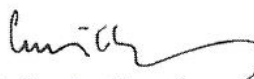
1. This permission does not grant consent for works involving the demolition of a non-listed building in a Conservation Area or a listed building or for its alteration or extension in any manner which would affect its character as a building of special architectural or historic interest, for which, by 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

Executed as a deed by **REEF SECURITIES LIMITED**
acting by:



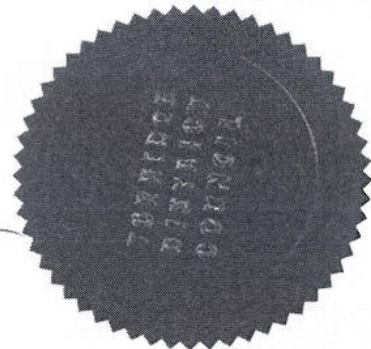
The **COMMON SEAL** of **DEVON COUNTY COUNCIL** was hereunto affixed in execution
as a deed in the presence of:




A Duly Authorised Solicitor
County Solicitor

Document no: 37493

The **COMMON SEAL** of **TORRIDGE DISTRICT COUNCIL** was hereunto affixed
In execution as a Deed in the presence of:



~~Secretary and Solicitor~~
DULY AUTHORISED IN THAT BEHALF

Document no: 2/2007

Executed as a Deed by
ALLIED IRISH ASSET FINANCE PLC
acting by:-



