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**EXMOOR**  
NATIONAL PARK

Exmoor National Park Authority  
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## **Town and Country Planning Act, 1990 (As Amended)**

*This permission does not purport to convey any approval or consent which may be required by any byelaw, order or regulation or any enactment other than the Town and Country Planning Act, 1990.*

Certificate to: Mr R Holland 6/8/08/109  
Reed Holland Associates Ltd  
Somerset House  
Taunton  
Somerset TA1 1SH

THE EXMOOR NATIONAL PARK AUTHORITY, being the LOCAL PLANNING AUTHORITY, HAVE GRANTED CONDITIONAL PERMISSION pursuant to the provisions of the Town and Country Planning Act, 1990, (as amended) to the application of Exmoor Livestock Auctions Ltd, Cutcombe Market, Wheddon Cross, Minehead, Somerset

Date received: 11/07/2008

Parish	Cutcombe
Ordnance Survey Reference	SS923389
Position and Nature of Proposal	<p><b>Redevelopment of Cutcombe market to include replacement market building of 649 sqm and canopy of 110sqm, pens, access road, parking and related works. Erection of 24 no. residential units including car parking, access roads and garaging. Conversion and extension of site office to create 1 no. residential unit and curtilage. (Series of documents forming an environmental statement submitted). As per amended and additional plans 12.12.08. As per additional information 23.12.08. As per amended plans 22.1.09. (Full)</b></p> <p><b>Cutcombe Market, Wheddon Cross, Minehead, Somerset, TA24 7DT</b></p>

Consent is granted subject to the following conditions for the reasons given:-

- 1. The development hereby permitted shall be begun before the expiration of three years from the date of this permission.**

2. The landscaping scheme shown on the approved plans (or any amendments to that scheme that are agreed in writing by the Local Planning Authority) shall be implemented in the first planting season after commencement of the development, unless agreed otherwise, in writing, by the Local Planning Authority and shall be maintained for a period of 5 years, such maintenance to include the replacement of any trees and shrubs that die.
3. No part of the application site, neither the livestock market area nor the housing area, shall have street lights, unless agreed in writing by the Local Planning Authority.
4. Prior to the erection of any external lighting to the livestock market building or to the front elevation of any residential unit of accommodation hereby permitted, details shall be submitted to and agreed in writing by the Local Planning Authority. Once agreed the lighting shall be installed in accordance with the approved details.
5. All the hedges along the boundaries of the site, except those parts where required to provide access or a visibility splay, shall be retained and thereafter permanently maintained, such maintenance to include the replanting of any sections that become diseased and die.
6. The hedge, along the south-east boundary between Plot 23 and Sundial House, shall be maintained at a height of no less than 1.8m.
7. The footpath link to be provided through the centre of the site, starting from the B3224 to the south east of Knapp Cottage and finishing at the existing gate along the northern boundary, shall be provided prior to the occupation of the livestock market building and thereafter shall be maintained permanently so that the public have the ability to pass and repass along its whole length.
8. The beech hedges shown to be provided on the landscaping and other plans shall be planted as a double staggered row of beech, (or mixed with hawthorn and blackthorn if agreed in writing by the Local Planning Authority) with approximately 15/20cm between each plant in each row. The plants should be approximately 30cm in height when planted. Planting to take place during the first planting season following commencement of the development (unless otherwise agreed) and shall be maintained for a five year period, such maintenance to include the replacement of any beech plants that become diseased or die.
9. Prior to commencement of the works on site, or such alternative timetable agreed in writing by the Local Planning Authority, details of the surface treatment of the footpath to be provided under Condition 7 shall be submitted to and approved in writing by the Local Planning Authority. Once approved the footpath shall be installed with a surface in the approved materials and thereafter maintained and repaired in that surface material.

10. Details of the footpath links from the junction of the new housing development and the B3224 and the start of the footpath link adjoining the vehicular entrance to Knapp Cottage shall be submitted to and approved by the Local Planning Authority. The details shall show the surface treatment and how the footpath can be constructed without damage to the trees, having regard to BS5837. The footpath shall be constructed prior to the first occupation of the livestock market building (unless an alternative timetable is agreed in writing by the Local Planning Authority) and thereafter maintained permanently so that the public have the ability to pass and repass along its whole length.
11. Prior to the commencement of any ground works to construct the houses, protective fencing shall be erected along the northern side of the tree screen, to the south of plots, 6, 7, 8, 9 and 10, and this protective fencing shall be maintained during and until the construction works to plots 6-10 have been completed and the boundary treatments to these units erected. No building materials shall be stored within this treed area.
12. No development, unless an alternative timetable has been agreed by the Local Planning Authority, shall take place until details of the hard surfacing materials within the housing site have been submitted to and approved in writing by the Planning Authority. All hard surfacing shall be carried out in accordance with the approved details.
13. Prior to erection, details of the type and height of fencing that are proposed for the housing site shall be submitted to and agreed in writing by the Local Planning Authority. Once approved the fencing shall be erected in accordance with the approved details.
14. Destruction by burning of materials obtained by site clearance, if at all necessary shall not take place within 20 metres of the further extent of the canopy of any tree or tree group to be retained on the site or on land adjoining.
15. Prior to their installation a sample of the natural slate or the natural clay tile for the roof of the proposed residential units and the office element of the Livestock Market building shall be submitted to and be approved in writing by the Local Planning Authority. Once approved the roof shall be finished in the agreed materials and thereafter natural slate or natural clay tile shall be retained on the roof of the building.
16. The windows of the development, including both the residential units and the office part of the Livestock Market building hereby permitted shall be timber framed and thereafter timber framed windows shall be retained.
17. Prior to installation, details of the doors, to the residential units and their garages as well as to the Livestock Market building, shall be submitted to and agreed in writing by the Local Planning Authority. The details shall include the materials and the colour finish. Once approved the doors shall be installed as agreed.

18. In respect of the housing development all external window frames shall have a minimum 100 mm (4") reveal, unless agreed otherwise in writing by the Local Planning Authority.
19. Prior to their construction on site a sample of the natural stone for the elevations of the stone clad houses and the stone boundary walls shall be submitted to and be approved in writing by the Local Planning Authority. Following the approval of the stone, either a sample panel of the natural stone walling shall be constructed and the details be approved in writing by the Local Planning Authority or an example of an existing stone wall shall be identified and used as the sample panel and this approach shall be agreed in writing by the Local Planning Authority. The sample panel shall show the bonding and finish of the mortar joints and once approved the further work shall match the approved panel.
20. Prior to their installation on site, large scale (1:20) drawings of the architectural detailing on the development hereby permitted shall be submitted to and be approved in writing by the Local Planning Authority. The drawings shall show details of any dormers, porches, barge boards, cills, rafter ends, eaves overhang, window lintels and stone boundary walls. Once agreed the works shall take place in accordance with the approved details.
21. Prior to painting any of the render residential units hereby permitted, the colour of the paint shall be submitted to and agreed in writing by the Local Planning Authority. Once agreed the units shall be painted in the agreed colour.
22. The roofs of the residential units hereby permitted shall be constructed with exposed rafter ends with planted on gutter brackets unless agreed otherwise in writing by the Local Planning Authority.
23. Notwithstanding the provisions of the Town and Country Planning (General Permitted Development) Order 1995 (as amended or any Order revoking and re-enacting that Order with or without modification), no extensions to the dwellings hereby permitted shall be erected without the prior permission, in writing, of the Local Planning Authority.
24. Notwithstanding the provisions of the Town and Country Planning (General Permitted Development) Order 1995 (or any Order revoking and re-enacting that Order with or without modification), no windows, dormer windows or roof lights other than those expressly authorised by this permission shall be constructed without the prior permission, in writing, of the Local Planning Authority.
25. The garaging hereby permitted as part of the residential development shall be used only for the storage of private motor vehicles and incidental domestic storage and for no other purpose unless the prior approval, in writing, of the Local Planning Authority has been granted.
26. Any gas, electricity, water, sewage, telephone and cabling services to the development the subject of this application shall be placed underground.

27. A period of 14 days notice will be given in writing to the National Park Authority Archaeologist, Exmoor National Park Authority, Exmoor House, Dulverton, Somerset, TA22 9HL, before any excavation commences, to enable the Field Archaeologist or a nominated representative to visit the work in progress.
28. The development hereby permitted shall be constructed from the finished floor levels shown on the approved plans, unless agreed otherwise in writing by the Local Planning Authority.
29. The office building hereby permitted to be extended and converted to a dwelling (Plot 23) shall not be occupied until the ridge height of the existing building has been lowered in accordance with the amended plans stamped 12/12/08.
30. The houses shall be constructed in accordance with the sustainability measures set out in the A4 sheet (Rev A 09/12/08) and stamped 12 Dec 2008, unless alternative measures are agreed in writing by the Local Planning Authority.
31. The market building shall be constructed in accordance with the sustainability measures set out in the A4 sheet (Rev A 09/12/08) and stamped 12 Dec 2008, unless alternative measures are agreed in writing by the Local Planning Authority.
32. No refuse or recycling bins shall be stored or placed in the front gardens of any of the residential properties hereby permitted.
33. No construction work shall take place on the residential development except between the hours of 08.00 to 18.00 Monday to Friday, and between the hours of 08.00 to 13.00 on Saturdays.
34. The office section of the market building shall only be used for office accommodation ancillary to the use of the site as a Livestock Market and Auctioneers and shall not be used as separate independent office accommodation without the prior agreement in writing of the Local Planning Authority.
35. The livestock market area of the site, as shown on the approved plans including car parking and pen areas, shall operate as a livestock market in accordance with the letter dated 29 October 2008 from Exmoor Farmers Livestock Auctions Ltd and for no other purpose without the prior approval in writing of the Local Planning Authority.
36. In accordance with the letter dated 29 October 2008 from Exmoor Farmers Livestock Auctions Ltd the operators of the Livestock Market will provide a facility for occupiers of the affordable housing the subject of this application to be able to park work vehicles and/or trailers on a specified part of the livestock market grounds on non-market days. The operators of the market shall submit and have approved details of the scheme to the Local Planning Authority within 3 months of the first occupation of the first 5 units of the affordable accommodation and thereafter they shall operate the agreed scheme.

37. No development approved by this permission shall be commenced until a scheme for the provision of surface water drainage works has been submitted to and approved in writing by the Local Planning Authority. Such a scheme shall utilise Sustainable Drainage Principles and shall not result in an increase in the rate and/or volume of surface water discharge to the local land drainage system. The drainage works shall be completed in accordance with the details and timetable agreed.
38. Prior to being discharged into any watercourse, surface water sewer or soakaway system, all surface water drainage from parking areas and hardstandings from commercial areas shall be passed through an oil interceptor designed and constructed to have a capacity and details compatible with the site being drained. Roof water shall not pass through the interceptor. As detergents entering oil interceptors may render them ineffective, the applicant shall put in place measures to ensure that either detergents are not used or that a separate interceptor is put in place to ensure that detergents do not enter into the oil interceptor.
39. Any areas designated for washing of vehicles (or serving vehicle washing facilities) must be directed to the public foul sewer, unless agreed otherwise in writing by the Local Planning Authority.
40. A desk study, which should include the identification of previous site uses, potential contaminants that might reasonably be expected given those uses and other relevant information, shall be undertaken. If the potential for significant ground contamination is confirmed, this information should be used to produce:
  - A diagrammatical representation (Conceptual Model) for the site of all potential contaminant sources, pathways and receptors.
  - A site investigation, designed for the site, using this information and any diagrammatical representations (Conceptual Model) undertaken. The investigation must be comprehensive enough to enable:
    - Suitable risk assessment to be undertaken relating to groundwater and surface waters associated on and off the site that may be affected, and
    - Refinement of the Conceptual Model, and
    - Development of a Method Statement detailing the remediation requirements.

The report shall also investigate the potential impact of the land fill site and make recommendations for the design and construction of the buildings to prevent the entry of any migrating landfill gas.

The developer shall submit this report and have it approved by the Local Planning Authority prior to work commencing on site (or such alternative timetable agreed in writing by the Local Planning Authority). The report can be based on the Johnson Poole and Bloomer Land Consultants report, and once approved the agreed works shall be undertaken prior to the construction of any works on those parts of the site.

41. The proposed estate roads, footways, footpaths, tactile paving, verges, junctions, sewers, drains, retaining walls, service routes, surface water outfall, vehicle overhang margins, embankments, visibility splays, accesses, carriageway gradients, drive gradients, 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, gradients, materials and method of construction shall be submitted to the Local Planning Authority.
42.  The proposed roads, including footpaths and turning spaces where applicable, shall be constructed in such a manner as to ensure that each dwelling before it is occupied shall be served by a properly consolidated and surfaced footpath and carriageway to at least base course level between the dwelling and existing highway. Reason: to ensure that the development is served by an adequate means of access.
43. The existing vehicular access at the eastern end of the site shall be stopped-up (and the verge crossings reinstated) and its use permanently abandoned within one month of the new access first being brought into use.
44. Details of the method of controlling the use of the access in the western corner of the site such that no egress is possible shall be agreed in writing with the Local Planning Authority and in the event of such agreement not being reached the access shall be permanently stopped up and the verge crossings reinstated and its use permanently abandoned within one month of the new access to the new market site first being brought into use.
45. The Livestock Market hereby approved shall not be brought into use until that part of the service road which provides access to it has been constructed in accordance with the approved plans.
46. There shall be no obstruction to visibility greater than 900mm above the adjoining road level within splays based on minimum co-ordinates of 4.5m x 90m at the new market access. Such visibility shall be provided fully before the access hereby permitted is first brought into use and thereafter maintained at all times. The access shall incorporate junction radii of 15m.
47.  The residential estate road shall have no obstruction to visibility greater than 300mm above the adjoining road level in advance of lines drawn 4.5m back at the junction and extended to the carriageway edge of the extremities of the site frontage. This junction shall incorporate 10m radii.

**Reasons:**

1.  In accordance with the provisions of Section 91 of the Town and Country Planning Act 1990, (as amended by the Planning & Compulsory Purchase Act 2004).
2.  To ensure the provision and maintenance of trees, other plants and

grassed areas in the interests of visual amenity.

- 3, 4.  In the interests of the amenities of this village location, especially to protect the dark night sky which is one of the special qualities of the National Park.
- 5,  In the interests of the visual amenities of the area.
- 8,
- 28.
- 6.  In the interests of the occupiers of Sundial House.
- 7.  The footpath is an integral part of the scheme to ensure that users of the business units, the livestock market and other members of the public have the ability to access the sites and the wider public rights network without the need to walk along the parts of the B3224 where there is no footway.
- 9,  In the interests of the visual amenities of the area and to ensure an appropriate surface for walkers.
- 10.  To protect these trees along the road frontage from damage.
- 12,  To preserve the visual amenity of the area within this National Park location.
- 13.
- 14.  To protect the trees in the interests of the visual amenities of this area.
- 15.  To ensure that the character and appearance of this building is sympathetic to this location within the National Park.
- 16.  To ensure that the character and appearance of the windows are sympathetic to this building within the National Park and accord with policies for the use of sustainable materials.
- 17.  To ensure that the character and appearance of the doors are sympathetic to this building within the National Park and accords with policies for the use of sustainable materials.
- 18.  To ensure that the window appearance is sympathetic to the character and appearance of this building within the National Park setting.
- 19.  To ensure that the stone work is sympathetic to this site within the National Park.
- 20.  To ensure that the architectural detailing is sympathetic to this site within the National Park.
- 21.  To ensure that the colours are sympathetic to this National Park location and the character and appearance of the housing units.
- 22. To ensure that the roof detailing is in sympathetic to the character and appearance of the development in this National Park location.
- 23,  To control any subsequent enlargements in the interests of the visual and residential amenities of the locality and to help ensure that the affordable units remain affordable in the longer term in accordance with the housing policies of the Local Plan.
- 24.
- 25. To ensure that adequate facilities are provided for the parking of vehicles clear of the highway in the interest of the free flow of traffic and condition

of safety on the highway and to accord with the housing policies of the Local Plan.

- 26.  In the interest of the visual amenities of this National Park area and the character and siting of the building.
- 27.  To help protect the archaeological heritage of the National Park.
- 29.  In the interests of the amenities of the adjoining property.
- 30.  To help ensure that the houses are developed and operated sustainably in accordance with Policy CBS12 of the Local Plan.
- 31.  To help ensure that the market building is developed and operated sustainably in accordance with Policy CBS12 of the Local Plan.
- 32.  In the interests of the visual amenities of the area and because all the properties have rear access and areas for the storage of bins.
- 33.  In the interests of the residential amenities of the surrounding area.
- 34.  To accord with the terms of the application and to ensure that the use operates in conjunction the livestock business in the interests of car parking and amenities of office users.
- 35.  To accord with the terms of the application, to restrict the traffic movements in accordance with the Highway Report in the interests of highway safety and to ensure that sale activities are sustainable in this rural area.
- 36.  To provide parking facilities for residents of the affordable units which cannot be accommodated within the housing site having regard to the practical jobs that local residents often undertake.
- 37.  To prevent the increased risk of flooding by ensuring the provision of a satisfactory means of surface water management.
- 38.  To protect the water environment from pollution.
- 39. To protect the water environment from pollution.
- 40.  To prevent pollution of the water environment and the amenities of occupants of the site.
- 41.  To ensure that the roads are laid out and constructed in an approved manner in the interests of highway safety.
- 42.  In the interests of highway safety.
- 43,
- 44,
- 45,
- 46,
- 47.

