

Dated 22nd February 2013

(1) TEIGNBRIDGE DISTRICT COUNCIL

(2) DEVON COUNTY COUNCIL

(3) R M W BATT ING

(4) EAGLE ONE HOMES LIMITED

PLANNING OBLIGATION BY AGREEMENT

UNDER SECTION 106 OF THE TOWN AND COUNTRY PLANNING ACT 1990

relating to land west of A380 (Besigheim Way), Penns Mount

Vicarage Hill, Kingsteignton

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THIS AGREEMENT is made the 22nd day of February two thousand and thirteen
BETWEEN:

- (1) TEIGNBRIDGE DISTRICT COUNCIL of Forde House Brunel Road Newton Abbot Devon ("the Council")
- (2) DEVON COUNTY COUNCIL of County Hall, Topsham Road, Exeter, Devon, EX2 4QD ("the County Council")
- (3) ROSEMARY MARJORIE WINIFRED BATTING of Ware Barton, Kingsteignton, TQ12 3QQ ("the Owner")
- (4) EAGLE ONE HOMES LIMITED (company number 1965376) of Pallatine House, Matford Court, Exeter EX2 8NL ("the Developer")

WHEREAS :-

- (A) The Owner is the owner of the Land
- (B) The Developer has the benefit of an option relating to the Land dated 17 May 2010
- (C) The Council is the Local Planning Authority for the purposes of the Act for the area within which the Land is situate
- (D) The County Council is the Education Authority and the Highway Authority and also a Local Planning Authority for the purposes of the Act for the area within which the Land is situate
- (E) On 1 October 2012, the Council resolved to grant the Permission subject to conditions and the completion of a s.106 Agreement
- (F) The parties have agreed to enter into this Deed in order to discharge all previous s.106 Agreements which apply to the Land and to secure the planning obligations contained herein

NOW THIS DEED WITNESSETH as follows:-

- 1 This Agreement is a planning obligation for the purposes of Section 106 of the Town and Country Planning Act 1990 (as amended by the Planning and Compensation Act 1991 and any subsequent legislation) and all other enabling powers
- 2 In this Agreement unless the context otherwise requires:-
 - 2.1 "Act" means Town and Country Planning Act 1990 (as amended by the Planning and Compensation Act 1991 and any subsequent legislation)
 - 2.2 "Adjacent Land" means the land shown edged blue on the Plan
 - 2.3 "Affordable Dwelling" means each Dwelling to be disposed of either as an Intermediate Dwelling or a Rental Dwelling

- 2.4 **"Affordable Housing"** means rented and intermediate housing provided to specified eligible households whose needs are not met by the market and which housing meets the needs of eligible households and which shall (subject to the provisions of this Agreement) remain at an affordable price for further eligible households
- 2.5 **"Affordable Housing Scheme"** means a scheme for the provision of Affordable Housing which secures the provision by a Registered Provider of a number of Affordable Dwellings as determined in accordance with Schedule 1 such scheme to identify:
- 2.5.1 The specification (which shall include those Affordable Dwellings which are to be constructed as wheelchair accessible) location layout and phasing of construction of the Affordable Dwellings
- 2.5.2 The mix of house types and anticipated tenure of the Affordable Dwellings
- 2.5.3 The identity of the Registered Provider
- 2.6 **"Affordable Rent Dwelling"** means an Affordable Dwelling let by a Registered Provider at a rent (including any service charges) not to exceed 80% of the rent that could be reasonably obtained for a similar dwelling not subject to any occupation restrictions on the open market
- 2.7 **"Air Quality Contribution"** means a financial contribution in the sum of £50 (fifty pounds) per Dwelling towards the cost of monitoring air quality within the immediate vicinity of the Land and developing and implementing measures to mitigate the impact of the Development on air quality
- 2.8 **"Application"** means the outline planning application to develop the Land for up to 250 dwellings, public open space, community orchard/garden and associated infrastructure (approval sought for means of access) submitted to the Council on 31 May 2012 and accorded reference number 12/01737/MAJ
- 2.9 **"Commencement of Development"** means the carrying out on the Land of any material operation pursuant to the Permission (material operation having the meaning ascribed to it under section 56(4) of the Act provided that the Development shall not be deemed to have commenced by the carrying out of any site clearance, demolition work, archaeological investigations, investigations for the purpose of assessing ground conditions, remedial or remediation work in respect of any contamination mines or mine workings or other adverse ground conditions, pegging out or marking out operations, construction of the site access, ecological translocation works, erection of any temporary means of enclosure, the temporary display of site notices or advertisements, survey, sampling, inspections or archaeological works or work involving soil investigations or the erection of any boundary fences or hoardings as a preliminary to the commencement of the Development)
- 2.10 **"Community Orchard"** means an area of land of no less than 2,832 m² (the exact size and location of which shall be agreed between the Owner and the Council)

