

	whose needs are not met by the market" including provisions to remain at an affordable price for future eligible households or for the subsidy to be recycled for alternative affordable housing provision and in relation to which eligibility is determined with regard to local incomes and local house prices
"Affordable Housing Units Layout and Mix Plan"	means the plan or plans submitted by the Owner and approved by the Council which identifies the size distribution and mix of the Affordable Dwellings in accordance with this Agreement
"Affordable Rent"	a rent which does not exceed 80% of the Open Market Rent (inclusive of any service charges) for the relevant property type and in any event should not exceed the published Local Housing Allowance for the relevant property type and in the relevant property market area allowing for any modifications to a level of allowance as published from time to time by the Government SAVE THAT the rent charged under all lettings may be increased annually by a proportion equivalent to an increase by the Consumer Price Index plus 1% or any relevant increase determined from time to time by the HCA
"Affordable Rented Housing"	means rented housing let by an AHP to households who are eligible for social rented housing let at an Affordable Rent
"AHP"	means a registered social landlord or a local or similar authority or a housing association or similar organisation or a social landlord or (registered provider) or such other body or organisation whose main objective is the provision of Affordable Housing or such other company or individual as might be

	agreed in writing between the parties
"Alternative Affordable Home"	means either: (a) a social rented dwelling an affordable rented dwelling provided by an AHP; or (b) an intermediate rented dwelling or an intermediate home ownership dwelling provided either by an AHP or a private developer and in either case located in the County
"Application"	means the application for planning permission submitted by or on behalf of the Owner and dealt with by the Council under reference 15/02700/MAJ for outline planning permission for phased development of up to 200 dwellings 3 hectares of employment land including a 64 bed care home highway works demolition works to ancillary healthcare buildings incidental and equipped open space (including temporary SANGS) internal vehicle pedestrian and cycle links and drainage attenuation works (approval sought for access)
"BCIS Index"	means the All-in Tender Price Index published by the Building Costs Information Service of the Royal Institution of Chartered Surveyors
"Biodiversity Off-setting Mechanism Strategy"	means a strategy approved by the Council to deal with any significant net loss (if any) of biodiversity on the Site resulting from the Development
"Commencement Notice"	means the notice in writing served on the County Council by the Owner giving the County Council written notice of Commencement of Development

	and to be served by the Owner within five Working Days of Commencement of Development
"Commencement of Development"	means the date on which any material operation (as defined in section 56(4)(a) of the 1990 Act) forming part of the S73 Development begins to be carried out other than (for the purposes of this Agreement and for no other purpose) operations consisting of site clearance, demolition work, archaeological investigation, the layout of any road or similar necessary infrastructure 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, ecological works or works in connection with the SANGS and Commencement Development and other such expressions shall be construed accordingly
"Commercial Drainage Contribution"	means the sum of £4 per metre squared net additional non-residential floor space forming part of the Development
"County"	means the County of Devon
"County Local Connection"	means a connection with the County and demonstrated by that person or a member of their Household to the reasonable satisfaction of the Council: (a) being permanently resident therein immediately prior to advertising (in accordance with the approved Scheme of Advertising) and that residence is of their own choice; or

	(b) being formerly permanently resident therein for a continuous period of five (5) years; or (c) having his or her place of permanent work (normally regarded as 16 hours or more a week and not including seasonal employment) therein immediately prior to advertising (in accordance with the approved Scheme of Advertising); or (d) having a connection through a close family member (normally mother, father, brother, sister, son or daughter) where the family member is currently resident therein and has been so for a continuous period of at least five (5) years immediately prior to advertising (in accordance with the approved Scheme of Advertising); or (e) being in such other special circumstances which the Council considers requires the applicant to reside therein as appropriate and which is consistent with the Devon Homechoice policy
"Custom Build Dwelling"	means a dwelling authorised by the S73 Permission which will either be constructed by or the construction commissioned by the person or persons who intend to live in the said dwelling in accordance with Policy WE7 of the Teignbridge Local Plan
"Custom Build Plot"	means the plot on the Development upon which the Custom Build Dwelling is to be constructed
"Development"	means the development authorised by the Permission as the same is more particularly