Notes to Applicant:

#### LEGAL AGREEMENTS

The applicant is reminded that this permission is subject to three separate legal agreements. These concern, highway improvements, phasing of the development,

access through to adjoining land and for 12 specified units of accommodation to be subject to a Local Affordable Housing provisions.

#### ENVIRONMENT AGENCY.

To accord with the requirements of Condition 37 the Environment Agency has advised that the surface water drainage scheme for the above proposed development will need to meet the following criteria in due course:

1.  The drainage scheme shall utilise sustainable drainage techniques or SuDS.
2.  Any outflow from the site must be limited to the maximum allowable rate, i.e. no increase in the rate &/or volume of run-off and preferably a reduction.
3.  The surface water drainage system must deal with the surface water run-off from the site up to the critical 1% Annual Probability of Flooding (or 1 in a 100-year flood) event, including an allowance for climate change (i.e. for the lifetime of the development). Drainage calculations must be included to demonstrate this (e.g. Windes or similar sewer modelling package calculations that include the necessary attenuation volume).
4.  If there is any surcharge and flooding from the system, overland flood flow routes and “collection” areas on site (e.g. car parks, landscaping) must be shown on a drawing.
5.  Adoption and maintenance of the drainage system must be addressed and stated, preferably via a planning obligation.
6.  Any temporary drainage measures that may be necessary to reduce the risk of flooding during the period of construction must be included.

In respect of Condition 41 the Environment Agency recommend:

We would advise referring to “Model procedures for the Management of Land Contamination” published by the Environment Agency. This provides the technical framework for structured decision making about land contamination and should prove useful. ISBN 1844322955. Available by contacting 08708 506506.

Finally, from the Waste Regulation aspect, according to our records there is a landfill site within 250 metres of the proposed development.

The landfill site, (our ref. WDL 23) was operated by Somerset County council for the tipping of highway spoil at the Old Quarry Wheddon Cross (SS 921 388). The licence permitted the following waste to be deposited – street sweepings, gully contents, construction and demolition waste from highway works including tar, pitch, bitumen & asphalt. It is thought that the site is at a high risk from the production of landfill gas.

Waste Management Paper No 27 states:

“Where development is proposed within 250 metres of a landfill site the developer will need to take account of the proximity of the proposed development to the landfill”

In view of the above information the applicant should be made aware of the existence of the above landfill site, and take account of the need for assessment and monitoring of any risk to the development. Such an investigation could be undertaken in conjunction with the contaminated land investigation (as conditioned above). Depending on the results of such as assessment/investigation the developer may need to design and construct the proposed buildings to prevent the entry of any migrating landfill gas.

If off-site waste disposal is utilised it must be in accordance with the Duty of Care and the Waste Management Licensing Regulations 1994. However, any buildings to be demolished can give rise to Special Wastes (i.e. asbestos). These are subject to additional control prior to disposal. The Environment Agency can advise the applicant on the regulations concerning Special Wastes.

## **HIGHWAY AUTHORITY**

Having regard to the powers of the Highway Authority under the Highways act 1980, the applicant is advised that a Section 184 Permit must be obtained from the Highway Service Manager, Somerset County Council, West Somerset Area, Mart Road Industrial Estate, Minehead, Somerset, TA24 5BJ. (Telephone 0845 3459155). Application for such a permit should be made at least four weeks before access works are intended to commence.

The formation/alteration of the access will involve construction works within the existing highway limits. These works must be agreed in advance with the Highway Service Manager at Somerset county Council, West Somerset Area, Mart Road Industrial Estate, Minehead, Somerset, TA24 5BJ. He will be able to advise upon and issue/provide the relevant licences necessary under the Highways Act 1980 (section 184).

## **MONITORING OF DEVELOPMENT**

The applicant/developer is reminded that it is their responsibility to ensure that the requirements of each planning condition are met and that the works are undertaken in accordance with the approved plans. Any failure to meet the terms of a planning condition or work which does not accord with the approved plans leaves the applicant/developer liable to formal action being taken. The National Park Authority endeavours to monitor on site the compliance with conditions and building works. This has benefits for applicants and developers as well as the National Park. To assist with this monitoring of development the applicant/developer is requested to give at least fourteen days notice of the commencement of development to ensure that effective monitoring can be undertaken. The National Park Authority can be contacted on [plan@exmoor-nationalpark.gov.uk](mailto:plan@exmoor-nationalpark.gov.uk) and on 01398 323 665.

## **RECYCLING OF BUILDING MATERIALS**

In the interests of sustainability and the reduction of waste your attention is drawn to the desirability of recycling building materials wherever possible. The demolition or dismantling of structures on the site should be considered as part of the development process to maximise the reuse or recycling of materials rather than disposal as waste.

## **WORKS NEAR BADGER SETTS**

The Ecological Report has identified a badger sett within the site. All work using machinery within 20m or hand held tools within 10 m of a sett entrance requires a licence under the Protection of Badgers Act 1992. These licences are issued by Natural England and they recommend that, where possible, exclusion zones of 30m are established around setts.

## **CONDITIONS AND INFORMATIVES AND THE SUBMISSION OF FURTHER DETAILS.**

Please check all the conditions and informatives attached to this Decision Notice. If there are any conditions which require submission of details and/or samples prior to work commencing on site it is vital that these are submitted and agreed in writing by the Local Planning Authority before work starts. Given the High Court's interpretation of the Planning Acts and their lawful implementation it is unlikely that the Local Planning Authority will be able to agree to a sample/details after the commencement of works if that sample/details should have been approved prior to commencement. If a sample/detail is not agreed as required prior to

commencement and works have started then it is likely that this matter may only be able to be rectified by the submission of another application. To avoid delay, inconvenience and the need to submit a further application, please ensure that all appropriate details/samples are submitted and agreed at the specified time. Please also note that due to other decisions of the High Court it is now not normally possible for the Local Planning Authority to agree to minor amendments to approved applications. It will be necessary to adopt a formal approach and that if changes to approved plans are proposed then it will be necessary to make a new planning application. Please ensure that works comply with the approved plans so as to avoid the possibility that works are unauthorised and liable for enforcement action.

#### INTERNAL WORKS

Notwithstanding the plans, the Local Planning Authority considers that internal arrangements shown on the approved plans are illustrative.

#### SUMMARY OF REASONS FOR GRANTING PERMISSION.

The provision of a renewed Livestock Market is important for the economic and social well-being of Exmoor. There is also a direct link between the local convenience of a modern livestock market and the ability of farmers to continue to undertake traditional hill farming in an economic climate which makes such traditional practices even less profitable. The maintenance of hill farming on the upland areas helps to ensure that the grazing patterns over centuries that have formed and maintained the landscape and biodiversity of the National Park are conserved and enhanced. A continued livestock market therefore assists with delivering the First National Park purpose as well as the duty to foster the social and economic wellbeing of the communities of the National Park. Investigations have taken place over a number of years to determine how the renewed livestock market can be delivered and the application proposals are considered to be the only option to provide the new market. The affordable housing complies with planning policies. However, the provision of open Market housing is contrary to the policies of the Development Plan. The Authority has judged that there are exceptional circumstances in this case whereby the importance of the renewed livestock market, and the processes and investigations that have been undertaken over past years and set out in the Committee Report, provides the material planning considerations which justify a decision contrary to the housing policies of the Local Plan.

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Dated 23/12/2009



David Wyborn  
Head of Planning and Community

## NOTES

- (1) If the applicant is aggrieved by the decision of the Local Planning Authority to refuse permission or to grant permission subject to conditions, which are unacceptable, he/she may appeal to the Secretary of State for the Environment in accordance with section 78 of the Town and Country Planning Act, 1990, within six months of receipt of this notice. Appeals must be made on a form which is obtainable from The Planning Inspectorate, Temple Quay House, 2 The Square, Temple Quay, Bristol BS1 6PN. The Secretary of State has the power to allow a longer period for giving 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 Secretary of State 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 General Development Order and to any directions given under the Order.
- (2) If permission to develop land is refused or granted subject to conditions, whether by the Local Planning Authority or by the Secretary of State, and the owner of the land claims that the land has become incapable of reasonably beneficial use in its existing state and cannot be rendered capable of reasonably beneficial use by the carrying out of any development which has been or would be permitted, he may serve a purchase notice requiring that the Council to purchase his interest in the land in accordance with the provisions of part VI of the Town and Country Planning Act, 1990.
- (3) 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.
- (4) Having regard to the statutory powers of the Highway Authority, you should consult the Highways Service Manager, West Somerset Area, SCC, Mart Road Ind Estate, Mart Road, Minehead, Somerset, (Tel 0845 3459155), or Area Engineer, Devon County Council, Civic Centre, Barnstaple, EX31 1ED, if any work connected with the development hereby permitted takes place within or immediately adjacent to a public highway e.g. footpath and margin crossings, piping of ditches, construction of waiting bays.
- (5) This permission does not authorise you to stop-up or divert a public right of way in order to enable the development permitted to be carried out. Separate legal steps are necessary for this and further information can be obtained from the Exmoor National Park Officer, Exmoor House, Dulverton, TA22 9HL.

### Planning Policies

#### **Town and Country Planning (General Development Procedure) (England)(Amendment) Order 2000. Article 22. Details of all policies and proposals within the development plan relevant to the decision**

S&ENPJSP - SOMERSET AND EXMOOR NATIONAL PARK JOINT STRUCTURE PLAN

## STR1 - Sustainable Development.

Development in Somerset and the Exmoor National Park should:

- Be of high quality, good design and reflect local distinctiveness;
- Develop a pattern of land use and transport which minimises the length of journeys and the need to travel and maximises the potential for the use of public transport, cycling and walking;
- Minimise the use of non renewable resources;
- Conserve biodiversity and environmental assets, particularly nationally and internationally designated areas;
- Ensure access to housing, employment and services;
- Give priority to the continued use of previously developed land and buildings;
- Enable access for people with disabilities.

## STR 5 - Development In Rural Centres and Villages.

Development in rural centres and villages should be such as will sustain and enhance their role and will be commensurate with their size and accessibility, and appropriate to their character and physical identity.

## STR7 - Implementation of the Strategy.

To ensure that development in Somerset and the Exmoor National Park is implemented in a way that meets the sustainable development aims of the strategy, development should fairly and reasonably contribute towards the provision of relevant community services and facilities, environmental improvements and infrastructure that are directly related to and necessary for the development to proceed.

### Policy 1 - Nature Conservation.

The biodiversity of Somerset and the Exmoor National Park should be maintained and enhanced. The greatest protection will be afforded to nature conservation sites of international and national importance.

In addition, Local Plans should include policies to maintain and enhance sites and features of local nature conservation importance including landscape features which provide wildlife corridors, links or stepping stones between habitats.

## Policy 2 - Exmoor National Park.

In the Exmoor National Park;

The conservation and enhancement of the natural beauty, wildlife and cultural heritage; and

The promotion of opportunities for public understanding and enjoyment of the special qualities of the area,

Should be given priority over other planning considerations. In cases of conflict between these purposes, greater weight should be attached to the first. Due regard should be had to fostering the economic and social well being of local communities.

Provision for development should only be made where it would not conflict with the purposes of the National Park designation. Provision should only be made for major development where there is an overriding need in terms of national considerations that cannot be met in any other way.

Particular care will also be taken to ensure that no development is permitted outside the National Park which would damage its natural beauty, character and special qualities or otherwise prejudice the achievement of National Park purposes.

## Policy 4 - Levels and Moors.

The biodiversity and unique character of the Somerset Levels and Moors should be maintained and enhanced.

## Policy 5 - Landscape Character.

The distinctive character of the countryside of Somerset and the Exmoor National Park should be safeguarded for its own sake. Particular regard should be had to the distinctive features of the countryside in landscape, cultural heritage and nature conservation terms in the provision for development.

## Policy 9 - The Built Historic Environment.

The setting, local distinctiveness and variety of buildings and structures of architectural or historic interest should be maintained and where possible be enhanced. The character or appearance of Conservation Areas should be preserved or enhanced.

## Policy 11 - Areas of High Archaeological Potential.

Development proposals should take account of identified Areas of High Archaeological Potential or, elsewhere where there is reason to believe that important remains exist, so that appropriate assessment and necessary protection can be afforded to any archaeological remains identified.

## Policy16 - Provision of Land for Industrial, Warehouse and Business Development.

Provision will be made for about 405 Hectares of land for industrial, warehouse and business development purposes over the period 1991 - 2011. This will include activities within classes B1, B2 and B8 of the Town and Country Planning (Use Classes) Order 1987. The distribution of the overall allocation will be as follows:

### District Hectares

Mendip about 60

Sedgemoor about 95

South Somerset about 125

Taunton Deane about 115

West Somerset about 10

Provision should be made for the inclusion of such uses in mixed-use development sites where appropriate. Where such uses are included, only those allocation elements that are within use classes B1, B2 and /or B8 can be counted against the relevant allocation total for that District.

In the Exmoor National Park provision should only be for an appropriate scale of development to meet local social and economic needs.

## Policy35 - Affordable Housing.

Provision will be made for securing housing to meet the needs of those without the means to buy or rent on the open market. This provision shall meet an identified local need and should be available and affordable to successive occupiers.

## Policy43 - Access for the Mobility Impaired.

Facilities for people who are mobility impaired should be improved by maintaining and extending the network of suitable footpaths, bridleways and cycle routes and by facilitating ease of access to other transport infrastructure and new development

## Policy48 - Access and Parking.

Developments which generate significant transport movements should be located where provision may be made for access by walking, cycling and public transport. The level of parking provision in settlements should reflect their functions, the potential for the use of alternatives to the private car and the need to prevent harmful competitive provision of parking. The level of car parking provision associated with new development should: - first, take account of the potential for access and provide for alternatives to the private car, and then - should be no more than necessary to enable development to proceed.

## Policy49 - Transport Requirements of New Development.

Proposals for development should be compatible with the existing transport infrastructure, or, if not, provision should be made for improvements to infrastructure to enable development to proceed. In particular development should:

- provide access for pedestrians, people with disabilities, cyclists and public transport;
- provide safe access to roads of adequate standard within the route hierarchy and, unless the special need for and benefit of a particular development would warrant an exception not derive access directly from a National Primary or County Route; and
- in the case of development which will generate significant freight traffic, be located close to rail facilities and/or National Primary Routes subject to satisfying other Structure Plan policy requirements.

## Policy59 - Safeguarding Water Resources.

Protection will be afforded to all surface, underground and marine water resources from development which could harm their quality or quantity.

## ENPLP - EXMOOR NATIONAL PARK LOCAL PLAN 2001 - 2011

### S1 - Defined Settlements.

#### LOCAL RURAL CENTRES

The following local rural centres are identified. These centres provide the best range of services and are the most suitable for new development to consolidate employment and services to meet the needs of the Park and its community. Development must be of a scale that does not harm their character.

Dulverton; Lynton/Lynmouth and Porlock

#### VILLAGES

The following villages are identified. These act as focal points for those living across the Moor. Some development will be permitted to enable diversification of the economy and to help retain and enhance key services and facilities to meet the basic needs of local people by maintaining or enhancing their communities.

Allerford; Barbrook; Bridgetown; Brompton Regis; Brendon; Challacombe; Cutcombe; Dunster; Exford; Exton; Luccombe; Luxborough; Monksilver; Parracombe; Roadwater; Simonsbath; Timberscombe; Winsford; Withypool; Wheddon Cross and Wootton Courtenay.

Outside of the defined settlements is classed as Open Countryside where development will be restricted to the special circumstances defined in Policies H6, H7, H10 (ii), H12, CBS2, E2, and CSF4.

## LNC1 - General National Park Policy.

Development proposals in the National Park will be expected to be compatible with the conservation or enhancement of the natural beauty, wildlife and cultural heritage of Exmoor, and the public understanding and enjoyment of those qualities. In considering applications the Authority will give the greatest weight to these purposes and in the case of conflict greatest weight will be attached to the first purpose. Due regard will be had for the economic and social well-being of the local communities in the National Park.

## LNC2 - Lighting.

Applications for development which include external lighting will not be permitted where;

- (i) The lighting scheme proposed is excessive to achieve its purposes;
- (ii) There would be sky glow, light spillage from the site or unacceptable glare; and
- (iii) There would be an adverse impact on local amenity, landscape, wildlife or the historic environment of the National Park.

## LNC13 - Mitigation and Compensation for Nature Conservation Sites Affected by Development.

Where permission is granted for development likely to affect the nature conservation value of sites, habitats and features, including those in Policy LNC 11, a planning obligation will be secured or a condition attached to:

- (i) Minimise damage to the nature conservation interest of the site, habitat or feature;
- (ii) Provide appropriate compensatory (including enhancement) measures and site management.

## LNC14 - Protected Species and Habitats.

Development proposals likely to cause harm to legally protected or important species or lead to the loss of or damage to their habitats, will not be permitted unless arrangements to avoid harm to the species can be made through planning agreements or conditions.

Development proposals likely to damage or destroy a breeding site or resting place of, or disturb, an animal protected by Annex IV (a) of the Habitats Directive will not be permitted.

