

5. The parties hereto have agreed to enter into this Deed in order to secure the planning obligations contained herein to enable the Council to issue the Permission.

NOW THIS DEED WITNESSES as follows:-

1. This Agreement is a planning obligation for the purposes of section 106 of the 1990 Act and all other enabling powers
2. In this Agreement unless the context otherwise requires:-

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

"Affordable Dwellings" means each unit of Affordable Rented Housing and Intermediate Affordable Housing or such other form of housing as might be agreed in writing between the parties to be delivered on the Site pursuant to this Agreement

"Affordable Housing" means (subject to the provisions of this Agreement) housing which is defined in the NPPF at Annex 2 or otherwise by the Government as housing which includes "social rented affordable rented and intermediate housing provided to eligible household 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 unit size unit distribution and unit type e.g. house, flats 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 or 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 the Developer and dealt with by the Council under reference 16/02423/MAJ for the Development

"Certificate of Practical Completion"

Means a certificate issued by the County Council under the relevant Highways Agreement or such other certificate as may be issued pursuant to the Highways Agreement to evidence that the Highway Works have been completed.

"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 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 and Commencement Development and other such expressions shall be construed accordingly

"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

"Development"

means the development authorised by the Permission as the same is more particularly described in the Application

"Devon Homechoice"

means a choice based scheme developed and operated in partnership between the Council and the AHP

"Dwelling"

means a dwelling (including a house flat or maisonette) to be constructed pursuant to the Permission within Class C3

"Ecological Mitigation Contribution"

means the sum of £10,236.20 (ten thousand, two-hundred and thirty-six pounds and twenty pence) payable to the District Council and to be used to towards strategic GHB bat mitigation in the Chudleigh area.

"Expert"

means the person appointed by the parties hereto pursuant to the provisions of this Agreement

"Fully Serviced"

means a Self Build and Custom Build Plot to which all necessary service connections have been provided to the boundary, including road access and utility services

"HCA"

means the Homes and Communities Agency of 110 Buckingham Place Road Victoria London SW1 or any successor in function

"Highway Agreement"

means an agreement made pursuant to section 38 and/or 278 of the HA1980 (including s228 provisions) in a form agreeable to the County Council

"Highway Works"

means the highway works as detailed in the attached 'Preliminary Access Arrangement Plan' drawing number PHL-

01 Rev I

"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 Home-choice and approved by the Council shall be considered a Letting Notice for the purposes of paragraph 1.8 of the Second Schedule

"Local Connection"

means a connection with the Primary Locality, the Secondary Locality, the Tertiary Locality 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

	<p>immediately prior to advertising (in accordance with the approved Scheme of Advertising); or</p> <p>(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 time</p>
"Local Housing Allowance"	<p>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</p>
"Manager for Housing"	<p>means the Council's Manager for the time being of Affordable Housing</p>
"Market Value"	<p>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</p>
"Marketed Appropriately"	<p>means marketing the Self Build and Custom Build Plots in accordance with a Marketing Strategy to be agreed in writing with the Council prior to such marketing taking place</p>
"Marketing Period"	<p>means a period of not less than twelve months in which the Self Build and Custom Build Plots will be Marketed Appropriately which will commence once the Self Build and Custom Build Plots are available for purchase</p>
"Marketing Strategy"	<p>means a document in writing for the Councils approval setting out details of the proposed marketing of the Self Build and Custom Build Plots which shall include details of the sale price of the</p>

plots how where and when the plots are to be offered to the open market Plot Passport details and any alternative or additional marketing in the event that interest is low

"Marketing Terms"

means the Owner's terms and conditions of the sale of the Self Build and 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 Second Schedule of this Deed

"Necessary Highway Consents"

Means any by-law approvals, and other consents, licences, permissions and orders required from any competent authority, statutory undertaker or person for the carrying out of the Highway Works.

"Occupation" and "Occupied"

means occupation for the purposes permitted by the 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 demolition and FOR THE AVOIDANCE OF DOUBT any sale of a Dwelling shall amount to permitting its Occupation for the purposes of the obligations in Schedules 2, 3 and 4 of this Deed or development authorised by the Permission and "Occupied" and "Occupy" shall be construed accordingly

"Open Market Dwelling"	means any dwelling to be constructed pursuant to the Permission which are not Affordable Dwellings
"Open Market Rent"	means a rent value 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 Deed and approved by the Council
"Open Space"	means the open space to be provided within the Site in accordance with the terms of this Agreement the area of which is shown on the Open Space Plan
"Open Space 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 the Open Space for the Development
"Permission"	means the outline planning permission subject to conditions to be granted pursuant to the Application
"Phase"	Means a phase of the residential development (class C3) comprising an area of land identified as a phase in the Application
"Plan"	means the plan annexed hereto and showing the Site edged (for the purposes of identification only) in red
"Play Area Contribution"	means the sum of £123,583.50 (One hundred and twenty-three thousand, five hundred and eighty-three pounds and fifty pence) payable to the Council and to be used towards the provision of play areas within the Primary Area
"Plot Passport"	means details for potential purchasers

with information on available plots their size any design and siting parameters the cost of the site and location of the plots in accordance with paragraph 2.24 of the Self Build and Custom Build Housing SPD dated July 2016

"Practical Completion"

Means completion of the Highway Works that enables the Highway Works to be used for the purpose for which they were designed, save for any minor defects and Practically Complete shall be construed accordingly

"Primary Area"

the town/parish of Chudleigh

"Proper Officer"

means the officer who may be nominated from time to time by the County Council to perform the functions required by this Deed

