

DATED 20th April 2023

NORTH DEVON DISTRICT COUNCIL
and
DEVON COUNTY COUNCIL
and
GEOFFREY RICHARD COX and MARGARET ANN COX

PLANNING OBLIGATION BY AGREEMENT
UNDER SECTION 106 OF THE TOWN AND COUNTRY PLANNING ACT 1990
Relating to
Land south of Broomhouse Park and west of Willow Rise, Witheridge, Devon

Legal Services
North Devon Council
PO Box 379
Barnstaple
EX32 2GR

Planning Application Ref: PD/JM/73742

File Ref: LS/CN/6604

DCC Ref: SAH/DEV001/238

THIS PLANNING OBLIGATION BY AGREEMENT is made the 20th day of April
Two Thousand and Twenty Three

Between

1. **NORTH DEVON DISTRICT COUNCIL** of Lynton House, Commercial Road, Barnstaple, Devon EX31 1DG ("**District Council**")
2. **DEVON COUNTY COUNCIL** of County Hall, Topsham Road, Exeter, EX2 4QD ("**County Council**")
3. **GEOFFREY RICHARD COX and MARGARET ANN COX** of Cannington Farm, Witheridge, Tiverton, Devon EX16 8PT ("**the Owner**")

INTRODUCTION

- (1) The District Council is the Local Planning Authority for the District of North Devon for the purposes of the 1990 Act for the area in which the Application Land is situated.
- (2) The County Council is the Education Authority and the Highways Authority for the area in which the Application Land is situated.
- (3) The Owner is the Freehold owner of the Application Land comprising: (i) the whole of the land registered at HM Land Registry with title absolute under title number DN549748; (ii) part of the land registered at HM Land Registry with title absolute under title number DN558771 and (iii) part of the land registered at HM Land Registry with title absolute under title number DN548944 all of which are shown edged red on the Location Plan.
- (4) The Owner has submitted the Application to the District Council and the parties have agreed to enter into this Deed in order to secure the planning obligations contained in this Deed.
- (5) The parties are satisfied that the restrictions and provisions contained in this Deed are necessary to make the Development acceptable in planning terms, are directly related to the Development and are fairly and reasonably related in scale and in kind to the Development.

WITHERIDGE



LEGEND

- ★ Affordable Home (Social Rent)
- ☆ Affordable Home (Intermediate)
- Single Storey (52 Bungalows 33.5%)
- 1.5 Storey
- Two Storey
- 1 Bedroom Home (6 homes 3.0%)
- 2 Bedroom Home (46 homes 29.7%)
- 3 Bedroom Home (69 homes 44.5%)
- 4 Bedroom Home (30 homes 19.4%)
- 5 Bedroom Home (4 homes 2.6%)
- Denotes Active Frontage

Class Larkfleet Homes
Project Land at Witheridge - Phase 2
Job Number 201905 Phase 2A 130722

Name	Flow Area Sq M	HDB	Bed	Total Units	Total
A17 at GP	238	Yes	1B/2	1	133
A17 at GP	634	Yes	1B/2	1	634
A18 at GP	625	Yes	1B/2	14	870
A20	451	Yes	2B/4	18	1518
A19	1208	Yes	3B/6	6	3942
A19	1334	Yes	4B/8	3	4032
Total				48	29714
170g 4 Bungalows	375	Yes	2B	23	22425
170g 8 Bungalows	307	Yes	2B	2	840
170g 10 Bungalows	475	Yes	2B	2	8242
170g 2 Bungalows	650	Yes	2B	2	3274
231g	623	Yes	2B	8	4728
231g	565	Yes	3B	5	2828
231g	555	Yes	3B	10	5550
231g	281	Yes	3B	14	13720
241g	1331	Yes	4B	14	17400
241g	1418	Yes	4B	11	14500
241g	1246	Yes	4B	8	7895
251g	2238	Yes	5B	4	8214
					177300
Total				158	194200

- Existing Footprint (Shaded Grey)
- Existing Footprint (Shaded Blue)
- Existing Footprint (Shaded Green)
- Existing Footprint (Shaded Yellow)
- Existing Footprint (Shaded Orange)
- Existing Footprint (Shaded Red)
- Existing Footprint (Shaded Purple)
- Existing Footprint (Shaded Pink)
- Existing Footprint (Shaded Brown)
- Existing Footprint (Shaded Grey)