## LNC16 - Treatment of Locally Important Archaeological Sites Affected by Development.

Where the need for a development out weighs the intrinsic importance of the archaeological sites or features, other than those of national importance, affected by the development, the sites or features will be expected to be preserved in situ. Where this is not feasible and where appropriate, planning permissions will require full excavation, examination and recording of sites or features before development commences, and the publication of results in accordance with the Conduct of Archaeological Work and Historic Building Recording within Exmoor National Park.

## CBS12 - New Development.

All new development should conserve and, respond to opportunities to enhance, the natural and built environment. In particular, development should:

- (i) Protect, and respond to opportunities to enhance, landscape character;
- (ii) Reflect and reinforce the pattern and character of individual settlements, including the relative size of the development in relation to its plot, its scale, height and form;
- (iii) Reflect and reinforce local distinctiveness through the use of traditional materials and the traditional vernacular architecture and detailing of the area;
- (iv) Incorporate landscape design appropriate to the site and character of the area having regard to existing features including trees, hedges, walls, railing and gates, traditional surface treatments such as stone pitching, paving, and structures;
- (v) Not harm the amenities of occupiers of neighbouring properties by way of overlooking, loss of daylight or sunlight, overbearing appearance of other adverse environmental impacts;
- (vi) Consider the needs of people with disabilities. Where appropriate, the Authority will consider the use of conditions to require access provision for people with disabilities; and
- (vii) Where appropriate, re-use materials from existing buildings, or any materials won form the site associated with the development.

Were the development comprises an extension or alteration to an existing building it should not detract from the character or setting of the original building. The roof of any extension or alteration should respect the form and symmetry of the original building.

In considering applications, the Authority will give favourable consideration to proposals incorporating energy efficiency and resource conservation measures through their sitting, layout, design and use of materials. If it is considered that the applicant has not taken reasonable opportunities to incorporate such measures, permission will not be granted.

### H1 - Meeting The Local Community's Housing Need.

The purpose of housing development will be to meet the needs of local communities. The principal community identified need is for affordable housing with local occupancy ties. New housing will be occupied by a person(s) with a proven housing need in accordance with the local occupancy condition in Policy H2, except in the case of open market housing provided in Local Rural Centres under Policy H4.

## H2 - Criteria for Occupancy of a Local Need/Affordable Dwelling.

New housing will be in accordance with Policy H1 and (except in the case of open market housing provided in Local Rural Centres under Policy H4) will be occupied by a person(s) with a proven housing need in accordance with the following local occupancy definition:

- (i) A person (and his or her dependants) who has a minimum period of 10 years permanent and continuous residence in the parish or an adjoining parish who cannot afford (to rent or buy) accommodation in the locality and is forming a household for the first time; or
- (ii) A person (and his or her dependants) who has a minimum period of 10 years permanent and continuous residence in the parish or an adjoining parish who cannot afford (to rent or to buy) accommodation in the locality and is currently homeless or living in otherwise unsatisfactory accommodation; or
- (iii) A person (and his or her dependants) who is not now resident in the parish or an adjoining parish but with a local connection with the parish including a period of permanent and continuous residence of 10 years or more within the last 20 years and who cannot afford (to rent or buy) accommodation in the locality and has a proven need; or
- (iv) A person (and is or her dependants) who has an essential need to live close to another person who has a minimum of 10 years permanent and continuous residence in the parish or adjoining parish, the essential need arising from proven age or medical reasons, and who cannot afford (to rent or buy) accommodation in the locality; or
- (iv) A person (and his or her dependants) who needs to live close to their place of work in the parish or adjoining parish and who cannot afford (to rent or buy) accommodation in the locality.

In the case of proposals by an individual for a single dwelling under this policy the need will be judged as to the extent it forms part of a wider community need and by reference to:

- i) Evidence of the circumstances of the intended occupier in terms of-
  - (a) their compliance with the local occupancy condition above, and
  - (b) his or her present accommodation situation, and
  - (c) their ability to afford to buy or rent existing accommodation in the locality, and
  - (d) that they have searched for suitable accommodation in the locality; and
- ii) The likelihood of the type, size and location of the property meeting an ongoing community need for housing in the event that the individual subsequently move out of the property; and
- iii) Any up to date local housing needs survey prepared by, or in consultation with the district council (as local housing authority) and parish council.

In the case of dwelling(s) owned or controlled by a Registered Social Landlord (including Housing Associations) the definition of local need shall initially be based

on criteria (i) to (v) above. The planning obligation will allow, where properties become vacant, other local persons with strong local ties to the relevant District Council area of the National Park, the National Park as a whole and the remaining District Council area outside the National Park, to occupy the dwellings. The occupancy cascade for privately owned dwellings will not go wider than the National Park area for occupants qualifying under clauses i, ii and iv as above. The definition of local need for subsequent occupiers will include those set out in clauses iii and v as above.

In the case of dwelling(s) where a Registered Social Landlord (including Housing Associations) is involved in a controlled occupancy retained equity scheme, where staircasing is not permitted, the occupancy cascade will be as above save that where no local person can be found to occupy a property that has become vacant, the occupancy cascade will go beyond the District Council area provided any occupier has a proven housing need.

#### H5 - New Build Housing in Villages.

Housing development will be permitted in Villages where:

- (I). The site is well related to existing buildings and any development would conserve or enhance the character of the settlement pattern;
- (ii). There is a proven local need for the dwelling(s) in accordance with Policies H1 and H2 and that need cannot be met within the existing housing stock or from sites/buildings already with planning permission;
- (iii). The dwelling(s) will be affordable by size and type to local people and will remain so in perpetuity, for owner occupied properties the net floorspace will be less than 90 square metres;
- (iv). The development is in keeping with the character and appearance of the site and its surroundings;
- (v). The design and layout of the development meet the requirements of Policy CBS12 and TR6; and
- (vi).A planning obligation is secured to ensure that occupancy of the dwelling(s) is confined to persons in local housing need in perpetuity.

Where permission is granted a condition will be attached removing permitted development rights granted by the Town and Country Planning (General Permitted Development) Order 1995 in respect of extensions to ensure that dwellings do not exceed 90sqm in size.

## H6 - Conversions to Dwellings in Villages.

The change of use and any necessary alteration of buildings for housing in Villages

Within the identified Villages the change of use of non-residential building to (a) dwelling(s), together with any consequent building alterations, will be permitted where:

- (i). The building is well related to existing buildings and conserves or enhances the character of the settlement;
- (ii). There is a proven local need for the dwelling(s) and that need cannot be met within the existing housing stock or from sites/buildings already with planning permission;
- (iii). The intended occupants meet the requirements of the local occupancy criteria in Policies H1 and H2;
- (iv). The dwelling(s) will be affordable by size and type to local people and will remain so in perpetuity, for owner occupied properties the net floorspace will be less than 90 square metres;
- (v). The proposal meets the requirements of Policies CBS1 and CBS2; and
- (vi). A planning obligation is secured to ensure that occupancy of the dwelling(s) is confined to persons in local housing need in perpetuity.

Where permission is granted a condition will be attached removing permitted development rights granted by the Town and Country (General Permitted development) Order 1995 to protect the character and appearance of the building and in respect of extensions to ensure that the dwelling(s) does not exceed 90sqm in size.

Where permission is granted for employment uses as part of the proposal a condition may be attached tying the occupation of the dwelling to the operation of the business.

## E1 - Business Development in Local Rural Centres and Villages.

Within, or if no suitable site exists, adjacent to the defined Local Rural Centres and Villages, proposals for new small scale B1, B2 and B8 premises, conversions of existing buildings to B1, B2, B8 and C1 use and extensions to existing B1, B2, B8 and C1 uses will be permitted where

- (i) the site is well related to existing buildings and the development would conserve or enhance the character of the settlement;
- (ii) the development is in keeping with the character and appearance of the site and its surroundings; and
- (iii) there is no adverse effect on important planning interests which the Plan seeks to protect.

Applications for building conversions or adaptations should have regard to the requirements of Policy CBS1

### E3 - Safeguarding Existing Employment, Land and Buildings.

Development proposals that would involve the loss of employment land or buildings will not be permitted except where;

- (i) Enhanced employment – generating uses are to be created on the site/in the building, or alternative provision will be provided on another suitable site(s)/building(s) under the control of the Applicant within the locality; or
- (ii) The use of site/building for employment purposes cannot be continued or made viable in the longer term.

In respect of (i), planning conditions or obligations will be used to ensure that the alternative provision is secured at an appropriate time in relation to the redevelopment of the site/building.

In respect of (ii), applicants will have to provide evidence to justify their applications and demonstrate that:

- (a) They have fully explored all opportunities of grant funding and financial support to help retain employment use(s); and
- (b) They have made reasonable attempts at marketing the site/building for employment uses over a suitable period of time, for a minimum of 12 months.

### U1 - Water Resource Protection - Groundwater.

Development proposals which would adversely affect the quality or pollute the quality of surface and/or groundwater source will not be permitted.

### U3 - Water Supply.

Development proposals which lead to an increase in water requirements will not be permitted in locations where the existing water supply is inadequate or cannot satisfactorily be improved, or where additional abstraction will result in a reduction in water quality and which will have an adverse effect on existing supplies, fisheries, recreational or nature conservation interests.

### U4 - Sewerage and Sewerage Disposal - Capacity of System.

Development proposals which would lead to an increase in sewage treatment requirement will not be permitted in locations where the existing sewage disposal system is inadequate and where increased flows in the system will create an unacceptable pollution risk to water quality.

## U7 - Flood Risk Areas - Location of New Development.

The National Park Authority will seek to reduce the risk of flooding through the application of a risk-based approach to development in accordance with a sequential test. Development in areas of high flood risk as shown on the Proposals Map or other areas considered to be at risk of flooding will not be permitted unless:

(i) there is no reasonable location available in a lower risk category, consistent with National Park purposes and other sustainable development objectives; and

(ii) the development is protected from flooding to the appropriate standard throughout its lifetime and is appropriately planned and designed; and

(iii) any flood defence works conserve and enhance the natural beauty, wildlife and cultural heritage of Exmoor and do not result in exacerbating flood risk.

## TR1 - Exmoor Route Network - Framework for Traffic Management.

The Exmoor Route Network, as shown on the Proposals Map, will form the framework for traffic management in the National Park.

## TR2 - Exmoor Route Network - Use in the Determination of Development Proposals.

The Exmoor Route Network will be taken into consideration in the determination of proposals for development to ensure that the capacity of the roads serving the development is adequate for the traffic likely to be generated.

## TR3 - Exmoor Route Network - Traffic and Road Safety Consideration for Development.

Development which will cause unacceptable levels of traffic in terms of the environmental or physical capacity of the local road network, or would prejudice road safety interests, will not be permitted.

## TR4 - Road Maintenance and Improvements.

Proposals for road improvement schemes should, subject to road safety requirements, be designed and constructed to preserve and enhance the natural beauty of the National Park and minimise harm to the built environment. In particular the proposal should meet the following requirements:

- (i)  Disturbance and damage to conservation and local amenities is minimised during construction;
- (ii)  Road design and materials respect the features and character of the landscape;
- (iii)  Existing traditional features such as beech hedges, stone walls, fingerposts or milestones are retained or replaced wherever possible;
- (iv)  Opportunities are taken to introduce new wildlife habitats, environmental improvements and appropriate landscaping schemes; and
- (v)  Existing rights of way are maintained or alternative routes are provided where necessary.

## TR6 - Highway Design for New Development.

The design and details of highway works which are required for new development proposals should, subject to road safety interests, contribute to the conservation or enhancement of the area.

## TR10 - Car and Cycle Parking Provision.

The Authority will seek to minimise car parking provision for proposed development having regard to environmental quality, highway safety, the nature and location of the proposal, and the proximity of any public parking provision and provision for people with disabilities.

Car parking provision (excluding parking for people with disabilities) should not exceed the standards set out in Table 10.1.

Conditions and planning obligations will be used to secure the provision of cycle parking, in accordance with Table 10.2.

## TR11 - Public Transport, Cycling, Walking and Horse-Riding.

The design and layout of development proposals should, where appropriate, accommodate the needs of cyclists, pedestrians and horse-riders and encourage cycling, walking and horse-riding. In appropriate cases, and in particular where developments are likely to attract significant numbers of visitors, planning obligations will be used to achieve improvements to public transport services and facilities.

## TR12 - Public Rights of Way.

Development which will adversely affect existing public rights of way will be required to incorporate measures to protect user's interests.

DATED

*16th March 2010*

*2009*

SOMERSET COUNTY COUNCIL

- and -

EXMOOR NATIONAL PARK AUTHORITY

- and -

EXMOOR LIVESTOCK AUCTIONS LTD

- and -

SUMMERFIELD DEVELOPMENTS (SW) LTD

- and -

NATIONAL WESTMINSTER BANK PLC

**A G R E E M E N T**

relating to highway works associated with the  
redevelopment of Cutcombe Market, Wheddon Cross

LGL0027/1577

THIS AGREEMENT made the 12<sup>th</sup> day of March Two thousand and nine  
Ten

B E T W E E N:

- (1) SOMERSET COUNTY COUNCIL of County Hall, Taunton, Somerset TA1 4DY ("the County Council"),
- (2) EXMOOR NATIONAL PARK AUTHORITY whose principal offices are at Exmoor House, Dulverton, Somerset TA22 9HL ("the Authority"),
- (3) EXMOOR LIVESTOCK AUCTIONS LIMITED (Company Registration No.03410580) whose Registered Office is at Cutcombe Market, Wheddon Cross, Minehead, Somerset TA24 7DT ("the Applicant"),
- (4) SUMMERFIELD DEVELOPMENTS (SW) LIMITED (Company Registration No. 2539922) whose Registered Office is at Taunfield, South Road, Taunton, Somerset TA1 3ND ("the Developer"), and
- (5) NATIONAL WESTMINSTER BANK PLC (Company Registration No.929027) of Sheffield Securities Centre, PO Box 502, 2nd and 3rd Floors, 42 High Street, Sheffield S1 2YW ("the Mortgagee")

WITNESSES AS FOLLOWS:

## 1. DEFINITIONS AND INTERPRETATION

- 1.01 In this Agreement the following words and phrases shall unless the context otherwise requires have the following meanings:

“the Act of 1980” means the Highways Act 1980

"the Act of 1990"	means the Town and Country Planning Act 1990
"the Application"	means the planning application submitted by the Applicant to the Authority dated 30 June 2008 and numbered 6/8/08/109 whereby the Applicant sought planning permission for the Development
"the approved plans"	means the detailed drawings plans and specifications of the Highway Works submitted to and approved by the Director
"the as-built drawings"	means a set of complete and accurate drawings of the Highway Works to be scaled 1:500 clearly showing all of the Highway Works as constructed by the Developer
"the Bond"	means a bond or bonds substantially in the form annexed hereto securing the Bond Figure and guaranteeing the payment to the County Council of such sum not exceeding that figure as may be necessary to secure the completion of the Highway Works in the event of default by the Applicant
"the Bond Figure"	means the sum of £40,000 (Forty thousand pounds) or such other sum as may be substituted therefor by agreement or in pursuance of the indexation provisions hereinafter contained
"the Certificate of Completion"	means any certificate or certificates issued in writing by the Director to the Applicant certifying that the Highway Works have been carried out and completed to his satisfaction
"the Commencement of Development"	means the implementation of the Permission by the carrying out of a material operation as defined at section 56 of the Act of

1990 which is exclusively referable to the Permission other than works of site clearance, archaeological research, ground investigation and decontamination or the erection of site hoardings, and the phrase "commence development" shall be construed accordingly

"the Development" means the redevelopment of the site of the Applicants' Cutcombe Market by the erection thereon or on some part or parts thereof of (inter alia) a replacement market building and 25 units of residential accommodation

"the Director" means the Corporate Director for the time being of the County Council's Environment Directorate and any member of staff or agent of his duly authorised by him to act on his behalf for the purposes of this Agreement

"the Drawing" means the Peter Evans Partnership plan attached hereto and numbered 1866.05

"the Dwellings" means each or any of the 25 units of residential accommodation to be constructed as part of the Development

"the Final Certificate" means any certificate or certificates issued in writing by the Director to the Applicant certifying that any defects in the Highway Works appearing during the Maintenance Period have been rectified to his satisfaction and that the land on which the Highway Works have been carried out is in a fit and proper condition in all respects to be adopted (if not already highway) as a highway or highways maintainable at public expense

"the Highway Works" means the works more particularly described in the Second Schedule and illustrated generally on the Drawing, being works in, on, over or adjoining the public highways adjacent to or affording access to the Land, together with such further works

as may be required in connection with any safety audits referred to at sub-clause 4.02(o)

"the Land" means the plot of land situate adjoining the northern side of the B3224 road at Wheddon Cross in the Parish of Cutcombe in the County of Somerset as the same is described in the First Schedule and is shown edged red on the Plan

"the Maintenance Period" means the period commencing on the issue of the Certificate of Completion or the final such Certificate, and expiring twelve months thereafter or on the issue of the Final certificate, whichever shall be the later

"the Permission" means the planning permission to be issued by the Authority by way of determination of the Application and all approvals granted thereunder

"the Plan " means the 1:500 Reed Holland Associates drawing attached hereto and numbered 06.59.09K

