



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

relating to the development of land at  
Clarendon Road, Newton Abbot

Dated: 20th August 2009

Teignbridge District Council (1)  
Devon County Council (2)  
Westcountry Housing Association Ltd (3)

DATE

20th August

2009

**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) WESTCOUNTRY HOUSING ASSOCIATION LIMITED of Hatfield House Hatfield Road Torquay TQ1 3HF ("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 county planning authority and education authority for the area in which the Site is situated.
- 3 The Owner is the freehold owner of the Site.
- 4 The 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.
- 5 The Council grant the Planning Permission subject to the 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"	the Town and Country Planning Act 1990
"Affordable Housing"	subsidised housing that will be available to persons who cannot afford to rent or buy housing generally available on the open market
"Affordable Dwellings"	the Development comprising 15 residential units

"Application"	the application for planning permission dated 19 <sup>th</sup> August 2008 submitted to the Council for the Development and allocation reference number 08/03137/MAJ
"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, erection of any temporary means of enclosure, the temporary display of site notices or advertisements and "Commence Development" shall be construed accordingly.
"County "Director"	the Director of Children and Young People's Services or his appointed representative for the time being of the County Council.
"Development"	the Development of the Site with the demolition of terrace of seven dwellings and erection of fifteen flats and associated amenity space as set out in the application
"Dwelling"	a dwelling (including a house flat or maisonette) to be constructed pursuant to the Planning Permission
"Education Contribution"	means £6331.20 to part fund teaching accommodation at Coombeshead College
"Index"	All Items Index of Retail Prices issued by the Office for National Statistics.
"Interest"	interest at 4% per cent above the base lending rate of The Bank of England from time to time.
"Occupation" and "Occupied"	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.
"Open Space Contribution"	means the sum of £31,664.77 comprising £12,861.45 towards the improvement of existing parks, £7,560.00 towards upgrading of existing play facilities and £1,260.00 towards a new multi games area £4,756.32 towards upgrading of existing active recreation facility and £5,227.00 for indoor provision using the Sport England Provisional Standards Calculator payable in accordance with paragraph 1 of the Third Schedule
"Plan"	the plan attached to this Deed.
"Planning Permission"	the planning permission subject to conditions to be granted by the Council pursuant to the Application as set out in the Second Schedule.
"Registered Social Landlord"	means a body registered with the Corporation pursuant to section 3 Housing Act 1996
"Site"	the land against which this Deed may be enforced as shown edged red on the Plan.

## **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 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 part to this Deed shall include the successors in title to that party and to any deriving title through or under that party and in the case of the Council and County 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.
- 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 and County Council as local planning authorities against the Owner.

### **4 CONDITIONALITY**

This Deed shall come into effect immediately upon completion of this Deed.

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

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

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

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

### **7 THE COUNTY COUNCIL'S COVENANTS**

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

### **8 MISCELLANEOUS**

- 8.1 The Owner shall pay to the Council on completion of this Deed the reasonable legal costs of the Council and the County Council incurred in the negotiation, preparation and execution of this Deed.
- 8.2 No provisions of this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999.
- 8.3 This Deed shall be registerable as a local land charge by the Council.

8.4 Where the Agreement, approval, consent or expression of satisfaction is required by the Owner 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:

8.4.1 the Council by the Service Lead for Housing and the Service Lead for Leisure and Green Spaces;

8.4.2 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.

8.5 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.

8.6 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.

8.7 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.

8.8 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 but without prejudice to liability for any subsisting breach arising prior to parting with such interest.

8.9 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.

8.10 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.

## **9 WAIVER**

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

## **10 CHANGE IN OWNERSHIP**

The Owner agrees with the Council to give the Council immediate written notice of any change in ownership of any of its interest 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**

Any sum referred to in the Third 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.

## **12 INTEREST**

If any payment due by the Owner 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.

## **14 JURISDICTION**

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

## **15 ARBITRATION**

Any dispute or difference arising between the parties with regard to their respective rights and obligations as to any matter or thing in any way arising out of or connected with the subject matter of this Agreement shall be referred to the decision of a single arbitrator to be agreed between the parties, or failing agreement between them, to be nominated by the President for the time being of the Royal Institution of Chartered Surveyors and any such reference shall be deemed to be a submission to arbitration within the meaning of the Arbitration Act 1996 or any statutory modification or re-enactment for the time being in force.