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 3 High Road, West Hill, City of Surrey, GU11 1EX
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LARKFLEET HOMES

Land at Witheridge

Proposed Site Layout Analysis 1

1:1000
 1:1000 w.a. P1950:09 F

Proposed Site Layout Analysis

Existing Phase 1 layout shown for Reference only

WITHERIDGE



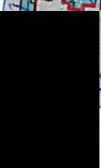
LEGEND

- Affordable Home (Social Rent)
- Affordable Home (Intermediate)
- Single Storey (52 Bungalows 33.5%)
- 1.5 Storey
- Two Storey
- 1 Bedroom Home (6 homes 3.8%)
- 2 Bedroom Home (46 homes 29.7%)
- 3 Bedroom Home (69 homes 44.5%)
- 4 Bedroom Home (30 homes 19.4%)
- 5 Bedroom Home (4 homes 2.6%)
- Denotes Active Frontage

Client: Larkfleet Homes
 Project: Land at Witheridge - Phase 2
 Job Number: BD 1950 Phase 2A 13/07/22

Name	Floor Area Sq Ft	NCSS	Bed	Total Units	Total
A1 Flat GP	538	Yes	1B2p	1	538
A1 Flat FF	624	Yes	1B2p	1	624
A1 B Inv	625	Yes	1B2p	14	8750
A1B	851	Yes	2B4p	18	15318
A1B	1058	Yes	3B6p	9	9582
A1B	1334	Yes	4B8p	3	4002
Total				48	39,114
TYPE A Bungalow	975	Yes	3B	23	22,425
TYPE B Bungalow	900	Yes	3B	6	5,400
H59 Bungalow	655	Yes	2B	8	5,240
H52 Bungalow	655	Yes	2B	5	3,275
2309	825	Yes	2B	8	4,125
2329	965	Yes	3B	5	4,825
2318	955	Yes	3B	10	9,550
2324	980	Yes	3B	14	13,720
2408	1283	Yes	4B	14	17,962
2409	1436	Yes	4B	10	14,360
2404	1598	Yes	4B	5	7,990
2502	2056	Yes	5B	4	8,224
				0	0
				0	0
Total				155	158,208

Proposed Site Layout Analysis



Existing Phase 1 layout shown for Reference only

1	Revising Key notated Client Request	17/06/21	ALP
2	Revising Key notated Client Request	15/05/21	ALP
3	Revising Key notated Client Request	14/02/21	ALP
4	Revising Key notated Client Request	10/01/21	ALP
5	Revising Key notated Client Request	08/04/21	ALP
6	Revising Key notated Client Request	20/04/21	ALP

Client: LARKFLEET HOMES
 Project: Land at Witheridge
 Title: Proposed Site Layout Analysis 1

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Scale: 1:1000
 Date: 13/07/22
 Rev: F

WITHERIDGE




LEGEND

- * Affordable Home (Social Ren)
- * Affordable Home (Intermediate)
- Single Storey (52 Bungalows 33.5%)
- 1.5 Storey
- Two Storey
- 1 Bedroom Home (6 homes 3.8%)
- 2 Bedroom Home (46 homes 29.7%)
- 3 Bedroom Home (69 homes 44.5%)
- 4 Bedroom Home (30 homes 19.4%)
- 5 Bedroom Home (4 homes 2.6%)
- Denotes Active Frontage

Client Project	Larkfleet Homes Land at Witheridge - Phase 2				
Job Number	BD 1955	Phase 2A	13/07/22		
Name	Floor Area Sq Ft	MGB	Bed	Total Units	Total
AF Flat GF	538	Yes	1B2p	1	538
AF Flat FF	624	Yes	1B2p	1	624
AFI B Inv	825	Yes	1B2p	14	8,750
ACB	851	Yes	2B5p	18	15,318
ACB	1098	Yes	3B6p	9	9,882
AHB	1334	Yes	4B9p	3	4,002
Total				46	39,114
TYPE A Bungalow	975	Yes	3B	23	22,425
TYPE B Bungalow	900	Yes	3B	6	5,400
H59 Bungalow	655	Yes	3B	8	5,240
H62 Bungalow	655	Yes	3B	5	3,275
2324	825	Yes	3B	5	4,125
2329	955	Yes	3B	5	4,825
2318	955	Yes	3B	10	9,550
2324	980	Yes	3B	14	13,720
2428	1283	Yes	4B	14	17,962
2409	1435	Yes	4B	15	14,500
2404	1590	Yes	4B	5	7,950
2502	2050	Yes	5B	4	8,224
				0	0
Total				155	156,200