- 1.02 References in this Agreement to an Act of Parliament include a reference to any Regulations made under it and to any statutory provision for the time being in force amending re-enacting or replacing it or them
- 1.03 The Interpretation Act 1978 applies to this Agreement as it applies to an Act of Parliament
- 1.04 Words in this Agreement importing persons shall where the context so admits or requires be construed as importing corporate bodies and partnerships and shall where importing one gender be construed as importing any other gender
- 1.05 References in this Agreement to the parties shall include their assigns successors in

title and any successors in function

- 1.06 All covenants obligations and other commitments contained in this Agreement and expressed to be given or entered into by the more than one party hereto shall be joint and several and may be enforced by the Authority against any one or more of such parties
- 1.07 All covenants and obligations contained in this Agreement and requiring any party hereto to issue any authorisation, approval, consent or certificate shall be subject to the proviso that the issue of such authorisation or other matter is not to be unreasonably withheld or delayed
- 1.08 References in this Agreement to a clause, sub-clause or Schedule are (unless otherwise stated) references to the correspondingly numbered clause, sub-clause or Schedule of this Agreement, and references in any Schedule to a paragraph or sub-paragraph are (unless otherwise stated) references to the correspondingly numbered paragraph or sub-paragraph of that Schedule
- 1.09 The paragraph headings in this Agreement are included solely for ease of reference and shall not affect its construction or interpretation

## **2. RECITALS**

- 2.01 The County Council is the Highway Authority under and for the purposes of the Act of 1980 and a Local Planning Authority under and for the purposes of the Act of 1990 for the area within which the Land is situated
- 2.02 The Land is situated within the area of the Exmoor National Park for which the Authority is the National Park Authority and a Local Planning Authority so that all powers and functions conferred by the Act of 1990 upon a Local Planning Authority are powers and functions of the Authority
- 2.03 The Applicant is registered as proprietor of the Land with an absolute freehold title under title number ST129184

- 2.04 The Developer has the benefit of a conditional contract to acquire the Land and is the proprietor of a unilateral notice protecting the same and registered at H M Land Registry on the 4th February 2008
- 2.05 The Mortgagee is proprietor of a Charge on the Land dated the 21st November 1997 and registered on the 22nd December 1997 at H M Land Registry
- 2.06 The Applicant wishes to carry out the Development on the Land and has to that end submitted the Application to the Authority
- 2.07 The Authority is satisfied that the Application may be granted subject to conditions and to the prior execution of Agreements (including this Agreement) ensuring that the Development will comply with the Policies of its Local Plan and can be implemented without prejudice to the safety of the public
- 2.08 The County Council considers that the traffic generated by the Dwellings would necessitate the provision of the highway improvements and safety measures comprised within the Highway Works and has been joined to this Agreement for the purpose of authorising the execution of the same and ensuring that they are carried out to its reasonable satisfaction in all respects

### **3. STATUTORY POWERS**

- 3.01 The County Council enters into this Agreement in pursuance of its powers under Section 278 of the Highways Act 1980, Section 106 of the Act of 1990, Section 111 of the Local Government Act 1972, Section 2 of the Local Government Act 2000 and all other powers enabling it in that regard
- 3.02 The Authority enters into this Agreement in pursuance of its powers under Section 106 of the Act of 1990 and all other powers enabling it in that regard
- 3.03 It is HEREBY AGREED by and between the Applicant, the County Council and the Authority that the covenants on the part of the Applicant contained or referred to at

sub-clauses 4.01 and 4.02 and each of them are planning obligations for the purposes of Section 106 of the Act of 1990 and are enforceable by the County Council and the Authority or either of them without limit of time against any person deriving title under the Applicant to the Land or to any part of the Land pursuant to sub-section (3) of the said Section 106 PROVIDED HOWEVER that no person shall be liable for any breach of the said covenants occurring after he shall have parted with all interest in the Land or the part of it in respect of which such breach occurs but without prejudice to the Authority's rights in relation to any antecedent breach AND PROVIDED FURTHER that where part of the Land comprises or falls within the curtilage of a completed Dwelling the owner or occupier of such dwelling shall not be bound by this Agreement once the dwelling has been purchased from the Applicant or the Developer or their respective successors in title.

#### **4. THE APPLICANT'S COVENANTS**

##### **I. PROCEDURAL PROVISIONS**

4.01 The Applicant HEREBY COVENANTS with the County Council and the Authority and each of them at its own expense:-

- a. prior to the occupation of any Dwellings to complete the construction of all elements of the Highway Works at the Developer's expense in full compliance with the terms and requirements of this Clause 4 to a stage where in the Director's opinion a Certificate of Completion may be issued.
- b. not to cause or permit the occupation of any Dwellings unless and until all elements of the Highways Works have been completed at the Developer's expense to the stage where in the Director's opinion a Certificate of Completion may be issued and in full compliance with the terms and requirements of this Clause 4
- c. prior to the commencement of any element of the Highway Works to apply to the County Council for such Traffic Regulation Orders as the County Council considers necessary in relation to the Highway Works, such applications to be submitted with the detailed drawings plan and specifications required pursuant to this Clause 4 and to be supported by such other plans and specifications as the County Council shall require

- d. not to permit the commencement of any element of the Highway Works until the County Council has received applications for the Traffic Regulation Orders it considers necessary
- e. within three months of any Traffic Regulation Orders referred to in sub-paragraph 4.01(c) being made to carry out and complete to the Director's satisfaction the works associated with such Traffic Regulation Orders in accordance with a timetable to be agreed in writing with the Director

## II. PROVISIONS RELATING TO THE HIGHWAY WORKS

4.02 The Applicant HEREBY FURTHER COVENANTS with the County Council and the Authority and each of them at its own expense:-

- (a) as soon as reasonably practicable after the date hereof to prepare and submit to the Director for approval on behalf of the County Council detailed plans and specifications of the Highway Works including those matters determined by the Director in pursuance of sub-clause 4.02(b) and generally in accordance with the Drawing, PROVIDED HOWEVER THAT the Director shall not be obliged to consider any drawing plan or specification which has not been prepared by a properly qualified person or is in the Director's reasonable opinion manifestly inadequate
- (b) without prejudice to the generality of sub-clause 4.02(a), to incorporate in the Highway Works such of the following features as the Director may in his discretion determine:
  - whitelining
  - kerbing
  - guard railing
  - regrading
  - drop kerbing
  - tactile paving
  - signing
  - new or improved drainage
  - temporary traffic controls
  - relocation and replacement (as may be required) of signs, street lighting and

apparatus of statutory undertakers and former public utilities  
regarding grass verges  
school "keep clear" markings  
pedestrian refuges  
skid resistant surfacing  
such other works as the Director may reasonably stipulate as being necessary  
for the carrying out and completion of the Highway Works.

- (c) to provide in writing a programme of works, with a timetable, for the execution of the Highway Works which shall be submitted to and approved by the Director prior to the commencement of the Highway Works or any part thereof
- (d) not to commence the Highway Works or any part thereof without having given not less than seven days' notice in writing to the Director of its intention so to do
- (e) before commencing the Highway Works to pay to the County Council a superintendence fee equivalent to seven per cent of the Bond Figure
- (f) prior to the commencement of the Highway Works to provide the Bond with a bank or insurance company previously approved by the County Council to secure the Bond figure and to keep the Bond continuously in force until the expiry of the Maintenance Period, PROVIDED THAT if the Bond shall be provided more than three months from the date of this Agreement then the sum secured thereby shall be increased to take account of inflation by a sum which bears the same proportion to the Bond figure as shall be borne by any increase in the BCIS General Building Cost Index of the Royal Institution of Chartered Surveyors (or in the event of the said Index being discontinued the nearest equivalent index) to the figure shown therein for the month in which this Agreement is executed, such Index figures being the latest figures or provisional figures available at the date on which the Bond shall be provided AND PROVIDED ALSO that the sum secured by the Bond may at the request of the Applicant be reduced by 50% upon the issue of the Certificate of Completion

- (g) to carry out the Highway Works by a contractor or contractors approved by the County Council and in accordance with the Approved Plans
- (h) once the Highway Works have been commenced, to proceed with them diligently and without interruption and to complete them in accordance with the programme and timetable referred to at sub-clause 4.02(c)
- (i) during the Maintenance Period, to maintain the Highway Works in a safe and satisfactory condition and to reinstate and make good any defect or damage that may arise from any cause whatsoever
- (j) to permit the Director to inspect all site preparations undertaken before the commencement of the Highway Works and to afford the Director unrestricted access to any part of the Highway Works at all times prior to the issue of the Final Certificate
- (k) to comply with any reasonable instruction given to him by the Director for the purpose of ensuring that the Highway Works are carried out in conformity with the Approved Plans and with the provisions of this Agreement, and to allow him to examine and take samples of any materials used or intended to be used in the said Works
- (l) to ensure that all works carried out in pursuance of this Agreement in or adjacent to the public highway comply in every respect with the latest edition of Chapter 8 of the Traffic Signs Manual published by the Department of Transport or any other published document replacing the same and to the like effect
- (m) without prejudice to any policies of insurance, to reinstate or repair any damage caused or occurring during the carrying out of the Highway Works to any public highway or part thereof, or to any apparatus or services therein belonging to any utility company or statutory undertaker, by reason of any act or omission on the part of the Applicant or its contractors, employees or agents

- (n) without prejudice to sub-clause 4.02(m), to indemnify and keep indemnified the County Council in respect of, and to insure with insurers reasonably acceptable to the County Council against, all actions costs claims damages liability and proceedings whatsoever in respect of loss of or damage to any property, or personal injury to or the death of any person, arising out of or in the course of the carrying out of the Highway Works SAVE AND EXCEPT for any loss damage personal injury or death resulting from any negligent act or omission on the part of the County Council its employees agents or contractors and to provide such proof of the said insurance as the County Council may from time to time reasonably require AND FURTHER to indemnify the County Council in respect of any claims costs and proceedings arising under the Land Compensation Act 1973 in respect of the use of the Highway Works or any part thereof
- (o) before applying to the Director for any Certificate of Completion, and if so required by the Director after consultation with him, to appoint an independent consultant previously approved by the Director to undertake pre-opening and post-opening safety audits in respect of the Highway Works and at its own expense to carry out all works necessary to implement the recommendations (if any) of such audits
- (p) before applying to the Director for the Final Certificate, to provide the County Council with the as-built drawings
- (q) to meet all the requirements of the Construction (Design and Management) Regulations 2007 (“the Regulations”) in relation to the execution of the Highway Works as if the Applicant were the client (and the County Council hereby so appoints the Applicant under Regulation 4) and to indemnify the Council against all actions costs claims damages liability and proceedings whatsoever arising out of any breach of the Regulations, and on the issue of the Certificate of Completion to provide the Council with a copy of the Health and Safety File for the Highway Works
- (r) to make such provision on the Land and on the adjoining public highway as may reasonably be stipulated by the Director to limit so far as is reasonably

practicable the amount of mud dust stones debris and other material carried onto or deposited on the public highway by vehicles plant and machinery engaged in the carrying out of the Development or of the Highway Works

## 5. HIGHWAY WORKS: DEFAULT PROVISIONS

### 5.01 If the Applicant:

- (a) fails to proceed with the Highway Works to the reasonable satisfaction of the Director (whose decision as to which shall be final) or to complete the same in accordance with the timetable referred to at sub-clause 4.02(c) or to observe or perform any of the other covenants conditions or obligations on its part contained in this Agreement, or
- (b) being a company is wound up whether voluntarily (except for the purpose of reconstruction or amalgamation) or compulsorily, or being an individual becomes bankrupt, or in either case enters into any composition with its creditors, or
- (c) suffers any distress or execution to be levied against its goods, or
- (d) is the subject of the appointment of a receiver,

the County Council shall (after giving the Applicant not less than 14 days' notice in writing of its intention so to do) be entitled to exercise any powers available to it for the purpose of carrying out or completing the Highway Works or causing them to be carried out or completed, and to remedy any defect in them prior to their adoption as highways maintainable at the public expense, and shall further be entitled at its sole discretion to recover the cost of so doing from the Applicant or to call in the Bond

### 5.02 If the Applicant fails to pay any sum due to the County Council under this Agreement on the date when such payment falls due, the County Council shall have the right to charge interest on such unpaid sums at the rate of 4% per annum above the base rate for the time being of the Bank of England

## **6. THE COUNTY COUNCIL'S COVENANTS**

- 6.01 The County Council hereby authorises and permits the Applicant as its contractor to enter upon such part or parts of the highway as may be necessary and to carry out all such works in, on, under or over the highway as may reasonably be required to give effect to the provisions of this Agreement PROVIDED THAT the Applicant shall first have obtained all necessary licences and consents from utility companies and statutory undertakers in relation to any plant or apparatus affected by such works
- 6.02 Upon the Director being satisfied that the Highway Works have been completed to his satisfaction, the County Council shall procure that the Director shall issue a Certificate of Completion
- 6.03 If at the expiration of the Maintenance Period the Director is satisfied that the Highway Works have been duly and properly executed and maintained and are not then subject to any defects, and that all the other obligations of the Applicant under this Agreement in relation to the Highway Works have been duly performed, he shall issue the Final Certificate
- 6.04 It is HEREBY AGREED AND DECLARED by and between the parties hereto that upon the issue of the Final Certificate and upon the receipt by the County Council of the as-built drawings the land the subject of the Highway Works shall (if not already within the highway) become a highway or highways maintainable at public expense

## **7. THE AUTHORITY'S COVENANT**

- 7.01 The Authority hereby covenants with the Applicant to issue the Permission within ten working days following the completion of this Agreement

## 8. GENERAL PROVISIONS

8.01 It is HEREBY AGREED AND DECLARED by and between the parties hereto that:

- (i) This Agreement is not and shall not operate or be construed as or be deemed to be a grant of planning permission for the purposes of Part III of the Act of 1990 or for any other purpose
- (ii) Except as herein specifically provided, nothing in this Agreement confers any approval consent or permission required from the County Council or the Authority in the exercise of any of their statutory functions
- (iii) Except as herein specifically provided, nothing in this Agreement shall be taken by the Applicant as diminishing or derogating from any of the rights powers or prerogatives conferred on the County Council or the Authority by any Act of Parliament or by any Orders or Regulations made thereunder whether now or hereafter
- (iv) No forbearance or indulgence (whether express or implied) granted by the County Council or the Authority to the Applicant in respect of any breach of the terms of this Agreement shall prevent the County Council or the Authority (as the case may be) from enforcing its rights in relation to any subsequent breach
- (v) This Agreement is not made for the benefit of nor shall any of its provisions be enforceable under the Contracts (Rights of Third Parties) Act 1999 by any person other than the parties hereto, but for the avoidance of doubt the exclusion of the application of that Act shall not prevent any future successor in title to any of the parties to this Agreement from being able to benefit from or to enforce any of the obligations in this Agreement
- (vi) This Agreement is intended to take effect as a Deed
- (vii) Subject to the provisions of Sections 106(A) and 106(B) of the Act of 1990 the terms and conditions of this Agreement shall only be capable of being varied

by a Supplemental Agreement executed by the parties hereto or their successors in title

(viii) This Agreement is a Local Land Charge and shall be registered as such

## 9. MORTGAGEE'S CONSENT

9.01 The Mortgagee HEREBY CONSENTS to the Applicant entering into this Agreement and acknowledges that this Agreement binds the Land PROVIDED HOWEVER that it (the Mortgagee) shall not be liable for any breach of any provision of this Agreement unless such breach occurs while it is in possession of the Land

## 10. DEDICATION

10.01 It is **HEREBY AGREED AND DECLARED** by and between the parties hereto that upon the issue of the Final Certificate for each element of the Highway Works and subject to the receipt by the County Council of the As-Built Drawings the works and land to which the Final Certificate relates shall (if such land is not already within the limits of the public highway) become a highway or highways maintainable at public expense

## 11. RESOLUTION OF DISPUTES

11.01 The provisions of this clause apply to the resolution of disputes arising between the parties concerning the interpretation of this Agreement or performance of any obligation under this Agreement where the disputed matter cannot be resolved by agreement between them **PROVIDED THAT** nothing in this clause shall prevent or delay the right of any party to seek the resolution of any matter relating to this Agreement by the courts or by recourse to any surety and/or in accordance with section 106(6) of the 1990 Act

11.02 Any party may at any time refer the matter in dispute for determination by the Expert being an independent expert having not less than ten years relevant experience to determine the issue in dispute such person to be appointed jointly by the parties or in default of agreement to be appointed by the President acting on the request of the party

making the application

11.03 For the purpose of this clause 11 the type of Expert appointed and the President of the relevant body making the appointment in default of agreement between the parties shall be as follows:

<b>Nature of dispute</b>	<b>Referred to</b>
Works of construction or the measurement of any such works or other matters normally falling within the scope of competence of a surveyor.	A surveyor agreed upon by the parties as provided in clause 11.02 or failing agreement appointed on the application of either party by or on behalf of the President of the Royal Institution of Chartered Surveyors
Rights and liabilities of the parties under this Agreement or to the terms or conditions to be embodied in any deed or document to be entered into under this Agreement or any matter normally falling within the competence of a surveyor.	A solicitor agreed upon by the parties as provided in clause 11.02 or failing agreement appointed on the application of either party by or on behalf of the President for the time being of the Law Society of England and Wales.

11.04 The Expert so appointed shall:

- (i) act as an expert and not as an arbitrator,
- (ii) give the parties in dispute an opportunity to make representations to him and to reply to each other's representations (but shall not be bound by them),
- (iii) have power to determine how the costs of the reference shall be borne, and
- (iv) publish his decision within six weeks of his appointment.