- 2.11 **"Cycleway Contribution"** means a financial contribution in the sum of £50,000 (fifty thousand pounds) towards the cost to the County Council of upgrading the cycleway between Passage House and Hackney Marsh
- 2.12 **"Cycleway Land"** means that part of the land to the east of the A380 shown edged dark blue and hatched black on the plan marked "Cycleway Plan" comprised in the cycleway for which the County Council obtains planning permission
- 2.13 **"Development"** means the development of the Land pursuant to the Permission
- 2.14 **"Dwelling"** shall mean each of the dwellings to be constructed on the Land pursuant to the Permission
- 2.15 **"District"** means the electoral area of Teignbridge District Council
- 2.16 **"HCA"** means the Homes and Communities Agency of 110 Buckingham Palace Road Victoria London SW1W 9SA or any successor in function
- 2.17 **"Highway Contribution"** means a contribution of £500,000 (five hundred thousand pounds) towards the cost to the County Council of constructing the South Devon Link Road
- 2.18 **"Indicative Affordable Housing Mix"** means a mix of dwelling sizes which is broadly in accordance with the mix set out in Schedule 2
- 2.19 **"Indoor Leisure Contribution"** means a financial contribution towards the cost to the Council of providing and/or enhancing indoor leisure facilities within a 6 mile radius of the Land in the sum of £626.27 per Dwelling
- 2.20 **"Intermediate Dwellings"** means each Affordable Dwelling to be disposed of by way of a shared ownership lease (or such other mechanism for delivering intermediate housing as may be approved by the Council) granted by a Registered Provider pursuant to Schedule 1
- 2.21 **"Land"** means land west of A380 (Besigheim Way), Penns Mount, Vicarage Hill, Kingsteignton shown for identification purposes edged red on the Plan
- 2.22 **"Monitoring Fee"** means a fee of £500.00 (five hundred pounds) payable by the Owner to the Council in order to provide the Council with the necessary resources required to efficiently manage monies received under the terms of this Deed and to ensure that the covenants set out herein are satisfied and to monitor and record compliance with this Deed
- 2.23 **"Occupation"** means residential occupation 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
- 2.24 **"Open Market Dwelling"** means each Dwelling being offered for sale or rent on the open market without occupancy restriction and being all those Dwellings which are not Affordable Dwellings

- 2.25 "Open Market Value" means the price that a willing purchaser would be willing to pay on the open market for the Dwelling if this Agreement had not been completed
- 2.26 "Open Space" means:
- 2.26.1 an area or areas of publicly accessible open space totalling no less than 859.5 m² of equipped play space and no less than 4297.5 m² of park space in such location(s) as may be approved by the Council pursuant to condition 11 of the Permission; and
- 2.26.2 the Community Orchard
- 2.27 "Open Space Specification" means details for the provision of the Open Space and its future maintenance
- 2.28 "Permission" means the outline planning permission granted pursuant to the Application
- 2.29 "Phase" means a phase of the Development comprising the area of land which is the subject of an application for Reserved Matters Approval
- 2.30 "Plan" means the plan appended hereto
- 2.31 "Playing Field Contribution" means a financial contribution towards the cost to the Council of providing and/or enhancing playing field provision within a 3 mile radius of the Land in the sum of £605.64 per Dwelling
- 2.32 "Primary Education Contribution" means a financial contribution towards the cost to the County Council of providing or enhancing primary education facilities within the catchment area of the Land which shall be calculated as follows:

$$(A \times 0.25) = N$$

$$(N \div 0.25) \times \text{£}3,332 = \text{Primary Education Contribution relating to the relevant Phase}$$

Where:

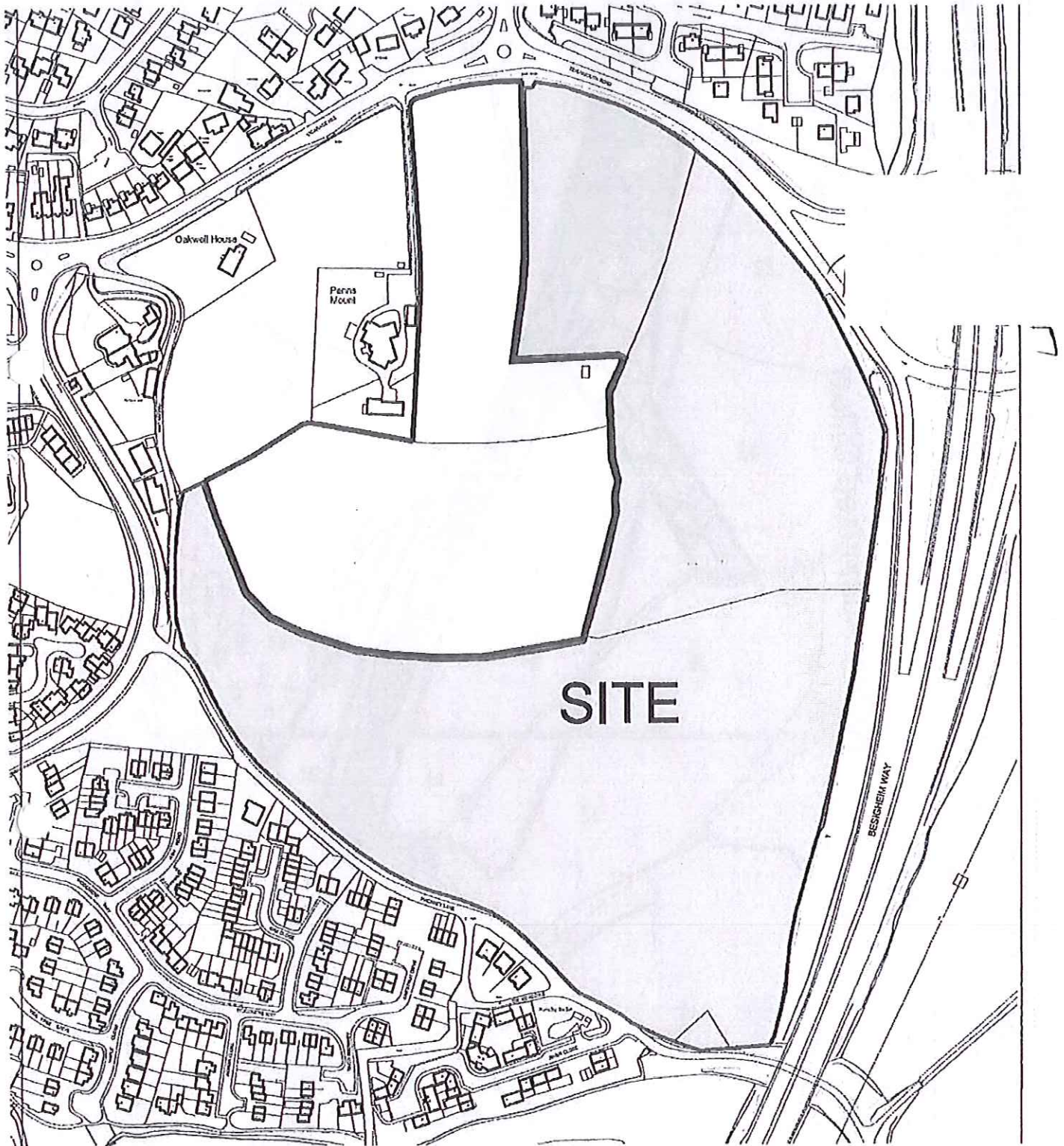
A = the total number of Dwellings in any particular Phase

N = Number pupils generated by the relevant Phase

PROVIDED THAT the Primary Education Contribution shall not be payable in respect of the first 34.25 pupils generated by the Development taken as a whole AND FURTHER PROVIDED for the avoidance of doubt that the maximum payment for the whole Development based on 250 Dwellings shall not exceed £376,516 (three hundred and seventy six thousand five hundred and sixteen pounds)

- 2.33 "Protected Tenant" means any tenant who:

A Duly Authorised Officer



REGISTRY

DN 121122

1/2 200 1/2

Scale 1:2500

© Crown copyright

DISTRICT TIGHTRIDGE

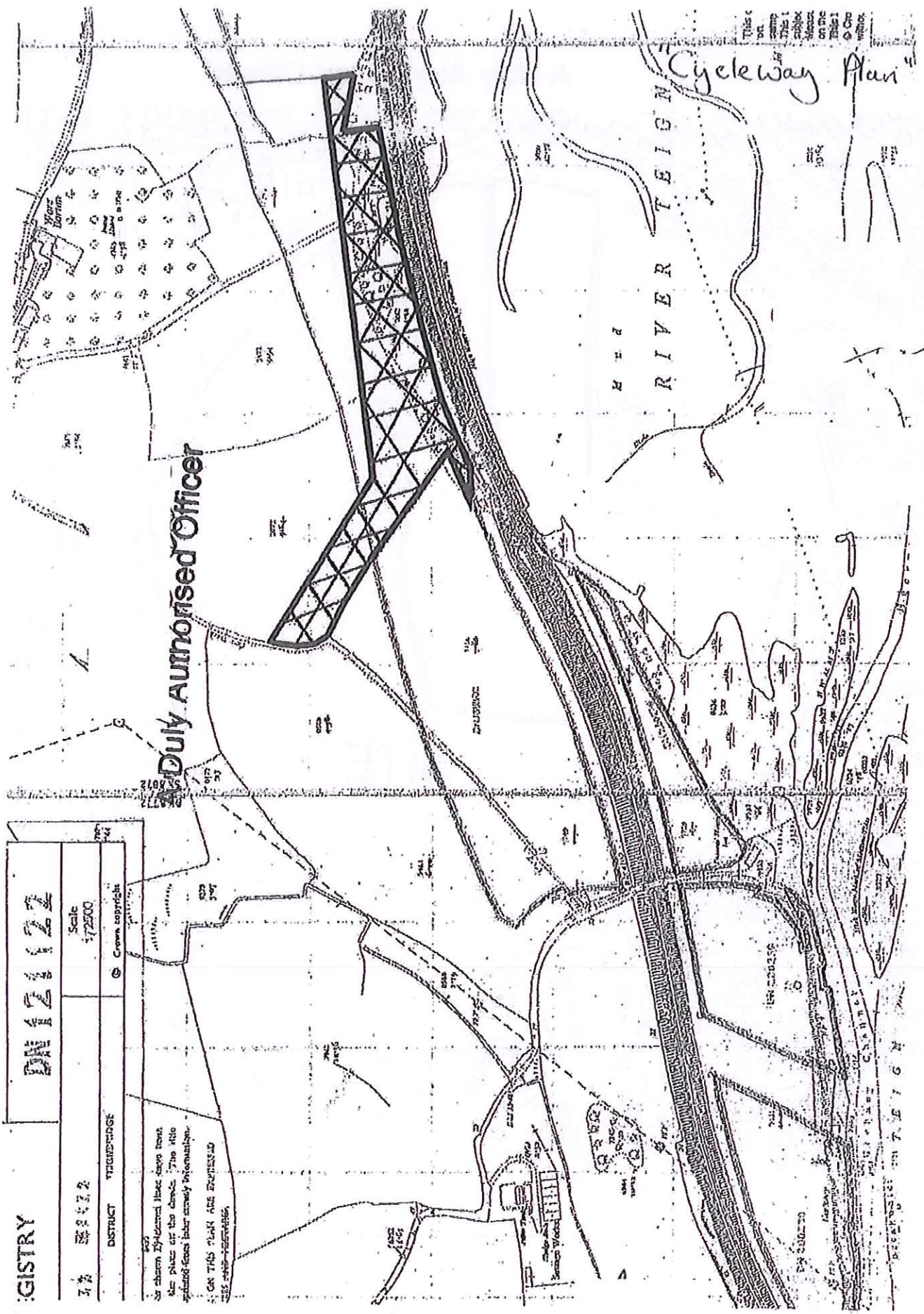
or shown by dotted lines have been taken from the plans at the time. The title is subject to the usual conditions of sale.

ON THIS PLAN ARE SHOWN THE

Duly Authorised Officer

"Cycleway Plan"

RIVER T E I G N



This is a copy of the original plan. It is not to be used for any other purpose.



- 2.33.1 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 Dwelling; or
 - 2.33.2 has exercised any statutory right to buy (or any equivalent contractual right) in respect of a particular Affordable Dwelling; or
 - 2.33.3 has been granted a lease of a Intermediate Dwelling and has subsequently purchased from the Registered Provider all the remaining equity so that the tenant owns the entire Intermediate Dwelling
- 2.34 **"Registered Provider"** means a social landlord registered in the register maintained by the HCA under Section 1 of the Housing Act 1996 or a non-profit provider of social housing registered pursuant to the Housing and Regeneration Act 2008 or such other body as may be approved by the Council
- 2.35 **"Rental Dwelling"** means each Affordable Dwelling which is to be disposed of by way of tenancy at a rent not exceeding the HCA's target rent for the time being granted by a Registered Provider in accordance with Schedule 1 or an Affordable Rent Dwelling
- 2.36 **"Self Build Plots"** means at least eight (8) no. plots to be used for housing built or commissioned by individuals (or groups of individuals) from a builder or contractor, for their own occupation
- 2.37 **"Strong Local Connection"** means a strong local connection to the relevant area and in determining whether someone has a strong local connection the Registered Provider shall consider:
- 2.37.1 family associations of such person or persons to people resident in the relevant area
 - 2.37.2 any periods of ordinary residence of such person or persons in the relevant area not immediately before the date upon which any Affordable Dwelling becomes vacant and/or;
 - 2.37.3 whether such person or persons has permanent employment or the offer or permanent employment in the relevant area
- 2.38 **"South Devon Link Road"** means the new A380 South Devon Link Road (also known as the Kingkerswell Bypass) being proposed to be constructed and completed by the County Council which received approval from the Department from Transport in May 2012
- 2.39 **"Working Day"** means any Monday to Friday (other than Bank or public holidays)
- 2.40 the singular shall include the plural
- 2.41 the male gender shall include the female gender