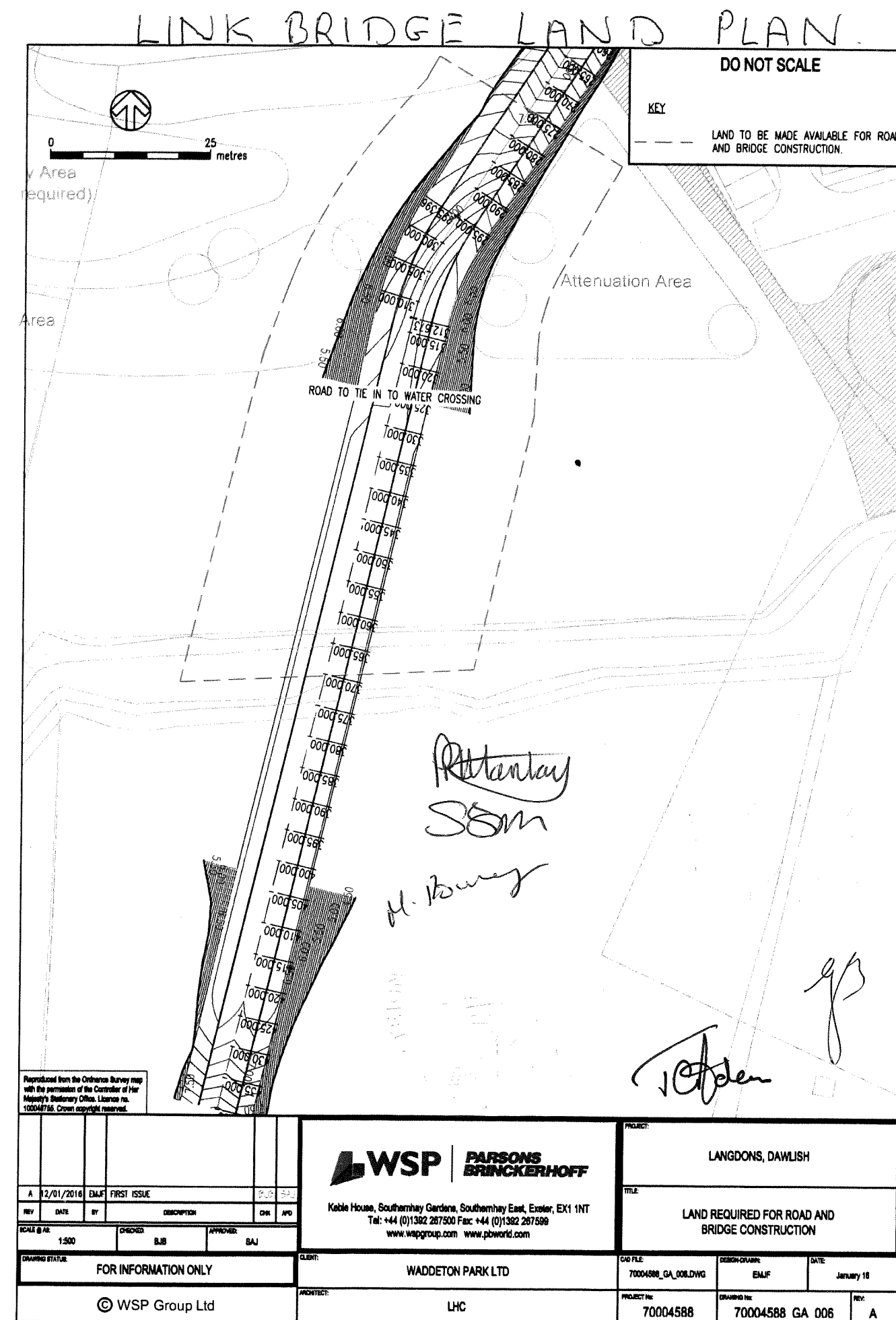
	described by the Application
"Devon Homechoice"	means a choice based scheme developed and operated in partnership between the Council and the AHP
"Devon Partnerships NHS Trust"	means the Devon Partnerships NHS Trust as established under the National Health Service Trust (Establishment) Order 1991/2347 and any successor organisation to its function as a health service provider under section 5(1) of the National Health Service and Community Care Act 1990 for the purposes of providing health services at or from Wonford House Hospital, Dryden Road, Exeter, Devon, EX2 5AF and at or from any associated hospitals, establishments or facilities
"Drainage Works"	means the proposed flood improvement works at Eales Dock in Dawlish comprising a new pumping facility capable of conveying at least 3 Cumecs from the Shutterton Brook to the tidal estuary of the River Exe and twin flapped tide walls and culverts through the railway embankment at a cost of no less than £1.225m
"Dwelling"	means a dwelling (including a house flat or maisonette) to be constructed pursuant to the S73 Permission within Class C3
"Employment Development"	means the employment uses forming part of the Development
"Employment Development Land"	means that part of the Site on which the Employment Development is permitted
"Employment Development Land"	means the marketing of the Employment