11.05 The decision of the Expert shall (except in the case of manifest error) be final and binding on the parties

11.06 If the Expert appointed dies, delays or becomes unwilling or incapable of acting or if for any reason the President thinks fit he may discharge the person so appointed and appoint another in his place and may repeat this procedure as often as necessary

## **12. INDEXATION**

12.01 Where the performance of any works similarly guaranteed or secured under this Agreement it shall, if it is made or secured more than three months after the date of this Agreement be index linked so that the amount specified to be paid or secured is increased proportionately to the same extent as the increase occurring in the Index figures (being the latest or provisional figures available) between the date of this Agreement and the month in which the payment is actually made or bond provided

## **13. LEGAL COSTS**

13.01 The Developer further covenants with the County Council to pay for all its proper and reasonable legal costs, expenses and disbursements incurred in connection with the preparation, negotiation and completion of this Agreement and any bond required by this Agreement such costs to be paid in full prior to the completion of this Agreement or the bond (as the case may be)

## **14. NOTICES**

14.01 Any notice, agreement, consent or approval to be given under the terms of this Agreement shall be in writing and shall be validly served if delivered by hand to the relevant party or if sent by registered or recorded delivery post and:

- (i) in the case of the County Council, addressed to the Corporate Director (Environment), Somerset County Council, County Hall, Taunton, Somerset TA1 4DY or such other address as shall be the main administrative office of the County Council or such other address as the County Council may by notice in writing notify the persons against whom this Agreement is enforceable from time to time; and
- (ii) in the case of the Authority, addressed to the Chief Executive, Exmoor House, Dulverton, Somerset TA22 9HL; and
- (iii) in the case of the Applicant, to the address given in this Agreement or such other address as the Applicant may in writing notify the County Council, and
- (iv) in the case of the Developer, to the address given in this Agreement or such other address as the Developer may in writing notify the County Council

## **15. WARRANTY**

15.01 The Developer warrants that:

- (i) it is entitled to carry out the works provided for in this Agreement in, under or upon the Land and to carry out the Development, and
- (ii) apart from the parties to this Agreement there are no other persons with any legal or equitable interest in the Land or any part thereof

## **16. ENTRY INTO FORCE AND DURATION**

16.01 The covenant on the part of the Authority contained at sub-clause 7.01 shall take effect immediately upon the execution of this Agreement

16.02 The remaining provisions of this Agreement shall be conditional upon, but shall come into force immediately upon, the Commencement of Development so far as it relates to the construction of the Dwellings on that part of the land shown hatched red on the Plan and shall, subject to the provisions of sub-clause 11.03 and to Sections 106A and 106B of the Act of 1990, remain in force until discharged by performance

16.03 If the Permission shall expire or be revoked or quashed prior to the condition set out in sub-clause 16.02 being satisfied this Agreement shall forthwith determine and cease to have effect but without prejudice to any rights previously acquired under it by any of the parties hereto

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

## THE FIRST SCHEDULE

### (The Land)

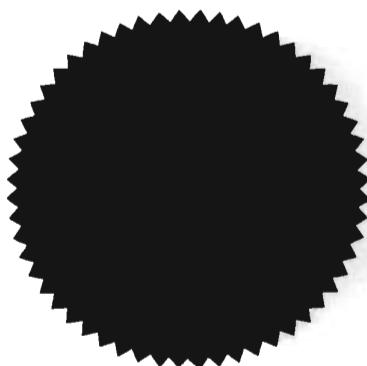
All that plot piece or parcel of land situate on the northern side of the B3224 road at Wheddon Cross in the Parish of Cutcombe and forming the site, as at the date of this Agreement, of Cutcombe Livestock Market as the same is more particularly delineated on the Plan and is thereon edged red

## THE SECOND SCHEDULE

### (The Highway Works)

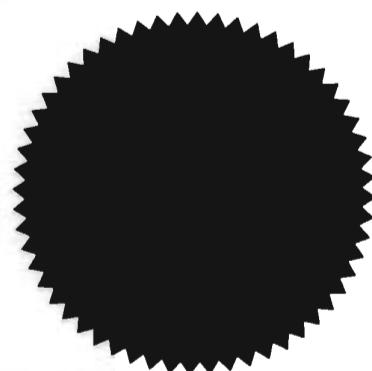
Element	Description of Works	Bond	Timing	Period within which the works are to be completed
1	Provision of a give way system at the Cross Roads more specifically described upon and generally in accordance with the Plan. <i>Drawing 10</i>	Included in the £40,000 Bond	Prior to occupation	3 months

THE COMMON SEAL of THE )  
SOMERSET COUNTY COUNCIL was )  
hereunto affixed in the presence of: )



Number in Register 20701

THE COMMON SEAL of THE EXMOOR )  
NATIONAL PARK AUTHORITY was )  
hereunto affixed in the presence of: )



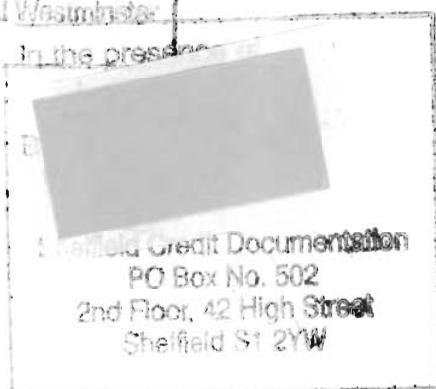
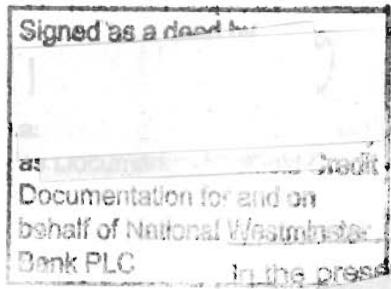
THE COMMON SEAL of EXMOOR )  
LIVESTOCK AUCTIONS LIMITED )  
was hereunto affixed in the presence of: )

SIGNED AS A DEED by SUMMERFIELD )  
DEVELOPMENTS (SW) LIMITED acting )  
by:

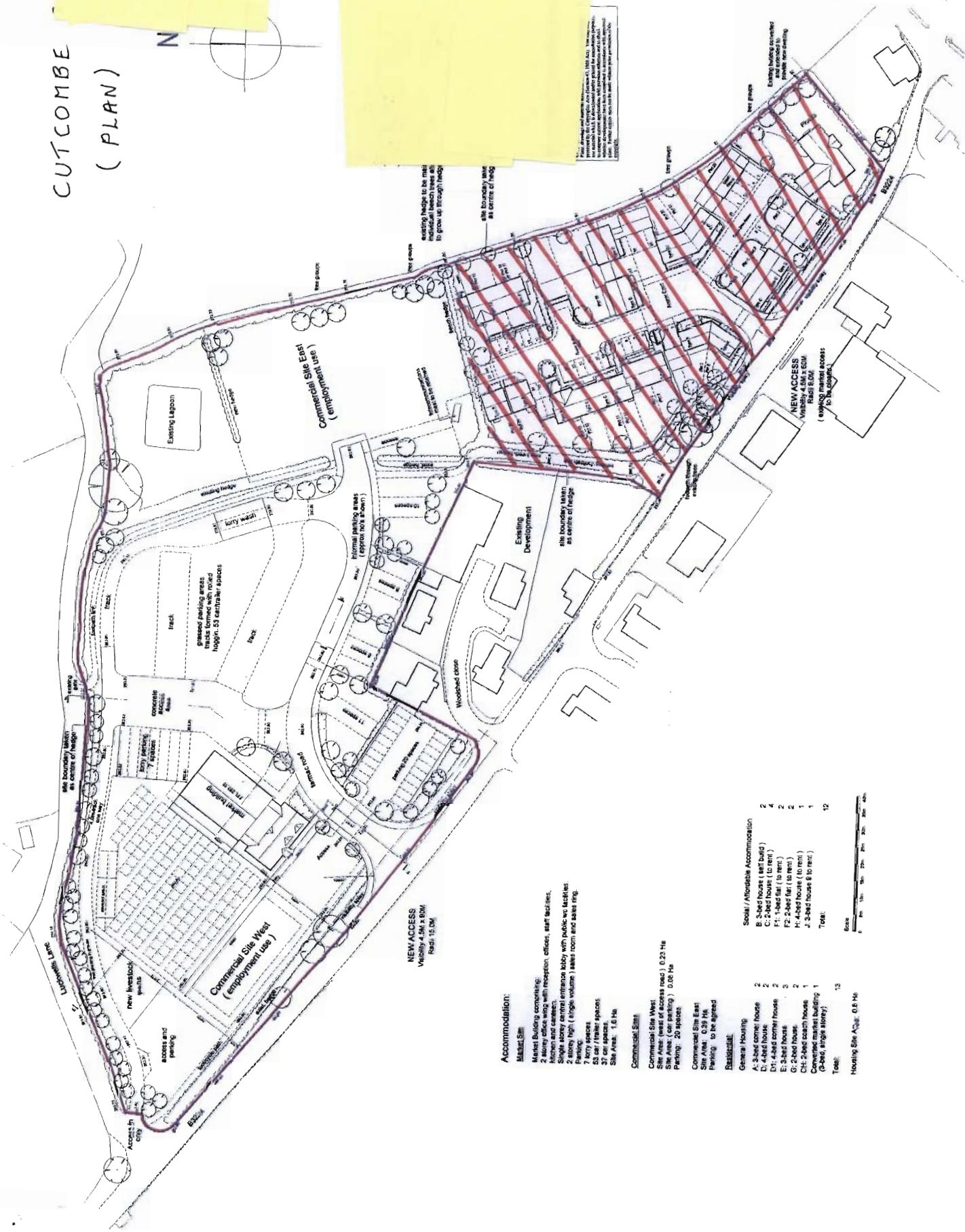
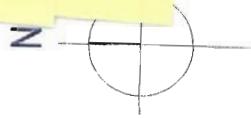
Director

Director/Se

SIGNED AS A DEED by )  
as the Attorney and on behalf of )  
of NATIONAL WESTMINSTER BANK )  
PLC in the presence of: )



# CUTCOMBE ( PLAN )



Peter Evans  
Partnership

Transport Planning and  
Traffic Engineering Consultants

21 Richmond Hill, Clifton,  
Bristol BS8 1BA

**Client** EXMOOR FARMERS LIVESTOCK AUCTIONEERS LTD.

Job

WHENDON CROSS

מג'זין ג'זין

Drawing Title

A396/B3224 JUNCTION

SUGGESTED TRAFFIC MANAGEMENT

Scale @ A3 Date Drawing Number

1:500 05.05.06 1866 05

1000.00  
Checked by  
Drawn by  
BN  
© Dieter Egon Dierckx

© FERD 2005 für UTE 510

NOTE: REPRODUCED FROM THE  
ORDNANCE SURVEY MAP WITH THE  
PERMISSION OF THE CONTROLLER  
OF HER MAJESTY'S CROWN COPYRIGHT

**A N N E X**

DATED

2010

**SUMMERFIELD DEVELOPMENTS (SW) LIMITED**

- and -

**[Surety]**

- and -

**SOMERSET COUNTY COUNCIL**

---

**G U A R A N T E E   B O N D**

---

Relating to the provisions of highway works to be  
carried out in association  
with the redevelopment of Cutcombe Market  
Wheddon Cross Somerset  
Under a Planning Obligation Agreement

**Indicative first draft**

**20 November 2009**

**LGL0027/1577**

THIS BOND dated

2010

is made **BETWEEN**:

(1) "the Developer": **SUMMERFIELD DEVELOPMENTS (SW) LIMITED** whose registered office is at Taunfield, South Road, Taunton, Somerset TA1 3ND

(2) "the Surety": whose registered office is  
at  
and

(3) "the County Council": **SOMERSET COUNTY COUNCIL** of County Hall Taunton  
Somerset TA1 4DY

**WHEREAS:**

(1) By clause 4 of an Agreement dated TBA ["the Agreement"] and made under inter alia Section 106 of the Town and Country Planning Act 1990 between (1) The County Council (2) The Exmoor National Park Authority (3) Exmoor Livestock Auctions Limited (4) The Developer and (5) National Westminster Bank plc the Developer contracted to make certain Highway Works as described in the Second Schedule to the Agreement

(2) By clause 4.02 (f) of the Agreement the Developer contracted to enter into a Bond in favour of the County Council of not less than several sums set out in the Second Schedule or such other higher sum as may be substituted to take account of inflation in order to secure the discharge of the obligations on its part referred to at recital (1) above

**NOW THIS DEED WITNESSES:**

1. **THE** Developer and the Surety are jointly and severally bound to the County Council in the sum of £ ( pounds) ("the Bond Figure")
2. **WITHOUT** prejudice to the right of the County Council to exercise any of their rights and powers under the Town and Country Planning Act 1990 the Surety irrevocably and unconditionally guarantees to the County Council that in the event of any breach or non-observance of any of the terms or covenants imposed on the Developer by the Agreement the Surety shall subject to the conditions of this Guarantee Bond pay to the County Council on the County Council's first written demand served on the Surety by post or facsimile transmission such sum of money as the Director (as that term is defined in the Agreement) may certify to be necessary to perform the obligations of the Developer ("the Damages") under the Agreement up to a maximum liability of the Bond Figure
3. **THE** Surety shall be entitled to accept the County Council's first written demand and any documents appended to it as conclusive evidence that the Damages as specified therein are properly due to the County Council and shall be under no obligation to carry out any investigation into the same
4. **THE** maximum aggregate liability of the Surety under this Guarantee Bond shall not exceed the Bond Figure but subject to such limitation and to clause 5 the liability of the Surety to pay the Bond Figure shall be co-extensive with the liability of the Developer to pay the Damages under the Agreement
5. **THE** Surety shall not be discharged or released by any alteration of any of the terms conditions and provisions of the Agreement which may be agreed between the County Council and the Developer and no allowance or forbearance by the County Council under

or in respect of the Agreement shall in any way release reduce or affect the liability of the Surety under this Guarantee Bond

6. **THIS** Bond is a continuing guarantee and shall remain in force until released and discharged in accordance with this clause 6. Whether or not this Guarantee Bond shall be returned to the Surety the obligations of the Surety under this Guarantee Bond shall be released and discharged absolutely upon the issue by the Director to the Developer of the Final Certificate referred to at clause 6.03 of the Agreement
7. **NOTWITHSTANDING** the provisions of clause 6 hereof, upon the issue of the Certificate of Completion referred to at clause 6.02 of the Agreement the Bond Figure shall be reduced by 50% and such amount shall be the revised Bond Figure for the purposes of this Guarantee Bond
8. **THE** Developer having requested the execution of this Guarantee Bond by the Surety undertakes to the Surety (without limitation of any other rights and remedies of the County Council or the Surety under this Deed) to perform and discharge the obligations set out in the Agreement
9. This Guarantee Bond and the benefits thereof shall not be transferred or assigned without the prior written consent of the Surety and the Developer
10. This Guarantee Bond shall be governed by and construed in accordance with the laws of England and Wales and only the Courts of England and Wales shall have jurisdiction hereunder
11. It is not intended that any Third Party shall have the right to enforce the terms of this Bond pursuant to the Contracts (Rights of Third Parties) Act 1999 even if the terms are

expressed to be for the benefit and nor shall any Third Party have the right to veto over any future variations of this Bond

12. The parties hereto intend this Bond to take effect as a Deed
13. Nothing in this Bond shall limit or prejudice the rights duties and obligations of the County Council under all statutes order or regulations in the exercise of its respective functions as a local authority

THE COMMON SEAL of SUMMERFIELD DEVELOPMENTS (SW) LIMITED )  
was affixed to this its Deed )  
in the presence of:- )

## Director

Director/Secretary

**IN WITNESS WHEREOF** this document  
which is intended to take effect as a deed  
has been duly executed by a duly authorised  
Official of the Bank as Attorney of the bank  
the day and year first above written  
in the presence of:-

Witness:

**Address:**

The **COMMON SEAL** of the )  
**SOMERSET COUNTY COUNCIL** )  
was hereunto affixed )  
in the presence of:- )



**CUTCOMBE 2**

DATED

*23 December*

2009

EXMOOR NATIONAL PARK AUTHORITY

- and -

EXMOOR LIVESTOCK AUCTIONS LTD

- and -

SUMMERFIELD DEVELOPMENTS (SW) LTD

- and -

NATIONAL WESTMINSTER BANK PLC

**A G R E E M E N T**

relating to thirteen open-market housing units  
at Cutcombe Market, Wheddon Cross

THIS AGREEMENT made the twenty third day of December Two thousand and nine

B E T W E E N:

- (1) EXMOOR NATIONAL PARK AUTHORITY whose principal offices are at Exmoor House, Dulverton, Somerset TA22 9HL ("the Authority"),
- (2) EXMOOR LIVESTOCK AUCTIONS LIMITED (Company Registration No.03410580) whose Registered Office is at Cutcombe Market, Wheddon Cross, Minehead, Somerset TA24 7DT ("the Applicant"),
- (3) SUMMERFIELD DEVELOPMENTS LIMITED (Company Registration No. 2539922) whose Registered Office is at Taunfield, South Road, Taunton, Somerset TA1 3ND ("the Developer"), and
- (4) NATIONAL WESTMINSTER BANK PLC (Company Registration No.929027) of Sheffield Securities Centre, PO Box 502, 2nd and 3rd Floors, 42 High Street, Sheffield S1 2YW ("the Mortgagee")