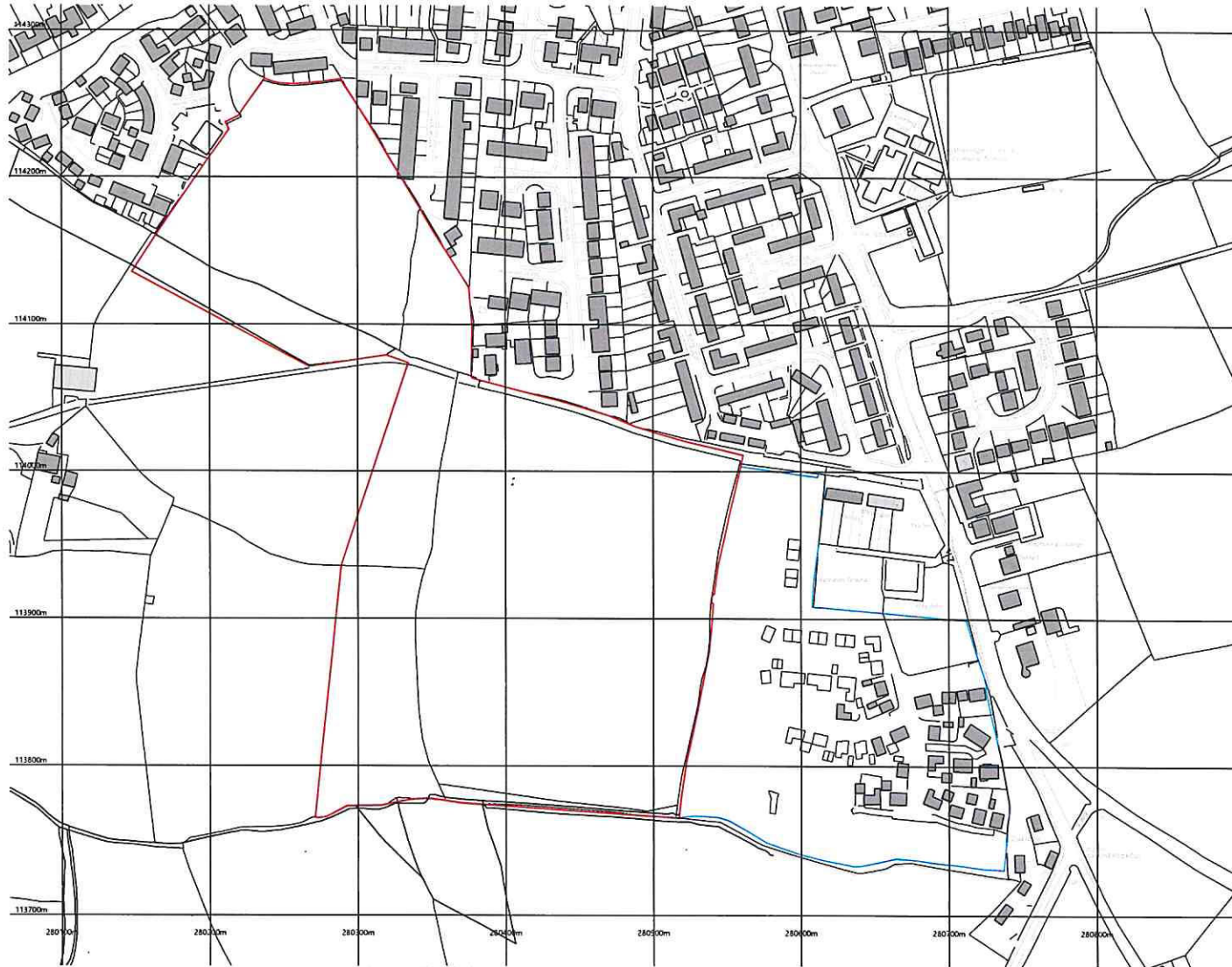


Proposed Site Layout Analysis

<ul style="list-style-type: none"> F Drawing Fee (located Client Request) G Drawing Fee (located Client Request) D Drawing (located in the Land Charges 21193) (at Rev 0) C Drawing (located in the Land Charges 21193) (at Rev 0) B Location changes and LPA meeting A Address for Postcode (at Rev 0) 	<ul style="list-style-type: none"> 15/04/21 15/03/23 21/12/22 15/12/22 18/06/22 15/12/21 	<ul style="list-style-type: none"> ALP ALP ALP ALP ALP ALP
<p>Drawn by: [Name]</p> <p>Checked by: [Name]</p>		