- 2.42 references to any parties shall include the successors in title of that party
- 2.43 where a party includes more than one person any obligation of that party shall be joint and several
- 2.44 references to clauses and schedules are references to clauses and schedules in this Agreement

3 Legal Basis

This Agreement is entered into by the Owner the Developer the Council and the County Council pursuant to Section 106 of the Town and Country Planning Act 1990 and all other powers enabling the Council in that regard and subject to the provisions of Section 106A and 106B of the Act is intended to run with the Land and to be binding on successive owners the Land

4 The Planning Obligation

The Owner covenants with the Council and the County Council as follows:

Affordable Housing

- 4.1 to observe and perform the planning obligations set out in Schedule 1 PROVIDED THAT once an Affordable Dwelling or the land on which an Affordable Dwelling is to be constructed has been transferred to a Registered Provider the Owner (in this context only the term Owner does not include a Registered Provider successor in title) shall bear no liability for ensuring that the Registered Provider complies with the Affordable Housing Scheme or the provisions of this Agreement which shall be enforced directly against the Registered Provider

Open Space

- 4.2 Not to cause or permit the Occupation of any Dwelling comprised in a particular Phase unless or until the Open Space Specification for the relevant Phase has been submitted to and approved by the Council (such approval not to be unreasonably withheld)
- 4.3 To provide the Open Space comprised in any particular Phase in accordance with the Open Space Specification prior to the Occupation of 50% of the Dwellings in the relevant Phase and to thereafter maintain or procure the maintenance of the Open Space in accordance with the Open Space Specification or any revision thereof as may be agreed between the Owner and the Council
- 4.4 Not to cause or permit the Occupation of more than 50% of the Open Market Dwellings in any Phase unless the Indoor Leisure Contribution in respect of that Phase has been paid to the Council
- 4.5 To pay the Playing Field Contribution to the Council in the following instalments:
- 4.5.1 25% of the Playing Field Contribution prior to Commencement;

- 4.5.2 25% of the Playing Field Contribution prior to the Occupation of the first Open Market Dwelling;
- 4.5.3 25% of the Playing Field Contribution prior to Occupation of 50% of the Open Market Dwellings; and
- 4.5.4 The final 25% of the Playing Field Contribution prior to Occupation of 75% of the Open Market Dwellings

Self Build Plots

- 4.6 To market the Self Build Plots for sale for a period of at least 6 months and to use reasonable endeavours to sell the Self Build Plots PROVIDED THAT nothing contained herein shall require the Owner to sell the Self Build Plots to any organisation which routinely invests in or develops land or builds houses
- 4.7 In the event that any of the Self Build Plots have not been sold following the expiration of 6 months from date of first marketing (pursuant to clause 5.6 above) the Owner shall be free to deal with the land comprised in the unsold Self Build Plots as it sees fit free from the constraints of this Agreement (subject to obtaining the necessary planning and other approvals which may be required) PROVIDED THAT the Owner shall first have obtained the consent of the Council (such consent not to be unreasonably withheld or delayed) after providing to the Council evidence of the reasonable endeavours to sell which shall include evidence from a reputable estate agent that the Self Build Plots have been actively marketed and offered at a realistic and achievable sale price for at least 6 months

Air Quality Monitoring Contribution

- 4.8 Not to cause or permit the Occupation of more than 50% of the Open Market Dwellings in any Phase unless and until the Air Quality Monitoring Contribution payable in respect of that Phase has been paid to the Council

Links to Adjacent Land

- 4.9 (Unless otherwise agreed with the Local Planning Authority) the details to be submitted pursuant to condition 1 of the Permission shall provide for the construction of roads, footpaths and cycleways to the boundary of the Adjacent Land

Education

- 4.10 To pay the Primary Education Contribution payable in respect of each Phase to the County Council prior to Occupation of 50% of the Open Market Dwellings
- 4.11 Not to cause or permit the Occupation of more than 50% of the Open Market Dwellings in any Phase unless and until the Primary Education Contribution payable in respect of that Phase has been paid to the County Council