**WITNESSES AS FOLLOWS:**

**1. DEFINITIONS AND INTERPRETATION**

1.01 In this Agreement the following words and phrases shall unless the context otherwise requires have the following meanings:

"the Act of 1990" means the Town and Country Planning Act 1990

"the Application" means the planning application submitted by the Applicant to the Authority dated 30 June 2008 and numbered 6/8/08/109 whereby the Applicant sought planning permission for the

## Development

"the Commencement of Development"	means the implementation of the Permission by the carrying out of a material operation as defined at section 56 of the Act of 1990 which is exclusively referable to the Permission other than works of site clearance, archaeological research, ground investigation and decontamination or the erection of site hoardings, and the phrase "commence development" shall be construed accordingly
"the Development"	means the redevelopment of the site of the Applicants' Cutcombe Market by the erection thereon or on some part or parts thereof of (inter alia) a replacement market building and 25 units of residential accommodation
"the Dwellings"	means all the 13 units of residential accommodation which are to be provided as part of the Development and are identified as 'Open Market' in the Second Schedule, namely the units to be constructed on the Plots numbered 1, 2, 3, 6, 7, 8, 10 and 18 – 23 (both numbers inclusive) on the Plan or, where the context so admits or requires, any one or more of them
"the Land"	means the land the subject of this Agreement being the plot of land situate adjoining the northern side of the B3224 road at Wheddon Cross in the Parish of Cutcombe in the County of Somerset as the same is described in the First Schedule and is shown edged red on the Plan, and this term shall following the completion of the Development whether in whole or in part include the Dwellings and all or any of them
"Letting"	means a letting of the Dwellings to a tenant on a tenancy at will, a periodic or assured shorthold tenancy or a shared ownership lease, and the term "let" when used in relation to the Dwellings shall be construed accordingly

“the Livestock Market Building”	means the structure to be erected in pursuance of the Permission and shown edged and hatched blue on the Plan, together with all such livestock pens, vehicle parking areas and other ancillary works or facilities as are to be provided on the Land in pursuance of the Permission and are necessary to enable the said structure to be brought into full use and operation
“occupier”	has the meaning ascribed to it by Section 262(6) of the Housing Act 2004, and the terms “occupy” and “occupied” when used in relation to the Dwellings shall be construed accordingly
“the Permission”	means the planning permission to be issued by the Authority by way of determination of the Application and all approvals granted thereunder
“the Plan ”	means the 1:500 scale drawing numbered 06.59.09K and attached hereto
“practically completed”	means, in relation to the Livestock Market Building, structurally complete in accordance in all respects with the Permission, save for any minor defects which have not prevented or would not prevent the said Building from being brought into full use and operation
“Sale”	means any disposition or disposal of the Dwellings other than a Letting and whether for value or not, including (without prejudice to the generality of this definition) the transfer of the freehold or of a leasehold for a term of years certain in the Dwellings, and the term “sell” when used in relation to the Dwellings shall be construed accordingly

1.02 References in this Agreement to an Act of Parliament include a reference to any Regulations made under it and to any statutory provision for the time being in force amending re-enacting or replacing it or them

1.03 The Interpretation Act 1978 applies to this Agreement as it applies to an Act of Parliament

1.04 Words in this Agreement importing persons shall where the context so admits or requires be construed as importing corporate bodies and partnerships and shall where importing one gender be construed as importing any other gender

1.05 References in this Agreement to the parties shall include their assigns successors in title and any successors in function

1.06 All covenants obligations and other commitments contained in this Agreement and expressed to be given or entered into by the more than one party hereto shall be joint and several and may be enforced by the Authority against any one or more of such parties

1.07 All covenants and obligations contained in this Agreement and requiring any party hereto to issue any authorisation, approval, consent or certificate shall be subject to the proviso that the issue of such authorisation or other matter is not to be unreasonably withheld or delayed

1.08 References in this Agreement to a clause, sub-clause or Schedule are (unless otherwise stated) references to the correspondingly numbered clause, sub-clause or Schedule of this Agreement, and references in any Schedule to a paragraph or sub-paragraph are (unless otherwise stated) references to the correspondingly numbered paragraph or sub-paragraph of that Schedule

1.09 The paragraph headings in this Agreement are included solely for ease of reference and shall not affect its construction or interpretation

## **2. RECITALS**

- 2.01 The Authority is the National Park Authority for the National Park and is the Local Planning Authority within the area of the National Park so that all powers and functions conferred by the Act of 1990 upon a Local Planning Authority are powers and functions of the Authority
- 2.02 The Applicant is registered as proprietor of the Land with an absolute freehold title under title number ST129184
- 2.03 The Developer has the benefit of a conditional contract to acquire the Land and is the proprietor of a unilateral notice protecting the same and registered at H M Land Registry on the 4th February 2008
- 2.04 The Mortgagee is proprietor of a Charge on the Land dated the 21st November 1997 and registered on the 22nd December 1997 at H M Land Registry
- 2.05 The Applicant wishes to carry out the Development on the Land and has to that end submitted the Application to the Authority
- 2.06 The Authority is satisfied that the Application may be granted subject to conditions and to the prior execution of an Agreement (being this Agreement) ensuring that the Dwellings will not be occupied until that part of the Permission relating to the provision of a new livestock market has been substantially implemented.

## **3. STATUTORY POWERS**

- 3.01 The Authority enters into this Agreement in pursuance of its powers under Section 106 of the Act of 1990 and all other powers enabling it in that regard
- 3.02 It is HEREBY AGREED by and between the Applicant and the Authority that the covenants on the part of the Applicant contained at sub-clauses 4.01 and 4.02 are planning obligations for the purposes of Section 106 of the Act of 1990 and are enforceable by the Authority without limit of time against any person deriving title

under the Applicant to the Land or to any part of the Land pursuant to sub-section (3) of the said Section 106 PROVIDED HOWEVER that no person shall be liable for any breach of the said covenants occurring after he shall have parted with all interest in the Land or the part of it in respect of which such breach occurs but without prejudice to the Authority's rights in relation to any antecedent breach

#### **4. THE APPLICANT'S COVENANTS**

4.01 The Applicant HEREBY COVENANTS with the Authority that it will not:-

- (i) cause or permit or suffer the Dwellings to be occupied until the Livestock Market Building has been practically completed;
- (ii) enter into any contract or agreement for the Sale or Letting of the Dwellings without having first advised the potential purchaser or lessee of the terms of the covenant on its part contained at sub-clause 4.01(i) and in particular (without prejudice to the generality of this provision) that the said covenant will by virtue of this Agreement run with and remain binding upon any Dwelling sold or let in pursuance of such contract or agreement.

#### **5. AUTHORITY'S COVENANT**

5.01 The Authority hereby covenants with the Applicant to issue the Permission within ten working days following the completion of this Agreement

#### **6. GENERAL PROVISIONS**

6.01 It is HEREBY AGREED AND DECLARED by and between the parties hereto that:

- (i) This Agreement is not and shall not operate or be construed as or be deemed to be a grant of planning permission for the purposes of Part III of the Act of 1990 or for any other purpose

- (ii) Except as herein specifically provided, nothing in this Agreement confers any approval consent or permission required from the Authority in the exercise of any of its statutory functions
- (iii) Except as herein specifically provided, nothing in this Agreement shall be taken by the Applicant as diminishing or derogating from any of the rights powers or prerogatives conferred on the Authority by any Act of Parliament or by any Orders or Regulations made thereunder whether now or hereafter
- (iv) No forbearance or indulgence (whether express or implied) granted by the Authority to the Applicant in respect of any breach of the terms of this Agreement shall prevent the Authority from enforcing its rights in relation to any subsequent breach
- (v) This Agreement is not made for the benefit of nor shall any of its provisions be enforceable under the Contracts (Rights of Third Parties) Act 1999 by any person other than the parties hereto, but for the avoidance of doubt the exclusion of the application of that Act shall not prevent any future successor in title to any of the parties to this Agreement from being able to benefit from or to enforce any of the obligations in this Agreement
- (vi) This Agreement is intended to take effect as a Deed
- (vii) Subject to the provisions of Sections 106(A) and 106(B) of the Act of 1990 the terms and conditions of this Agreement shall only be capable of being varied by a Supplemental Agreement executed by the parties hereto or their successors in title
- (viii) This Agreement is a Local Land Charge and shall be registered as such

## 7. **MORTGAGEE'S AND DEVELOPER'S CONSENT**

- 7.01 The Mortgagee HEREBY CONSENTS to the Applicant entering into this Agreement

and acknowledges that this Agreement binds the Land PROVIDED HOWEVER that it (the Mortgagee) shall not be liable for any breach of any provision of this Agreement unless such breach occurs while it is in possession of the Land

7.02 The Developer HEREBY CONSENTS to the Applicant entering into this Agreement and acknowledges that this Agreement binds the Land.

## **8. RESOLUTION OF DISPUTES**

8.01 The validity construction and performance of this Agreement shall be governed by English law.

8.02 If any dispute or difference shall at any time hereafter arise between the parties hereto as to the construction or effect of this Agreement or as to the rights and liabilities of the parties under it or any other matter of whatsoever nature arising out of or in relation to its subject matter, then such dispute or difference shall be referred to the English Courts to whose exclusive jurisdiction the parties hereby submit

## **9. ENTRY INTO FORCE AND DURATION**

9.01 The covenant on the part of the Authority contained at sub-clause 5.01 shall take effect immediately upon the execution of this Agreement

9.02 The covenants on the part of the Applicant contained at sub-clauses 4.01 and 4.02 shall take effect upon the Commencement of Development

9.03 If the Permission shall expire or be revoked or quashed prior to the Commencement of Development this Agreement shall forthwith determine and cease to have effect but without prejudice to any rights previously acquired under it by any of the parties hereto

9.04 Upon the Applicant's demonstrating to the reasonable satisfaction of the Authority that the Livestock Market Building has been practically completed, the Authority shall

issue to the Applicant a certificate in writing to that effect and upon the issue of such certificate this Agreement shall forthwith determine and cease to have effect but without prejudice to any rights previously acquired under it by any of the parties hereto

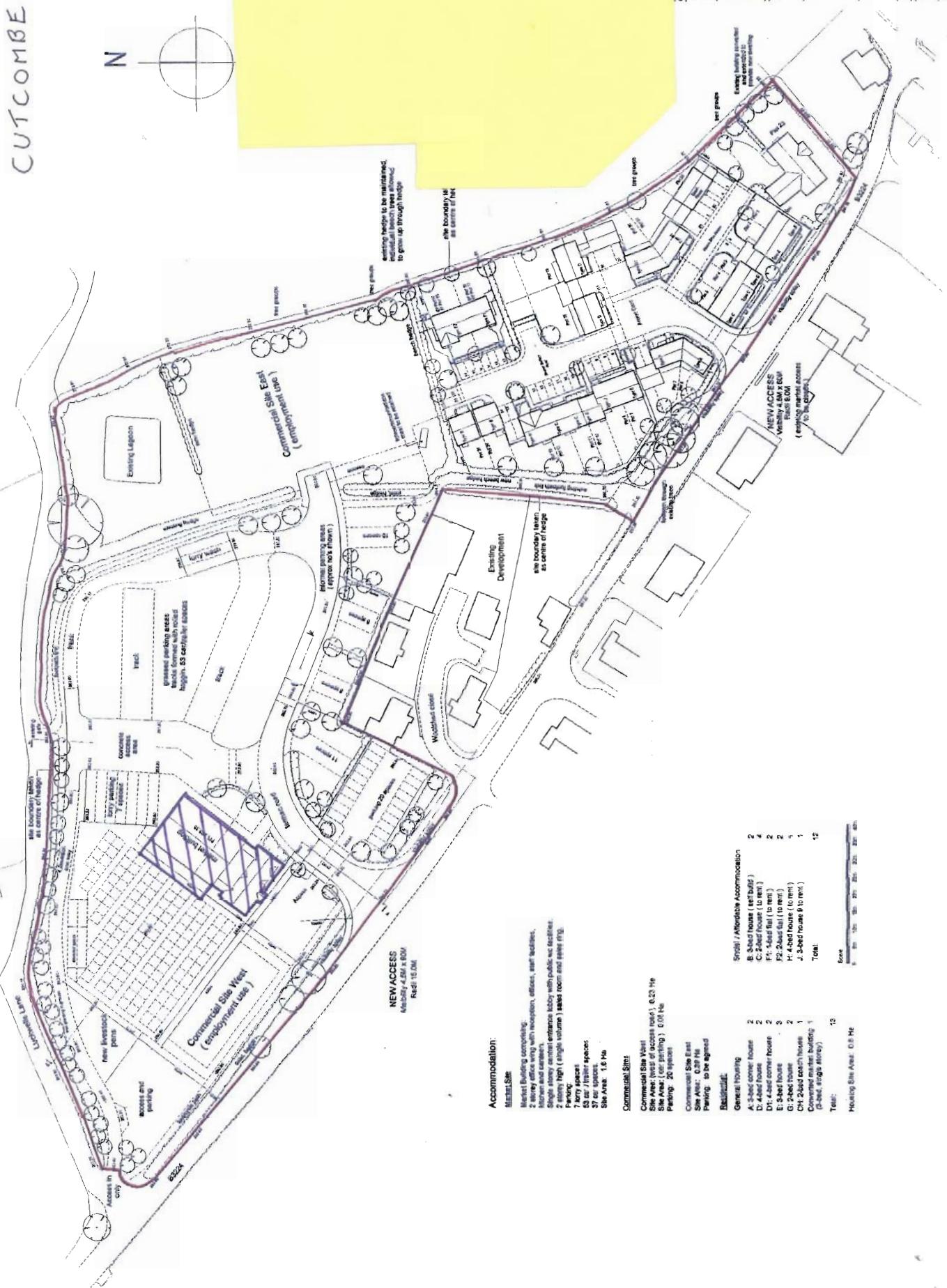
IN WITNESS whereof the parties hereto have executed and delivered this Agreement as a Deed the day and year first before written

**THE FIRST SCHEDULE**  
**(The Land)**

All that plot piece or parcel of land situate on the northern side of the B3224 road at Wheddon Cross in the Parish of Cutcombe and forming (as at the date of this Agreement) the site of Cutcombe Livestock Market, as the same is more particularly delineated on the Plan and thereon edged red

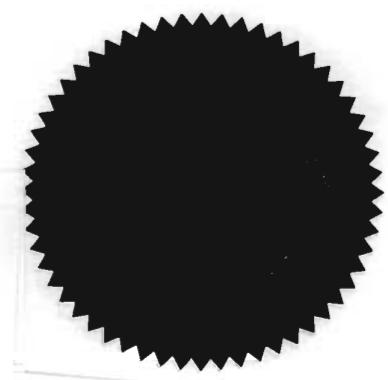
**THE SECOND SCHEDULE**  
**(Plot Numbers of the Dwellings)**

Plot 1	Type E	Open market	3 bed	81.04 sqm
Plot 2	Type E	Open market	3 bed	81.04 sqm
Plot 3	Type G	Open Market	2 bed	64.50 sqm
Plot 4	Type C	Affordable	2 bed	76.00 sqm
Plot 5	Type C	Affordable	2 bed	76.00 sqm
Plot 6	Type A	Open Market (	3 bed	81.47 sqm
Plot 7	Type A	Open Market	3 bed	81.47 sqm
Plot 8	Type E	Open Market	3 bed	81.04 sqm
Plot 9	Type J	Affordable	3 bed	86.09 sqm
Plot 10	Type G	Open market	2 bed	64.50sqm



Plot 11	Type C	Affordable	2 bed	76.00 sqm
Plot 12	Type C	Affordable	2 bed	76.00 sqm
Plot 13	Type H	Affordable	4 bed	96.59 sqm
Plot 14	Type F2	Affordable	2 bed	62.08 sqm
Plot 15	Type F2	Affordable	2 bed	64.65 sqm
Plot 16	Type F1	Affordable	1 bed	46.00 sqm
Plot 17	Type F1	Affordable	1 bed	47.30 sqm
Plot 18	Type D	Open Market	4 bed	112.12 sqm
Plot 19	Type D	Open Market	4 bed	112.12 sqm
Plot 20	Type D1	Open Market	4 bed	112.12 sqm
Plot 21	Type D1	Open Market	4 bed	112.12 sqm
Plot 22	Coach House	Open Market	2 bed	55.40 sqm
Plot 23	Conversion	Open Market	3 bed	124.75 sqm
Plot 24	Type B	Self-build (Affordable)	3 bed	86.09 sqm
Plot 25	Type B	Self-build (Affordable)	3 bed	86.09 sqm

THE COMMON SEAL of THE EXMOOR )  
NATIONAL PARK AUTHORITY was )  
hereunto affixed in the presence of: )



THE COMMON SEAL of EXMOOR  
LIVESTOCK AUCTIONS LIMITED  
was hereunto affixed in the presence of: )

SIGNED AS A DEED by SUMMERFIELD )  
DEVELOPMENTS (SW) LIMITED acting )  
by:

Director

Director/Seer

SIGNED AS A DEED by )  
as the Attorney and on behalf )  
of NATIONAL WESTMINSTER BANK )  
PLC in the presence of: )

Signed as a deed by [REDACTED]  
as the Attorney in their capacity  
as Document Control Credit  
Documentation for and on  
behalf of National Westminster  
Bank PLC

