

DATED

3 August

2015

(1) TEIGNBRIDGE DISTRICT COUNCIL

AND

(2) SIBELCO UK LIMITED

PLANNING OBLIGATION BY DEED OF
AGREEMENT UNDER SECTION 106 OF
THE TOWN AND COUNTRY PLANNING
ACT 1990

Relating to the development and land east
of Old Exeter Road, Kingsteignton, Devon
known as Newcross

*Notices
P.13*

IM, irwinmitchell
solicitors

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THIS PLANNING OBLIGATION BY DEED OF AGREEMENT is made on 3 August 2015

BETWEEN:

- (1) **TEIGNBRIDGE DISTRICT COUNCIL** of Forde House, Brunel Road, Newton Abbot TQ12 4XX ("Council"); and
- (2) **SIBELCO UK LIMITED** (Company no 00578631) of Brookside Hall, Congleton Road, Sandbach, Cheshire CW11 4FT ("Owner")

BACKGROUND

- A The Council is the local planning authority for the purposes of the Act for the area in which the Site is situated.
- B The Owner is the freehold owner of the Site registered at the Land Registry under title numbers DN497542 and DN257629.
- C The Owner is the freehold owner of the Abbrooks Site being part of land registered at the Land Registry under title number DN497663.
- D The Owner submitted the Application to the Council for planning permission for the Development.
- E The Parties have agreed to enter into this deed in order to secure the planning obligations contained in this deed with the intention the obligations contained in this deed may be enforced by the Council against the Owner and its successors in title.
- F The Council has resolved to grant the Planning Permission subject to the prior completion of this deed.

IT IS AGREED:

OPERATIVE PART

1 DEFINITIONS

- 1.1 For the purposes of this deed the following expressions shall have the following meanings:

"**Abbrook and Sawmills Site**" means the land to the north side of the Exeter Road, Kingsteignton as shown edged blue on Plan 2;

"**Abbrook and Sawmills Development**" means the future residential development of the Abbrook and Sawmills Site;

"**Act**" means the Town and Country Planning Act 1990 (as amended);

"**Adapted Dwellings**" means 5% of the Affordable Housing Units which shall be provided as dwellings suitable for occupation by households which include a person who has a physical disability and/or a need for a wheelchair access and provided in accordance with paragraph 11 of Part 2 of Schedule 3;

"**Affordable Housing**" is defined in Annex 2 of the NPPF and means social rented, affordable rented and intermediate housing, provided to eligible households whose needs are not met by the market and, for the purposes of this deed, shall comprise of one or a combination of the following: Affordable Rented Housing Units and Intermediate Housing Units;

"Affordable Housing Units" means 20% of the total number of Dwellings to be constructed on the Site as part of the Development which are to be provided as Affordable Housing in accordance with the Affordable Housing Scheme and Schedule 3 of this deed and **"Affordable Housing Unit"** shall be construed accordingly;

"Affordable Rented Housing Unit" means housing owned or managed by a Registered Provider or the Council let to households who are eligible for social rented housing at rents not exceeding 80% of full market rents (inclusive of any service charge) achievable for the dwellings and **"Affordable Rented Housing"** and **"Affordable Rented Housing Units"** shall be construed accordingly;

"Application" means the application for outline planning permission dated 13 February 2014 submitted to the Council for the Development and allocated reference number 15/00455/MAJ;

"Affordable Housing Scheme" means a scheme for the provision of Affordable Housing on the Site submitted to the Council by the Owner prior to the Commencement of Development of any Phase of the Development benefitting from Reserved Matters Approval which identifies the size distribution and mix of the Affordable Housing Units to be within that Phase in accordance with Schedule 3 of this deed and approved by the Council (together with any variation of such scheme agreed in writing from time to time between the Owner and the Council);

"Chargee" means any mortgagee or chargee of the Registered Provider or the owner of any Affordable Dwelling or the successors in title to such mortgagee or charge or any receiver or manager (including an administrative receiver) appointed pursuant to the Law of Property Act 1925;

"Chargee's Duty" means the tasks and duties set out in paragraph 8 of Schedule 3;

"Commencement of Development" means the date on which any material operation (as defined in section 56(4) of the Act) forming part of the Development begins to be carried out other than (for the purposes of this deed and for no other 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, erection of any temporary means of enclosure, the temporary display of site notices or advertisements and **"Commence Development"** shall be construed accordingly;

"Completed" means construction has taken place and the S38/278 agreement maintenance period has commenced;

"Custom Build Dwelling" means a dwelling to be either constructed or commissioned by the person or persons who intend to live in the said dwelling in accordance with Policy WE7 and supporting text of the Local Plan which are to be provided by the Owner in accordance with the provisions of Part 3 of Schedule 3 hereto;

"Cycleway" means the cycleway on the northern side of Old Exeter Road between the points marked B, C and D on the route marked on Plan 3 to be provided in accordance with the specification set out on Plan 3 and in accordance with the provisions of Part 4 of Schedule 3;

"Cycleway Contribution" means the sum of £ 35,000 being a contribution towards funding cycleway improvements to be carried out by Devon County Council between points marked C and D on the route marked on Plan 3 and payable in accordance with the provisions of Part 4 of Schedule 3 of this deed in lieu of the provision of the Cycleway;

"Development" means the residential development of the Site for proposed mixed use development comprising up to 150 residential dwellings, land to facilitate delivery of a primary school, recreational facilities and public open space pursuant to the Planning Permission;

"Dwelling" means any dwelling (which includes the Market Housing Units and the Affordable Housing Units) to be constructed on the Site pursuant to the Planning Permission and **"Dwellings"** shall be construed accordingly;

