



**Planning Obligation by Deed of Agreement  
pursuant to Section 106 of the  
Town and Country Planning Act 1990  
(as amended)**

Land situated at  
Gatehouse Farm, Secmaton Lane, Dawlish

Dated: 10 October 2014

Teignbridge District Council (1)  
Devon County Council (2)  
Gatehouse Park Developments Limited (3)  
Farm Developments Limited (4)

DATE

10 October

2014

## PARTIES

- (1) TEIGNBRIDGE DISTRICT COUNCIL of Forde House, Brunel Road, Newton Abbot, Devon, TQ12 4XX ("Council")
- (2) DEVON COUNTY COUNCIL of County Hall, Topsham Road, Exeter, Devon EX2 4QD ("County Council")
- (3) GATEHOUSE PARK DEVELOPMENTS LIMITED (Company No. 01353719) whose registered office is Sigma House, Oak View Close, Edginswell Park, Torquay, Devon, ("First Owner")
- (4) FARM DEVELOPMENTS LIMITED (Company No. 04658271) whose registered office is at Cofton Farm, Starcross, Dawlish, Devon EX6 8RP ("the Second Owner")

## INTRODUCTION

1. The Council is the local planning authority for the purposes of the Act for the area in which the Site is situated.
2. The County Council is the local highway authority the education authority and the county planning authority for the area in which the Site is situated.
3. The First Owner is the freehold owner of that part of the Site as is hatched green on the Plan the title details of which are as set out in the First Schedule.
4. The Second Owner is the freehold owner of that part of the Site as is hatched black on the Plan the title details of which are as set out in the First Schedule
5. The First Owner has submitted the Application to the Council and the parties have agreed to enter into this Deed in order to secure the planning obligations contained in this Deed.
6. The Council has resolved to grant the Planning Permission subject to the prior completion of this Deed.

## NOW THIS DEED WITNESSES AS FOLLOWS:

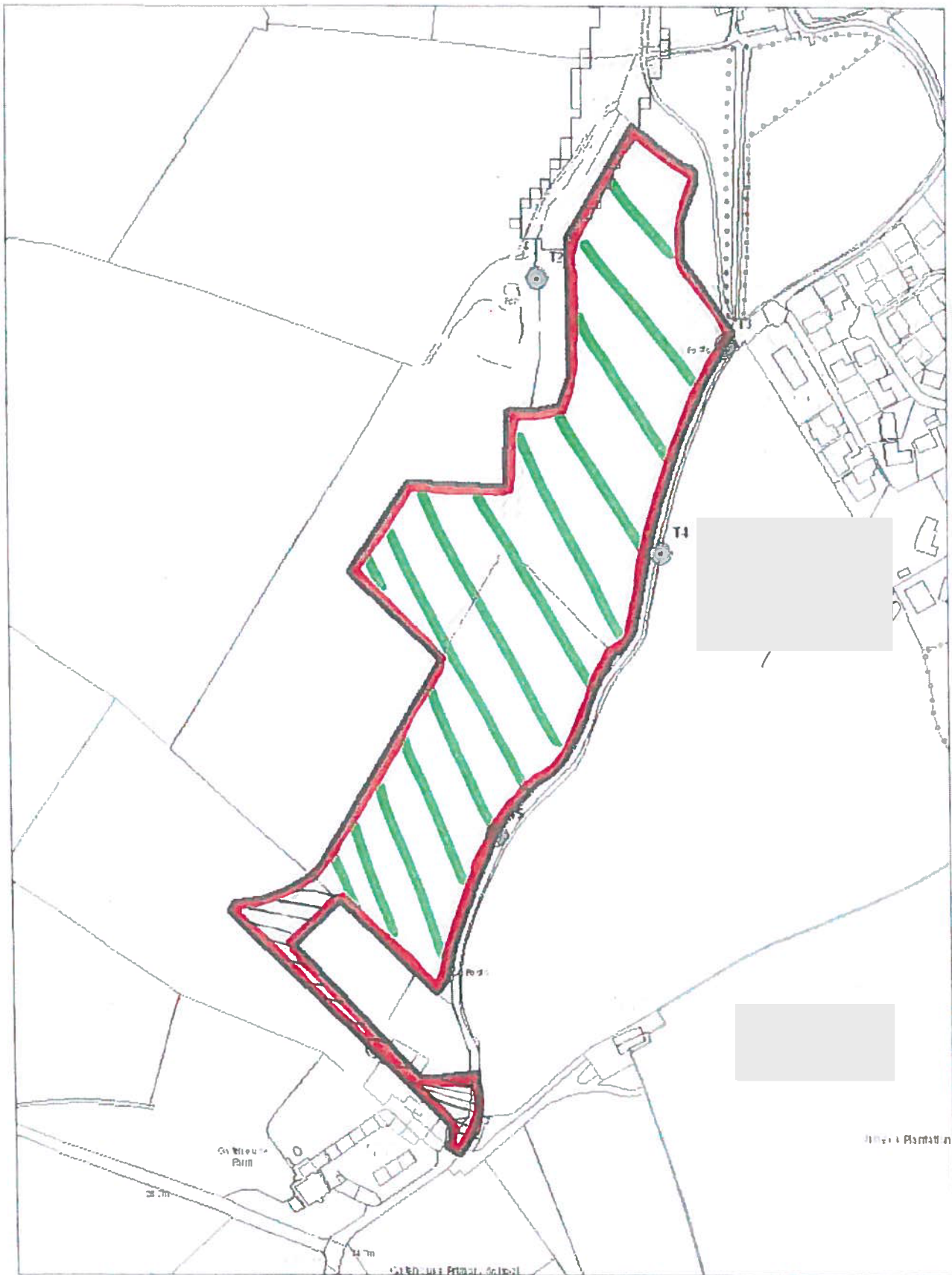
### OPERATIVE PART

#### 1 DEFINITIONS

For the purposes of this Deed the following expressions shall have the following meanings:

“Act”	means the Town and Country Planning Act 1990 (as amended).
“Active Recreation Space”	means active recreation space which shall include those areas which are formally used for a variety of organised and competitive sports. They can either be fixed sports space (tennis courts/bowling greens etc.) or seasonal sports space (football/cricket).
“Active Recreation Contribution”	means a contribution in the sum of £605.99 per Dwelling towards the cost to the Council of providing Active Recreation Space.
“Affordable Dwelling”	means each unit of Affordable Rented Housing and Intermediate Affordable Housing to be delivered on the Site pursuant to the Third Schedule.
“Affordable Housing”	means (subject to the provisions of the Third Schedule housing) housing which is defined in the NPPF at Annex 2 as housing which includes “social rented affordable rented and intermediate housing provided to eligible households whose needs are not met by the market” including provisions to remain at an affordable price for future eligible households or for the subsidy to be recycled for alternative affordable housing provision and in relation to which eligibility is determined with regard to local incomes and local house prices.
“AHP”	means a registered social landlord or a local or similar authority or a housing association or similar organisation or a social landlord or such other body or organisation whose main object is the provision of Affordable Housing.
“Affordable Housing Units Layout and Mix Plan”	means the plan to be submitted by the First Owner and approved by the Council which identifies the size distribution and mix of the Affordable Dwellings in accordance with the Third Schedule.
“Affordable Rented Housing”	means rented housing let by an AHP to households who are eligible for social rented housing at an affordable rent which is not subject to the national rent regime but

PLAN



 **Teignbridge**  
SOUTH DEVON

12/03797 - DAWLISH - SX 96 126 77679  
SITE AREA 3.71 HA

Scale 1:2,500

Based upon Ordnance Survey (Materials) data published by Ordnance Survey on behalf of Her Majesty's Stationery Office. Crown Copyright and database right. Used under license from Ordnance Survey. All rights reserved. No warranty is made by Teignbridge District Council as to the accuracy of the information shown on this map.

is subject to other rent controls that require a rent of no more than 80% of the local market rent.