In the presence of  
Bank of America  
[redacted]  
[redacted]  
[redacted] **Bank of America**

**CUTCOMBE 1**

DATED

*23 December*

2009

EXMOOR NATIONAL PARK AUTHORITY

- and -

EXMOOR LIVESTOCK AUCTIONS LTD

- and -

SUMMERFIELD DEVELOPMENTS (SW) LTD

- and -

NATIONAL WESTMINSTER BANK PLC

**A G R E E M E N T**

relating to twelve affordable housing units  
at Cutcombe Market, Wheddon Cross

THIS AGREEMENT made the twentythird day of December Two thousand and nine

B E T W E E N:

- (1) EXMOOR NATIONAL PARK AUTHORITY whose principal offices are at Exmoor House, Dulverton, Somerset TA22 9HL ("the Authority"),
- (2) EXMOOR LIVESTOCK AUCTIONS LIMITED (Company Registration Number 03410580) whose Registered Office is at Cutcombe Market, Wheddon Cross, Minehead, Somerset TA24 7DT ("the Applicant"),
- (3) SUMMERFIELD DEVELOPMENTS LIMITED (Company Registration Number 2539922) whose Registered Office is at Taunfield, South Road, Taunton, Somerset TA1 3ND ("the Developer"), and
- (4) NATIONAL WESTMINSTER BANK PLC (Company Registration No.929027) of Sheffield Securities Centre, PO Box 502, 2nd and 3rd Floors, 42 High Street, Sheffield S1 2YW ("the Mortgagee")

WITNESSES AS FOLLOWS:

**1. DEFINITIONS AND INTERPRETATION**

- 1.01 In this Agreement the following words and phrases shall unless the context otherwise requires have the following meanings:

"the Act of 1990" means the Town and Country Planning Act 1990

"Adjoining Parish" means any parish contiguous to the Parish

“the Affordable Units”	means all the 12 units of residential accommodation which are to be provided as part of the Development and are identified as ‘affordable’ in the Fourth Schedule, namely the units to be constructed on the Plots numbered 4, 5, 9, 11 – 17 (both numbers inclusive), 24 and 25 on the Plan or, where the context so admits or requires, any one or more of them
“the Application”	means the planning application submitted by the Applicant to the Authority dated 30 June 2008 and numbered 6/8/08/109 whereby the Applicant sought planning permission for the Development
“Approved Rental”	means any rental exceeding the Target Rental and determined from time to time by the Authority in accordance with Paragraph 1(3) of the Second Schedule as being the maximum permitted rental for the Affordable Units
“Approved Selling Price”	means a valuation of the freehold interest in the Affordable Units subject to the Local Occupancy Restriction, as determined from time to time by the District Valuer in accordance with the provisions of this Agreement
“Assured Tenancy” and “Assured Shorthold Tenancy”	have the meaning ascribed to them by Sections 1 and 20 respectively of the Housing Act 1988
“Cascade Provisions”	means the provisions set out in the Second Schedule
“the Commencement of Development”	means the implementation of the Permission by the carrying out of a material operation as defined at section 56 of the Act of 1990 which is exclusively referable to the Permission other

than works of site clearance, archaeological research, ground investigation and decontamination or the erection of site hoardings, and the phrase "commence development" shall be construed accordingly

"the Defined Area" has the meaning ascribed to it by whichever of paragraphs 2(3), 2(4), 2(5), 2(6), 2(7), 2(8) or 3(4) of the Second Schedule is for the time being applicable to the Affordable Units

"the Development" means the redevelopment of the site of the Applicants' Cutcombe Market by the erection thereon or on some part or parts thereof of (inter alia) a replacement market building and 25 units of residential accommodation

"the District Council" means the West Somerset District Council

"the Land" means the land the subject of this Agreement being the plot of land situate adjoining the northern side of the B3224 road at Wheddon Cross in the Parish of Cutcombe in the County of Somerset as the same is described in the First Schedule and is shown edged red on the Plan, and this term shall following the completion of the Development whether in whole or in part include the Affordable Units and all or any of them

"Letting" means a letting of the Affordable Units to a tenant on a tenancy at will, a periodic or assured shorthold tenancy or a shared ownership lease, and the term "let" when used in relation to the Affordable Units shall be construed accordingly

"Local Occupancy Restriction" means the restrictions imposed by this Agreement on the ownership and occupation of the Affordable Units

"Local Plan" means the Local Plan (First Alteration) adopted by the Authority under the Act of 1990 on the 1<sup>st</sup> day of March 2005

“Mortgagee in Possession clause”	means a clause enabling the Mortgagee, or any other person or body which has advanced funds to the Applicant on the security of the Affordable Units, to enforce its security by entering into possession of the Affordable Units and selling the same without complying with the Obligations
“the National Park”	means the Exmoor National Park
“the Obligations”	means each and all of the undertakings, conditions, restrictions and other matters set out in the Second Schedule
“Open Market Rental”	means the rental that the Affordable Units would command on the open market if let free from the Local Occupancy Restriction
“occupier”	has the meaning ascribed to it by Section 262(6) of the Housing Act 2004 and the terms “occupy” and “occupied” when used in relation to the Affordable Units shall be construed accordingly
“the Parish”	means the Parish of Cutcombe
“the Plan”	means the 1:200 scale drawing numbered 06.59.26G and attached hereto
“the Permission”	means the planning permission to be issued by the Authority by way of determination of the Application and all approvals granted thereunder

“A person who  
satisfies the Local  
Occupancy Definition”

means a person who cannot afford to rent or buy accommodation in the locality on the open market and who:

- (i) is currently resident in the Defined Area and will have been so resident permanently and continuously during the period of 10 years immediately preceding the proposed Sale or Letting of the Affordable Unit to him or her, and is either forming a household for the first time or is currently homeless or living in otherwise unsatisfactory accommodation; or
- (ii) is not currently resident in the Defined Area but has a strong local connection with the Parish or an Adjoining Parish, including a period of permanent and continuous residence of 10 years or more within the last 20 years; or
- (iii) has an essential need to live close to another person who is currently resident in the Defined Area and will have been so resident permanently and continuously during the period of 10 years immediately preceding the proposed Sale or Letting of the Affordable Unit to the first such person, such essential need arising from the proven age of either such person or from medical reasons relating to either such person; or
- (iv) needs to live close to his or her place of work in the Defined Area.

“Registered Social

Landlord” means a Housing Association, or a not for profit company registered by the Tenant Services Authority to provide social housing.

“Sale”

means any disposition or disposal of the Affordable Units other than a Letting and whether for value or not, and includes (without prejudice to the generality of this definition) the transfer of the

	freehold or of a leasehold for a term of years certain in the Affordable Units, but does not include any disposition or disposal under a will or intestacy or under Section 24 of the Matrimonial Causes Act 1973 or Section 2 of the Inheritance (Provision for Family and Dependents) Act 1975. The term “sell” when used in relation to the Affordable Units shall be construed accordingly
“Staircasing”	means, where the Owner for the time being of the Affordable Units is a Registered Social Landlord, an arrangement under which the ownership of the Affordable Units is shared between the landlord and the tenant
“Target Rental”	means the rental for the Affordable Units determined for the time being by the Tenant Services Authority or calculated in accordance with the formula prescribed for the time being by the Tenant Services Authority, or any subsequent amendment thereto or replacement thereof
“Tenant Services Authority”	means the body established under Section 81 of the Housing and Regeneration Act 2008 to regulate the provision and management of social housing, or any other regulatory authority duly designated as successor to that body or otherwise empowered to exercise functions corresponding for the time being to those of that body
“Valuation Report”	means a report prepared by the District Valuer in accordance with paragraph 1(2) of the Second Schedule and the provisions of the Third Schedule, and any subsequent updating or revision thereof

1.02 References in this Agreement to an Act of Parliament include a reference to any Regulations made under it and to any statutory provision for the time being in force amending re-enacting or replacing it or them

- 1.03 The Interpretation Act 1978 applies to this Agreement as it applies to an Act of Parliament
- 1.04 Words in this Agreement importing persons shall where the context so admits or requires be construed as importing corporate bodies and partnerships and shall where importing one gender be construed as importing any other gender
- 1.05 References in this Agreement to the parties shall include their assigns successors in title and any successors in function
- 1.06 All covenants obligations and other commitments contained in this Agreement and expressed to be given or entered into by the more than one party hereto shall be joint and several and may be enforced by the Authority against any one or more of such parties
- 1.07 All covenants and obligations contained in this Agreement and requiring any party hereto to issue any authorisation, approval, consent or certificate shall be subject to the proviso that the issue of such authorisation or other matter is not to be unreasonably withheld or delayed
- 1.08 References in this Agreement to a clause, sub-clause or Schedule are (unless otherwise stated) references to the correspondingly numbered clause, sub-clause or Schedule of this Agreement, and references in any Schedule to a paragraph or sub-paragraph are (unless otherwise stated) references to the correspondingly numbered paragraph or sub-paragraph of that Schedule
- 1.09 The paragraph headings in this Agreement are included solely for ease of reference and shall not affect its construction or interpretation

## **2. RECITALS**

- 2.01 The Authority is the National Park Authority for the National Park and is the Local

Planning Authority within the area of the National Park so that all powers and functions conferred by the Act of 1990 upon a Local Planning Authority are powers and functions of the Authority

- 2.02 The Applicant is registered as proprietor of the Land with an absolute freehold title under title number ST129184
- 2.03 The Developer has the benefit of a conditional contract to acquire the Land and is the proprietor of a unilateral notice protecting the same and registered at H M Land Registry on the 4th February 2008
- 2.04 The Mortgagee is proprietor of a Charge on the Land dated the 21st November 1997 and registered on the 22nd December 1997 at H M Land Registry
- 2.05 The Applicant wishes to carry out the Development on the Land and has to that end submitted the Application to the Authority
- 2.06 The Authority is satisfied that the Application may be granted subject to conditions and to the prior execution of an Agreement (being this Agreement) ensuring that the Affordable Units will meet a local need for affordable housing in accordance with the provisions of the Local Plan relating to housing

### **3. STATUTORY POWERS**

- 3.01 The Authority enters into this Agreement in pursuance of its powers under Section 106 of the Act of 1990 and all other powers enabling it in that regard
- 3.02 It is HEREBY AGREED by and between the Applicant and the Authority that the covenants on the part of the Applicant contained at sub-clauses 4.01 and 4.02 are planning obligations for the purposes of Section 106 of the Act of 1990 and are enforceable by the Authority without limit of time against any person deriving title under the Applicant to the Land or to any part of the Land (including a person deriving title thereto under a will or intestacy or by virtue of an order made under Section 24 of the Matrimonial Causes Act 1973 or Section 2 of the Inheritance (Provision for

Family and Dependents) Act 1975) pursuant to sub-section (3) of the said Section 106 PROVIDED HOWEVER that no person shall be liable for any breach of the said covenants occurring after he shall have parted with all interest in the Land or the part of it in respect of which such breach occurs but without prejudice to the Authority's rights in relation to any antecedent breach AND PROVIDED FURTHER that where part of the Land comprises or falls within the curtilage of a completed dwelling which is not an Affordable Unit the residential owner or occupier of such dwelling shall not be bound by this Agreement once the dwelling has been purchased from the Applicant or the Developer or their respective successors in title.

#### **4. THE APPLICANT'S COVENANTS**

- 4.01 The Applicant HEREBY COVENANTS with the Authority to observe and perform each and all of the Obligations contained in the Second Schedule
- 4.02 The Applicant HEREBY FURTHER COVENANTS with the Authority:
  - (i) to provide and maintain an unrestricted and unfettered access along the route shown hatched green and hatched purple on the Plan ("the Access") across the Land to the boundary of the adjoining undeveloped area;
  - (ii) to make the Access available, following the grant of planning permission for the residential development of all or part of the adjoining undeveloped area, to any person reasonably requiring to use it in connection with the development of such undeveloped area or any part thereof, SUBJECT TO the Applicant (or their successors in title to that part of the Land shown hatched purple on the Plan) receiving
    - (a) such sum of money as shall represent 30% of the increase in value of the adjoining undeveloped area arising as a result of the grant of the relevant planning permission, and
    - (b) an undertaking from the owner or developer of the adjoining undeveloped area, in a form acceptable to the Applicant, to contribute a fair proportion of the cost of maintaining, repairing and replacing the Access until such time as it is adopted as a highway maintainable at the

public expense,

and

- (iii) from the date on which the first unit of residential accommodation erected in pursuance of the Permission is occupied, securely to fence off the end of the Access where it abuts the north-eastern boundary of the Land and to keep it so fenced off until the commencement of the development of the said adjoining undeveloped area, provided however that the Authority shall first have approved the design of the proposed fencing.

## 5. AUTHORITY'S COVENANT

- 5.01 The Authority hereby covenants with the Applicant to issue the Permission within ten working days following the completion of this Agreement.
- 5.02 The Authority hereby further covenants with the Applicant that if at any time following the execution of this Agreement
  - (i) it adopts any amendment or reinterpretation of the policies contained in the Local Plan in relation to the provision of affordable housing which would have the declared purpose of, or might reasonably be construed as having the effect of, rendering such policies compatible with the inclusion of Mortgagee in Possession clauses in agreements made under Section 106 of the Act and governing the use and occupation of such housing, or
  - (ii) the Local Plan is replaced or superseded by other strategic planning guidance containing policies in relation to the provision of affordable housing that are intended or acknowledged by the Authority to be so compatible,it will if so requested by the Applicant amend this Agreement by the inclusion therein of a Mortgagee in Possession clause in a form to be agreed between the parties.

## 6. GENERAL PROVISIONS

6.01 It is HEREBY AGREED AND DECLARED by and between the parties hereto that:

- (i) This Agreement is not and shall not operate or be construed as or be deemed to be a grant of planning permission for the purposes of Part III of the Act of 1990 or for any other purpose
- (ii) Except as herein specifically provided, nothing in this Agreement confers any approval consent or permission required from the Authority in the exercise of any of its statutory functions
- (iii) Except as herein specifically provided, nothing in this Agreement shall be taken by the Applicant as diminishing or derogating from any of the rights powers or prerogatives conferred on the Authority by any Act of Parliament or by any Orders or Regulations made thereunder whether now or hereafter
- (iv) No forbearance or indulgence (whether express or implied) granted by the Authority to the Applicant in respect of any breach of the terms of this Agreement shall prevent the Authority from enforcing its rights in relation to any subsequent breach
- (v) This Agreement is not made for the benefit of nor shall any of its provisions be enforceable under the Contracts (Rights of Third Parties) Act 1999 by any person other than the parties hereto, but for the avoidance of doubt the exclusion of the application of that Act shall not prevent any future successor in title to any of the parties to this Agreement from being able to benefit from or to enforce any of the obligations in this Agreement
- (vi) This Agreement is intended to take effect as a Deed
- (vii) Subject to the provisions of Sections 106(A) and 106(B) of the Act of 1990 the terms and conditions of this Agreement shall only be capable of being varied by a Supplemental Agreement executed by the parties hereto or their successors in title

(viii) This Agreement is a Local Land Charge and shall be registered as such

## **7. MORTGAGEE'S AND DEVELOPER'S CONSENT**

7.01 The Mortgagee HEREBY CONSENTS to the Applicant entering into this Agreement and acknowledges that this Agreement binds the Land PROVIDED HOWEVER that it (the Mortgagee) shall not be liable for any breach of any provision of this Agreement unless such breach occurs while it is in possession of the Land AND PROVIDED FURTHER THAT nothing in this Agreement shall operate to prevent a Mortgagee in possession of the Land from selling it to a Registered Social Landlord on such terms as to purchase price and otherwise as may be agreed between them.

7.02 The Developer HEREBY CONSENTS to the Applicant entering into this Agreement and acknowledges that this Agreement binds the Land.

## **8. RESOLUTION OF DISPUTES**

8.01 The validity construction and performance of this Agreement shall be governed by English law.

8.02 If any dispute or difference shall at any time hereafter arise between the parties hereto as to the construction or effect of this Agreement or as to the rights and liabilities of the parties under it or any other matter of whatsoever nature arising out of or in relation to its subject matter, then such dispute or difference shall be referred to the English Courts to whose exclusive jurisdiction the parties hereby submit

## **9. ENTRY INTO FORCE AND DURATION**

9.01 The covenant on the part of the Authority contained at sub-clause 5.01 shall take effect immediately upon the execution of this Agreement

9.02 The covenants on the part of the Applicant contained at sub-clauses 4.01 and 4.02 shall take effect upon the Commencement of Development

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

**THE FIRST SCHEDULE**

**(The Land)**

All that plot piece or parcel of land situate on the northern side of the B3224 road at Wheddon Cross in the Parish of Cutcombe and forming part of the site of Cutcombe Livestock Market, as the same is more particularly delineated on the Plan and thereon edged red

**THE SECOND SCHEDULE**

**(The Obligations in relation to the Affordable Units)**

**1. Sale or Letting of Affordable Units: General Provisions**

1(1) In this paragraph 1, the term “the Owner” means the person or body for the time being having the legal capacity to Sell or Let the Affordable Units and (for the avoidance of doubt) shall include but shall not be confined to the Applicant, its successors and assigns.

1(2) Not less than 28 days before the date on which the Affordable Units are to become available for Sale or Letting, both on the first and on all subsequent occasions, the Owner shall notify the Authority in writing of such date and of the terms and

conditions on which the Units are to be made so available. If the Owner itself receives less than 28 days' notice of the date on which the Affordable Units are to become so available, it shall furnish the Authority with the notification as soon as is practicable.