"HCA" means the Homes and Communities Agency or such other body established under section 81 of the Housing and Regeneration Act 2008 as the national housing and regeneration agency for England and the body responsible for the regulation of social housing providers in England and shall include any successor regulatory body for social housing;

"HCA Scheme Development Standard" means the current minimum Design and Quality Standards of the HCA;

"Index" means the BCIS All in Tender Price Index;

"Intermediate Housing" means Intermediate housing as defined in Annex 2 of the National Planning Policy Framework (March 2012) and which is 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 but not Social Rented Units or Affordable Rented Units);

"Intermediate Affordable Housing Unit" means housing at prices and rents above those of social rent, but below market rents including Shared Ownership Housing Units including shared equity, and other lower cost houses for sale or any similar future initiatives promoted or recognised by the HCA or any successor body and contained within the NPPF and references to **"Intermediate Housing Units"** shall be construed accordingly;

"Local Plan" means the Teignbridge Local Plan 2013 – 2033 adopted on 6 May 2014;

"Manager" means the appointed manager for the relevant service area of the Council;

"Market Housing Unit" means any Dwelling (excluding the Affordable Housing Units and excluding the Adapted Dwellings) which is general market housing for sale on the open market and **"Market Housing Units"** shall be construed accordingly;

"New Permission" means a planning permission authorising the redevelopment of the Site in a manner which would, if such redevelopment were completed, cause the Owner to be in breach of any or all of the provisions contained in this deed;

"NPPF" means the National Planning Policy Framework (March 2012);

"Occupation", "Occupy" and "Occupied" means occupation 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;

"Party" means either the Owner or the Council or their successors in title;

"Phase" means a discrete phase of the Development comprising the area of land which is the subject of a Reserved Matters Application pursuant to the Planning Permission;

"Plan 1" means the plan attached to this deed at Appendix 1;

"Plan 2" means the plan attached to this deed at Appendix 2;

"Plan 3" means the plan [Drawing ref: 0097.105 Rev B] attached to this deed at Appendix 3;

"Planning Permission" means the outline planning permission subject to conditions to be granted by the Council pursuant to the Application in or substantially in the draft form as set out in Schedule 2;

"Practical Completion" means issue of a certificate or statement of practical completion or other means of determining practical completion of the works in question in accordance with the relevant building contract;

"Protected Tenant" means any tenant of the Affordable Housing Units who:

- (i) has exercised the right to acquire pursuant to the Housing Act 1996 or any statutory provision for the time being in force (or any equivalent contractual right) in respect of a particular Affordable Housing Dwelling; or
- (ii) has exercised any statutory right to buy (or any equivalent contractual right) in respect of a particular Affordable Housing Dwelling;
- (iii) has staircased to 100% of the equity within a Shared Ownership Unit;

"Registered Provider" means a registered provider : as defined by the Housing and Regeneration Act 2008 (or as redefined by any amendment replacement or re-enactment of such Act) and registered by the HCA under the provisions of the Housing and Regeneration Act 2008;

"Reserved Matters Application" means an application for reserved matters approval for the construction of Dwellings on the Development (or a Phase thereof) pursuant to the Planning Permission;

"Reserved Matters Approval" means the approval of any detail pursuant to a Reserved Matters Application;

"Shared Ownership Housing Units" means those Affordable Housing Units that will be made available to qualifying persons by way of a Shared Ownership Lease with a Registered Provider;

"Shared Ownership Lease" means a lease in the form of the model shared ownership lease published by the HCA granted to a qualifying person by the Registered Provider on an equity share basis whereby the qualifying person shall pay for the initial percentage in multiples of 25% or such other multiples of percentage of equity share the Registered Provider in conjunction with the Council may require provided that such initial percentage shall not exceed 75% in the first instance and the qualifying person being entitled to purchase the remaining percentage of equity share in further tranches of up to 25%;

"Site" means the land as described in Schedule 1 of this Deed against which this deed may be enforced as shown (for the purposes of identification only) edged red and blue on Plans 1 and 2;

"Social Rented Unit" means housing owned or managed by either the Council or a Registered Provider for which guideline target rents are determined through the National Rent Regime. It may also include rented housing owned or managed by other persons and provided under equivalent rental arrangements to eligible

households as agreed with the Council or the HCA as a condition of grant reference to "**Social Rented Housing Units**" shall be construed accordingly;

"**Transfer**" means the transfer of a freehold interest and the term "**Transferred**" shall be construed accordingly mutatis mutandis; and

"**Working Day**" means any day Monday to Friday (other than Bank or public holidays).

2 CONSTRUCTION OF THIS DEED

- 2.1 Where in this deed reference is made to any clause, paragraph or schedule or recital such reference (unless the context otherwise requires) is a reference to a clause, paragraph or schedule or recital in this deed.
- 2.2 Words importing the singular meaning where the context so admits include the plural meaning and vice versa.
- 2.3 Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed interchangeably in that manner.
- 2.4 Wherever there is more than one person named as a party and where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and severally unless there is an express provision otherwise.
- 2.5 Any reference to an Act of Parliament shall include any modification, extension or re-enactment of that Act for the time being in force and shall include all instruments, orders, plans regulations, permissions and directions for the time being made, issued or given under that Act or deriving validity from it.
- 2.6 References to any party to this deed shall include the successors in title to that party and to any person deriving title through or under that party and in the case of the Council the successors to its statutory functions.
- 2.7 The headings and contents list are for reference only and shall not affect construction.

3 LEGAL BASIS

- 3.1 This deed is made pursuant to section 106 of the Act and Section 111 of the Local Government Act 1972 and Section 1 of the Localism Act 2011.
- 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 against the Owner.