“Air Quality Contribution”

means the sum of £100 per Dwelling as a contribution towards air quality mitigation measures, air quality improvement measures and air quality monitoring in and around the Dawlish Air Quality Management Area.

“Application”

means the application for outline planning permission for the erection of up to 75 dwellings (C3) along with associated infrastructure (approval sought for means of access) submitted to the Council on 21 December 2013 and allocated reference number 12/03797/MAJ.

“Authority’s Bank”

means the current bank used by the Council (currently Co-operative Bank) in respect of the Council and the current bank used by the County Council (currently Barclays Bank Plc) in respect of the County Council

“Children and Young People’s Space” means spaces where children and young people have the opportunity to play or meet safely within equipped and unequipped environments. (Unequipped environments will include areas set aside for informal kick-about. Multi-use play areas and areas provided with seats or shelters for young people to gather to talk and socialise). Sub-types include wheels parks, games areas, and children’s play space.

“Children and Young People’s Space Contribution” means a contribution in the sum of £1,123.73 per Dwelling towards the cost to the Council of providing Children and Young People’s Space.

“Cirl Bunting Habitat”

means suitable off-site replacement Cirl Bunting Habitat suitable for breeding and overwintering to be identified by the First Owner and approved in writing by the Council following consultation with the Royal Society for the Protection of Birds such approval not to be unreasonably withheld or delayed with such land being held as Cirl Bunting Habitat in perpetuity.

- “Cirl Bunting Habitat Contribution” means the sum of £123,000 as a contribution to the improvement of Cirl Bunting habitat on the Site or the provision of off-site replacement Cirl Bunting habitat.
- “Cirl Bunting Habitat Management Plan” means a plan to be submitted to the Council for approval, following consultation with the Royal Society for the Protection of Birds, setting out the location of the Cirl Bunting Habitat and how and when the Owners shall provide the Cirl Bunting Habitat in perpetuity.
- “Commencement of Development” the date on which any material operation (as defined in Section 56(4) of the Act) forming part of the Development begins to be carried out other than (for the purposes of this Deed and for no other purpose) operations consisting of site clearance, demolition work, archaeological investigations, investigations for the purpose of assessing ground conditions, remedial work in respect of any contamination or other adverse ground conditions, any laying out or pegging out operations, erection of any temporary means of enclosure, the temporary display of site notices or advertisements and “Commence Development” shall be construed accordingly.
- “County Council” means Devon County Council.
- “County Director” means the Head of Planning Transportation & Environment or such other the appointed officer for the relevant service area of the County Council.
- “Cycleway Contribution” means a contribution in the sum of £89,523.77 towards a cycleway from the Site to Dawlish town centre.
- “DA2” means the allocation of an area of approximately 43 hectares at North West Secmaton Lane in the Teignbridge Local Plan (or any subsequent replacement policy for that land allocation).
- “DA6” means the allocation of an area of strategic green infrastructure of approximately 15

	hectares in the Teignbridge Local Plan (or any subsequent replacement policy for that land allocation).
“DA7”	means the allocation of an area of approximately 22 hectares for the Dawlish Warren Coastal Park in the Teignbridge Local Plan (or any subsequent replacement policy for that land allocation).
“Development”	means the residential development of the Site as set out in the Application.
“Dwelling”	means a dwelling (including a house flat or maisonette) to be constructed pursuant to the Planning Permission.
“Education Contribution”	means a financial contribution in the sum of £2,480.38 per Dwelling towards primary school educational resources required as a consequence of the Development.
“Expert”	means the expert appointed pursuant to clause 15.1.
“Exe Estuary SPA and Dawlish Warren SAC Contribution”	means a contribution in the sum of £350 per Dwelling towards the cost to the Council of delivering measures to mitigate the impacts of the increased number of visitors to the Exe Estuary Special Protection Area and Dawlish Warren Special Area of Conservation as a result of the Development.
“Formal and Informal Green Space and Parks”	means a total of not less than 1,290m <sup>2</sup> of the following types to be provided by the First Owner in any combination on the Site or within DA2 and DA6:
	1) Formally laid out sites that are the subject of a consciously organized layout. This ranges from sweeping landscapes to ornamental gardens, which include flower beds, water features, cafes, sensory areas, children’s play, toilets, parking etc. Typically they have a network of paths that enable people to pass through or circulate within; and/or

2) Spaces that are informal in layout and character, where the emphasis is on informal recreation, and where the network of paths will be more informal in nature. They generally have no additional, or a limited number of facilities.

**“Formal and Informal Green Space and Parks Contribution”**

means a contribution in the sum of £1,638.64 per Dwelling towards the cost to the Council of providing Formal and Informal Green Space and Parks in the vicinity of the Development.

**“Formal and Informal Green Space and Parks Management Entity”**

means the body or other entity approved by the Council to manage and maintain the Formal and Informal Green Space and Parks pursuant to the Formal and Informal Green Space and Parks Management Scheme.

**“Formal and Informal Green Space and Parks Management Scheme”**

means a scheme to secure the management of the Formal and Informal Green Space and Parks in perpetuity which may include (without limitation) the formation of a management company or other management entity in the form approved by the Council and/or the transfer of any part of the Formal and Informal Green Space and Parks to a local authority or other body.

**“Formal and Informal Green Space and Parks Specification”**

means details and specifications for the laying out and provision of the Formal and Informal Green Space and Parks including the standard of the maintenance and management to be undertaken.

**“HCA”**

means the Homes and Communities Agency or any successor in function thereof and any alternative provider of Grant Funding



“HCA Scheme Development Standard”	means the minimum Design and Quality Standards of the HCA
“Index”	means the BCIS All-in Tender Price Index.
“Indoor Sports Contribution”	means a contribution in the sum of £625.58 per Dwelling towards the cost to the Council of increasing the capacity of indoor sports facilities within a 10km radius of the Site to meet the demand arising from the Development.
“Interest”	means interest at 4% per cent above the base lending rate of the Bank of England from time to time
“Intermediate Affordable Housing”	means housing for sale or rent provided at a cost above social rent but below market rent and which meets the criteria set out in the NPPF Annex 2 (which can include shared equity eg Homebuy and other low cost homes for sale and intermediate rent but not Social Rented Housing or Affordable Rented Housing).
“Manager”	means the appointed manager for the relevant service area of the Council
“Monitoring Fee”	means a fee of £500 in order to provide the Council with the necessary resources required efficiently to manage monies received under the terms of this Deed and to ensure the covenants set out herein are satisfied and to monitor and record compliance with this Deed.
“Occupation” “Occupied” and “Occupy”	means first occupation of the Dwellings for the purposes permitted by the Planning Permission but not including occupation by personnel engaged in construction fitting out or decoration or occupation for marketing or display or occupation in relation to security operations.
“Open Market Dwelling”	means each of the Dwellings to be constructed pursuant to the Planning Permission which are not Affordable Dwellings.
“Owners”	means collectively the First and Second Owners.

