

THIS AGREEMENT is made the 16th day of february
One thousand nine hundred and ninety ^{four}~~three~~ B E T W E E N TEIGNBRIDGE
DISTRICT COUNCIL of Forde House Newton Abbot in the County of Devon ("the
District Council") of the first part and SIR IAN AMORY Bt, DL, SIR PETER
HAROLD LAURENCE KCMG, MC, DL and DAVID DRURY MACKLIN CBG,
DL, being the present trustees of a trust established by a declaration dated 14th March
1989 and called THE DEVON LAND BANK TRUST of County Hall, Exeter,
Devon ("the Owner") of the second part and THE SUTTON (HASTOE) HOUSING
ASSOCIATION LIMITED of Harlequin House 7 High Street Teddington Middlesex
TW11 8EL ("the Association") of the third part and DEVON COUNTY COUNCIL
of County Hall Topsham Road Exeter ("the County Council") of the fourth part
W H E R E A S :-

(1) The District Council is the Local Planning Authority for the purposes
of the Town and Country Planning Act 1990 for the area within which the property
described in the First Schedule ("the Property") is situated

(2) The Owner is the owner in fee simple in possession of the Property free
from incumbrances and the Association has a leasehold interest

(3) The Association has by a written application dated 5th October 1992
applied to the District Council for planning permission ("the Permission") to develop
the Property in the manner and for the uses set out in the plans specifications and
particulars deposited with the District Council and described and referred to in the
Second Schedule ("the Development")

(4) The District Council is satisfied that the Development disclosed by the
said plans specification and particulars is such as may be approved by the District
Council under the said Act subject to conditions

(5) The County Council is the local highway authority for the County of Devon

N O W T H I S D E E D W I T N E S S E S a s f o l l o w s :

1. THIS Agreement is made in pursuance of Section 106 of the Town and Country Planning Act 1990 and Section 38 of the Highways Act 1980
2. THIS Agreement shall not operate as a grant of Planning Permission but the District Council will on the execution hereof issue the Permission
3. THE Owner and the Association hereby covenant jointly and severally with the District Council that the Property shall be permanently subject to the stipulations and provisions restricting or regulating the Development and use thereof specified in the Third Schedule
4. THE covenants referred to in Clause 3 above are planning obligations within the meaning of Section 106 of the Town and Country Planning Act 1990
5. THE Association hereby agrees to pay the District Council's costs in the preparation and execution of this agreement in the sum of ONE HUNDRED AND FIFTY POUNDS (£150) (the receipt whereof the District Council hereby acknowledges)
6. THE expressions the District Council the Owner and the Association shall include their respective successors in title and assigns and the singular shall include the plural but the obligation created hereby shall only bind the Owner and/or the Association during its period of ownership of the Property

IN WITNESS whereof in executing this document as a deed the parties hereunto have set their hands and caused their respective Common Seals to be affixed the day and year first before written

LEASE **Dated**

Clause 1 PARTICULARS

1.1 The Parties

1.1.1 THE LANDLORD

SIR IAN HEATHCOAT AMORY, SIR PETER HAROLD LAURENCE and DAVID DRURY MACKLIN being the present Trustees of a trust established by a declaration dated 14th March 1989 and known as **THE DEVON LAND BANK TRUST** of County Hall, Exeter, Devon

1.1.2 THE TENANT

THE SUTTON (HASTOE) HOUSING ASSOCIATION LIMITED of Harlequin House, 7 High Street, Teddington

1.2 The Property

Land being part Field Number 7714 on OS sheet SX8194 comprising approximately 0.6 acres or thereabouts and forming part of Title Number DN191198 as edged red on the annexed plan subject to the agreement and declaration contained in a transfer of the Property of even date and made between David Stuart Littlewood and Mollie Littlewood of the one part and the Landlord of the other part ("the Transfer")

1.3 The Term

NINE HUNDRED AND NINETY NINE (999) years from the date of this Lease

1.4 The Rights

The benefit, subject to compliance with the restrictions relative thereto, of the right to lay a surface water sewer set out in Clause 3 of the Transfer on the retained land of David Stuart Littlewood and Mollie Littlewood