4 CONDITIONALITY

This deed is conditional upon:

- 4.1 The grant of the Planning Permission; and
- 4.2 The Commencement of Development

save for the provisions of clauses 7.1 (legal costs), clause 10 (Change In Ownership), clause 13 (Dispute Provisions), clause 14 (Jurisdiction) and clause 15 (Delivery) which shall come into effect immediately upon completion of this deed.

5 THE OWNER'S COVENANTS

The Owner covenants with the Council as set out in Schedule 3.

6 THE COUNCIL'S COVENANTS

The Council covenants with the Owner as set out in Schedule 4.

7 MISCELLANEOUS

- 7.1 The Owner shall pay to the Council on completion of this deed the reasonable legal costs of the Council incurred in the negotiation, preparation and execution of this deed to a maximum of [•][£[]].
- 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 the agreement, approval, consent or expression of satisfaction is required by the Owner from the Council under the terms of this deed such agreement, approval or consent or expression of satisfaction shall not be unreasonably withheld or delayed and any such agreement, consent, approval or expression of satisfaction shall be given on behalf of the Council by the Manager 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 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. Where this deed is released in part by a future agreement, the Council will place a note against the entry made in the Local Land Charges Register stating which obligations no longer have effect
- 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 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 in respect of which such breach occurs but without prejudice to liability for any subsisting breach arising prior to parting with such interest. Neither the reservation of any rights or the inclusion of any covenants or restrictions over the Site in any transfer of the Site will constitute an interest for the purposes of this clause.
- 7.8 . This deed shall not be enforceable against owner-occupiers or tenants of Dwellings constructed pursuant to the Planning Permission nor against those deriving title from them SAVE FOR the provisions of Schedule 3 Part 2 as it relates to the Affordable Housing Units and Part 4 as it relates to the Cycle Way provisions.
- 7.9 Nothing in this deed shall prohibit or limit the right to develop any part of the Site in accordance with a New Permission or planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this deed.
- 7.10 Nothing contained or implied in this deed shall prejudice or affect the rights discretions powers duties and obligations of the Council under all statutes by-laws statutory instruments orders and regulations in the exercise of their functions as a local authority.

8 TERMINATION

- 8.1 This deed shall cease to have effect (insofar only as it has not already been complied with) if:
- 8.1.1 subject to clause 8.2, the Planning Permission is quashed, revoked or otherwise withdrawn or (without the consent of the Owner) it is modified by any statutory procedure;
 - 8.1.2 the Planning Permission expires prior to the Commencement of Development; or
 - 8.1.3 at any time after the date of this deed, the Council or any other competent authority grants a New Permission under which development is Commenced.
- 8.2 Clause 8.1.1 will not apply in respect of any minor modifications to the Planning Permission or the Development agreed from time to time between the Council and the Owner prior to Commencement of Development.
- 8.3 Where the deed comes to an end under clause 8.1:
- 8.3.1 the Council is to vacate or cancel the entry made in the Local Land Charges register in relation to this deed or otherwise to record the fact that it has come to an end and no longer affects the Site; and
 - 8.3.2 any monies paid under this deed to the Council, with the exception of fees paid under clause 7.1, are to be returned to the party that made the payment within one month of the agreement coming to an end together with interest accrued on the monies from and including the date of payment to and including the date of repayment.

9 WAIVER

No waiver (whether expressed or implied) by the Council (or the Owner) 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 Owner) from enforcing any of the relevant terms or conditions or from acting upon any subsequent breach or default.

10 CHANGE IN OWNERSHIP

The Owner agrees with the Council to give the Council written notice within 14 Working Days of any change in ownership of any of its interests in the Site occurring before all the obligations under this deed have been discharged such notice to give details of the transferee's full name and registered office (if a company or usual address if not) together with the area of the Site or unit of occupation purchased by reference to a plan.

11 INDEXATION AND INTEREST

- 11.1 Any sum payable by the Owner and referred to in Schedule 3 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 acting reasonably.
- 11.2 If any payment due under this deed is paid late, Interest will be payable from the date payment is due to the date of payment.

12 VAT

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

13 DISPUTE PROVISIONS

- 13.1 In the event of any dispute or difference arising between any of the parties to this deed in respect of any matter contained in this deed such dispute or difference shall be referred to an independent and suitable person holding appropriate professional qualifications to be appointed (in the absence of an agreement) by or on behalf of the president for the time being of the professional body chiefly relevant in England with such matters as may be in dispute and such person shall act as an expert whose decision shall be final and binding on the parties in the absence of manifest error and any costs shall be payable by the parties to the dispute in such proportion as the expert shall determine and failing such determination shall be borne by the parties in equal shares.
- 13.2 In the absence of agreement as to the appointment or suitability of the person to be appointed pursuant to clause 13.1 or as to the appropriateness of the professional body then such question may be referred by either part to the president for the time being of the Law Society for him to appoint a solicitor to determine the dispute such solicitor acting as an expert and his decision shall be final and binding on all parties in the absence of manifest error and his costs shall be payable by the parties to the dispute in such proportion as he shall determine and failing such determination shall be borne by the parties in equal shares.
- 13.3 Any expert howsoever appointed shall be subject to the express requirement that a decision was reached and communicated to the relevant parties within the minimum practicable timescale allowing for the nature and complexity of the dispute and in any event not more than 28 Working Days after the conclusion of any hearing that takes place or 28 Working Days after he has received any file or written representation.
- 13.4 The expert shall be required to give notice to each of the said parties requiring them to submit to him within 10 Working Days of notification of his appointment written submissions and supporting material and the other party will be entitled to make a counter written submission within a further 10 Working Days.
- 13.5 The provisions of this clause shall not affect the ability of the Council to apply for and be granted any of the following: declaratory relief, injunction, specific performance, payment of any sum, damages, any other means of enforcing this deed and consequential and interim orders and relief.