“Plan”	means the plan attached to this Deed.
“Planning Permission”	means the planning permission to be granted by the Council pursuant to the Application broadly in the form set out in the Second Schedule.
“Public Transport Contribution”	means a contribution in the sum of £100,000 towards improving the bus services in the vicinity of the Development.
“Reserved Matters Application”	means an application for reserved matter details to be submitted by the First Owner to the Council pursuant to the Planning Permission.
“SANGS”	Suitable Alternative Natural Green Space, of not less than 0.891 hectares, as defined in Natural England's ' <i>Guidelines for the creation of Suitable Accessible Natural Green Space</i> ' (2008) which is to mitigate the recreational impacts of development in the locality on the Dawlish Warren Special Area of Conservation and the Exe Estuary Special Protection Area;
“SANGS Acquisition & Capital Contribution”	means a contribution in the sum of £831.60 per Dwelling subject to a total maximum financial contribution for the whole Development of £62,370 towards the acquisition and capital costs of an area of SANGS.
“SANGS Maintenance & Management Contribution”	means a contribution in the sum of £514.99 per Dwelling subject to a total maximum financial contribution for the whole Development of £38,624 towards the maintenance and management costs of an area of SANGS.
“Site”	means the land against which this Deed may be enforced as shown edged red on the Plan.
“Teignbridge Local Plan”	means the Teignbridge Local Plan 2013 – 2033 adopted by the Council on 6 May 2014.
“Travel Pack”	means a package of travel information produced and to be provided to the residents of the Development by the First

Owner aimed at encouraging residents of the Development to use sustainable modes of transport (including a location plan of bus stops near to the Site, a bus timetable and bus route plan and cycle route map) together with a Travel Voucher.

“Travel Voucher”

means a voucher to the value of £300 per Dwelling to be paid to the first Occupiers of each Dwelling which shall entitle the holder to redeem the voucher against the cost of using sustainable travel modes (such as the cost of bus travel in the vicinity of the Site or the cost of bicycles or cycling equipment).

## **2 CONSTRUCTION OF THIS DEED**

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

## **3 LEGAL BASIS**

- 3.1 This Deed is made pursuant to Section 106 of the Act Section 111 of the Local Government Act 1972 and Section 2 of the Local Government Act 2000 and all other statutory and other enabling powers.
- 3.2 The covenants restrictions and requirements imposed upon the Owner under this Deed create planning obligations pursuant to Section 106 of the Act and

are enforceable by the Council as local planning authority (in respect of the Third Schedule) against the Owner.

#### **4. CONDITIONALITY**

This Deed is conditional upon:

- (a) the grant of the Planning Permission and
- (b) the Commencement of Development

save for the provisions of clauses 7.1, 9, 14 and 16 (and the provisions required for their interpretation) which shall come into effect immediately upon completion of this Deed.

#### **5. THE OWNER'S COVENANTS**

- 5.1 The Owners covenant with the Council as set out in the Third Schedule.
- 5.2 The Owners covenant with the County Council as set out in the Fourth Schedule.

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

- 6.1 The Council covenants with the Owners as set out in the Fifth Schedule.
- 6.2 The County Council covenants with the Owners as set out in the Sixth Schedule.

#### **7. MISCELLANEOUS**

- 7.1 The Owners shall pay to the Council and the County Council on completion of this Deed:
  - 7.1.1 the reasonable legal costs of the Council and the County Council incurred in the negotiation preparation and execution of this Deed and
  - 7.1.2 the Monitoring Fee to the Council.
- 7.2 No provisions of this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999.
- 7.3 This Deed shall be registerable as a local land charge by the Council.
- 7.4 Where any agreement approval consent or expression of satisfaction is required by the Owners from the Council or County Council under the terms of this Deed such agreement approval or consent or expression of satisfaction shall not be unreasonably withheld or delayed and any such agreement consent approval or expression of satisfaction shall be given on behalf of:
  - 7.4.1 the Council by the Manager

#### 7.4.2 the County Council by the County Director

and any notices shall be deemed to have been properly served if sent by recorded delivery to the principal address or registered office (as appropriate) of the relevant party.

- 7.5 At any time after fulfilment of a planning obligation contained in this Deed the Council or the County Council as appropriate shall upon the written request of the Owners issue to the Owners a certificate confirming compliance with and fulfilment of the relevant planning obligation and following the performance and satisfaction of all the obligations contained in this Deed the Council shall forthwith effect the cancellation of all entries made in the Register of Local Land Charges in respect of this Deed.
- 7.6 Insofar as any clause or clauses of this Deed are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed.
- 7.7 This Deed shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permission shall be quashed revoked or otherwise withdrawn or (without the consent of the Owner) it is modified by any statutory procedure or expires prior to the Commencement of Development.
- 7.8 No person shall be liable for any breach of any of the planning obligations or other provisions of this Deed after it shall have parted with its entire interest in the Site or the part of the Site to which obligations or other provisions relate but without prejudice to liability for any subsisting breach arising prior to parting with such interest.
- 7.9 This Deed shall not be enforceable against Owner occupiers or tenants of the Dwellings nor against those deriving title from them nor against any mortgagees or chargees of any individual Dwelling or receivers appointed by any such mortgagee or chargee and as a consequence of the release given in this clause this Deed may be modified varied or released without the consent or approval of any such owner occupier tenant mortgagee chargee or receiver without them being a party to any document or deed required to effect such modification variation or release but such document or deed shall take effect as if they had been a party to such document or deed.
- 7.10 Nothing in this Deed shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Deed.
- 8. NOT USED – MORTGAGEE CONSENT CLAUSE**

**9. NOTICE OF COMMENCEMENT AND OCCUPATION**

The First Owner shall give the Council and County Council written notice of Commencement of Development, Occupation of 25% of the Dwellings and Occupation of 75% of the Dwellings and 75% of the Open Market Dwellings.

**10. WAIVER**

No waiver (whether expressed or implied) by the Council or the County Council of any breach or default in performing or observing any of the covenants terms or conditions of this Deed shall constitute a continuing waiver and no such waiver shall prevent the Council or the County Council from enforcing any of the relevant terms or conditions or from acting upon any subsequent breach or default.

**11. CHANGE IN OWNERSHIP**

The Owners agree with the Council and the County Council to give the Council and the County Council written notice of any change in ownership of any of their interests in the Site within seven days of such occurrence before all the obligations under this Deed have been discharged such notice to give details of the transferee's full name and registered office (if a company or usual address if not) together with the area of the Site or unit of occupation purchased by reference to a plan save that such notice need not be given in the case of the change in Ownership of any individual Dwelling.

**12. INDEXATION AND INTEREST**

- 12.1 Any sum payable by the Owners and referred to in the Third Schedule and Fourth Schedules shall be increased by an amount equivalent to the increase in the Index from the date hereof until the date on which such sum is payable provided that if the Index shall cease to exist there shall be substituted such other index of building costs as shall be specified by the Council or County Council (as appropriate) acting reasonably.
- 12.2 If any payment due to be paid by the Owners under this Deed is paid late Interest will be payable from the date payment is due to the date of payment.

**13. VAT**

All consideration given in accordance with the terms of this Deed shall be exclusive of any value added tax properly payable which shall be payable in addition to such consideration upon the production of a valid invoice therefor.

**14. JURISDICTION**

This Deed is governed by and interpreted in accordance with the law of England and Wales.