"Marketing Period"	Development Land in accordance with the Employment Development Land Marketing Strategy for the period covered by the Teignbridge Local Plan or such shorter period as may be agreed in writing by the Council
"Employment Development Land Marketing Strategy"	means the strategy for the marketing of the Employment Development Land more particularly defined in the Eighth Schedule
"Expert"	means the person appointed by the parties hereto pursuant to the provisions of this Agreement
"Fully Serviced"	means a Custom Build Plot to which all reasonably necessary service connections have been provided to the boundary, including road access and utility services
"Grant Funding"	means grant funding provided by the HCA or any successor in function thereof
"HCA"	means the Homes and Communities Agency of 110 Buckingham Place Road Victoria London SW1 or any successor in function and any alternative provider of Grant Funding
"Health Contribution"	means the sum of £400 per Dwelling as a financial contribution towards the provision of additional and improved health facilities at the Barton Surgery Dawlish
"HIF Funding"	means non-refundable money made available to support the S73 Development from public funds for the delivery of the Link Road

"Household"	means anyone who may reasonably be expected to reside with the Qualifying Persons(s)
"HP Index"	means the index of house prices in Teignbridge as published by the HM Land Registry
"Housing Need"	means being homeless or threatened with homelessness or living in accommodation which in the opinion of the Council is Insecure or unsuitable and being unable to purchase or rent reasonably suitable accommodation in the open market for property in the locality where the Affordable Dwelling is situated taking into account the person's income and capital and other financial circumstances. Accommodation may be unsuitable on the grounds of cost, overcrowding, unfitness or lack of basic amenities or because of a person's infirmity, physical disability, mental disability or specific social or care needs
"Index (CPI)"	means the Consumer Price Index
"Index"	means the BCIS All-in Tender Price Index
"Insecure"	means accommodation which the Qualifying Person does not have a legal right to occupy in the long term
"Interest"	means interest at 4% above the base lending rate of the Bank of England from time to time
"Intermediate Affordable Housing"	means housing for sale or rent provided at a cost above social rent but below market rent and which meets the criteria set out in the NPPF Annex 2 (which can include shared equity e.g. Homebuy) and other low cost homes for sale and intermediate rent but not social rented housing or Affordable Rented