14 JURISDICTION

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

15 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.

SCHEDULE 1

Description of the Site

The land east of Old Exeter Road as shown edged red on Plan 1 and being [part of] land registered at the Land Registry under title numbers DN497542 and DN257629 together with land known as Abbrooks and Sawmills being part of land registered at the Land Registry under title number DN497663.

SCHEDULE 2

Form of notice of planning permission

IN CORRESPONDENCE PLEASE QUOTE
APPLICATION REF NO: 15/00455/MAJ

TEIGNBRIDGE DISTRICT COUNCIL
TOWN AND COUNTRY PLANNING ACT, 1990
TOWN AND COUNTRY PLANNING (DEVELOPMENT MANAGEMENT PROCEDURE)
(ENGLAND) ORDER 2015
GRANT OF OUTLINE PLANNING PERMISSION

Agent Mr G Stringer Sibelco
Europe Ltd
Brookside Hall
Sandbach
Cheshire
CW11 4TF
United Kingdom

Agent: Mr S Coles

WYG
Hawkridge House
Chelston Business Park
Wellington
Somerset
TA21 8YA
United Kingdom

Location: KINGSTEIGNTON - Land At Newcross Old Exeter Road
Proposal: Outline - proposed mixed use development comprising up to 150 residential dwellings, land to facilitate delivery of a primary school, recreational facilities and public open space (approval sought for access)

Teignbridge District Council hereby grants outline planning permission to carry out the development described in the application validated on 23 February 2015 subject to the following conditions:

1. Approval of the details of layout, scale and appearance of the school and dwellings and landscaping of the site (hereinafter called "the reserved matters") for each phase of the development shall be obtained from the Local Planning Authority in writing before any development within that phase is commenced.

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

2. Prior to the submission of any applications for approval of details of the access, appearance, landscaping, layout, and scale, (hereinafter called "the reserved matters"), a Phasing Plan shall be submitted to and approved in writing by the local planning authority. Reserved matters applications for each of the phases identified in the approved Phasing Plan shall be submitted to and approved in writing by the local authority before any development in that particular phase begins, and the development shall be carried out as approved.

REASON: To enable the development to be delivered in appropriate phases.

3. Application for approval of reserved matters for the first phase 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.

4. The development hereby permitted 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.

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

Received on 13 February 2015

- Site Location Plan- Drawing numbered A090042[D]drg01
- Chudleigh Road Traffic Calming Plan- Drawing numbered 0097.102 Rev. A
- Site Access- Drawing numbered 0097.104
- Flood Risk Assessment
- Illustrative Site Layout- Drawing numbered A090042[D]drg 03
- Junction 2- Old Exeter Road with Broadway Road alternative Junction Layout
Ghost Island Right Turn Lane- Drawing numbered 0097.103 (from Appendix N of the Newcross Phase 2 & 3 Transport Assessment- December 2014)

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

6. Full details of surface water drainage in accordance with the submitted Flood Risk Assessment shall be submitted to the Local Planning Authority for approval in writing with each reserved matters application. The works shall be carried out in accordance with the approved details unless otherwise agreed in writing by the Local Planning Authority and shall thereafter be so maintained.

REASON: To ensure that the site is drained effectively in the interests of flood prevention.

7. If, during development, contamination not previously identified is found to be present at the site then no further development (unless otherwise agreed in writing with the Local Planning Authority) shall be carried out until the developer has submitted to, and obtained written approval from, the Local Planning Authority for an investigation and risk assessment and, where necessary, a remediation strategy and verification plan detailing how this unsuspected contamination shall be dealt with.

Following completion of measures identified in the approved remediation strategy and verification plan, and prior to occupation of any part of the permitted development, a verification report demonstrating completion of the works set out in the approved remediation strategy and the effectiveness of the remediation shall be submitted to and approved, in writing, by the Local Planning Authority

REASON: To ensure that any unexpected contamination that is uncovered during remediation or other site works is dealt with appropriately.

8. A Construction Environmental Management Plan (CEMP) shall be submitted with each reserved matters application for approval in writing by the Local Planning Authority. Unless otherwise agreed in writing by the Local Planning Authority, the CEMP shall include:

- a summary of work to be carried out;
- description of site layout and access including proposed haul routes and location of site equipment including supply of water for damping down;
- inventory and timetable of all dust generating activities;
- list of dust and emission control methods to be used in accordance with the Institute of Air Quality Management's guidance on the assessment of dust from demolition and construction;
- identification of an authorised responsible person on site for air quality;
- summary of monitoring protocols and agreed procedure for of notification to the local authority Environment & Safety Services Department ;
- a site log book to record details and action taken in response to incidences of the air quality objectives being exceeded and any exceptional incidents; and,
- proposed hours of work (including construction, deliveries and other movements to and from the site).

All vehicles leaving the site must be wheel washed if there is a risk of affecting nearby properties. There should be a paved area between the wheel wash and the main road.

REASON: In the interests of highway safety, air quality and residential 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 Officer's Report, can be found on the Council's website at 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 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 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 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.planningportal.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. In some circumstances the Planning Inspectorate may refuse to consider an appeal.

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

- Householder appeals must be made within 12 weeks of the date of this notice
- Minor Commercial Appeals (minor development solely at ground floor level, of a building currently in Use Classes A1 - 5, not including change of use or change of number of units or increase in floor area) must be made within 8 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.