## **15. EXPERT DETERMINATION**

- 15.1 Any failure to agree a matter arising out of the provisions of this Deed shall be referred to an expert being a person having appropriate qualifications and experience in such matters for determination of that dispute. The expert shall be appointed by the parties to the dispute or in default of agreement by a person nominated by the President for the time being of the Royal Institution of Chartered Surveyors on the application of any of the parties to the dispute.
- 15.2 The decision of the Expert shall (save in the case of manifest error which may be referred back to the Expert) be final and binding upon the parties to the dispute and the following provisions shall apply):
- 15.2.1 the charges and expenses of the Expert shall be borne equally between the parties to the dispute unless the Expert shall otherwise direct
  - 15.2.2 the Expert shall give the parties to the dispute an opportunity to make representations and counter-representations to him before making his decision
  - 15.2.3 the Expert shall be entitled to obtain opinions from others if he so wishes
  - 15.2.4 the Expert shall comply with any time limit or other directions agreed by the parties to the dispute on following or before his appointment
  - 15.2.5 the Expert shall make his reasoned decision within the range of representations made by the parties to the dispute

## **16. DELIVERY**

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

IN WITNESS whereof the parties hereto have executed this Deed on the day and year first before written.

## **FIRST SCHEDULE**

### **Details of the Owners' title and description of the Site**

The freehold land known as Gatehouse Farm, Secmaton Lane, Dawlish and registered at HM Land Registry Plymouth as to respectively the land hatched black on the Plan and the land hatched green on the Plan with title absolute under title numbers DN594780 and DN390841.



## SECOND SCHEDULE

### Form of Planning Permission

IN CORRESPONDENCE PLEASE QUOTE  
APPLICATION REF NO:- 12/03797/MAJ

#### **TEIGNBRIDGE DISTRICT COUNCIL** **TOWN AND COUNTRY PLANNING ACT, 1990**

#### **TOWN AND COUNTRY PLANNING (DEVELOPMENT MANAGEMENT PROCEDURE) (ENGLAND) ORDER 2010**

### GRANT OF OUTLINE PLANNING PERMISSION

**Applicant:** Gatehouse Developments Ltd  
Mrs Helen Scott  
C/o Agent

**Agent:** Mr M New  
WWA Surveyors  
Mills Bakery  
Royal William Yard  
Plymouth  
PL1 3GE

**Location:** DAWLISH - Gatehouse Farm Secmaton Lane

**Proposal:** Outline planning permission for the erection of up to 75 dwellings (C3) along with associated infrastructure (approval sought for means of access)

Teignbridge District Council hereby grants outline planning permission to carry out the development described in the application validated on 13 February 2013 subject to the following conditions:

1. Approval of the details of layout, scale, landscaping and appearance of the building(s), (hereinafter called "the reserved matters") shall be obtained from the Local Planning Authority in writing before any development is commenced.

**REASON:** To enable full and proper consideration of the proposed development.

2. Application for approval of reserved matters shall be made to the Local Planning Authority before the expiration of three years from the date of this permission.

**REASON:** In accordance with Section 92 of the Town and Country Planning Act 1990 as amended by Section 51 of the Planning and Compulsory Purchase Act 2004.

3. The development shall be begun before the expiry of two years from the date of final approval of the reserved matters.

**REASON:** In accordance with Section 92 of the Town and Country Planning Act 1990 as amended by Section 51 of the Compulsory Purchase Act 2004.

4. The works hereby permitted shall be carried out in accordance with the application form and the following approved plans/documents:

Received on 21 December 2012

- Level 2 Flood Risk Assessment (Robson Liddle AMC/NAS/12120/FRA2)
- Ecological Appraisal (Parsons Brinckerhoff – December 2012)
- Transport Assessment (PCL – December 2012)
- Statement of Community Involvement (PCL – December 2012)
- Phase 1 Desk Study Report (Red Rock RP5384 August 2012)
- Archaeological Desk-Based Assessment (Wessex Archaeology Ref: 86310.01)
- Tree Survey and Tree Constraints Plan (Devon Tree Services Ref: 12.067.2.TCP)
- Drawing Number 12.067.2.TCP (Tree Constraints Plan)
- Design and Access Statement
- Drawing Number 12712.L.0101 REV. B (Location Plan)

Received on 13 February 2013

- Planning Statement (PCL – January 2013)

Received on 7 August 2013

- Stage 1 Road Safety Audit (Ref: SA1315)

Received on 30 October 2013

- Cirl Bunting Interim Report (SLR Ref: 422-04488-00001)

Received on 6 November 2013

- Cirl Bunting Survey Data (SLR Ref: 422.04488.00001)

Received on 8 November 2013

- Drawing Number 01 REVISION D (Roundabout Details)
- Drawing Number 003 REVISION C (Dennis Trident II Bus Swept Path)

REASON: In order to ensure compliance with the approved drawings.

5. Notwithstanding Condition 4 a revised tree constraints plan shall be submitted with the appropriate reserved matters application.

REASON: To safeguard protected trees on and adjacent to the site.

6. No development shall be carried out unless a Construction Management Plan has been first submitted to and approved in writing by the Local Planning Authority. The Construction Management Plan shall specify details of:

- the hours of demolition/construction works (including hours of site deliveries, parking of vehicles of site operatives and visitors);
- loading and unloading of plant and machinery;
- facilities for the storage of plant, machinery and materials used in the construction of the development;

- the erection and maintenance of security hoardings;
- wheel washing facilities;
- measures to control the emission of dust and dirt during construction;
- a scheme for the recycling/disposal of waste resulting from the construction works.

The development shall not be carried out unless in strict accordance with the approved details, unless the Local Planning Authority grants its prior written approval to any variation.

REASON: In the interests of local amenity.

7. No development shall take place until an air quality monitoring scheme to protect nearby residents from dust nuisance and fine particles (PM10), has been submitted to and approved in writing by the Local Planning Authority. The monitoring scheme shall detail the monitoring protocol to be implemented, monitoring locations and trigger levels of unacceptable PM10 and dust emissions from the site. All monitoring results shall be made available to Teignbridge District Council on request. The approved air quality monitoring scheme shall be implemented and completed as development commences

REASON: In the interests of local amenity.

8. No development shall take place until details of a Travel Plan have been submitted to and approved in writing by the Local Planning Authority. The Travel Plan shall include Annual Average Daily Traffic Assessment to identify if the development will significantly change traffic volumes on roads within the Iddesleigh Terrace, Dawlish AQMA.

REASON: In the interests of local amenity.

9. Prior to the commencement of works on site full details of foul and surface water drainage shall be submitted to and approved in writing by the Local Planning Authority. Works shall then proceed in accordance with the approved details.

REASON: To ensure a satisfactory and sustainable surface water drainage system is provided.

10. Prior to the commencement of works on site the following details shall be submitted and approved in writing by the Local Planning Authority:

- design calculations and percolation tests for surface water management proposals;
- design details/calculations for off-site surface water discharge with a copy of the discharge consent and construction consent from the approving authorities.

Prior to first occupation on site the following details shall be submitted and approved in writing by the Local Planning Authority:

- maintenance agreements and details of the designated persons/management company responsible for the maintenance of the surface water system to the point of discharge;
- a copy of the maintenance schedule and details of all surface water drainage adoption agreements

REASON: To ensure a satisfactory and sustainable surface water drainage system is provided and maintained to serve the development.

11. Full details of the on-site open space, including a timetable for its delivery and a management/maintenance plan shall be submitted with the relevant reserved matters applications.

REASON: To ensure that an appropriate level of on-site open space is provided and maintained.

12. Full details of existing ground levels, proposed ground levels and all slab and finished floor levels shall be submitted with the relevant reserved matters applications.

REASON: In the interests of local amenity.