Highways

- 4.12 To pay the Highway Contribution to the County Council in two instalments as follows:
- 4.12.1 £250,000 (two hundred and fifty thousand) prior to Occupation of 30% of the Open Market Dwellings; and
 - 4.12.2 £250,000 (two hundred and fifty thousand) prior to the Occupation of 60% of the Open Market Dwellings
- 4.13 Not to cause or permit the Occupation of more than 30% of the Open Market Dwellings unless and until the first instalment the Highway Contribution has been paid to the County Council and not to cause or permit the Occupation of more than 60% of the Open Market Dwellings unless and until the balance of the Highway Contribution has been paid to the County Council
- 4.14 To pay the Cycleway Contribution to the County Council prior to Occupation of 50% of the Open Market Dwellings
- 4.15 Not to cause or permit the Occupation of more than 50% Open Market Dwellings unless and until the Cycleway Contribution has been paid to the County Council

Cycleway Land

- 4.16 Subject to clause 4.20 the Owner shall not construct any buildings on the Cycleway Land for a period of 7 (seven) years from the date of Commencement of Development
- 4.17 Upon the expiry of a period of 7 (seven) years from the date of the Commencement of Development the Owner shall be entitled to use or develop the Cycleway Land free from the restrictions of clauses 4.16, 4.18 and 4.19
- 4.18 (Unless otherwise agreed) the Owner shall within 3 months of a written request from the County Council to do so use reasonable endeavours to transfer the Cycleway Land to the County Council for the consideration of £1 and the County Council shall use reasonable endeavours to accept the said transfer within the 3 month period PROVIDED THAT the County Council shall not serve the said request on the Owner until the following events have occurred:
- 4.18.1 The Development has been Commenced; and
 - 4.18.2 Planning permission for the use of the Cycleway Land as a part of the Teign Estuary Cycle Route has been granted
- 4.19 The County Council hereby covenants not to use the Cycleway Land for any purpose other than as a footpath and/or cycleway maintainable at public expense PROVIDED THAT nothing contained herein shall prevent the County Council from constructing the said footpath and/or cycleway
- 4.20 In the event that the Cycleway Land is transferred to the County Council and:
- 4.20.1 the Cycleway is not open for use by the public as a cycleway within 2 years of the date of the transfer; or

- 4.20.2 a decision is made by or on behalf of the County Council that the Cycleway Land is no longer required for the construction of a Cycleway; or
- 4.20.3 the County Council uses the Cycleway Land for a use other than as a Cycleway

the County Council shall (within 1 calendar month of the first occurrence any of the circumstances referred to in sub-paragraphs 4.20.1 to 4.20.3 inclusive) shall transfer the Cycleway Land back to the Owner for the consideration of £1 (one pound) free from litter, debris and/or building materials and otherwise free from encumbrances other than those existing on the date the land was transferred to the County Council and the Owner shall be free to deal with the Cycleway Land as it sees fit free from the constraints of this Agreement but subject to obtaining any necessary consents or planning permissions

- 4.21 In the event that the Cycleway Land is transferred to the County Council the County Council shall ensure that until such time as the construction of the Cycleway commences or the land is transferred back to the Owner the Cycleway Land is managed in a manner such that it is tidy and does not cause a nuisance to the owners and/or occupiers of the adjacent retained land and the County Council shall take such steps as are reasonable to ensure that third party rights are not established in on or over the Cycleway Land

Costs and Monitoring Fee

- 4.22 The Owner shall pay to the Council on completion of this Deed:
 - 4.22.1 the Council's reasonable legal costs in the negotiation preparation and execution of this Deed; and
 - 4.22.2 the Monitoring Fee.
- 4.23 The Owner shall pay to the County Council on completion of this Deed the County Council's reasonable legal costs in the negotiation preparation and execution of this Deed

5 The Council's Covenants and Acknowledgments

The Council hereby covenants with the Owner:

- 5.1 Not to use the:
 - 5.1.1 Indoor Leisure Contribution for any purpose other than the provision and/or enhancement of publicly accessible indoor leisure facilities within a 6 mile radius of the Land
 - 5.1.2 Playing Field Contribution for any purpose other than the provision and/or enhancement of publicly accessible playing field provision within a 3 mile radius of the Land