	Housing
"Letting Notice"	means a notice the content of which is to be agreed with the Council which contains details of the property to be let and which shall include unless otherwise agreed with the Council: (a) the name and address of the landlord and Owner (b) address of the property (c) weekly or monthly rent (not to exceed the Affordable Rent); (d) amount and breakdown of any service charge per week/month/ annum; (e) details of any additional charges; (f) any age or other occupancy restrictions; (g) property type; (h) property size; (i) heating type; (j) details of mains services in the property; (k) availability of parking space/garage; (l) any disabled adaptations; (m) provision of any support services; and which is delivered to the Council clearly

	addressed and marked for the urgent attention of the Business Manager Housing PROVIDED THAT for the avoidance of doubt an advertisement for the Affordable Dwelling placed on Devon Homechoice and approved by the Council shall be considered a Letting Notice for the purposes of paragraph 1.8 of the First Schedule
"Library Contribution"	means the financial sum of £59 per Dwelling towards a new smart card controlled access system, reception improvements printing/IT equipment at Dawlish Library
"Link Bridge Compound"	means an area of at least 100m ² to be agreed between the Owner the Developer and the County Council in the vicinity of Link Bridge Land to be used by the County Council temporarily as a compound during the construction of the Link Bridge
"Link Bridge Land"	means the land shown for the purposes of identification only hatched red on the Link Bridge Land Plan
"Link Bridge Land Plan"	means the plan annexed hereto and marked "Link Bridge Land Plan"
"Link Bridge Notice"	means the notice served by the County Council in accordance with the terms of this Agreement
"Link Road Bridge Contribution"	means the sum of £1,163 per Dwelling as a financial contribution towards the provision of a link bridge on the Link Bridge Land
"Link Road"	means the primary street which links the A379 with the Link Bridge Land.



"Local Connection"	means a connection with the Primary Area, the Secondary Area, the Tertiary Area or the County as appropriate and demonstrated by that person or a member of their Household to the reasonable satisfaction of the Council: (a) being permanently resident therein immediately prior to advertising (in accordance with the approved Scheme of Advertising) and that residence is of their own choice; or (b) being formerly permanently resident therein for a continuous period of five (5) years; or (c) having his or her place of permanent work (normally regarded as 16 hours or more a week and not including seasonal employment) therein immediately prior to advertising (in accordance with the approved Scheme of Advertising); or (d) having a connection through a close family member (normally mother, father, brother, sister, son or daughter) where the family member is currently resident therein and has been so for a continuous period of at least five (5) years immediately prior to advertising (in accordance with the approved Scheme of Advertising); or (e) being in such other special circumstances which the Council considers requires the applicant to reside therein as appropriate and which is consistent with the Devon Homechoice policy as amended from time to
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	time
"Local Housing Allowance"	means the flat rate rental allowance providing financial assistance towards the housing costs of low income households for different rental market areas and property types set out and reviewed by the Valuation Office Agency under a framework introduced by the Department for Work and Pensions or such similar framework that may replace it
"Manager for Housing"	means the Council's Manager for the time being of Affordable Housing
"Market Value"	means the estimated amount for which an asset or liability should exchange on the valuation date between a willing buyer and a willing seller in an arm's length transaction after proper marketing and where the parties had each acted knowledgeably prudently and without compulsion
"Marketed Appropriately"	means marketing the Custom Build Plots with a reputable estate agent at a price which the Council considers is realistic and achievable
"Marketing Period"	means a period of not less than 12 months in which the Custom Build Plots will be Marketed Appropriately, which will commence once the Custom Build Plots are Fully Serviced, accessible by road, have defined boundaries and are available for immediate purchase
"Marketing Terms"	means the Owner's terms and conditions of the sale of the Custom Build Plots which shall be no more restrictive or onerous as the Owner's terms and conditions for the sale any of the Open Market