13. Prior to the commencement of works on site full details showing the termination of the proposed roads, footpaths and cycle ways at the boundary of the site shall be submitted to and approved in writing by the Local Planning Authority. Works shall then proceed in accordance with the approved details.

REASON: To ensure the comprehensive development of the wider plan allocation and in the interests of delivering a well connected sustainable development.

14. Prior to the commencement of development details of estate roads, cycle ways, footways, footpaths, verges, junctions, street lighting, sewers, drains, retaining walls, service routes, surface water outfall, road maintenance/vehicle overhang margins, embankments, visibility splays, accesses, car parking and street furniture shall be submitted to and approved in writing by the Local Planning Authority. Works shall then proceed in accordance with the approved details.

REASON: In the interest of visual amenity, highways safety and in the interest of delivering a well connected sustainable development.

15 All of the highways works set out in Conditions 13 and 13, along with the site access and roundabout detailed in Drawing Number 01 REVISION D shall be completed in accordance with the approved details prior to first occupation or in accordance with an implementation plan which shall first have been submitted to and approved in writing by the Local Planning Authority.

REASON: In the interest of highway safety and to ensure the timely delivery of essential infrastructure.

16. Prior to the commencement of development a plan outlining a parking strategy for the site shall be submitted for approval. The parking shall be provided in accordance with the approved strategy and shall thereafter be so maintained.

REASON: To ensure the provision of sufficient car parking within the development in the interests of highway safety.

17. Prior to the commencement of development, details of a strategy for the erection of features for breeding birds, to be provided within the site (including an implementation programme), shall be submitted to and approved in writing by the Local Planning Authority. The features shall be provided in accordance with the approved details and shall thereafter be so maintained.

REASON: To protect and enhance the habitat birds.

18. The development shall not be carried out otherwise than in strict accordance with a Public Art Scheme, to include details of implementation, which has been submitted to and approved in writing by the local planning authority prior to the commencement of the development.

REASON: In the interests of visual amenity.

INFORMATIVES:

In accordance with paragraphs 186 and 187 of the National Planning Policy Framework the Council has worked in a positive and pro-active way and has imposed planning conditions to enable the grant of planning permission.

Further details relating to this planning application, including the approved plans and the Committee Report, can be found on the Council's website at [www.teignbridge.gov.uk/planningonline](http://www.teignbridge.gov.uk/planningonline)

Dated:

Business Manager – Strategic Place

## TEIGNBRIDGE DISTRICT COUNCIL

### Notes to accompany Decision Notices

**Building Regulations** - This decision is not a decision under the Building Regulations and the applicant should ensure that all necessary approvals for the same proposal and same plans are obtained before commencing any work on the site. See [www.devonbuildingcontrol.gov.uk](http://www.devonbuildingcontrol.gov.uk) for further information.

**Discharge of Conditions** – If your application has been approved with conditions then any pre-commencement conditions must be discharged before work starts. The fee to discharge conditions is per request, not per condition, and it is therefore more cost effective to discharge all conditions at once. Listed Building Consents and Conservation Area Consents are exempt from fees. See [www.teignbridge.gov.uk/planningapply](http://www.teignbridge.gov.uk/planningapply) and follow the links to 'Planning Application Forms' then 'Existing Permissions'

**Amending your permission (only applies to planning permissions)** – If you want to change some details of your planning permission and it is a very small change you can apply for a Non Material Amendment. Larger changes may need a Variation of Condition application to amend the plans condition or a new Planning Application. See [www.teignbridge.gov.uk/planningapply](http://www.teignbridge.gov.uk/planningapply) and follow the links to 'Planning Application Forms' then 'Existing Permissions'

**Adherence to approved plans/conditions** - Failure to adhere to the details of the approved plans or to comply with the conditions contravenes the Town and Country Planning Act 1990 and enforcement action may be taken.

#### **Right of Appeal**

If you are aggrieved by a decision to refuse permission or to grant it subject to conditions you can appeal to the Planning Inspectorate at Temple Quay House, 2 The Square, Temple Quay, Bristol BS1 6PN or online at [www.planning.portal.gov.uk/planning/appeals](http://www.planning.portal.gov.uk/planning/appeals). Appeals must be made on the correct form relating to the type of application you submitted. Information provided as part of the appeal process will be published online. Only the applicant has the right of appeal. In some circumstances the Planning Inspectorate may refuse to consider an appeal.

#### **Planning Appeals** (Section 78 of the Town and Country Planning Act 1990).

Appeals relating to householder applications must be made within 12 weeks of the date of this notice. All other planning appeals must be made within 6 months of the date of this notice.

#### **Certificate of Lawfulness Appeals** (Section 195 of the Town and Country Planning Act 1990)

There is no time limit for submission of an appeal.

#### **Listed Building Consent or Conservation Area Consent Appeals** (Section 20 of the Planning (Listed Building and Conservation Areas) Act 1990).

Appeals must be made within six months of the date of this notice.

#### **Advertisement Consent Appeals** (Regulation 17 of the Town and Country Planning (Control of Advertisements) Regulations 2007).

Appeals must be made within 8 weeks of the date of this notice.

#### **Purchase Notices**

If the Local Planning Authority or the Planning Inspectorate refuses permission to develop land or grants it subject to conditions, the owner may claim that he can neither put the land to a reasonably beneficial use in its existing state nor render the land capable of a reasonably beneficial use by carrying out of any development which has been or would be permitted.

In these circumstances, the owner may serve a purchase notice on the Council requiring them to purchase his interest in the land in accordance with the provisions of Part VI of the Town and Country Planning Act 1990.

#### **Disabled Persons**

Where any planning permission granted relates to buildings or premises to which the public are to be admitted (whether on payment or otherwise) or to premises in which persons are employed to work, your

attention is drawn to Sections 4, 7 and 8a of the Chronically Sick and Disabled Persons Act, 1970 and to the British Standards Institutions Code of Practice for Access for the Disabled to Buildings.

## THIRD SCHEDULE

### The Owners' covenants with the Council

The Owners covenant with the Council as follows:

#### **1 Affordable Housing**

- 1.1 30% of the Dwellings shall be provided as Affordable Dwellings and depending on need up to but not more than 5% of the Affordable Dwellings shall be constructed so as to be wheelchair accessible. The Affordable Dwellings shall be constructed to the HCA Scheme Development Standard and as a minimum level 3 of the Code for Sustainable Homes. Where the total number of Affordable Dwellings to be provided includes part of a whole number then the number of Affordable Dwellings shall be rounded up where the part of the whole number is 0.5 or more and shall be rounded down where the part of the whole number is less than 0.5.
- 1.2 The Owners shall not Commence Development on any part of the Site until it has submitted to the Council for approval the Affordable Housing Units Layout and Mix Plan and once approved in writing by the Council the Affordable Dwellings shall be provided in accordance with the Affordable Housing Units Layout and Mix Plan.
- 1.3 70% of the Affordable Dwellings shall be provided as Affordable Rented Housing and 30% of the Affordable Dwellings shall be provided as Intermediate Affordable Housing. Where the total number of Affordable Dwellings to be provided as Affordable Rented Housing and/or Intermediate Affordable Housing (as the case may be) includes part of a whole number then the number of Affordable Dwellings to be provided as Affordable Rented Housing and/or Intermediate Affordable Housing (as the case may be) shall be rounded up where the part of the whole number is 0.5 or more and shall be rounded down where the part of the whole number is less than 0.5.
- 1.4 Not to Occupy more than 50% of the Open Market Dwellings without transferring to an AHP 50% of the Affordable Dwellings on such terms and subject to existing encumbrances reservations and the imposition of such covenants as may be agreed between the First Owner and the AHP with the intention that the Affordable Dwellings shall at all times be occupied and managed by and in accordance with the aims and objects of the AHP.
- 1.5 Not to Occupy more than 75% of the Open Market Dwellings without transferring to an AHP all the Affordable Dwellings on such terms and subject to existing encumbrances reservations and the imposition of such covenants as may be agreed between the First Owner and the AHP with the intention that the Affordable Dwellings shall at all times be occupied and managed by and in accordance with the aims and objects of the AHP.
- 1.6 Once the First Owner has transferred any interest in the Affordable Dwellings to the AHP the Owners shall bear no liability for ensuring that this intention is achieved or that the AHP complies with the following obligations.



