

THIS AGREEMENT is made the 2nd day of June

Two Thousand and Six

BETWEEN

- 1 **MARGARET ELIZABETH PATRIDGE** of Parramoor, Eggesford Road, Winkleigh, Devon EX19 8LD and **WILLIAM GEORGE COWLE** of Week House Farm, Winkleigh, Devon EX19 8DL (the "**Owner**");
- 2 **REDROW HOMES (WEST COUNTRY) LIMITED** a company registered in England and Wales under Company Number 04984069 and whose Registered Office is at Redrow House, St Davids Park, Ewloe, Flintshire CH5 3RX (the "**Developer**");
- 3 **DEVON COUNTY COUNCIL** of County Hall, Topsham Road, Exeter Devon, EX2 4QD (the "**County Council**"); and
- 4 **TORRIDGE DISTRICT COUNCIL** of Riverbank House, Bideford, Devon (the "**Council**")

1. Definitions

In this agreement the following terms have the meanings set out below:-

Act	the Town and Country Planning Act 1990.
Affordable House	each individual dwelling comprising the Affordable Housing.
Affordable Housing	<p>the fifteen Affordable Houses comprising 30% of the total number of dwellings rounded to the nearest whole number to be built pursuant to the Application and Planning Permission for persons who cannot afford to buy or rent houses generally available on the open market and being:-</p> <p>(a) a dwelling for rent at a rent which does not exceed the Affordable Rent;</p> <p>(b) a dwelling for sale for a price not exceeding the Restricted Price; or</p> <p>(c) a dwelling to be let to a purchaser as a Shared Ownership House where the price paid for the equity acquired by the purchaser (either in a single purchase or a series of purchases) does not exceed the Restricted Price.</p>



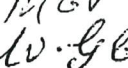
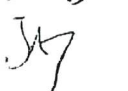

Affordable Housing Contribution	for each Affordable House means the Unrestricted Value less a sum equivalent to the amount which might have been paid by the RSL purchasing subject to the restrictions contained in this Agreement such commuted sum being determined by the Proper Officer or in the absence of agreement between the Council and the Owner by the District Valuer at the Council's expense.
Affordable Housing Policy	as contained in Policy HSC2 of the Torridge District Local Plan 1997-2011 the Supplementary Planning Guidance (Consultation Draft February 2003) and elsewhere to require affordable housing within residential developments where there is evidence of a community need for such housing and to control its future occupancy.
Affordable Housing Scheme	means: <ol style="list-style-type: none"> 1. in relation to the Detailed Planning Permission the scheme shown on Plan 1491/03Rev G; or 2. in relation to the Outline Planning Permission the scheme to be submitted by the Owner to the Council for approval prior to Commencement of the Development setting out details of the Affordable Housing to be provided and including plans showing location and layout and details of which of the dwellings shall be Affordable Housing and which Affordable Housing shall comprise the type, size and tenure detailed in Schedule 5 hereto
Affordable Rent	a rent which does not exceed twenty five per cent of the weekly average household income within Torridge District.
Application	Either the Outline Planning Application or the Detailed Planning Application (as the context admits)
Average annual household income	shall mean the average annual household income for families in Torridge to be notified in writing by the Proper Officer when requested to do so by the Owner and/or (as appropriate) the Developer.
Buffer Zone	the hedge to grow to at least 1 metre in height to be provided as a clear physical boundary between

	(1) the Public Open Space including the Play Area; and (2) the Affordable Housing and Unrestricted Dwellings, as agreed in writing with the Council (such agreement not to be unreasonably withheld or delayed)
Commencement Date	the date on which the Owner begins negotiations for the sale of the Affordable Housing.
Commencement of Development	shall have the same meaning as begin the development (not initiate the development) in Section 56 of the Act PROVIDED THAT for the avoidance of doubt the following shall not amount to Commencement of Development: (a) works of site clearance (except demolition of existing buildings on the Land (if any)) (b) ground investigation site survey work (c) construction of boundary fencing or hoardings (d) archaeological investigations (e) works of decontamination or remediation
Planting Season	shall mean the first planting season following completion of the sale of the last of the Unrestricted Dwellings and Affordable Houses
Contribution	Both or either of the Education Contribution and the Open Space Contribution
Detailed Planning Application	means the application for full planning permission made by the Developer to the Council and registered on 22 July 2005 for permission to carry out the Development and registered under reference 1/1183/2005/61/FUL
Detailed Planning Permission	means a planning permission granted pursuant to the Detailed Planning Application
Development	the residential development of the Land.
Education Contribution	the sum of £1,852 multiplied by the number of (a) Unrestricted Dwellings; and (b) Affordable Houses of two or more bedrooms to be paid by the Owner to Devon County Council which sum comprises a contribution of: • £694.50 per dwelling towards the provision of

	<p>secondary education at Chulmleigh Community College; and</p> <ul style="list-style-type: none"> • £1157.50 per dwelling towards provision of primary education at Winkleigh Primary School <p>or other education establishments in the area</p> <p>Provided Always that such contribution is not and shall not become payable in respect of any Affordable House comprising only 1 bedroom</p>
Housing Need	<p>a person who does not have available to him or her and could not afford (personally or jointly with other members of his or her household) to acquire or rent a home suitable for his or her needs and the needs of their household at normal market values prevailing in the district.</p>
Land	<p>the land off Exeter Road, Winkleigh, Devon shown for identification purposes only edged red on the Plan.</p>
Local Requirement	<p>(a) a minimum continuous residence by a prospective owner or occupier of five years in the Parish immediately prior to the Offer Date; or</p> <p>(b) residence by a prospective owner or occupier in the Parish for five years within the ten years preceding the Offer Date; or</p> <p>(c) where one or both parents or guardians of a prospective owner or occupier have resided in the Parish for a minimum period of ten years prior to the Offer Date; or</p> <p>(d) where a prospective owner or occupier has had continuous employment in the Parish for the past five years prior to the Offer Date; or</p> <p>(e) a key worker under a scheme approved by the Council; or</p> <p>(f) a person to whom a Mortgagee sells an Affordable House under Clause 18.2.2 shall be deemed to have a Local Requirement.</p>
Mortgagee	<p>Any person who is granted a charge over the Land or any part of it.</p>