"Qualifying Person"

means person(s) who (unless otherwise agreed in writing with the Council) has/have on the date of advertising (in accordance with the Scheme of Advertising) by the Owner of the relevant Affordable Dwelling a Local Connection with

(a) the Primary Area; or

(b) if no person satisfying the requirement of (a) above has been identified by the Owner in consultation with the Council advertising (in accordance with the approved Scheme of Advertising) the relevant Affordable Dwelling a person who has a connection with the Primary Area or the Secondary Area; or

(c) if no person satisfying the requirements of (a) or (b) above has been identified by the Owner in consultation with the Council of advertising (in accordance with the approved Scheme of Advertising) the relevant Affordable Dwelling a person who has a connection with the Primary Area or the Secondary Area or the Tertiary Area; or

(d) if no person satisfying the requirements of (a), (b) or (c) above has been identified by the Owner in consultation with the Council advertising

	(in accordance with the approved Scheme of Advertising) the relevant Affordable Dwelling a person who has a connection with the Primary Area or the Secondary Area or the Tertiary Area or a County Local Connection
"Reasonable Service Charge"	means a sum that covers the contributions required from time to time for those services and facilities which are of a nature and to a standard reasonably required in connection with the Affordable Dwelling such as maintaining repairing and keeping secure the relevant Affordable Dwelling and its common parts the cleaning and lighting of the common parts and the maintenance of any communal gardens or landscaping areas that directly benefit the Affordable Dwelling
"Scheme of Advertising"	means the advertising for sale or letting of any interest in the relevant Affordable Dwelling in accordance with a scheme to be approved by the Council (such approval not to be unreasonably withheld or delayed) which scheme shall include unless otherwise agree with the Council: (a) in the case of Affordable Rented Dwellings an advertisement on the website of Devon Home-choice or such other similar website for advertising affordable homes which are ready for letting as agreed by the Council; or (b) in the case of Intermediate Affordable Housing an advertisement on the website of Help to Buy South West being the Government appointed help to buy agent for Devon or any successor organisation
"School Transport Contribution"	means the sum of £23,199.00 (Twenty three thousand, one hundred and ninety-nine pounds) payable to the District Council and to be used to towards the transportation of pupils from the Development to Teign School, Kingsteignton
"Secondary Area"	means the Parishes of Kenn, Kenton,

Ashcombe, Ideford, Kingsteignton,
Hennock, Trusham, Ashton and
Bishopsteignton

"Secretary of State"

means the Secretary of State for the
Department of Communities and Local
Government

"Self Build and Custom
Build Dwelling"

means a dwelling which meets the
definition in the Self Build and Custom
Housing Act 2015 (as amended) and the
Community Infrastructure Levy
Regulations (as amended)

"Self-Build and Custom Build
Plot"

means a plot on the Development upon
which the Self Build and Custom Build
Dwelling is to be constructed which shall
have legal access to a public highway
and electricity water and waste water
connections at least to the plot boundary

"Shared Ownership Lease"

means a lease substantially in the form
approved or published by the Home and
Communities Agency whereby the tenant
having paid an initial premium calculated
by reference to a maximum of 80% of the
Open Market Value of the particular unit
pays a rent in respect of the remaining
equity held by the Owner plus (if
appropriate) a Reasonable Service
Charge PROVIDED THAT such rent per
annum shall:

(a) initially be at a level not exceeding
2.5% of the full Open Market Value of the
AHP's retained share of the relevant
Affordable Dwelling; and

(b) not be at a level which is in conflict
with any applicable Homes and
Community Agency restrictions relating to
charges payable by the tenant

"Site"

means the land against which this
Agreement may be enforced as described
in the First Schedule and together with
Red Line Addition Area shown for
identification purposes only edged red on
the Plan

"Sustainable Travel Voucher"

means a voucher to be provided by the
Owner which will entitle the holder to

	redeem the voucher with a 12 month period following first Occupation of the relevant Dwelling on application against the cost of using sustainable transport modes (such as the cost of bus travel in the vicinity of the Site or the cost of bicycle or cycling equipment) to a maximum value of £350 per household
"Teignbridge Local Plan"	means the Teignbridge Local Plan 2013 – 2033 adopted by the Council on 06 May 2014
"Tertiary Area"	means the administrative area of Teignbridge District Council
"Traffic Order Contributions"	Means the sum of £5000.00 (Five Thousand pounds) per traffic order which shall be used by the County Council for the purposes of making traffic related orders that are necessitated by the Development
"Travel Pack"	means the package of travel information produced and to be provided to the first residents of the Development by the Owner aimed at encouraging residents of the Development to use sustainable modes of transport (including a location plan of bus stops near to the Site a bus timetable and bus route plan cycle route map and any other information which the County Council and/or the Owner considers appropriate towards promoting sustainable transport objectives)
"Welcome Pack"	means a welcome back for new residents containing a Travel Pack a Sustainable Travel Voucher and any other information which the Owner and/or County Council considers appropriate towards promoting sustainable transport objectives
"Working Days"	means any Monday to Friday (other than Bank or Public Holidays)

3. Construction of this Agreement

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 the prior completion and transfer of 50% of the completed Affordable Housing Dwelling Unit Phase to an AHP 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 the prior completion and transfer of 100% of the completed Affordable Housing for that phase 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

If the Affordable Rented Dwellings are to be let otherwise than in accordance with clause 1.6.3 then paragraphs 1.7, 1.8, 1.9, 1.10 and 1.11 of Part 2 of the Third Schedule shall apply

- 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