## **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 Owner's Title and description of the Site

DN581868 the leasehold land at Clarendon Road, Newton Abbot.

## SECOND SCHEDULE

### Form of notice of planning permission

PLEASE SEE COPY ATTACHED

## THIRD SCHEDULE

### The Owner's Covenants with the Council

#### 1 Affordable Housing

- 1.1 The following Affordable Dwellings shall be constructed by the Owners in accordance with the Design and Quality Standards, HQI's, together with Level 3 of the Code for Sustainable Homes (or minimum level acceptable by the Homes and Communities Agency at that time):

Fifteen Affordable Dwellings to be rented -  
5 two-bedroom flats  
10 one-bedroom flats

- 1.2 The Registered Social Landlord shall at all times allocate each Affordable Dwelling to a person who is considered by the Registered Social Landlord to be in need of such accommodation and who in the opinion of the Registered Social Landlord is unable to afford other accommodation in the locality suitable to the needs of himself and his household and who:-

1.2.1. has immediately prior to such allocation been resident within the town of Newton Abbot; or

1.2.2. has a strong local connection the town of Newton Abbot;

AND in seeking to allocate the Affordable Dwellings under this sub-paragraph the Registered Social Landlord shall (but without limiting its wider discretion in this regard) consider:-

1.2.3 family associations of such person or persons in the town of Newton Abbot;

1.2.4 any periods of ordinary residence of such person or persons in the town of Newton Abbot not immediately before the date upon which any Affordable Dwelling becomes vacant and/or;



# Land at Clarendon Road, Newton Abbot.



DISTRICT COUNCIL  
**South Devon**  
[www.teignbridge.gov.uk](http://www.teignbridge.gov.uk)

Map Scale - 1:719

East/West Distance - 128m

Central Coordinate Location: 285832  
71211

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IN CORRESPONDENCE PLEASE QUOTE  
APPLICATION REF NO:- 08/03137/MAJ

**TEIGNBRIDGE DISTRICT COUNCIL**  
**TOWN AND COUNTRY PLANNING ACT, 1990**  
**TOWN AND COUNTRY PLANNING (GENERAL DEVELOPMENT PROCEDURE)**  
**ORDER 1995**  
**GRANT OF CONDITIONAL PLANNING PERMISSION**

<b>Applicant:</b>	Westcountry Housing Association Ltd FAO Ms H Holgate Hatfield House Hatfield Road Torquay Devon TQ1 3HF	<b>Agent:</b>	Heighway Field Associates  Bradinch Court Castle Street Exeter EX4 3PL
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**Location:** NEWTON ABBOT - 1-10 Clarendon Road  
**Proposal:** Demolition of terrace of seven dwellings and erection of fifteen flats and associated amenity space

Teignbridge District Council hereby grants planning permission to carry out the development described in the application validated on 19 August 2008 subject to the following conditions:-

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

Reason: In accordance with Section 91 of the Town & Country Planning Act 1990 as amended by Section 51 of the Planning and Compulsory Purchase Act 2004.

2. Unless otherwise agreed in writing by the Local Planning Authority the development hereby permitted shall not be carried out otherwise than in strict accordance with the submitted details validated by the Local Planning Authority on 19 August 2008 (Design and Access Statement, Site Location Plan, Site Survey – Rev 1, Drawing no. 0659-100 Rev A, Drawing no. 0659-101 Rev A, Drawing no. 0659-102 Rev A, Drawing no. 0659-103 Rev A, Drawing no. 0659-104 Rev A, Drawing no. 0659-105 Rev A, Drawing no. 0659-106 Rev A, Drawing no. 0659-107 Rev A, Drawing no. 0809/01 Rev A – Landscaping Plan, Drawing no. 0809/02 Rev A – Planting Plan, Bat Emergence Study prepared by Green Ecology, Phase 2: Ground Investigation and Environmental Assessment Report prepared by Ruddlesden Geotechnical Ltd, Ecological Appraisal prepared by Green Ecology, Desk-Based Cartographic Assessment prepared by Southwest Archaeology and Sequential Test & Exceptions Tests prepared by Teignbridge District Council), as received on 27 August 2008 (Flood Risk Assessment) and as received on 2 October 2008 (Flood Evacuation Strategy) as modified by other conditions of this consent.