Offer Date	the date on which the Owner or the Developer (as the case may be) first makes an offer to sell one or more of the Affordable Houses to an RSL or RSLs (as the case may be) or the date on which the Owner or Developer (as the case may be) offers to sell or grant a tenancy of an Affordable House to a tenant or purchaser, as the context requires.
Open Space Contribution	the sum of £34,677.28 as a commuted sum for maintenance of the Play Area.
Open Space Land	means: 1. in relation to the Detailed Planning Permission the open space and play area land shown on plan 1491/03 RevG; or 2. in relation to the Outline Planning Permission the area of at least 400 square metres for the provision of the Public Open Space including the Play Area as agreed with the Council (such agreement not to be unreasonably withheld or delayed)
Open Space Works	the works required by Schedule 3 to meet the specification for works and Play Equipment for the Public Open Space and Play Area to be agreed in writing with the Council (such agreement not to be unreasonably withheld or delayed)
Outline Planning Application	means the application for outline planning permission made by the Developer to the Council on 24 March 2005 for permission to carry out the Development and registered under reference 1/0641/2005/61/OUT
Outline Planning Permission	means a planning permission granted pursuant to the Outline Planning Application
Owner	shall include its successors in title and all persons deriving title under it and in particular in relation to an Affordable House shall mean each successive person who is the Owner of that dwelling including a tenant of a Shared Ownership House.
Owner's Notice	Shall have the meaning ascribed to it in clause 5.11 hereof

Parish	the Parish of Winkleigh and for the purposes of clause 8.5 below any immediately adjoining parish including an immediately adjoining parish in another District.
Plan	the plan annexed to this Agreement.
Planning Permission	the planning permission for the Development in the form of Schedule 6 or as the case may be Schedule 7 to this Agreement.
Play Area	The area for play to be provided and equipped with the Play Equipment as part of the Open Space Works within the Public Open Space.
Play Equipment	the play equipment to be specified by the Proper Officer for installation on the Play Area comprising a minimum of 4 items of play equipment to be approved in writing by the Proper Officer (such approval not to be unreasonably withheld or delayed)
Proper Officer	the Council's Strategic Director (Improvement) or in his/her absence such person who is properly designated to undertake his/her duties
Public Open Space	the area of 400 square metres of public open space including the Play Area to be provided by the Owner
Released Dwellings	<ol style="list-style-type: none"> 1. After the Owner has satisfied the obligations in Clauses 5.1, 5.2, 12.1, 12.2, 13.1, 13.2, 14.1, 14.2, 16.1 and 16.2 14.20.2, up to fifteen Unrestricted Dwellings contained on a list provided to the Council being those Unrestricted Dwellings that the Owner intends to occupy prior to the satisfaction of the obligations set out in Clauses 5.7, 5.8, 13.3 and 13.4 2. After the Owner has also satisfied the obligations in Clauses 5.7, 5.8, 13.3 and 13.4 up to 30 Unrestricted Dwellings contained on a list provided to the Council being those Unrestricted Dwellings that the Owner intends to occupy prior to the satisfaction of the obligations set out in Clause 5.9, 5.10, 12.3, 12.4, 14.3 and 14.4 3. After the Owner has also satisfied the requirements referred to in Clause 5.9, 5.10, 12.3, 12.4, 14.3 and 14.4 all the Unrestricted Dwellings.

	<p>4. After the Owner has also satisfied the obligations specified in clause 12.3 and 12.4 any Affordable house in respect of which the Owner has paid the Affordable Housing Contribution under clause 9; and</p> <p>5. Any Affordable House sold by the mortgagee of an RSL's interest in that Affordable House or by a receiver appointed by such a mortgagee under clause 18.3.1.</p>
Remaining Affordable Houses	shall have the meaning ascribed to it in clause 5.11 hereof
Rented Houses	Affordable Houses comprising houses to be let at an Affordable Rent
Restricted Price	the price calculated in accordance with Schedule 1 below.
RSL	a Housing Association or similar organisation registered with the Housing Corporation (or successor Body) and approved by the Council (such approval not to be unreasonably withheld or delayed) and Signpost Housing Association is approved for the purpose of this Agreement
RSL Price	The price at which the Owner shall transfer the Affordable Housing to the RSL. calculated in accordance with Schedule 2 below.
Shared Ownership Houses	Affordable Houses comprising houses let to purchasers on the basis that the purchaser acquires a percentage share of the equity and pays a rent to the retained equity owner in proportion to its share of the equity under a lease which has been approved by the Housing Corporation or the Proper Officer (such approval not to be unreasonably withheld or delayed)
Signpost Housing Association	Signpost Housing Association Limited a company registered in England and Wales under Company Registration Number 28960 whose Registered Office is at Signpost House, Sunrise Business Park, Blandford Forum, Dorset DT11 8SA
Staircasing Payment	any monies received by the Owner following the sale or leasing of an Affordable Dwelling as a result of a tenant exercising a right to increase his share of the equity or acquire the freehold (and any part of such monies).