1.7 The AHP shall upon completion of the transfer of the Affordable Dwellings and at all times subsequently allocate each Affordable Dwelling to a person who is considered by the AHP to be in need of such accommodation and who in the opinion of the AHP is unable to afford other accommodation in the locality suitable to the needs of himself and his household and who:

1.7.1 has immediately prior to such allocation been resident within the parish of Dawlish; or

1.7.2 has a strong local connection with the parish of Dawlish

and in seeking to allocate the Affordable Dwellings under this paragraph 1.7 the AHP shall (but without limiting its wider discretion in this regard) consider

1.7.3 family associations of such person or persons in the parish of Dawlish;

1.7.4 any periods of ordinary residence of such person or persons in the parish of Dawlish not immediately before the date upon which any Affordable Dwelling becomes vacant; and/or

1.7.5 whether such person or persons has to have permanent employment in Dawlish;

1.8 If the AHP is unable to allocate any of the Affordable Dwellings in the manner referred to in paragraph 1.7 above within 20 Working Days then the AHP shall allocate any such Affordable Dwelling by applying the procedures contained in paragraph 1.7 above but in lieu of the reference therein to the parish of Dawlish there shall be substituted references to the surrounding parishes and/or towns.

1.9 If the AHP is unable to allocate any of the Affordable Dwellings in the manner referred to in paragraphs 1.7 and 1.8 above within a further period of 20 Working Days then the AHP shall subject to the provisions of paragraphs 1.10 and 1.11 below allocate any such Affordable Dwelling to a person or persons ("nominee") nominated by the Manager for Housing for the time being of the Council from the Council's list of persons of priority housing need within its administrative area provided that the AHP shall have the right to reject such nominee if one of the following criteria is met:

1.9.1 the nominee has no housing need as defined within the criteria for preference within the Housing Act 1996 (as amended by the Homelessness Act 2002)

1.9.2 the nominee is not a suitable tenant as defined within the criteria of the AHP's allocations and lettings policy

1.9.3 in the case of an Affordable Dwelling to be let on a shared ownership lease the nominee does not have sufficient cash or income to purchase the required equity share

and the AHP has the right (whilst acting reasonably at all times in respect of each nomination) to reject the nominee by giving notice to the Council and such notice shall state reasons for the rejection and the Council shall have the right to nominate an alternative person.

1.10 In the circumstances set out in paragraph 1.11 below the AHP shall be released from the obligation under paragraph 1.9 above and shall be entitled to allocate any vacant Affordable Dwelling to any person who is considered by the AHP to be in need of such accommodation and who is resident in the district of Teignbridge or has a strong local connection with the district of Teignbridge or failing that within the county of Devon.

1.11 The circumstances referred to in paragraph 1.10 above are the following:

1.11.1 if no nomination is made by the Manager for Housing within 10 working days of notification by the AHP of a vacancy

1.11.2 if a nomination has been made by the Manager for Housing and the nominee has failed either:

(a) if the Dwelling is being made available on a shared ownership lease to exchange contracts for the grant of the shared Ownership lease within a 6 week period or

(b) in any other case to complete a tenancy agreement or lease within a 7 day period

and it is agreed that in these circumstances the Manager for Housing may not make a second nomination.

1.12 Upon any disposal by the AHP of the freehold reversion of any Affordable Dwelling in respect of which a shared ownership lease has been granted there shall be included in the transfer a covenant on the part of the purchaser in favour of the AHP that the said purchaser will not dispose of the said Affordable Dwelling (other than by way of mortgage or charge) without first offering to convey the Affordable Dwelling to the AHP at open market value.

1.13 The planning obligations and other provisions contained in paragraph 1 of this Third Schedule shall not apply:

1.13.1 to any mortgagee or chargee of the Affordable Dwellings nor to any receiver appointed by any such mortgagee or chargee to the intent that any such mortgagee chargee or receiver may deal with or dispose of any dwelling or dwellings comprising the Affordable Dwellings free from the said obligations and on the basis that any person deriving title through or under such mortgagee chargee or receiver shall not be bound by any of the said obligations nor

1.13.2 to any tenant of any rented dwelling comprised in the Affordable Dwellings who exercises any right to acquire his dwelling (or any interest in it) or acquires the said rented dwelling pursuant to any

voluntary sales policy of his landlord and nor to any person deriving title through or under such tenant nor

1.13.3 to any person holding a shared ownership lease of any dwelling comprised in the Affordable Dwellings from time to time in the event that such person exercises any right to staircase which may be included in such shared Ownership lease and such leaseholder acquires a 100% leasehold or freehold interest in the relevant dwelling and nor to any person deriving title through or under such leaseholder.

1.14 The mortgagee or chargee shall prior to seeking to dispose of the Affordable Dwellings pursuant to any default under the terms of its mortgage or charge give prior written notice ("Chargee's Notice") to the Council of its intention to dispose and:

1.14.1 in the event that the Council responds within two months from receipt of the Chargee's Notice indicating that arrangements for the transfer of the Affordable Dwellings can be made in such a way as to safeguard them as Affordable Housing and to secure repayment of all sums outstanding under the mortgage or charge (including all accrued principal monies, interest and reasonable and proper costs and expenses in connection with the mortgage or charge) then the mortgagee or chargee shall co-operate with such arrangements and use its reasonable endeavours to secure such transfer

1.14.2 if the Council does not serve its response to the Chargee's Notice served under paragraph 1.14.1 within the two months then the mortgagee or chargee shall be entitled to dispose of the Affordable Dwelling free of the restrictions set out in paragraph 1 of this Third Schedule

1.14.3 if the Council or any other person cannot within three months of the date of the Chargee's Notice secure such transfer then provided that the mortgagee or chargee shall have complied with its obligations under this paragraph 1.14 the mortgagee or chargee shall be entitled to dispose of the Affordable Dwelling free of the restrictions set out in paragraph 1 of this Third Schedule.

1.15 Any Grant Funding element of any capital receipts generated by the exercise of a right referred to in paragraph 1.12 above shall be recycled in accordance with the procedure set out in the Housing Corporation Capital Funding Guide (or such similar guide as may exist from time to time) and the AHP making such provision shall furnish the Council with such evidence as the Council shall reasonably require to show how that receipt has been spent.

## **2. Air Quality Contribution**

2.1 Prior to the Occupation of any Dwelling the First Owner shall pay 50% of the Air Quality Contribution to the Council.