Clause 2 LEASE

IN consideration of their wish to benefit the people of Devon and in particular local people which would like (but could not otherwise afford) to live in Tedburn St Mary and in consideration of the premium of **FOURTEEN THOUSAND TWO HUNDRED POUNDS (£14200.00)** now paid by the Tenant to the Landlord the Landlord LETS the Property to the Tenant for the TERM specified in clause 1.3 TOGETHER WITH the Rights specified in clause 1.4 but SUBJECT TO the covenants contained in this Lease THE TENANT PAYING yearly the rent of one peppercorn (if demanded)

Clause 3 INTERPRETATION

In the Lease (including any schedule) where the context admits:-

- 3.1 "the Landlord" means the person named as the Landlord in clause 1.1.1 and includes any other person for the time being entitled to the immediate reversion on this Lease
- 3.2 "the Tenant" means the person named as the Tenant in clause 1.1.2 and includes the successors in title of the Tenant to the term created by this Lease
- 3.3 "the Property" means the property described in clause 1.2 and includes any buildings erected on the property at any time during the term
- 3.4 "Person" includes a company corporation or other body legally capable of holding land
- 3.5 "the Planning Acts" means the Town & Country Planning Act 1990 and any further legislation of a similar nature and any statutory modification or re-enactment of such legislation for the time being in force and any order regulation permission consent and direction made or issued under any such legislation.
- 3.6 "the Houses" means the eight houses to be built upon the Property by the Tenant and "House" means one of them
- 3.7 Any reference to an Act or a provision in an Act shall be deemed to include a reference to any Act amending or replacing that Act or as the case may be the corresponding provision in any Act amending or replacing such provision
- 3.8 Obligations undertaken by more than a single person are joint and several obligations
- 3.9 Any covenants by the Tenant not to do an act or thing shall be construed as if it were a covenant not to do or permit or suffer such act or thing
- 3.10 "Assured Tenancy" means an assured tenancy as defined in the Housing Act 1988 or such other similar or substituted tenancy created by Act of Parliament
- 3.11 "Shared Ownership Lease" means a shared ownership lease whereby the lessee acquires a percentage not to exceed eighty per centum of the equity of a House and the Association retains the remainder of the equity

Clause 4 Tenant's Covenants

The Tenant covenants with the Landlord as follows:-

4.1 Outgoings

To pay all existing and future rates taxes assessments impositions and outgoings assessed or imposed on or in respect of the Property (whether assessed or imposed on the Landlord or the Tenant)

4.2 Build and Repair

As soon as reasonably practicable to procure the building of the Houses in accordance with the appropriate planning and building regulation consents an then to keep the Houses in good repair and whenever necessary to rebuild and renew the Houses and to keep the exteriors of the Houses the gardens and the communal areas on the Property clean and tidy

4.3 Repair on notice

4.3.1 To permit the Landlord on giving prior written notice to the Tenant to enter the Property to view its state and condition and ot give notice in writing requiring the Tenant to repair and make good within two months or sooner if necessary and defects there found

4.3.2 To make good with all practicable speed (commencing work within two months or sooner if necessary and then proceeding diligently) any defect in the repair maintenance or decoration of the Property for which the Tenant is liable in accordance with the Tenant's covenants and of which the Landlord has given notice in writing

4.3.3 If the Tenant shall not comply with clause 4.3.2 hereof to allow the Landlord to enter the Property and make good such defects and to repay on demand as a debt the reasonable expense of doing so (including surveyor's fees)

4.4 Compliance with statutory requirements etc

To execute all works and to do all things on or in respect of the Property or the use thereof which are required by any present or future Act of Parliament or by any order byelaw or regulation.

4.5 Disposal

4.5.1 Not to assign sub-let or part with possession of any part of the Property except in accordance with clause 4.5.3

4.5.2 Not to assign sub-let or part with possession of the whole of the Property except the Tenant may with the Landlord's prior written consent (such consent not to be unreasonably withheld) assign the whole of the Property to a Housing Association (as defined in the Housing Associations Act 1985 or any similar or

substituted act amending or replacing the same) or other body whose objects or aims are consistent with the purpose of facilitating the provision of low cost affordable housing for local need in the County of Devon

4.5.3 As soon as the Houses are completed and on every subsequent occasion when one of the Houses becomes vacant the Tenant shall (subject to compliance with the Section 106 Agreement) grant an Assured Tenancy or sell a Shared Ownership Lease in respect of each House for occupation by persons who are reasonably considered by the Tenant to be in need of such accommodation and are reasonably adjudged by the Tenant to be unable to obtain suitable accommodation in Tedburn St Mary and who:-