High Court Challenge/Judicial Review

As there is no third party right of appeal the only route available for an objector to challenge a decision is through the courts. Legal advice should be sought before considering this option.

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.

SCHEDULE 3

Owner's covenants with the Council

The Owner covenants and agrees with the Council as follows:

Part 1

Notification

1. To use all reasonable endeavours to notify the Council as soon as reasonably possible and in any event within 10 Working Days of the following events:
 - 1.1. Commencement of Development on the Site or a Phase (as the case may be); and
 - 1.2. Occupation of the Development or Phase thereof.

Part 2

Affordable Housing

1. 20% of the total number of Dwellings shall be provided as Affordable Housing Units. The Affordable Housing Units shall be constructed to the HCA Scheme Development Standard. Where the total number of Affordable Housing Units to be provided includes part of a whole number then the number of Affordable Housing Units 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
2. Not to Commence Development on any Phase until it has submitted to the Council for approval the Affordable Housing Scheme for that Phase and once approved in writing by the Council the Affordable Housing Units shall be provided in accordance with the Approved Affordable Housing Scheme for that Phase.
3. 70% of the Affordable Housing Units shall be provided as Affordable Rented Housing and 30% of the Affordable Housing Units shall be provided as Intermediate Housing. Where the total number of Affordable Housing Units 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 Housing Units to be provided as Affordable Rented Housing and/or Intermediate 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
4. The Owner shall provide Affordable Housing in accordance with the Affordable Housing Scheme and in connection therewith:
 - 4.1 no more than 50% (fifty per cent) of the Market Housing Units in the relevant Phase shall be Occupied prior to the transfer of 50% (fifty per cent) of the Affordable Housing Units in that Phase to a Registered Provider; and
 - 4.2 no more than 85% (eighty five per cent) of the Market Housing Units in the relevant Phase shall be Occupied prior to the transfer of 100% (one hundred per cent) of the Affordable Housing Units in that Phase to a Registered Provider.

Provided always that any Transfer of Affordable Housing to a Registered Provider shall be together with the grant of rights over all access roads and footpaths services and conducting media serving the Affordable Housing.

5. To give notice(s) in writing to the Council:

- 5.1 upon the grant of any legal interest in any Affordable Housing Unit; and
- 5.2 of the expected date of Occupation of fifty per cent (50%) of the Market Housing Units at least three weeks prior to such expected date and thereafter upon any revision of such expected date and upon actual date of Occupation of fifty per cent (50%) of the Market Housing Units; and
- 5.3 of the expected date of Occupation of eighty five (85%) of the Market Housing Units at least three weeks prior to such expected date and thereafter upon any revision of such expected date and upon actual date of Occupation of eighty five per cent (85%) of the Market Housing Units,

and to promptly provide to the Council, upon receipt of a written request, a written progress report specifying the number of Affordable Housing Units that have been Completed and/or Occupied and the number of Market Housing Units that have been Completed and/or Occupied.

- 6 Subject to paragraph 7 of this Schedule from the date the Affordable Housing Units are ready for Occupation they shall not be used other than for Affordable Housing save that this obligation shall not be binding on:
 - 6.1 any Protected Tenant or any mortgagee or chargee of the Protected Tenant or any person deriving title from the Protected Tenant or any successor in title thereto and their respective mortgagees and chargees; or
 - 6.2 any Chargee provided that the Chargee shall have first complied with the Chargee's Duty set out in paragraph 7 of this Schedule;
 - 6.3 any purchaser from a mortgagee of an individual Affordable Housing Units pursuant to any default by the individual mortgagor.
- 7 The Chargee shall prior to seeking to dispose of the Affordable Housing Units pursuant to any default under the terms of its mortgage or charge shall give not less than three months' prior notice to the Council of its intention to dispose and:
 - 7.1 in the event that the Council responds within two months from receipt of the notice indicating that arrangements for the transfer of the Affordable Housing Units can be made in such a way as to safeguard them as Affordable Housing then the Chargee shall co-operate with such arrangements and use its best endeavours to secure such a transfer;
 - 7.2 if the Council does not serve its response to the notice served under paragraph 7.1 within two months then the Chargee shall be entitled to dispose free of the restrictions set out in this Schedule;
 - 7.3 if the Council or any other person cannot within three months of the date of service of its response under paragraph 7.1 secure such transfer then provided that the Chargee shall have complied with its obligations under paragraph 7.1 the Chargee shall be entitled to dispose free of the restrictions set out in this Schedule.

Provided that at all times the rights and obligations in this paragraph 7 shall not require the Chargee to act contrary to its duties under the charge or mortgage and that the Council must give full consideration to protecting the interest of the Chargee in respect of moneys outstanding under the charge or mortgage.

- 8 If a Registered Provider holding a legal interest in an Affordable Housing Unit reasonably expects to cease and/or ceases to be accredited or approved by the HCA (or its equivalent successor body) that Registered Provider:

- 8.1 shall provide prompt written notice to the Council upon becoming aware of the date upon which it reasonably expects to cease to be accredited or approved; and
- 8.2 shall provide immediate written notice to the Council upon the date of the cessation of accreditation or approval; and
- 8.3 shall transfer its legal interest in any Affordable Housing Unit to another Registered Provider subject to the provisions of this deed.