- 5.2 Upon receipt of each contribution the Council shall hold it/them in a separately identifiable account within the Council's financial accounting system to which interest will be applied and shall apply the same together with any interest thereon towards the purpose for which the contribution can be applied **PROVIDED THAT** if any part of the relevant contribution (or any interest earned on them) has not been expended for the relevant purpose within a period of seven (7) years from the date of receipt of the particular contribution or commuted sum any unexpended amount including interest shall forthwith be returned to the party who made the payment

6 The County Council's Covenants

The County Council hereby covenants with the Owner:

- 6.1 Not to use the:
- 6.1.1 Cycleway Contribution for any purpose other than upgrading the cycleway between Passage House and Hackney Marsh
 - 6.1.2 Highway Contribution for any purpose other than constructing the South Devon Link Road
 - 6.1.3 Primary Education Contribution for any purpose other than providing or enhancing primary education facilities within the catchment area of the Land
- 6.2 **THAT** if any part of the contribution referred to in 6.1.1, 6.1.2 or 6.1.3 has not been expended for the relevant purpose within a period of seven (7) years from the date of receipt of the particular contribution any unexpended or uncommitted amount shall forthwith be returned to the party who made the payment together with such interest at one per cent below Barclays Bank Plc base rate from time to time in force

7 Developer's Consent

The Developer **HEREBY CONSENTS** to the Owner entering into this Deed and to the Land being bound by the obligations contained herein **PROVIDED THAT** the Developer shall only be liable for any breach of this Agreement once it has acquired the Owner's interest in the Land and that the Developer shall not be liable for any pre-existing breach

8 General Matters

- 8.1 This Agreement is conditional upon:-
- 8.1.1 the grant of the Permission; and
 - 8.1.2 the Commencement of Development
- 8.2 This Agreement shall cease to have effect if the Permission is 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.
- 8.3 No person shall be liable for any breach of any of the planning obligations or other provisions of this Agreement after it shall have parted with its entire interest in the

Land or its interest in the part of the Land in relation to which the breach subsists but without prejudice to liability for any subsisting breach arising prior to parting with such interest.

- 8.4 Nothing in this Agreement shall prohibit or limit the right to develop any part of the Land in accordance with a planning permission (other than the Permission) granted (whether or not on appeal) after the date of this Agreement.
- 8.5 This Deed shall not be enforceable against owner-occupiers or tenants of an Open Market Dwelling nor against those deriving title from them.
- 8.6 The provisions of this Deed shall not be enforceable against owner-occupiers or tenants of an Affordable Dwelling nor against those deriving title from them save for Schedule 1 which shall apply to all owner-occupiers or tenants of an Affordable Dwelling except in the circumstances expressly set out in this Deed
- 8.7 If and to the extent that the Permission or any condition attached to the Permission shall be varied or amended then any covenant in this Agreement which is inconsistent with the Permission or condition as so varied or amended shall be deemed to have been discharged by virtue of such variation or amendment of the Permission or condition
- 8.8 Any agreements entered into or unilateral undertakings given pursuant to section 106 of the Act relating to the Land and completed before the date of this Agreement shall be hereby discharged and shall be deemed to cease and determine absolutely on the date hereof
- 8.9 The Council and/or the County Council shall upon receipt of a written request from the Owner and without unreasonable delay at any time after the planning obligations under this Agreement have been fulfilled issue written confirmation thereof and thereafter cancel all related entries in the Register of Local Land Charges
- 8.10 The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement and its terms shall not be enforceable by or against anyone other than the Owner and the Council and the County Council and any person deriving title from them
- 8.11 The County Court in whose district the Land is situated shall have full power and jurisdiction to herein determine any proceedings arising from or relating to this Agreement or the enforcement of its terms or any of them
- 8.12 A person who is not a party to this Agreement shall have no rights under the Contract (Rights to Third Parties) Act 1999 (the Act) to enforce any of its terms but for the avoidance of doubt it is agreed that the exclusion of the application of the Act shall not prevent all or any future successors in title to any of the parties to this Agreement from being able to benefit from or enforce any of the obligations of this Agreement
- 8.13 Where the consent, approval, agreement or satisfaction is required from any party pursuant to this Agreement such consent shall not be unreasonably refused or delayed and where any consent approval agreement or satisfaction is refused or

granted conditionally, the relevant party shall provide written reasons for the refusal or condition

IN WITNESS whereof the Owner and the Developer set their hands and the Council and the County Council have caused their Common Seals to be hereunto affixed the day and year first before written