 <p>bean designed</p> <p>5 High Bank, West Hill, Ottery St Mary, EX11 1XA info@beandesign.co.uk</p>		
<p>LARKFLEET HOMES</p> <p>Land at Witheridge</p>		
<p>Proposed Site Layout Analysis I</p>		
<p>Date: 16/06/21</p> <p>Scale: 1:1000 (at A1)</p>	<p>Rev: ALP</p> <p>Drawn by: CLP</p>	<p>Proj No: P1950:09</p> <p>Rev: F</p>

Existing Phase I layout shown for Reference only

WITHERIDGE



Location Plan

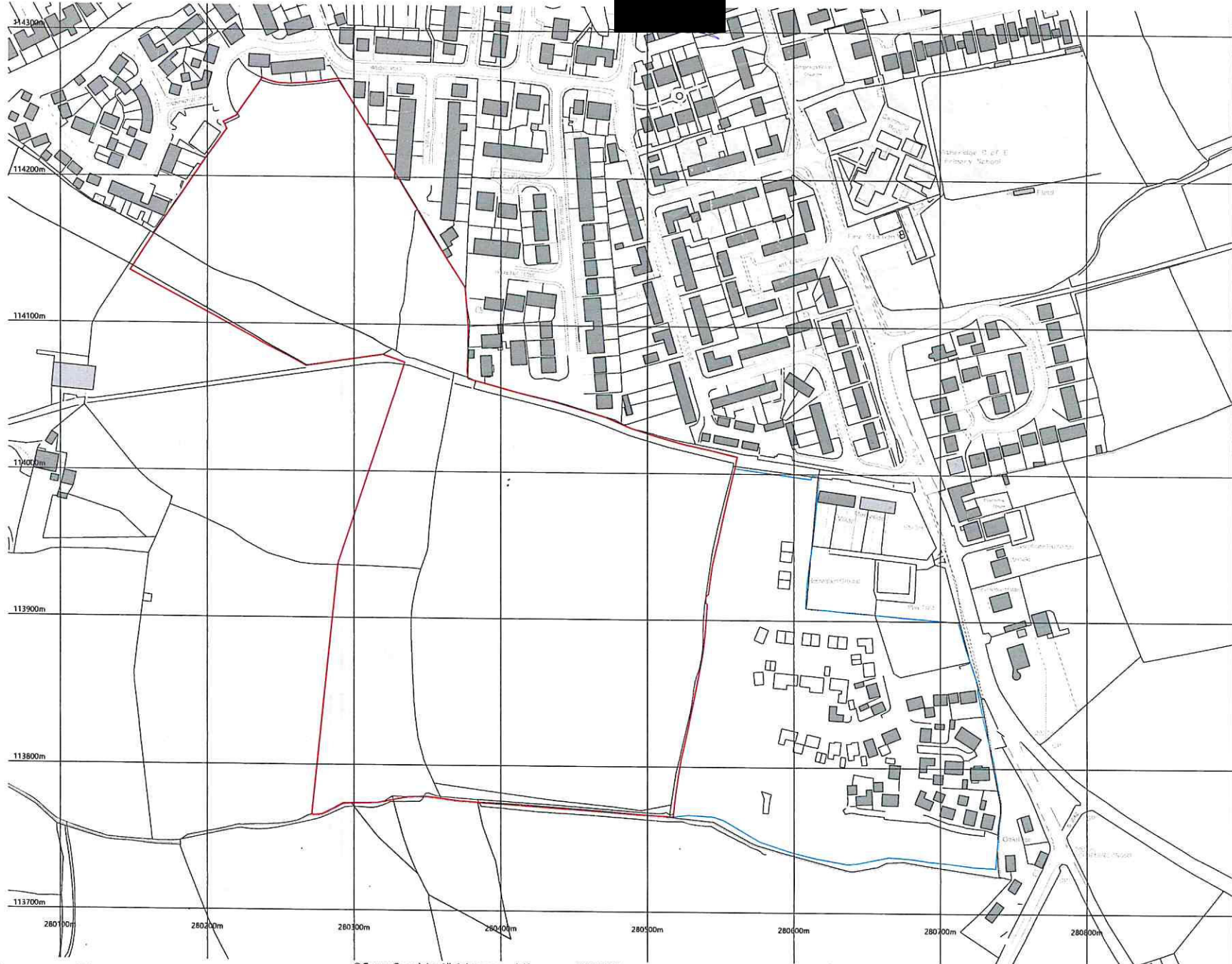
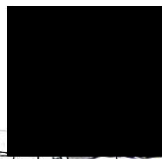
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**LARKFLEET
HOMES**