Reason: In order to ensure compliance with the approved drawings and approved documents.

3. Notwithstanding Condition 2 this permission specifically excludes all elevational details shown on the submitted drawings. Prior to the commencement of works on site full elevation details including doors, windows, glazing and reveals, roof detailing, flues, ventilation and extractor ducts, balconies and rainwater goods, shall be submitted to and agreed in writing by the Local Planning Authority. Works shall then proceed in accordance with the agreed details.

Reason: The elevational details shown on the submitted drawings are not completed to enable a full understanding of the proposal and in the interests of visual amenity.

4. No development (excluding demolition) shall begin until a landscaping management plan, including an implementation programme, long term design objectives, management responsibilities and a maintenance programme for all landscaped areas has been submitted to and approved in writing by the Local Planning Authority. The landscape management plan shall be carried out as approved.

Reason: To ensure that the landscaping scheme is maintained.

5. Prior to the commencement of development, details of bat roosting and access points to the building shall be submitted to and approved in writing by the Local Planning Authority. The bat roosting and access points shall be completed before first occupation of any building and shall thereafter be retained.

Reason: To safeguard legally protected bats.

6. Prior to the commencement of works on site full details of the proposed balconies, at a scale of no less than 1:10, shall be submitted to and agreed in writing by the Local Planning Authority. Works shall then proceed in accordance with the agreed details.

Reason: In the interests of visual amenity.

7. Prior to the commencement of works on site full details of the proposed gates, at a scale of no less than 1:10, shall be submitted to and agreed in writing by the Local Planning Authority. Works shall then process in accordance with the agreed details.

Reason: In the interests of visual amenity.

8. Unless otherwise agreed in writing by the Local Planning Authority the development permitted by this planning permission shall not be initiated by the undertaking of a material operation as defined in Section 56 of the Town and Country Planning Act 1990 in relation to the development until a planning obligation pursuant to Section 106 of the Act relating to the land has been completed and lodged with the Local Planning Authority has given written notification to the persons submitting the same that it is to the Local Planning Authority's approval. The said planning obligation will make provision for the following:

- (a) £31,664.77 for the purpose of open space and recreation improvements;
- (b) £6,331.20 for the purpose of education infrastructure improvements;
- (c) the arrangements to ensure that such provision is affordable for both first and subsequent occupiers of the affordable housing; and,
- (d) the occupancy criteria to be used for determining the identity of occupiers of the affordable housing and the means by which such occupancy criteria shall be enforced.

Reason: To ensure that adequate affordable housing, open space and recreation facilities and education facilities are provided for the development, and in accordance with the e-mail received on 10 October 2008.

9. Development shall be carried out in accordance with the Flood Evacuation Strategy received on 2 October 2008 and the Flood Risk Assessment received on 27 August 2008.

Reason: To protect future occupiers of the development from flood risk.

IN CORRESPONDENCE PLEASE QUOTE  
APPLICATION REF NO:- 08/03137/MAJ

**TEIGNBRIDGE DISTRICT COUNCIL**  
**TOWN AND COUNTRY PLANNING ACT, 1990**  
**TOWN AND COUNTRY PLANNING (GENERAL DEVELOPMENT PROCEDURE)**  
**ORDER 1995**  
**GRANT OF CONDITIONAL PLANNING PERMISSION**

INFORMATIVE: Full consideration has been given to this proposal by the Council's Development Control Committee. It was considered that the proposed development would not have a detrimental impact upon the amenities of the occupiers of the dwelling in Grafton Road, would reduce the risk of flooding to the occupiers of the site, would not impede the free flow of traffic, would provide affordable housing, and would be designed to blend with the surrounding modern development. Accordingly, it is considered that the proposal generally conforms with Policies ST1, CO6 and TR4 of the Devon Structure Plan 2001-2016 and Policies H2, H10, H11 and T13 of the Teignbridge Local Plan and subject to compliance with any conditions attached to this permission there are no other material considerations that indicate that the decision should be at variance with these Policies.