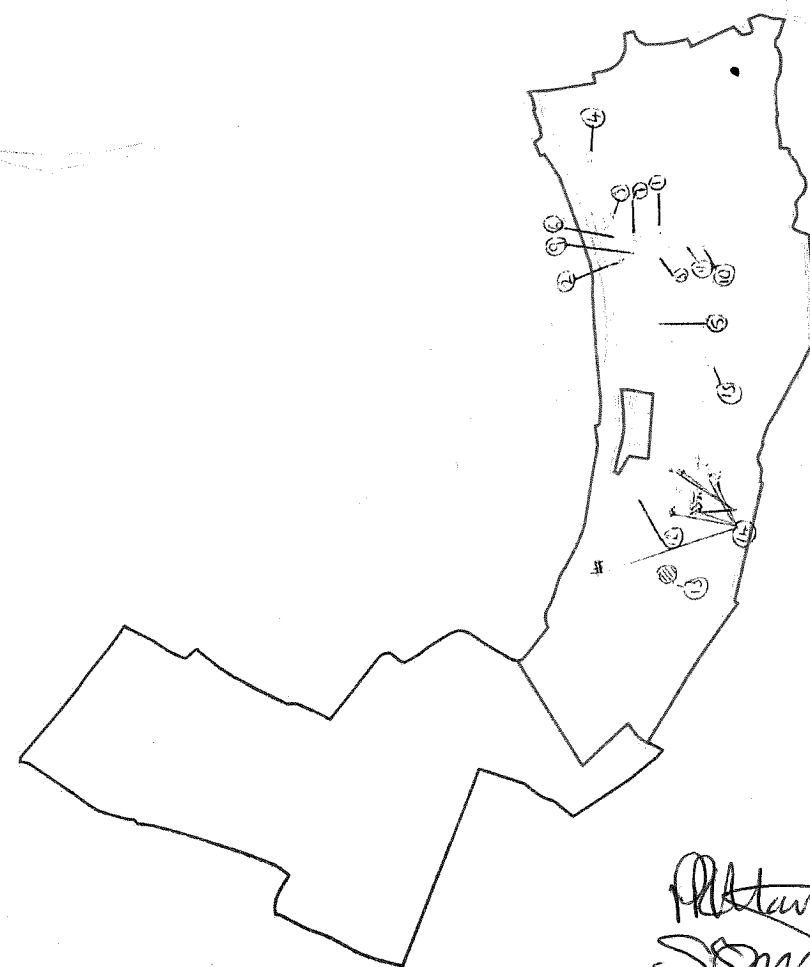
	Dwellings
"Mortgagee"	means the mortgagee of either: (a) the Site or any part thereof; or (b) an individual Affordable Dwelling where the mortgagor has defaulted on the particular mortgage; or (c) any mortgagee or chargee of the AHP or any receiver or manager (including an administrative receiver) appointed pursuant to the Law of Property Act 1925 or otherwise
"Mortgagees Duty"	means the tasks and duties set out in paragraph 1.18 of the First Schedule of this Deed
"Non-Infrastructure SPA and SAC Mitigation Contribution"	means the sum of £800 per Dwelling payable to the Council as a financial contribution towards the provision of non-infrastructure measures for mitigation of impacts upon the Exe Estuary SPA and Dawlish Warren SAC
"Occupation" and "Occupied"	means occupation for the purposes permitted by the S73 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 relating solely to any of the Dwellings or development authorised by the S73 Permission or demolition and "Occupied" and "Occupy" shall be construed accordingly
"Open Market Dwelling"	means any dwelling to be constructed pursuant to the S73 Permission which is not an Affordable

	Dwelling
"Open Market Rent"	means a rent valued using the definition of the International Valuations Standard Committee as adopted by the Royal Institution of Chartered Surveyors and approved by the Council
"Open Market Value"	means the price which 100% of the freehold or long leasehold interest in the relevant Affordable Dwelling would fetch if sold on the open market by a willing vendor and disregarding the obligations and restrictions contained in this Agreement and approved by the Council
"Open Space"	means the open space to be provided within the Site in accordance with the terms of the this Agreement and specifically in accordance with the Open Space Plan
"Open Space and Plan"	means the open space plan or plans to be approved by the Council in accordance with the terms of this Agreement showing the location of Open Space within the Site
"Permission"	means the outline permission subject to conditions to be granted by the Council under reference 15/02700/MAJ
"Phase"	means a phase of the residential (Class C3) element of the Development comprising an area of land identified as a phase in a Reserved Matters Approval or identified as a phase in an approved phasing plan
"Plan 2"	means the plan annexed to this Agreement and marked as Plan 2 that shows for the purposes of identification only the buildings on the Site that are