- 2.2 Prior to occupation of 50% of the Dwellings the First Owner shall pay the remaining 50% of the Air Quality Contribution to the Council
- 2.2 The Owners shall not permit Occupation of any Dwelling until 50% of the Air Quality Contribution has been paid to the Council nor permit Occupation of more than 50% of the Dwellings until all of the Air Quality Contribution has been paid

### **3. Cirl Bunting Habitat Contribution**

- 3.1 When the First Owner submits the Reserved Matters Application it shall notify the Council whether it elects to pay the Cirl Bunting Contribution or provide the Cirl Bunting Habitat on Site or elsewhere. If the First Owner elects to pay the Cirl Bunting Contribution it shall:
  - 3.2 Prior to the Occupation of any Dwelling the First Owner shall pay the Cirl Bunting Habitat Contribution to the Council.
  - 3.3 The First Owner shall not permit Occupation of any Dwelling until the Cirl Bunting Habitat Contribution has been paid to the Council.
  - 3.5 If the First Owner elects to provide the Cirl Bunting Habitat then prior to the Commencement of Development it shall submit the Cirl Bunting Habitat Management Plan to the Council for approval (such approval not to be unreasonably withheld or delayed) and once the Cirl Bunting Habitat Management Plan has been approved the Cirl Bunting Habitat shall be provided in perpetuity in accordance with those agreed details.
  - 3.6 For the avoidance of doubt the Cirl Bunting Habitat shall be provided prior to the Occupation of the first Dwelling.

### **4. Exe Estuary SPA and Dawlish Warren SAC Contribution**

- 4.1 Prior to the Occupation of any Dwelling the First Owner shall pay the Exe Estuary SPA and Dawlish Warren SAC Contribution to the Council.
- 4.2 The First Owner shall not permit Occupation of any Dwelling until the Exe Estuary SPA and Dawlish Warren SAC Contribution has been paid to the Council in full.

### **5. Open Space and Recreation**

#### Active Recreation

- 5.1 Prior to the Occupation of 25% of the Dwellings the First Owner shall pay 50% of the Active Recreation Contribution to the Council.
- 5.2 Prior to the Occupation of 50% of the Dwellings the First Owner shall pay the remaining 50% of the Active Recreation Contribution to the Council.

- 5.3 The First Owner shall not permit Occupation of more than 25% of the Dwellings until 50% of the Active Recreation Contribution has been paid to the Council nor permit Occupation of more than 50% of the Dwellings until all of the Active Recreation Contribution has been paid to the Council.

#### Indoor Sports Contribution

- 5.4 Prior to the Occupation of 25% of the Dwellings the First Owner shall pay 50% of the Indoor Sports Contribution to the Council.
- 5.5 Prior to the Occupation of 50% of the Dwellings the First Owner shall pay the remaining 50% of the Indoor Sports Contribution to the Council.
- 5.6 The First Owner shall not permit Occupation of more than 25% of the Dwellings until 50% of the Indoor Sports Contribution has been paid to the Council nor permit Occupation of more than 50% of the Dwellings until all of the Indoor Sports Contribution has been paid to the Council.

#### Children and Young People's Space Contribution

- 5.7 Prior to the Occupation of 25% of the Dwellings the First Owner shall pay 50% of the Children and Young People's Space Contribution to the Council.
- 5.8 Prior to the Occupation of 50% of the Dwellings the First Owner shall pay the remaining 50% of the Children and Young People's Space Contribution to the Council.
- 5.9 The First Owner shall not permit Occupation of more than 25% of the Dwellings until 50% of the Children and Young People's Space Contribution has been paid to the Council nor permit Occupation of more than 50% of the Dwellings until all of the Children and Young People's Space Contribution has been paid to the Council.

#### Formal and Informal Green Space and Parks

- 5.10 When the First Owner submits the Reserved Matters Application it shall notify the Council whether it elects to pay the Formal and Informal Green Space and Parks Contribution or provide the Formal and Informal Green Space and Parks on Site or elsewhere on DA2.
- 5.11 If the First Owner elects to pay the Formal and Informal Green Space and Parks Contribution, it shall pay:
- 5.11.1 50% of the Formal and Informal Green Space and Parks Contribution prior to Occupation of 25% of the Dwellings; and
  - 5.11.2 the remaining 50% of the Formal and Informal Green Space and Parks Contribution prior to Occupation of 50% of the Dwellings.
- 5.12 The First Owner shall not permit Occupation of more than 25% of the Dwellings until 50% of the Formal and Informal Green Space and Parks

Contribution has been paid to the Council nor permit Occupation of more than 50% of the Dwellings until all of the Formal and Informal Green Space and Parks Contribution has been paid to the Council.

- 5.13 If the Owner elects to provide the Formal and Informal Green Space and Parks on the Site or elsewhere on DA2 or DA6 then provisions 5.14 to 5.18 shall apply.
- 5.14 The First Owner shall not cause or permit the Occupation of any Dwelling unless or until the Formal and Informal Green Space and Parks Specification has been submitted to and approved by the Council (such approval not to be unreasonably withheld or delayed).
- 5.15 The First Owner shall not cause or permit the Occupation of more than 50% of the Dwellings unless and until the Formal and Informal Green Space and Parks Management Scheme has been submitted to and approved by the Council.
- 5.16 The First Owner shall not cause or permit the Occupation of more than 50% of the Dwellings unless or until the Formal and Informal Green Space and Parks has been laid out in accordance with the Formal and Informal Green Space and Parks Specification.
- 5.17 Once the Formal and Informal Green Space and Parks has been completed pursuant to paragraph 5.16 above the First Owner shall:
- 5.17.1 maintain and manage (or procure the maintenance and management of) the Formal and Informal Green Space and Parks in accordance with the Formal and Informal Green Space and Parks Specification and the Formal and Informal Green Space and Parks Management Scheme to the reasonable satisfaction of the Council;
- 5.17.2 keep the Formal and Informal Green Space and Parks available for public use (free of charge) in perpetuity PROVIDED THAT the First Owner shall be entitled temporarily to restrict access to the Formal and Informal Green Space and Parks or to part or parts thereof from time to time in so far as is reasonably necessary for the following purposes:
- (i) maintenance or repair of any part of the Formal and Informal Green Space and Parks or equipment installed thereon;
  - (ii) maintenance or repair of any part of the Site or any building constructed thereon;
  - (iii) for the purpose of laying service installations or to maintain repair renew replace inspect and cleanse the same;
  - (iv) for one day a year to prevent the accrual of third party rights;
  - (v) any other purpose which is first approved by the Council in writing.

## Management Entity

5.18 If required by the approved Formal and Informal Green Space and Parks Management Scheme, prior to parting with the ownership or possession of any part of the Formal and Informal Green Space and Parks the First Owner shall:

5.18.1 establish or engage the services of a Management Entity;

5.18.2 procure that there is included in each transfer deed of the freehold interest in each of the Dwellings:

(i) a requirement that each transferee shall pay a reasonable service charge to meet the costs of the Management Entity of managing and maintaining the Formal and Informal Green Space and Parks; and

(ii) a requirement that the Management Entity and its successor in title to the Formal and Informal Green Space and Parks will manage and maintain the Formal and Informal Green Space and Parks to the reasonable satisfaction of the Council.

## 6. SANGS

6.1 Subject to the provisions of paragraphs 6.2 – 6.4 below the First Owner shall pay to the Council:

(a) the SANGS Acquisition & Capital Contribution within 14 days of the Commencement of Development

(b) the SANGS Maintenance & Management Contribution in two equal instalments with the first instalment payable on the second anniversary of Commencement of Development and then the remaining instalment payable on the third anniversary of Commencement of Development.

### SANGS Provision alternative

6.2 The First Owner shall not be required to pay the SANGS Acquisition & Capital Contribution or the SANGS Maintenance & Management Contribution if the Council has not acquired the SANGS detailed in DA7 or other area of SANGS determined by the Council by the date of Commencement of Development and the Owner applies for and obtains the Council's approval under paragraph below.