Dated: 30 October 2008

Service Lead – Planning,  
Design & Property

## TEIGNBRIDGE DISTRICT COUNCIL

### Notes relating to decisions on applications for Planning Permission or Consent under the Advertisement Regulations.

THE DECISION IS NOT A DECISION UNDER THE BUILDING REGULATIONS AND THE APPLICANT SHOULD ENSURE THAT ALL NECESSARY APPROVALS FOR THE SAME PROPOSAL AND THE SAME PLANS ARE OBTAINED BEFORE COMMENCING ANY WORK ON THE SITE.

Failure to adhere to the details of the approved plans or to comply with the conditions constitutes contravention of the Town and Country Planning Act, 1990 in respect of which enforcement action may be taken.

#### 1. Appeal to the Planning Inspectorate.

##### Planning Applications

If you are aggrieved by the decision of your Local Planning Authority to refuse permission for the proposed development or to grant it subject to conditions, then you can appeal to the Planning Inspectorate under section 78 of the Town and Country Planning Act, 1990.

If you want to appeal, then you must do so within six months of the date of this notice, using a form which you can get from the Planning Inspectorate, Hawk Wing, Temple Quay House, 2 The Square, Temple Quay, Bristol, BS1 6PN.

The Planning Inspectorate can allow a longer period for giving notice of an appeal, but he will not normally be prepared to use his power unless there are special circumstances which excuse the delay in giving notice of appeal.

The Planning Inspectorate need not consider an appeal if it seems to him that the Local Planning Authority could not have granted planning permission for the proposed development or could not have granted it without the conditions it imposed, having regard to the statutory requirements, to the provisions of the development order and to any directions given under the order.

In practice, the Planning Inspectorate does not refuse to consider appeals solely because the Local Planning Authority based its decision on a direction given by him.

##### Applications for Advertisement Consent

Appeals must be made in accordance with Regulation 15 of the Town and Country Planning (Control of Advertisements) Regulations, 1992 and within 8 weeks of receipt of the decision notice. The Planning Inspectorate shall not be required to entertain an appeal under this heading if it appears to him, having regard to the provisions of the Advertisement Regulations, that consent for the display of advertisements in respect of which application was made could not have been granted by the Local Planning Authority, or could not have been granted otherwise than subject to the conditions imposed by them.

N.B. The Planning Inspectorate has power to allow longer periods than those stated above for the giving of a notice of appeal, but he will not normally be prepared to exercise this power unless there are special circumstances which excuse the delay in giving notice of appeal.

#### 2. Purchase Notices

If either 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 can he 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 District Council in whose area the land is situated. The notice will require the Council to purchase his interest in the land in accordance with the provisions of Part VI of the Town and Country Planning Act, 1990.

#### 3. Compensation

In certain circumstances compensation may be claimed from the Local Planning Authority if permission is refused or granted subject to conditions by the Planning Inspectorate on appeal or on reference of the application to him.

These circumstances are set out in section 114 and related provisions of the Town and Country Planning Act 1990.

#### 4. Disabled Persons

Where any planning permission hereby 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.

- 1.2.5 whether such person or persons has to have permanent employment in the town of Newton Abbot;
- 1.3 If the Registered Social Landlord is unable to allocate any of the Affordable Dwellings in the manner referred to in paragraph 1.2 above then the Registered Social Landlord shall allocate any such Affordable Dwelling by applying the procedures contained in paragraph 1.2 above but in lieu of the reference therein to the town of Newton Abbot there shall be substituted references to the surrounding parishes/towns of Newton Abbot;
- 1.4 If the Registered Social Landlord is unable to allocate any of the Affordable Dwellings in the manner referred to in paragraphs 1.2 and 1.3 above then the Registered Social Landlord shall subject to the provisions of paragraphs 1.5 and 1.6 allocate any such Affordable Dwelling to a person or persons ("the nominee") nominated by the Service Lead 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 Social Landlord shall have the right to reject an applicant if one of the following criteria is met :-
- 1.4.1 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 )
- 1.4.2 The nominee is not a suitable tenant as defined within the criteria of the Registered Social Landlord's Allocations and Lettings Policy

AND the Registered Social Landlord 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.