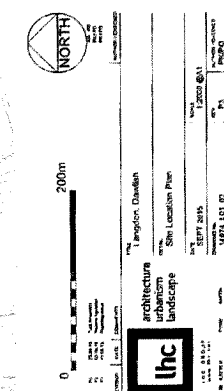
PLAN 2.

Schedule of Vacant Buildings

Ref	Block	Area GIA m ²
1	GYMNASIUM	351
2	10/T WORKSHOP	197
3	UPHOLSTERY DEPT	139
4	1/36XETER RD COTT	225
5	BUTLER CLINIC	1214
6	10/T TRAINING	360
7	WORKSHOP	75
8	WORKSHOP/STORES	63
9	BLOCK 5 GARAGES	105
10	STORES	144
11	STORE SHED	100
12	FARM SHOP	336
13	GREENHOUSES & TUNNELS	273
14	MARKET GARDEN	1155
15	STANDBY GENERATOR/SUB-STATION	25
	Total	4762



Plattantay
SOM



M. Dorey

10/10/2015

PLAN



H. Dancy

[Signature]

FIRST SCHEDULE

(the Obligations)

Affordable Housing and Custom Build Dwellings

PART 1 – Transfer of the Affordable Dwellings

1. The Owner hereby covenants with the Council as follows:
 - 1.1 The residential element of the Development (taken as a whole) shall (unless agreed otherwise in writing with the Council acting by the Manager of Housing) deliver (subject to the operation of paragraph 3 of this Schedule) 18% of the Dwellings as Affordable Dwellings and these shall be constructed to housing standards to be agreed in writing with the Council. Where the total number of Affordable Dwellings to be provided within a Phase includes part of a whole number then the number of Affordable Dwellings within a Phase shall be rounded up where the part of the whole number is 0.5 or more and shall be rounded down where the part of the whole number is less than 0.5
 - 1.2 The Owner shall not Commence Development on any Phase until it has submitted to the Council for approval the Affordable Housing Units Layout and Mix Plan for that Phase (which shall be calculated on a 18% formulaic basis as a representative mix of the overall development – unless otherwise agreed with the Council and subject to paragraph 3 of this Schedule) and once approved in writing by the Council the Affordable Dwellings shall be provided for that Phase in accordance with the Affordable Housing Units Layout and Mix Plan
 - 1.3 The residential (Use Class C3) element of the Development (taken as a whole) shall (unless agreed otherwise in writing with the Council acting by the Manager for Housing) provide 70% of the Affordable Dwellings as Affordable Rented Housing and 30% of the Affordable Dwellings as Intermediate Affordable Housing. Where the total number of Affordable Dwellings to be provided as Affordable Rented Housing and/or Intermediate Affordable Housing (as the case may be) within a Phase includes part of a whole number then the number of Affordable Dwellings to be provided as Affordable Rented Housing and/or Intermediate Affordable Housing (as the case may be) shall be rounded up where the part of the whole number is 0.5

or more and shall be rounded down where the part of the whole number is less than 0.5