6.3 In the circumstances set out in paragraph 6.2 above the First Owner may prior to commencement of the Development submit details of a site on which it proposes to provide SANGS and obtain the Council's approval of those details such approval not to be unreasonably withheld or delayed.

6.4 If the First Owner obtains the Council's approval to provide the SANGS the First Owner covenants with the Council not to occupy any Dwellings unless:

- (a) the First Owner has at its own expense provided the SANGS on a site in accordance with the details submitted to and approved by the Council; and
- (b) the First Owner or other land owner as relevant has entered into a deed pursuant to Section 106 of the Act and delivered the deed to the Council in which all freeholders leaseholders and proprietors of a financial charge in respect of the relevant SANGS site covenant to the Council that from the completion of Development they shall comply with the following obligations in respect of the SANGS (unless otherwise agreed in writing with the Council):
  - (i) such interest holders shall manage and maintain that SANGS at their own expense in perpetuity;
  - (ii) such SANGS will be open to the public on each day of the year in perpetuity (subject to the provisions in (iii) to (v) below) ;
  - (iii) temporary closure of that SANGS is permitted in cases of emergency or a security or safety risk to any person or property or a health risk;
  - (iv) temporary closure of that SANGS is permitted for maintenance repair improvements or renewal cleaning or other necessary works;
  - (v) occasional temporary closure of that SANGS is permitted for not more than one day per year to assert rights or proprietorship preventing public or private rights from coming into being by means of prescription or any other process of law (together with any other reasonable measures including the erection of signs);

**Settlement of Account(s)**

- 7. In the event of the Owners failing to settle any account or accounts that may be properly and duly rendered to the Owners within 14 days of despatch to the Owners the sum due shall accrue Interest.



## **FOURTH SCHEDULE**

### **The Owners' covenants with the County Council**

#### **1. Education Contribution**

- 1.1 The Owner shall pay 50% of the Education Contribution to the Council prior to Occupation of the first Dwelling.
- 1.2 The Owner shall pay the remaining 50% of the Education Contribution to the Council prior to Occupation of 25% of the Dwellings or within 12 months of payment of the first 50% of the Education Contribution, whichever is the earlier.
- 1.3 The Owner shall not permit Occupation of any Dwelling until 50% of the Education Contribution has been paid nor permit Occupation of more than 25% Dwellings until the Education Contribution has been paid in full.

#### **2. Cycleway Contribution**

- 2.1 The First Owner shall pay 50% of the Cycleway Contribution to the Council prior to Occupation of 25% of the Dwellings.
- 2.2 The First Owner shall pay the remaining 50% of the Cycleway Contribution to the Council within 18 months of payment of the first 50% of the Cycleway Contribution.
- 2.3 The First Owner shall not permit Occupation of more than 25% of the Dwellings until 50% of the Cycleway Contribution has been paid nor permit Occupation of more than 75% of the Dwellings until the Cycleway Contribution has been paid in full.

#### **3. Public Transport Contribution**

- 3.1 The First Owner shall pay 50% of the Public Transport Contribution to the Council prior to Occupation of more than 25% of the Dwellings.
- 3.2 The First Owner shall pay the remaining 50% of the Public Transport Contribution to the Council within 18 months of payment of the first 50% of the Public Transport Contribution.
- 3.3 The First Owner shall not permit Occupation of more than 25% of the Dwellings until 50% of the Public Transport Contribution has been paid nor permit Occupation of more than 75% of the Dwellings until the Public Transport Contribution has been paid in full.

#### **4. Travel Vouchers**

- 4.1 Prior to the Commencement of Development the First Owner shall submit to and obtain the written approval of the County Council to the Travel Pack which shall be provided to the first Occupiers of each Dwelling and once

written consent from the County Council is received the First Owner shall produce and provide the Travel Pack to the first Occupiers of each Dwelling, within 14 days of Occupation.

**5 Settlement of Account(s)**

- 5.1 In the event of the First Owner failing to settle any account or accounts that may be properly and duly rendered to the First Owner within 14 days of despatch to the First Owner the sum due shall accrue Interest.

## FIFTH SCHEDULE

### The Council's covenants with the Owners

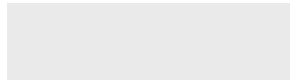
- 1 The Council hereby covenants with the Owners to use the contributions for the for the purposes specified in this Deed for which they are to be paid.
- 2 The Council covenants with the Owners that it will re-pay to the person who paid the relevant contribution such amount of which have not been spent or committed to be spent in accordance with the provisions of this Deed within ten years of the date of receipt by the Council of the full amount of such contribution together with interest at 1% below the Authority's Bank's base rate from time to time for the period from the date of payment to the date of refund.
- 3 If requested by the Owners in writing within the three months before or twelve months after the expiry of the ten year period as referred to in paragraph 2 above the Council shall provide to the Owners such evidence as the Owners shall reasonably require in order to confirm the expenditure of the Active Recreation Contribution, the Air Quality Contribution, the Children and Young People's Space Contribution, the Cirl Bunting Habitat Contribution, the Exe Estuary SPA and Dawlish Warren SAC Contribution, the Formal and Informal Green Space and Parks Contribution, the Indoor Sports Contribution and the SANGS Acquisition & Capital and Maintenance & Management Contributions and the Open Space and Recreation Contribution.

## SIXTH SCHEDULE

### The County Council's covenants with the Owners

- 1 The County Council hereby covenants with the Owners to use the contributions for the purposes specified in this Deed for which they are to be paid.
- 2 The County Council covenants with the Owners that it will re-pay to the person who paid the relevant contribution such amount of which have not been spent or committed to be spent in accordance with the provisions of this Deed within five years of the date of receipt by the County Council of the full amount of such contribution together with interest at 1% above the base rate of Barclays Bank Plc for the period from the date of payment to the date of refund.
- 3 If requested by the Owners in writing within the three months before or twelve months after the expiry of the 5 year period as referred to in paragraph 2 above the County Council shall provide to the Owners such evidence as the Owners shall reasonably require in order to confirm the expenditure of the Education Contribution, the Cycleway Contribution and the Public Transport Contribution.

EXECUTED AS A DEED by  
**TEIGNBRIDGE DISTRICT COUNCIL**  
affixing its COMMON SEAL in the  
presence of:

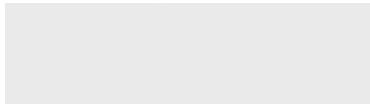


Authorised Officer



14523

EXECUTED AS A DEED by  
**DEVON COUNTY COUNCIL**  
affixing its COMMON SEAL in the  
presence of:

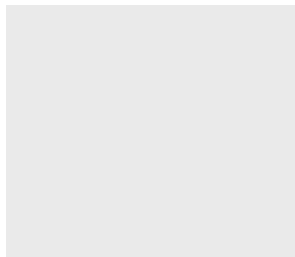
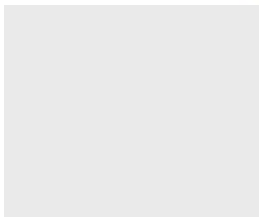


Authorised Officer



Document Number 45499

SIGNED as a DEED by  
**GATEHOUSE PARK DEVELOPMENTS LIMITED**  
acting by its Company Secretary and  
a Director or by two Directors



SIGNED as a DEED by  
**FARM DEVELOPMENTS LIMITED**  
acting by its Company Secretary and  
a Director or by two Directors