- 1.5 In the circumstances set out in paragraph 1.6, the Registered Social Landlord shall be released from the obligation under paragraph 1.4 of this Schedule and shall be entitled to allocate any vacant Affordable Dwelling to any person who is considered by the Registered Social Landlord 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.
- 1.6 The circumstances set out in this paragraph shall be the following:-
- 1.6.1 If no nomination is made by the Service Lead for Housing within two weeks of notification by the Registered Social Landlord of a vacancy;
- 1.6.2 If a nomination has been made by the Service Lead for Housing and the nominee has failed either:

- 1.6.3 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
- 1.6.4 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 Service Lead for Housing may not make a second nomination.

- 1.7 Upon any disposal by the Registered Social Landlord 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 Registered Social Landlord 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 Social Landlord at open market value.
- 1.8 The planning obligations contained in paragraph 1 of this Schedule shall not apply:
  - 1.8.1 to 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 any dwelling or dwellings comprising the Affordable dwellings freed from the said obligation and on the basis that any person deriving title through or under such mortgagee chargee or receiver shall not be bound by the said obligation; nor
  - 1.8.2 to any tenant of any rented dwelling comprised in the Affordable Dwellings who exercises any right to acquire his or her dwelling (or any interest in it) or acquires the said rented dwelling pursuant to any voluntary sales policy of his or her landlord and nor to any person deriving title through or under such tenant

## **2 Open Space Contribution**

Prior to the commencement of Development on any part of the Site the Owner shall pay to the Council the Open Space Contribution.

## **3 Settlement of Account**

In the event of the Owner failing to settle any account or accounts that may be properly and duly rendered to the Owner within thirty days of despatch to the Owner the sum due shall accrue interest at the Interest Rate.

## **FOURTH SCHEDULE**

### **The Owner's Covenants with the County Council**

#### **1 Education Contribution**

- 1.1 Prior to Commencement of the Development the Owner shall pay the Education Contribution to the County Council in its capacity as local education authority.

#### **2 Settlement of Account**

In the event of the Owner failing to settle any account or accounts that may be properly and duly rendered to the Owner within thirty days of despatch to the Owner the sum due shall accrue interest at the Interest Rate.

## **FIFTH SCHEDULE**

### **Council's Covenants**

#### **Repayment of contributions**

- 1 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 or for such other purposes for the benefit of the Development as the Owner and the Council shall agree.
- 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 within ten years of the date of receipt by the Council of such payment together with interest at 1% below the Authority's Bank base rate from time to time for the period from the date of payment to the date of refund.
- 3 If requested by the Owner in writing within 3 months of the expiry of the ten year period as defined in Clause 2 above the Council shall provide to the Owner such evidence, as the Owner shall reasonably require in order to confirm the expenditure of the sums paid by the Owner under this Deed.

## **SIXTH SCHEDULE**

### **County Council's Covenants**

#### **Repayment of contributions**

- 1 The County 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 or for such other purposes



for the benefit of the Development as the Owner and the County Council shall agree.

- 2 The County Council covenants with the Owner that it will pay to the Owner such amount of any payment made by the Owner to the County Council under this Deed which has not been expended in accordance with the provisions of this Deed within ten years of the date of receipt by the County Council of such payment together with interest at 1% below the Authority's Bank base rate from time to time for the period from the date of payment to the date of refund.
- 3 If requested by the Owner in writing within 3 months of the expiry of the ten year period as defined in Clause 2 above the County Council shall provide to the Owner such evidence, as the Owner shall reasonably require in order to confirm the expenditure of the sums paid by the Owner under this Deed.

Executed as a Deed by TEIGNBRIDGE DISTRICT COUNCIL affixing its COMMON SEAL in the presence of:

Authorised Officer  
Document No.



13857

Executed as a Deed by DEVON COUNTY COUNCIL affixing its COMMON SEAL in the presence of:

Assistant County Solicitor  
Document No. 40541