			
www.bean-designed.co.uk			
LARKFLEET HOMES			
Land at Witheridge			
Location Plan			
1:1500	A1P	1:1950:01	-

WITHERIDGE



Location Plan

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**LARKFLEET
HOMES**



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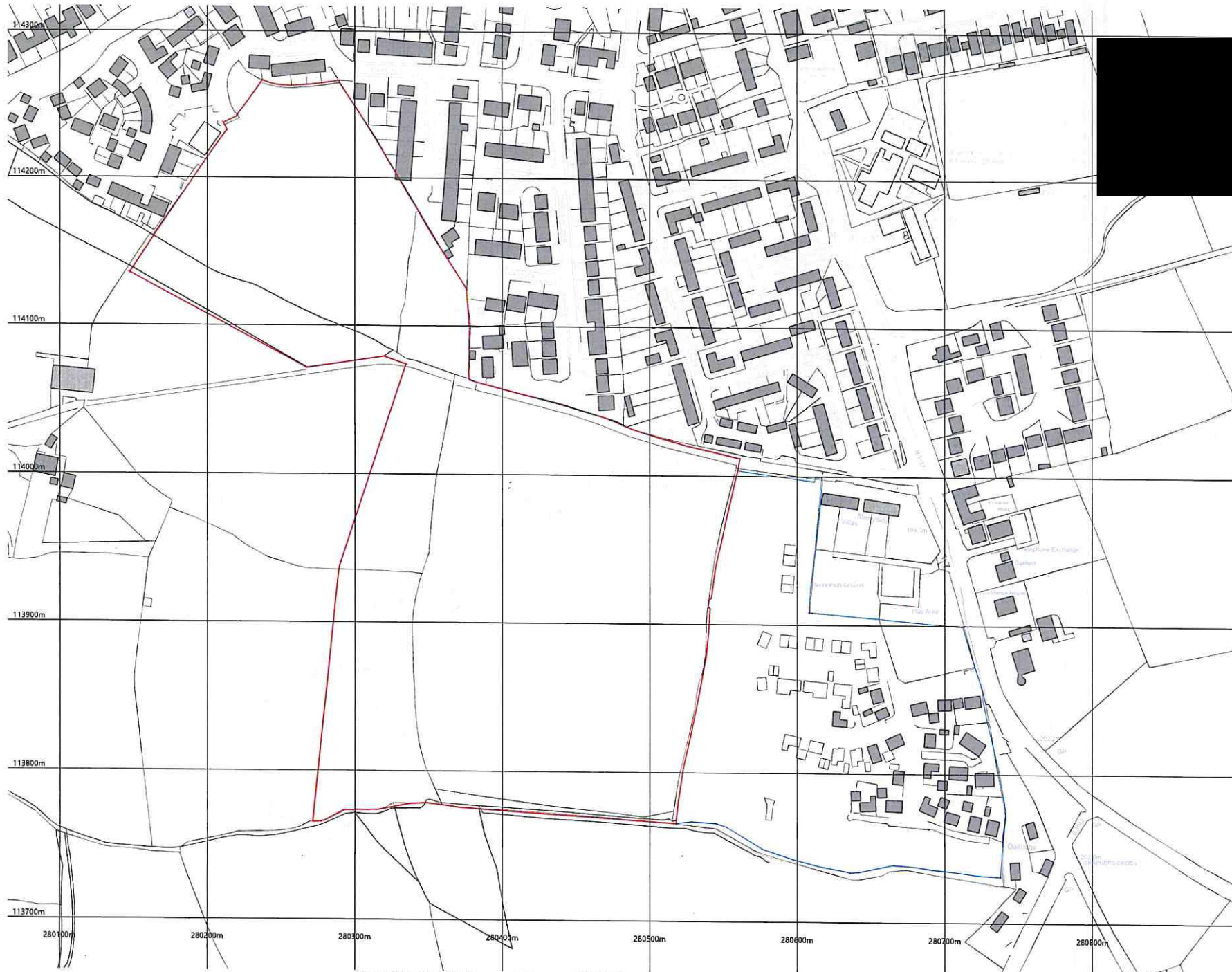
Client: LARKFLEET HOMES