4.5.3.1 have immediately prior to such allocation been ordinarily resident within the parish of Tedburn St Mary in the County of Devon or

4.5.3.2 have a strong local connection with the said Parish of Tedburn St Mary AND in seeking to allocate any such unit of accommodation under clause 4.5.3 the Association shall (but without limiting its wider discretion in this regard) consider:-

4.5.3.2.1 family associations of such persons in the said Parish of Tedburn St Mary

4.5.3.2.2 any periods of ordinary residence of such persons in the said Parish of Tedburn St Mary not immediately before the date upon which any unit of accommodation becomes vacant and/or

4.5.3.2.3 whether such persons have permanent employment in the said Parish of Tedburn St Mary

Provided that:-

4.5.3.2.4 If after consulting Tedburn St Mary Parish Council ("the Parish Council") the Association is unable to allocate any of the dwellings in accordance with clauses 4.5.3.1 and 4.5.3.2 then it shall apply the procedures contained in those clauses but in place of references to the Parish of Tedburn St Mary there shall be substituted reference to any one of the Parishes of Whitestone Holcombe Burrell Dunsford and Moretonhampstead

4.5.3.2.5 If the Association is unable to allocate any of the dwellings in

accordance with the above provisions it shall allocate any such units of accommodation to persons nominated by the Chief Housing Officer for the time being of the Teignbridge District Council ("TDC") from TDC's list of persons of priority housing need within its administrative area subject to such persons satisfying the Association's published Allocation and Transfer criteria from time to time and living in the Teignbridge District but IF

(i) such nomination is not made within two weeks of notification by the Association of a vacancy of a unit or accommodation and/or

(ii) the nominee does not comply with the Association's published allocation criteria at the time and/or

(iii) the nominee does not accept the unit of accommodation within two weeks of an offer by the Association and/or

(iv) the Nominee does not provide sufficient information ~~on~~ to the Association for it to decide whether

(ii) above is satisfied within two weeks of nomination THEN the Association shall be entitled to allocate any vacant unit of accommodation to any person living in Devon who is considered by the Association to be in need of such accommodation and to have a sufficient local connection

4.5.3.3 The number of Houses let at any one time on a Shared Ownership Lease shall never exceed two Houses

4.6 Nuisance

Not to do anything upon the Property which is or may become a nuisance or cause damage to the Landlord or to the owner tenant or occupier of any nearby premises.

4.7 Use

4.7.1 Not to use the whole or any part of the Property

4.7.1.1 for any illegal or immoral purpose or

4.7.1.2 for any offensive noisy or dangerous trade business or manufacture

4.7.2 Not to use any of the Houses for any purpose other than as private dwellinghouses to be occupied in accordance with clause 4.5

4.8 Planning

Not to commit any breach of planning consent and to comply with all requirements under the Planning Acts which affect the Property

4.9 Landlord's Costs

To pay to the Landlord on demand all costs and expenses (including legal costs and surveyors fees) incurred or payable in connection with or in contemplation of any proceedings relating to the Property whether under Section 146 and/or 147 of the Law of Property Act 1925 or otherwise including the preparation and service upon the Tenant or any notice and the preparation of any schedule to accompany any such notice notwithstanding forfeiture is avoided otherwise than by relief granted by the Court

4.10 Notices of Assignment

Within one month after any assignment of the whole of the Property to produce to the Landlord or their Solicitors for registration a copy of the document effecting the Assignment and to pay such reasonable registration fee as shall be determined by the Landlord from time to time

4.11 The Tenant covenants that it will during the Term observe and perform the covenants agreements and declarations on the part of the Landlord contained in the Transfer and that it will save and keep the Landlord fully indemnified in respect of any breach thereof either by the Tenant its successors assigns licencees or undertenants or the occupiers for the time being of the Property or any part thereof

Clause 5 Landlord's Covenants

THE Landlord covenants with the Tenant that as long as the Tenant pays the rents and complies with the terms of this Lease the Tenant may enjoy the Property peaceably during the term created by this Lease without any interruption (save as authorised by this Lease) by the Landlord or any person lawfully claiming through under or in trust for the Landlord

Clause 6 Proviso

THE PARTIES AGREE that if there is a breach of any of the Tenant's covenants then the Landlord may re-enter upon the Property and the tenancy created by this Lease shall immediately come to an end but such re-entry shall not prejudice any of the Landlord's other rights and remedies

Clause 7 Headings

The headings shall not affect the construction of this Lease