- 1.4 Not to Occupy more than 50% of the Open Market Dwellings within any Phase without transferring to an AHP or as the case might be 50% of the Affordable Dwellings within that Phase on such terms and subject to existing encumbrances reservations and the imposition of such covenants as may be agreed between the Owner and the AHP or as the case may be with the intention that the Affordable Dwellings within a Phase shall at all times be occupied and managed by and in accordance with this Agreement
- 1.5 Not to occupy more than 80% of the Open Market Dwellings within any Phase without transferring to an AHP all the Affordable Dwellings within that Phase on such terms and subject to existing encumbrances reservations and the imposition of such covenants as may be agreed between the Owner and the AHP with the intention that the Affordable Dwellings within any Phase shall at all times be occupied and managed by and in accordance with this Agreement

PART 2 – Affordable Rented Dwellings

- 1.6 Not to permit or otherwise allow any of the Affordable Rented Dwellings to be let other than:
 - 1.6.1 to a Qualifying Person who is either releasing an Alternative Affordable Home elsewhere or is in Housing Need
 - 1.6.2 at a sum not exceeding the Affordable Rent; and
 - 1.6.3 to persons selected in accordance with the principles of the Devon Homechoice policy and the Service Level Agreement for Devon Homechoice as amended from time to time whether or not the AHP is a member of the Devon Homechoice scheme
- 1.7 Not to permit or otherwise allow any of the Affordable Rented Dwellings to be let on initial or subsequent letting prior to the submission to and approval by the Council of a Scheme of Advertising for the Affordable Rented Dwellings

- 1.8 To serve upon the Council a Letting Notice each time an Affordable Rented Dwelling becomes available for letting
- 1.9 To advertise the relevant Affordable Rented Dwelling in accordance with the Scheme of Advertising approved in accordance with paragraph 1.7 immediately following the service of a Letting Notice in accordance with paragraph 1.8
- 1.10 Not to grant a tenancy of the relevant Affordable Rented Dwelling until the Owner or AHP has submitted written verification to the Council that the prospective tenant satisfies the obligations contained in this Deed and the Council has given its approval that the prospective tenant would satisfy the obligations contained in the Deed (such approval not to be unreasonably withheld) and if no response is given by the Council within 14 days of receipt of written verification from the AHP then approval will be deemed to have been given PROVIDED THAT such written verification is served upon the Council clearly addressed and marked for the urgent attention of the Business Manager for Housing
- 1.11 The AHP shall if so required by the Council provide to the Council (together with the written verification detailed in paragraph 1.7 above) all necessary documentation as stipulated in Annex 1 as evidence that the prospective tenant satisfies the obligations contained in this Deed.

PART 3 – Intermediate Affordable Housing

- 1.12 No to permit or otherwise allow any of the Intermediate Affordable Housing to be sold or let other than :
- 1.12.1 in accordance with the terms of the Shared Ownership Lease; and
- 1.12.2 to a Qualifying Person who is either releasing an Alternative Affordable Home elsewhere or is in Housing Need
- 1.13 No to permit or otherwise allow any of the Intermediate Affordable Housing to be sold or let on initial or subsequent sale or letting prior to:
- 1.13.1 the submission to and subsequent approval by the Council of a Scheme of Advertising for the Intermediate Affordable Housing; and

- 1.13.2 advertising the relevant Intermediate Affordable Housing in accordance with the approved Scheme of Advertising at 1.13.1 above

- 1.14 In the event that the AHP or the owner of an Intermediate Affordable Housing is unable to sell the Intermediate Affordable Housing in accordance with paragraph 1.12.2 above within a period of 90 days of Advertising the Intermediate Affordable Housing may be sold to any willing purchaser in accordance with paragraph 1.12.1 above and such person shall remain bound by the terms of this Deed
- 1.15 Not to exchange or complete contracts for the sale of any interest in the relevant Intermediate Affordable Home until the Owner has submitted written verification to the Council that the prospective purchaser satisfies the obligation contained in this Deed and the Council has given its approval that the prospective purchaser satisfies the obligations (such approval not to be unreasonably withheld) and if no response is given by the Council within 14 days of receipt of written verification from the AHP then approval will be deemed to have been given PROVIDED THAT such written verification is served upon the Council clearly addressed and marked for the urgent attention of the Business Manager for Housing
- 1.16 The AHP or Owner of the Intermediate Affordable Home shall if so required by the Council provide to the Council (together with the written verification detailed in paragraph 1.15 above) all necessary documentation as stipulated in Annex 1 as evidence that the prospective purchaser satisfies the obligations contained in this Deed.