Project: Land of Witheridge

Title: Location Plan

Date: 16/05/21	File: ALP	Page No: 1	Rev: -
Scale: 1:1250 @ A1	Client: P1950:01		

WITHERIDGE



Location Plan

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**LARKFLEET
HOMES**



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Client: LARKFLEET HOMES

Project: Land at Witheridge

Title: Location Plan

Date: 16/04/21	By: ALP	Drawn: -
Scale: 1 : 1250 @ A1	Sheet: CLP	Project: P1950:01

WITHERIDGE



LEGEND

- Wheelie Bin
- Bin Collection Point
- Denotes 2.5m x 5m Parking Space
- Denotes 6m x 3m Single Garage
- Denotes 6m x 6m Double Garage
- Adaptable Highway (bitmac)
- Management Company



Client: Lark Fleet Homes
 Project: Land at Witheridge - Phase 2
 Job Number: SD 1950 Phase 2A 15/07/22

Name	Plot Area (sq ft)	NCSS	Bed	Total Units	Total
a/Fur GP	538	Yes	18/20	1	1/18
a/Fur GP	626	Yes	18/20	1	2/18
a/SB GP	626	Yes	18/20	1	3/18
a/SB	857	Yes	28/32	18	15/318
A/SB	1088	Yes	28/32	36	4/372
A/SB	1124	Yes	45/38	7	4/502
Total				48	28/318
1/Fur & B/Sgarage	871	Yes	38	21	22/418
1/Fur & B/Sgarage	900	Yes	38	6	2/42
1/Fur & B/Sgarage	650	Yes	28	8	2/24
1/SB	650	Yes	28	6	2/17
1/SB	820	Yes	28	6	2/17
2/SB	959	Yes	38	7	2/412
2/SB	959	Yes	38	10	5/52
2/SB	930	Yes	38	14	13/720
2/SB	1293	Yes	48	14	17/362
2/SB	1428	Yes	48	12	14/282
2/SB	1581	Yes	48	8	7/382
2/SB	2078	Yes	58	2	8/44
Total				115	116/200



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LARKFLEET HOMES
 Land at Witheridge
 Proposed Site Layout Analysis 2

14/06/21 by ALP
 1:1000 @ A3 clp P1950:10

Proposed Site Layout Analysis 2

Existing Phase 1 layout shown for Reference only

WITHERIDGE



LEGEND

- Wheeler Bin
- Bin Collection Point
- Denotes 2.5m x 5m Parking Space
- Denotes 6m x 3m Single Garage
- Denotes 6m x 6m Double Garage
- Adoptable Highway (bilmac)
- Management Company

Client: Larkfleet Homes
 Project: Land at Witheridge - Phase 2
 Job Number: BD 1950 Phase 2A 13/07/22

Name	Floor Area Bq Ft	MDGS	Bed	Total Units	Total
A1 Flat CP	531	Yes	1B2p	1	538
A1 Flat FP	624	Yes	1B2p	1	624
A11 B Inv	825	Yes	1B2p	14	8,750
A CB	851	Yes	2B4p	18	15,318
A CB	1058	Yes	3B5p	8	8,832
ARB	1334	Yes	4B8p	3	4,502
Total				46	39,514
TYPE A Bungalow	975	Yes	3B	23	22,425
TYPE B Bungalow	908	Yes	3B	8	8,400
H59 Bungalow	655	Yes	2B	8	5,240
H62 Bungalow	655	Yes	2B	8	3,275
2328	825	Yes	3B	5	4,125
2329	955	Yes	3B	5	4,825
2318	955	Yes	3B	10	9,650
2354	950	Yes	3B	14	13,720
2425	1213	Yes	4B	14	17,952
2429	1430	Yes	4B	10	14,300
2404	1566	Yes	4B	5	7,580
2502	2056	Yes	5B	4	8,224
				0	0
Total				155	156,200