9 If a Registered Provider serves a valid notice in pursuance to paragraph 8.1 or 8.2 that Registered Provider may dispose of its legal interest in any Affordable Housing Units subject to any subsisting leases and the terms of this deed but otherwise free from the terms of paragraph 8.3 above and thereupon the provisions of paragraph 8.3 above shall become null and void but only in respect of any Affordable Housing Units to which legal interest has been transferred provided that:

- 9.1 the Registered Provider provides written notice to the Council that confirms it is seeking a purchaser of its legal interest in those Affordable Housing Units also specified in the notice; and
- 9.2 the Registered Provider thereafter uses best endeavours to sell and transfer its legal interest in the Affordable Housing Units to a new Registered Provider subject to the terms of this deed including the terms of this paragraph 9 at a price equal to its market value taking into account the existence of the deed; and
- 9.3 the Registered Provider evidences to the Council's reasonable satisfaction that the Registered Provider is using its best endeavours to sell and transfer its legal interest in the Affordable Housing Units to a new Registered Provider in pursuance to paragraph 9.2; and
- 9.4 at least six months have elapsed since the Council is deemed to have received the notice referred to at paragraph 9.1 above and a contract for the disposal of the Registered Provider's legal interest in the Affordable Housing Units has not been exchanged with a new Registered Provider (or completion has not been effected where there is to be no exchange of contracts).

10 **Transfer of Affordable Housing**

10.1 The Registered Provider shall upon completion of the Transfer of the Affordable Housing Units and at all times subsequently allocate each Affordable Housing Unit to a person who is considered by the Registered Provider to be in need of such accommodation and who in the opinion of the Registered Provider is unable to afford other accommodation in the locality suitable to the needs of himself and his household and who:

10.1.1 has immediately prior to such allocation been resident within the parish of Kingsteington; or

10.1.2 has a strong local connection with the parish of Kingsteington,

and in seeking to allocate the Affordable Housing Units under this paragraph 10 the Registered Provider shall (but without limiting its wider discretion in this regard) consider:

10.1.3 family associations of such person or persons in the parish of Kingsteington;

10.1.4 any periods of ordinary residence of such person or persons in the parish of Kingsteington not immediately before the date upon which any Affordable Housing Unit becomes vacant; and/or

10.1.5 whether such person or persons has to have permanent employment in Kingsteington.

10.2 If the Registered Provider is unable to allocate any of the Affordable Housing Units in the manner referred to in paragraph 10.1 above within 20 Working Days then the Registered Provider shall subject to the provisions of paragraphs 10.3 and 10.4 below allocate any such Affordable Housing Unit 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 Registered Provider shall have the right to reject such nominee if one of the following criteria is met:

10.2.1 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);

10.2.2 the nominee is not a suitable tenant as defined within the criteria of the Registered Provider's allocations and lettings policy;

10.2.3 in the case of an Affordable Housing Unit 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 Registered Provider 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.

10.3 In the circumstances set out in paragraph 10.4 below the Registered Provider shall be released from the obligation under paragraph 10.2 above and shall be entitled to allocate any vacant Affordable Housing Unit to any person who is considered by the Registered Provider 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.

10.4 The circumstances referred to in paragraph 10.3 above are the following:

10.4.1 if no nomination is made by the Manager for Housing within 10 Working Days of notification by the Registered Provider of a vacancy;

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

10.4.2.1 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 six week period; or

10.4.2.2 in any other case to complete a tenancy agreement or lease within a seven day period,

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

10.5 Upon any disposal by the Registered Provider of the freehold reversion of any Affordable Housing Unit 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 Registered Provider that the said purchaser will not dispose of the said Affordable Housing Unit (other than by way of mortgage or charge) without first offering to convey the Affordable Housing Unit to the Registered Provider at open market value.

11 Adapted Dwellings

- 11.1 5% of the Affordable Housing Units provided across the Development shall be provided as Adapted Dwellings in accordance with the provisions of this Part of Schedule 3, Where the total number of Adapted Dwellings to be provided includes part of a whole number then the number of Adapted 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;
- 11.2 No more than 75% of the Open Market Dwellings on a Phase shall be Occupied until the Adapted Dwelling(s) on that Phase, if any, have been transferred to one or more Registered Provider and have been constructed to Practical Completion and made available for Occupation unless otherwise agreed by the Manager in writing

Part 3

Custom Build Dwellings

1. Notwithstanding the provision of Affordable Housing on the Site, a number equal to 5% of the total number of Dwellings permitted on the Site as part of Reserved Matters Approvals for the Development shall be delivered as Custom Build Dwellings in accordance with the provisions of this Part 3 of Schedule 3, Where the total number of Custom Build Dwellings to be provided includes part of a whole number then the number of Custom Build 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.
2. The Custom Build Dwellings shall be provided on the Abbrook and Sawmills Site as part of the Abbrook and Sawmills Development in accordance with the requirements of any planning permission authorising the Abbrook and Sawmills Development.

Part 4

Cycleway obligations

The Owner covenants with the Council as follows:

- 1 No Occupation of the 100th or subsequent Dwellings shall take place until either:
 - 1.1 The Cycleway between points B and C has been constructed and Completed by the Owner; and
 - 1.2 The Cycleway has been constructed between points C and D or The Cycleway Contribution has been paid to the Council.

SCHEDULE 4

Council's Covenants

1 Issue of Planning Permission

The Council hereby covenants with the Owner to issue the Planning Permission on completion of this deed and in any event within seven Working Days of the date hereof.