- 1(3) The particulars to be provided to the Authority under paragraph 1(2) shall (without prejudice to the generality of that provision) include the price at which the Affordable Units are proposed to be sold or the rental at which they are proposed to be let. If in the case of a Sale the proposed selling price of the Affordable Units is in the opinion of the Authority excessive and likely to render the Affordable Units unaffordable to persons satisfying the Local Occupancy Definition, or if in the case of a Letting the proposed rental of the Affordable Units would exceed the Target Rental, the Authority shall so inform the Owner and the parties shall endeavour to reach agreement on a revised selling price or an Approved Rental. If no such agreement has been reached within 28 days of the Authority's so informing the Owner, the Authority shall instruct the District Valuer to prepare a Valuation Report setting out an Approved Selling Price for the Affordable Units in the case of a Sale, or an Open Market Rental in the case of a Letting. Upon receipt of a Valuation Report in relation to a proposed Letting the Authority shall adjust the Target Rental by such amount (if any) as may appear necessary to determine the Approved Rental.
- 1(4) Where an Approved Selling Price has been determined in accordance with paragraph 1(3), the Applicant shall not seek or accept any consideration in excess thereof in relation to the Sale of the Affordable Units. The Affordable Units shall not be let at a rental in excess of the Target Rental or, where an Approved Rental has been determined in accordance with paragraph 1(3), such Approved Rental.
- 1(5) The Affordable Units shall not be sold or let otherwise than in accordance with the Cascade Provisions.
- 1(6) The Affordable Units shall not (save as provided by sub-paragraph 3(4)(v) of this Schedule) be occupied otherwise than as the sole or principal residence of a person who satisfies the Local Occupancy Definition, and every disposition of the Affordable Units whether by way of Sale or Letting shall be subject to a specific condition to that effect in a form to be approved by the Authority.

1(7) The Third Schedule shall apply in relation to the preparation of Valuation Reports.

## **2. Cascade Provisions – Private Owners**

2(1) In this paragraph 2, the term “the Owner” means the person or body for the time being having the legal capacity to Sell or Let the Affordable Units.

2(2) The provisions of this paragraph 2 shall apply where the Owner is any person or body other than

- (a) a Registered Social Landlord
- (b) the Lessee of an Affordable Unit under a shared ownership lease originally granted by a Registered Social Landlord which does not permit the Registered Social Landlord’s share of the ownership thereof to fall below 20% and whereby the Registered Social Landlord retains control of any future Sale or Letting,

and, in any case where the Owner is such a person as is mentioned in either subparagraph (a) or (b) of this paragraph 2(2), the provisions of paragraph 3 of this Second Schedule will apply (and not the other provisions of this paragraph 2).

### **Lettings**

2(3) During the period of two months commencing on the date notified to the Authority under paragraph 1(2) (“the first two months”), the Affordable Units shall not be let except on the basis that the Defined Area consists of the Parish and the Adjoining Parishes.

2(4) If the Owner has been unable to let the Affordable Units in accordance with paragraph 2(3) by the expiry of the first two months, then during the two months next following (“the second two months”) the Affordable Units may be let on the basis that the Defined Area consists of any part of the area of the District Council

situated within the Park.

2(5) If the Affordable Units have not been let at the expiry of the second two months, then they may be let on the basis that the Defined Area consists of any part of the area of the Park.

### **Sales**

2(6) During the period of six months commencing on the date notified to the Authority under paragraph 1(2) (“the first six months”), the Affordable Units shall not be sold except on the basis that the Defined Area consists of the Parish and the Adjoining Parishes.

2(7) If the Owner has been unable to sell the Affordable Units in accordance with paragraph 2(6) by the expiry of the first six months, then during the six months next following (“the second six months”) the Affordable Units may be sold on the basis that the Defined Area consists of any part of the area of the District Council situated within the Park.

2(8) If the Affordable Units have not been sold at the expiry of the second six months, then they may be sold on the basis that the Defined Area consists of any part of the area of the Park.

### **All disposals**

2(9) Before entering into any contract for the Sale or Letting of the Affordable Units, the Owner shall notify the Authority in writing of the identity of the proposed buyer or tenant. No such Sale or Letting shall proceed unless and until it has been demonstrated to the satisfaction of the Authority that the proposed buyer or tenant is a person who satisfies the Local Occupancy Definition and will occupy the Affordable Unit concerned as his or her sole or principal residence, and that the terms of the proposed Sale or Letting are such as to ensure that the requirements of paragraph 1(4) will continue to be complied with, and the Authority has issued the Owner with a certificate in writing to that effect.

### **3. Cascade Provisions – Registered Social Landlords**

3(1) The provisions of this paragraph 3 shall apply where (and only where) the person or body for the time being having the legal capacity to Sell or Let the Affordable Units is either:-

- (a) a Registered Social Landlord, or
- (b) such a person as is mentioned at paragraph 2(2)(b) of this Second Schedule,

such person or body being (in either case) referred to hereafter in this paragraph 3 as “the Owner”.

3(2) In the event that the Affordable Units are or are to be subject to a stacasing arrangement, this paragraph 3 shall apply only if and for as long as the Owner’s share of the Ownership thereof does not fall below 20%, and if the Owner retains control of any future sale or letting. If, or as soon as, the stacasing arrangement fails or ceases to satisfy those conditions, paragraphs 2(3) to 2(9) (both numbers inclusive) and not this paragraph 3 will apply in all respects to any sale or letting of the Affordable Units.

3(3) At the same time as it notifies the Authority under paragraph 1(2) that the Affordable Units will become available for letting at the expiry of a period mentioned in that paragraph (“the specified period”), the Owner shall issue a notification in the same terms to the District Council and to the Parish Councils of the Parish and of the Adjoining Parishes, shall publish an advertisement to the same effect in at least one newspaper circulating in the locality, and shall cause the impending availability of the Affordable Units to be advertised on the internet through the website of the Homefinder Somerset partnership.

3(4) Upon the expiry of the specified period, the Owner shall let the Affordable Units in accordance with the following order of priority:-

- (i) to tenants who satisfy the Local Occupancy Definition on the basis that the Defined Area consists of the Parish and the Adjoining Parishes or, if no such tenants are available,

(ii) to tenants who satisfy the Local Occupancy Definition on the basis that the Defined Area consists of any part of the area of the District Council situated within the Park PROVIDED ALWAYS that the Owner shall not less than 28 days previously have notified the District Council and the Parish Councils of all the other Parishes within the Defined Area as so extended that the Affordable Units have become available for letting on that basis or, if no such tenants are available,

(iii) to tenants who satisfy the Local Occupancy Definition on the basis that the Defined Area consists of any part of the area of the Park PROVIDED ALWAYS that the Owner shall not less than 28 days previously have notified the District Council and the Parish Councils of all the other Parishes within the Defined Area as so extended that the Affordable Units have become available for letting on that basis or, if no such tenants are available,

(iv) to tenants who satisfy the Local Occupancy Definition on the basis that the Defined Area consists of any part of the area of the Park or of the District Council PROVIDED ALWAYS that the Owner shall not less than 28 days previously have notified the District Council and the Parish Councils of all the other Parishes within the Defined Area as so extended that the Affordable Units have become available for letting on that basis or, if no such tenants are available,

(v) to tenants who do not satisfy the Local Occupancy Definition but who have established a proven housing need in accordance with the Owner's normal letting criteria, PROVIDED HOWEVER that the Affordable Units may not be let to any such tenants otherwise than under a controlled occupancy retained equity scheme under which no staircasing is permitted

3(5) At the same time as it issues the notification referred to at paragraph 3(3) the Owner may, if it so chooses, issue the same notification to the District Council and to all the other Parish Councils entitled to be so notified under paragraphs 3(4) (ii), (iii) and (iv), and state in all such notifications and in the newspaper and internet advertisements referred to at paragraph 3(3) that the Affordable Units are to be let in

accordance with the Cascade Provisions immediately following the expiry of the specified period. Where the Owner has taken that course it may, at the expiry of the specified period, let the Affordable Units in accordance with the order of priorities set out at paragraphs 3(4) (i) to (v) (both numbers inclusive) without further notification or delay.

- 3(6) Before entering into any contract for the Letting of the Affordable Units, the Owner shall notify the Authority in writing of the identity of the proposed tenant. The Authority shall be entitled to be satisfied that the requirements of paragraphs 3(3) and 3(4) or (as the case may be) 3(5) have been complied with, and to that end the Owner shall comply with any reasonable request made by the Authority for the production of documentary or other evidence demonstrating that the proposed tenant has been selected in accordance with the order of priorities set out at paragraph 3(4); and that any person satisfying the Local Occupancy Definition who might have wished to apply for the tenancy has had a reasonable opportunity to do so.
- 3(7) Nothing in this Agreement shall restrict or otherwise affect the right of the Owner to sell the Affordable Units to another Registered Social Landlord on such terms as may be agreed between them. In the event of the Owner's proposing to sell the Affordable Units to a person or body who is not a Registered Social Landlord, however, paragraphs 2(6), 2(7) and 2(8) will apply to any such proposed sale in all respects.

#### **4. Certificates**

- 4(1) The decision of the Authority as to whether any certificate sought by the Owner under paragraph 2(9) should be issued or withheld shall be final. Any certificate issued by the Authority under that paragraph shall specify the name of the proposed purchaser or tenant and the address of the Affordable Unit concerned, and shall not authorise the disposal to the person so specified of any other dwelling within the Park or the disposal of that Affordable Unit to any other person.
- 4(2) Upon the completion of any disposal of the Affordable Units, whether under paragraph 2 or paragraph 3 of this Second Schedule and whether by way of Sale or

Letting, the Owner shall forthwith supply to the Authority a certified copy of the instrument of disposal.

**THE THIRD SCHEDULE**  
**(Valuation Reports)**

1. The Applicant shall meet all fees and expenses charged by the District Valuer.
2. In determining any Approved Selling Price or Open Market Rental, the District Valuer shall disregard any expenditure incurred by the Applicant in the construction of the Affordable Units or on their fixtures and fittings, or by a subsequent owner or Lessee in the maintenance or refurbishment of the Affordable Units or the replacement or renewal of their fixtures and fittings, that shall in his (the District Valuer's) opinion be excessive or unreasonable in relation to the standards normally applicable to social housing within the area of the District Council.
3. In preparing his Valuation Report the District Valuer shall act as an expert and not as an arbitrator.

**THE FOURTH SCHEDULE**

**(Plot numbers of the Affordable Units)**

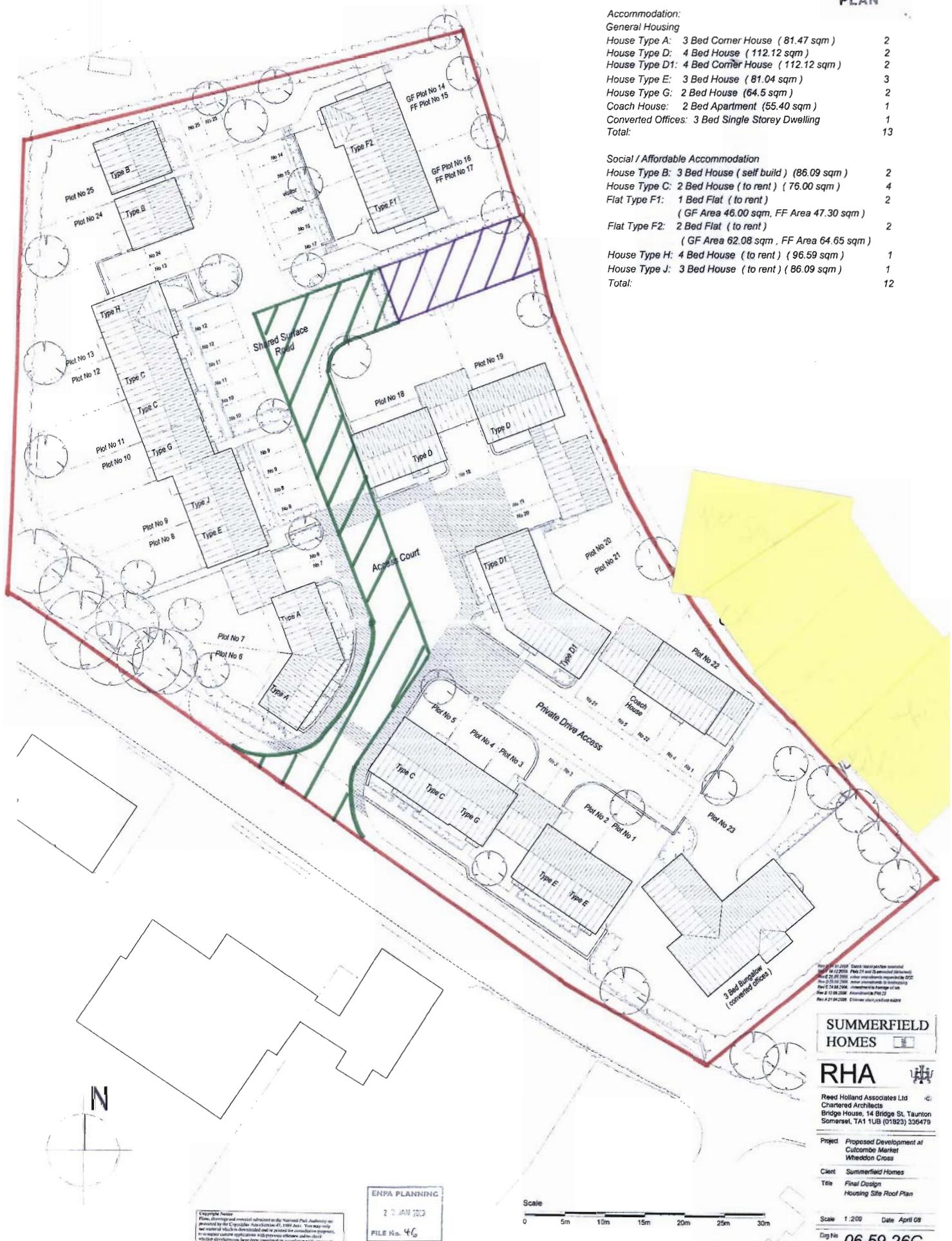
**Floor space is gross internal floor area.**

Plot 1	Type E	Open market	3 bed	81.04 sqm
Plot 2	Type E	Open market	3 bed	81.04 sqm
Plot 3	Type G	Open Market	2 bed	64.50 sqm
Plot 4	Type C	Affordable	2 bed	76.00 sqm
Plot 5	Type C	Affordable	2 bed	76.00 sqm
Plot 6	Type A	Open Market	3 bed	81.47 sqm
Plot 7	Type A	Open Market	3 bed	81.47 sqm

Plot 8	Type E	Open Market	3 bed	81.04 sqm
Plot 9	Type J	Affordable	3 bed	86.09 sqm
Plot 10	Type G	Open market	2 bed	64.50sqm
Plot 11	Type C	Affordable	2 bed	76.00 sqm
Plot 12	Type C	Affordable	2 bed	76.00 sqm
Plot 13	Type H	Affordable	4 bed	96.59 sqm
Plot 14	Type F2	Affordable	2 bed	62.08 sqm
Plot 15	Type F2	Affordable	2 bed	64.65 sqm
Plot 16	Type F1	Affordable	1 bed	46. 00 sqm
Plot 17	Type F1	Affordable	1 bed	47.30 sqm
Plot 18	Type D	Open Market	4 bed	112.12 sqm
Plot 19	Type D	Open Market	4 bed	112.12 sqm
Plot 20	Type D1	Open Market	4 bed	112.12 sqm
Plot 21	Type D1	Open Market	4 bed	112.12 sqm
Plot 22	Coach House	Open Market	2 bed	55.40 sqm
Plot 23	Conversion	Open Market	3 bed	124.75 sqm
Plot 24	Type B	Self-build (Affordable)	3 bed	86.09 sqm
Plot 25	Type B	Self-build (Affordable)	3 bed	86.09 sqm

CUTCOMBE 1

**AMENDED  
PLAN**



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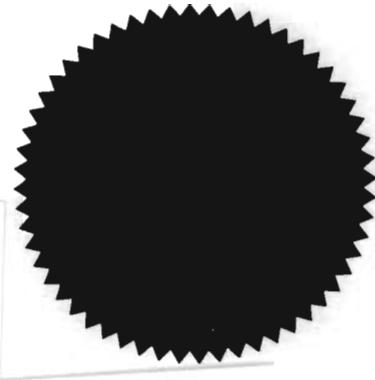
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22 JAN 1969  
FILE No. 46

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Scale 1:200 Date April 08  
Dig No 06.59.26G

THE COMMON SEAL of THE EXMOOR )  
NATIONAL PARK AUTHORITY was )  
hereunto affixed in the presence of: )



THE COMMON SEAL of EXMOOR )  
LIVESTOCK AUCTIONS LIMITED )  
was hereunto affixed in the presence of: )

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SIGNED AS A DEED by SUMMERFIELD )  
DEVELOPMENTS (SW) LIMITED acting )  
by:

Director

Director/Secretary

SIGNED AS A DEED by )  
as the Attorney and on behalf of )  
NATIONAL WESTMINSTER BANK )  
PLC in the presence of: )