LARKFLEET HOMES

C Drawing Issued to Match Site Layout Changes 14/10/22 ALP
 B Drawing Issued to Match Site Layout Changes 15/07/22 ALP
 A Drawing Issued to Match Site Layout Changes 15/06/22 ALP
 Rev Description Date By

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 3 High Road, West Hill, Dorney, St Mary, E11 11X
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Client: LARKFLEET HOMES
 Project: Land at Witheridge
 Title: Proposed Site Layout Analysis 2

Date: 16/06/21 By: ALP
 Scale: 1:1000 on A1 Date: 16/06/21 By: CLP
 Project No: P1950:10

Proposed Site Layout Analysis 2

Existing Phase 1 layout shown for Reference only

WITHERIDGE



LEGEND

-  Wheelie Bin
-  Bin Collection Point
-  Denotes 2.5m x 5m Parking Space
-  Denotes 6m x 3m Single Garage
-  Denotes 6m x 6m Double Garage
-  Adoptable Highway (bilmac)
-  Management Company

Client: Larkfleet Homes
 Project: Land at Witheridge - Phase 2
 Job Number: BD 1950 Phase 2A 13/07/22

Name	Floor Area sq ft	NDSS	Bed	Total Units	Total
AI Flat GF	538	Yes	1B2p	1	538
AI Flat FF	624	Yes	1B2p	1	624
AI1 B Inv	625	Yes	1B2p	14	8,750
A6B	851	Yes	2B4p	18	15,318
A8B	1088	Yes	3B6p	9	9,882
A8B	1334	Yes	4B8p	3	4,002
Total				46	38,114
TYPE A Bungalow	975	Yes	3B	23	22,425
TYPE B Bungalow	900	Yes	3B	6	5,400
H51 Bungalow	655	Yes	2B	8	5,240
H52 Bungalow	655	Yes	2B	5	3,275
2328	825	Yes	2B	5	4,125
2329	965	Yes	3B	5	4,825
2318	955	Yes	3B	10	9,550
2324	980	Yes	3B	14	13,720
2428	1283	Yes	4B	14	17,962
2409	1430	Yes	4B	10	14,300
2404	1506	Yes	4B	5	7,530
2502	2056	Yes	5B	4	8,224
				0	0
Total				155	156,200



LARKFLEET HOMES

C Drawing issued to match the Land of Change 11/12/22 HP
 B Drawing issued to match the Land of Change 11/05/22 ALP
 A Drawing issued to match the Land of Change 18/04/22 HP
 1950 Designation Date 1950