PART 4 – Exemptions

- 1.17 The planning obligations and other provisions contained in paragraph 1.1 to 1.16 of this First Schedule shall not apply:
- 1.17.1 to any mortgagee or chargee of the Affordable Dwellings nor to any receiver appointed by any such mortgagee or chargee to the intent that any mortgagee chargee or receiver may deal with or dispose of any dwelling or dwellings comprising the Affordable Dwellings free from the said obligations and on the basis that any person deriving title through or under such mortgagee chargee or receiver shall not be bound by any of

the said obligations PROVIDED THAT the mortgagee or chargee shall first have complied with its duties at para 1.18 below; nor

1.17.2 to any tenant of any rented dwelling comprised in the Affordable Dwellings to exercise any right to acquire his dwelling (or any interest in it) or acquires the said rented dwelling pursuant to any voluntary sales policy of his landlord and nor to any person deriving title through or under such tenant; nor

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

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

1.18.1 in the event that the Council responds within 2 months from receipt of the Chargee's Notice indicating that arrangements for the transfer of the Affordable Dwellings can be made in such a way as to safeguard them as Affordable Housing and to secure repayment of all sums outstanding under the mortgage or charge (including all accrued principal monies, interest and reasonable and proper costs and expenses in connection with the mortgage or charge) then the mortgagee or chargee shall cooperate with such arrangements and use his reasonable endeavours to secure such transfer

1.18.2 if the Council does not serve its response to the Chargee's Notice served under paragraph 1.18.1 within the 2 months then the mortgagee or chargee shall be entitled to dispose of the Affordable Dwellings free from the restrictions set out in paragraph 1 of this Third Schedule

1.18.3 if the Council or any other person cannot within 3 months of the date of the Chargee's Notice secure such transfer then provided that the mortgagee or

chargee shall have complied with its obligations under this paragraph 1.18 the mortgagee or chargee shall be entitled to dispose of the Affordable Dwelling free from the restrictions set out in paragraph 1 of this First Schedule

1.18.4 Any Grant Funding element of any capital receipt generated by the exercise of a right referred to in paragraph 1.13 above shall be recycled in accordance with the procedure set out in the Housing Corporation Funding Guide (or such similar guide as may exist from time to time) and the AHP making such provision shall furnish the Council with such evidence as the Council shall reasonably require to show how the receipt has been spent

2. Custom Build Dwellings

2.1 In addition to the Affordable Dwellings, the Owner shall provide 5% of the total number of Dwellings as serviced Custom Build Plots. Where the total number of Custom Build Plots to be provided includes part of a whole number then the number of Custom Build Plots 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

2.2 No more than 50% of the Open Market Dwellings shall be Occupied until all the Custom Build Plots are provided as Fully Serviced Plots and are being Marketed Appropriately

2.3 The Custom Build Plots shall be Marketed Appropriately for the Marketing Period and on the Marketing Terms. If at the end of the Marketing Period the Owner has been unable to sell the Custom Build Plots in accordance with policy WE7 of the Teignbridge Local Plan the Owner may elect for the Custom Build Plots to remain on the open market or may offer the Custom Build Plots to the Council to purchase or to a housing association. Where the plots are affordable self build plots, the dwellings must remain as affordable dwellings

2.4 If the Owner elects to offer the Custom Build Plots to the Council or to a housing association the Owner shall make a written offer of the Custom Build Plots to the Council and/or a housing association and that offer shall specify the terms of the sale and that offer shall remain open for 21 days. Should the offer to purchase be