Schedule 1

Part 1 - Affordable Dwellings

- 1 The Owner hereby covenants with the Council:
 - 1.1 The Development (taken as a whole) shall deliver no less than 25% of the Dwellings as Affordable Dwellings of which 30% shall be Intermediate Dwellings and 70% shall be Rental Dwellings and shall be delivered in general accordance with the Indicative Affordable Housing Mix
 - 1.2 The Affordable Dwellings shall be constructed to at least Code 3 of the Code for Sustainable Homes
 - 1.3 Depending upon need up to but not more than 5% of the Affordable Dwellings shall be constructed so as to be wheelchair accessible
 - 1.4 In each Phase:
 - 1.4.1 no more than 50% of the Open Market Dwellings in the relevant Phase shall be occupied prior to the completion and transfer to a Registered Provider of 50% of the Affordable Dwellings comprised in the relevant Phase
 - 1.4.2 no more than 80% of the Open Market Dwellings in the relevant Phase shall be occupied prior to the completion and transfer to a Registered Provider of all of the Affordable Dwellings comprised in the relevant Phase
- 2 The Affordable Dwellings shall at all times be occupied as the sole private residences of the occupiers and shall not be used as a second home or holiday home
- 3 Prior to the Commencement of Development of each Phase the Owner shall submit an Affordable Housing Scheme relating to the relevant Phase to the Council
- 4 Once the approval of the Council to the Affordable Housing Scheme in respect of a Phase has been received (such approval not to be unreasonably withheld or delayed) the Owner shall sell the Affordable Dwellings comprised in the relevant Phase to a Registered Provider
- 5 Following the sale of the Affordable Dwellings to a Registered Provider the Registered Provider (as successor in title to the Owner) shall allocate each Affordable Dwelling 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 because of the relationship

between housing costs and income and who immediately prior to such allocation has a Strong Local Connection with the Parish of Kingsteignton

- 6 If the Registered Provider is unable to allocate any of the Affordable Dwellings in the manner referred to in paragraph 5 above then the Registered Provider shall allocate any such Affordable Dwelling 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 because of the relationship between housing costs and income and who immediately prior to such allocation has a Strong Local Connection with the District
- 7 If the Registered Provider is unable to allocate any of the Affordable Dwellings in the manner referred to in paragraph 5 or 6 above then the Registered Provider shall allocate any such Affordable Dwelling to any other 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 because of the relationship between housing costs and income
- 8 Upon any disposal by the Registered Provider of the freehold reversion of any Intermediate Dwelling 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 Dwelling (other than by way of mortgage) without first offering to convey the Affordable Dwelling to the Registered Provider at Open Market Value

Part 2 - Release

- 9 The provisions and restrictions contained or referred to in Part 1 of this Schedule shall not apply to:
 - 9.1 A Protected Tenant; or
 - 9.2 any mortgagee or chargee of the Affordable Dwellings or any of them nor to any receiver appointed by any such mortgagee or chargee to the intent that any such mortgagee chargee or receiver may deal with or dispose of the Affordable Dwellings or any of them freed from the said provisions and restrictions and on the basis that any person deriving title through or under such mortgagee chargee or receiver shall not be bound by the restrictions contained in Part 1 of this Schedule provided that:
 - 9.2.1 the mortgagee or receiver (as the case may be) first gives written notice to both the Council and the Registered Provider that it is seeking a purchaser for the Affordable Dwelling concerned; and
 - 9.2.2 after a period of three months from the date of such notice the Council or the Registered Provider has not exchanged contracts unconditionally with the mortgagee or receiver for the purchase of the Affordable Dwelling with a completion date no later than one month from exchange of contracts

PROVIDED THAT for the avoidance of doubt the said chargee or mortgagee shall not be obligated to dispose of any of the Affordable Dwellings for any sum less than the

monies outstanding pursuant to the said mortgage or charge including the principal sum, interest accrued, costs and all reasonable expenses permitted by the relevant charge document; or

9.3 A successor in title to those people listed in subparagraphs 9.1 and 9.2 (inclusive)

Schedule 2

Indicative Affordable Housing Mix

20% - 1 bed accommodation

60% - 2 bed accommodation

10% - 3 bed accommodation

10% - 4 bed accommodation



(EXECUTED as a DEED by TEIGNBRIDGE
(DISTRICT COUNCIL by affixing
(Its Common Seal in the presence of:-

Authorised Officer
Document No.



(EXECUTED as a DEED by DEVON
(COUNTY COUNCIL by affixing its
(Common Seal in the presence of

A Duly Authorised Officer

~~Assistant County Solicitor~~
Document No. 44024

EXECUTED as a DEED by
EAGLE ONE HOMES LIMITED
acting by -

)
)
)

Director

Director/Secretary

EXECUTED as a DEED by
ROSEMARY MARJORIE WINIFRED
BATTING in the presence of: -

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✓ Solicitor
Exeter