2 Repayment of contributions

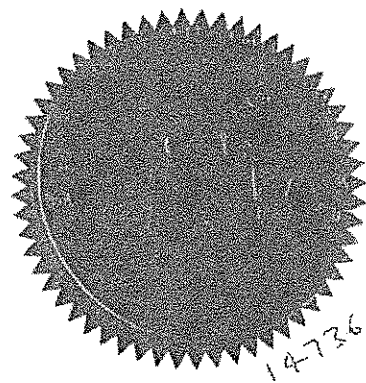
2.1 Save as otherwise provided in this schedule, the Council hereby covenants with the Owner to use all sums received from the Owner under the terms of this deed for the purposes specified in this deed for which they are to be paid and for no other purpose;

2.2 The Council covenants with the Owner that it will pay to the Owner such amount of any payment made by the Owner to the Council under this deed which has not been expended in accordance with the provisions of this deed (and money shall be deemed to be expended if the Council has properly entered into a contract for the expenditure of the money for the purpose for which it is paid which is reasonably likely to result in the fulfilment of that purpose) within five years of the date of receipt by the Council of such payment together with interest for the period from the date of payment to the date of refund (and for the purposes of this paragraph only, the term "Owner" shall not include successors in title).

3 Discharge of obligations

At the written request of the Owner the Council shall provide written confirmation of the discharge of the obligations contained in this agreement when satisfied that such obligations have been performed.

EXECUTED as a DEED by affixing the)
COMMON SEAL of)
TEIGNBRIDGE DISTRICT COUNCIL)
Was hereunto affixed to this deed in the)
In the presence of.....)



.....
Director AUTHORIZED OFFICER

.....
Director/Secretary

EXECUTED as a DEED by)
SIBELCO UK LIMITED)
acting by)

.....
Director

.....
Director/Secretary

APPENDIX 1

Plan 1 – the Site



PLAN 1

WFO 1001



Site's Eutopic
 Assessment Programme
 Site location plan

01

15/00455

13

KEY

Site boundary

Other site elements
 outside



Scale 1:1000
 APPROVED
 2004/03/01
 1000/03/01

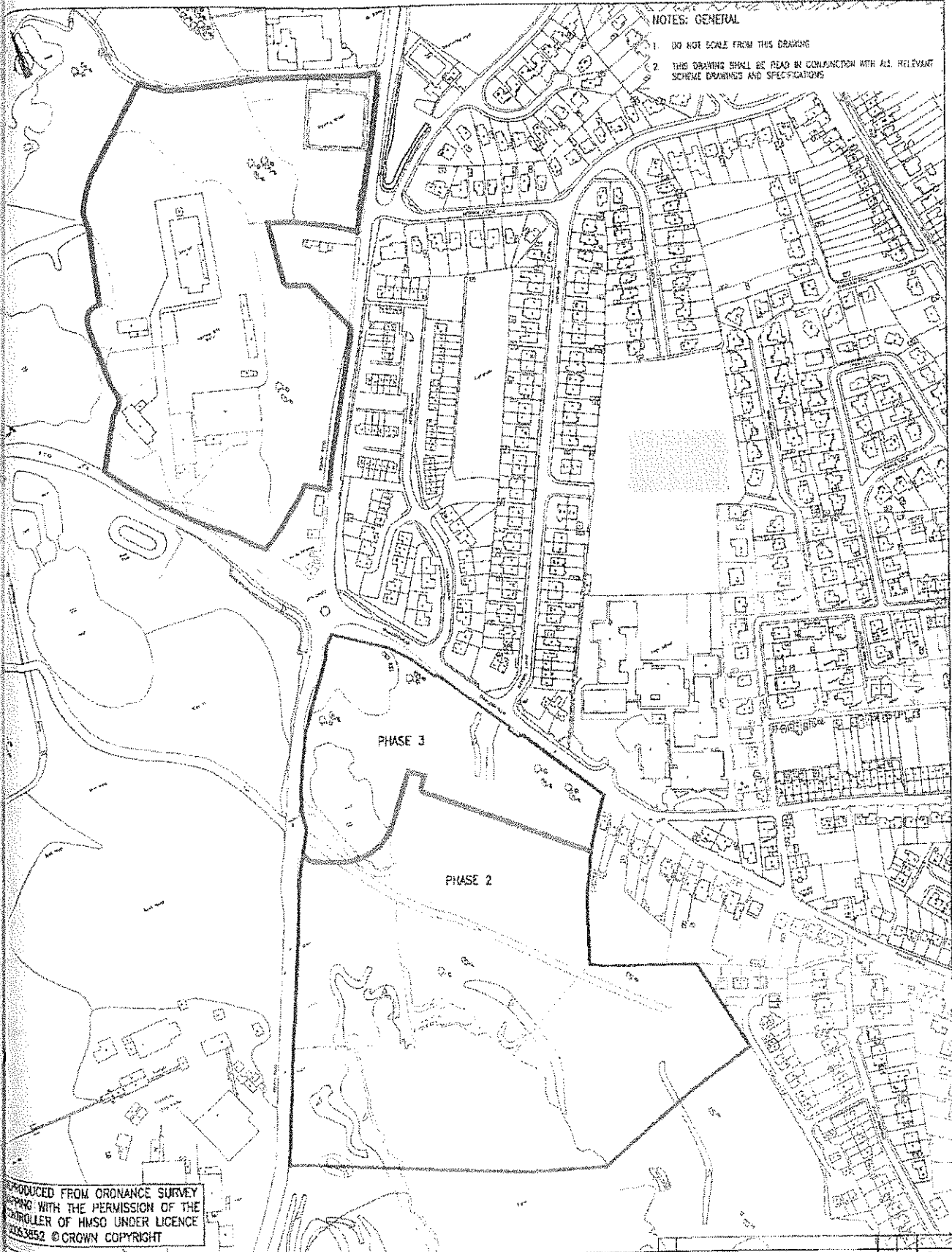
APPENDIX 2

Plan 2 – Abbrook and Sawmills Site

PLAN 2

NOTES: GENERAL

1. DO NOT SCALE FROM THIS DRAWING
2. THIS DRAWING SHALL BE READ IN CONJUNCTION WITH ALL RELEVANT SCHEME DRAWINGS AND SPECIFICATIONS



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Horizon
 CONSULTING ENGINEERS
 100 Phase, Hafford Court, Salford Road, Exeter EX2 8PL
 www.horizon-ec.co.uk

SIBELCO
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AS PER
NEWCROSS PHASE 2 & 3
KINGSTEIGNTON, DEVON
 RETAINED LAND
PLAN 2

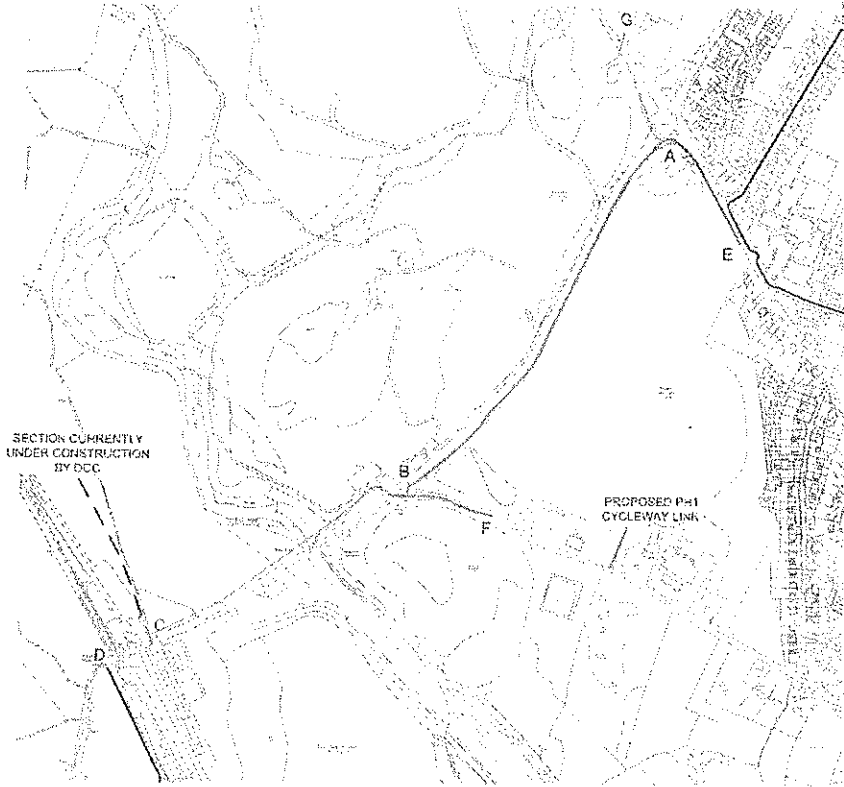
Rev	Description	Drn	Chk	Date
REVISIONS				
Preliminary	18.07.15	Approval	Tender	Contd.
DRAWING STATUS				
REV	JULY '15	APP	CHK	DATE
0097.908		JT		
		REV	SCALE	BY
			1:2500	GAJ

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APPENDIX 3

Plan 3 – Cycleway drawing

FOR THE DEVELOPMENT OF
ADVISORY CYCLE ROUTE



SECTION CURRENTLY
UNDER CONSTRUCTION
BY DCC

EXISTING SECTION OF
OFF ROAD CYCLEWAY
(ROUTE 20)

PROPOSED PH1
CYCLEWAY LINK

NOTES: GENERAL

1. DO NOT SCALE FROM THE DRAWING
2. ALL DIMENSIONS GIVEN ARE AS UNLESS OTHERWISE STATED OTHERWISE
3. THIS DRAWING SHALL BE READ IN CONJUNCTION WITH ALL RELEVANT LEGAL DOCUMENTS AND SPECIFICATIONS
4. ALLotted RIGHTS ARE SHOWN AND SUBJECT TO LAND OWNERS' CONSENTS

KEY:

- PHASE 1 SECTION CURRENTLY UNDER CONSTRUCTION BY ADCC (ROUTE 20)
- SECTION TO BE CONSTRUCTED BY ADCC WITH FUTURE ROAD CROSSING UNDER (PH - 1)
- SECTION TO BE CONSTRUCTED BY ADCC AS DIVERTED FUTURE ROAD TO BE ADDED (PH - 2)
- SECTION TO BE CONSTRUCTED BY ADCC WITH FUTURE ROAD CROSSING (PH - 3)
- SECTION OF OLD BRIDGE ROAD ALIGNED TO BE CONSTRUCTED TO OFF ROAD CYCLEWAY (PH - 4)
- PROPOSED PHASE LINK TO THE BEARSDEN CYCLE ROUTE VIA APPROXIMATE ROUTE (PH - 5)



NEWCROSS PHASE 2 & 3
KINGSTEINGTON, DEVON
CYCLEWAY ROUTES
EXISTING / UNDER CONSTRUCTION / PROPOSED

1	INDICATIVE ROUTE B - PHASE 2 TO BE UNDER CONSTRUCTION BY ADCC (ROUTE 20)	01	01/04/15
2	INDICATIVE ROUTE C - ALTERNATIVE	02	01/04/15
3	INDICATIVE ROUTE D - ALTERNATIVE	03	01/04/15
4	INDICATIVE ROUTE E - ALTERNATIVE	04	01/04/15
5	INDICATIVE ROUTE F - ALTERNATIVE	05	01/04/15
6	INDICATIVE ROUTE G - ALTERNATIVE	06	01/04/15
REVISED			
DRAWING STAGE			
DATE	BY	CHECKED	DATE
FEB 15	JT		
PROJECT NO.	0037.105	SCALE	1:5000 @ A3

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