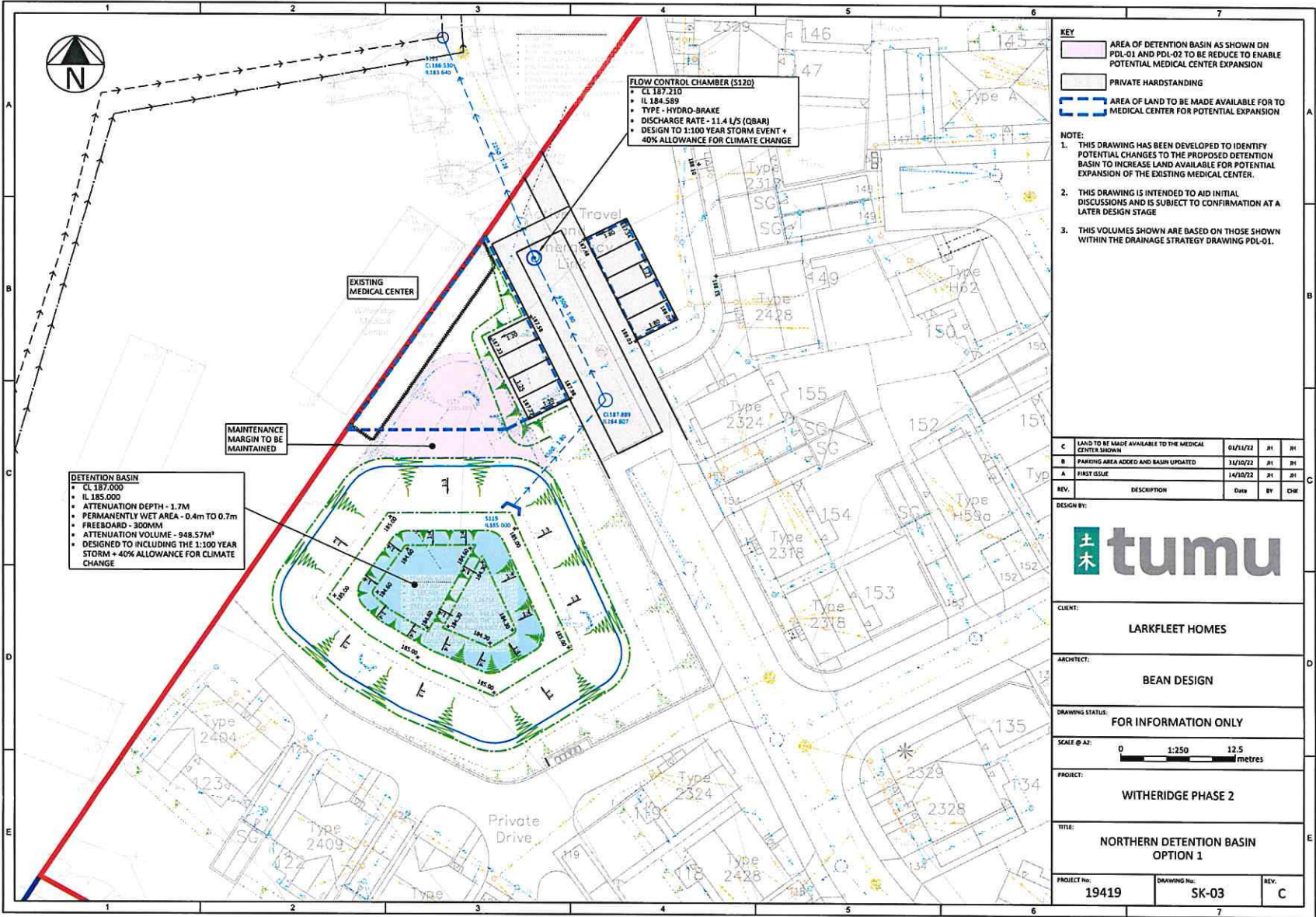
5 High Road, West Hill, Ottery St Mary, EX11 1AX
 @foibeanddesign.co.uk

PROJECT: LARKFLEET HOMES
 SITE: Land at Witheridge
 DRAWING: Proposed Site Layout Analysis 2

Date: 18/08/21
 Drawn: ALP
 Scale: 1:1000 @ A1
 Title: P1950:10
 Rev: C

Proposed Site Layout Analysis 2

Existing Phase 1 layout shown for Reference only



DETENTION BASIN

- CL 187.000
- IL 185.000
- ATTENUATION DEPTH - 1.7M
- PERMANENTLY WET AREA - 0.4m TO 0.7m
- FREEBOARD - 300MM
- ATTENUATION VOLUME - 948.57M³
- DESIGNED TO INCLUDING THE 1:100 YEAR STORM + 40% ALLOWANCE FOR CLIMATE CHANGE

MAINTENANCE MARGIN TO BE MAINTAINED

EXISTING MEDICAL CENTER

FLOW CONTROL CHAMBER (S120)

- CL 187.210
- IL 184.589
- TYPE - HYDRO-BRAKE
- DISCHARGE RATE - 11.4 L/S (QBAR)
- DESIGN TO 1:100 YEAR STORM EVENT + 40% ALLOWANCE FOR CLIMATE CHANGE

- KEY**
- AREA OF DETENTION BASIN AS SHOWN ON PDL-01 AND PDL-02 TO BE REDUCE TO ENABLE POTENTIAL MEDICAL CENTER EXPANSION
 - PRIVATE HARDSTANDING
 - AREA OF LAND TO BE MADE AVAILABLE FOR TO MEDICAL CENTER FOR POTENTIAL EXPANSION

- NOTE:**
1. THIS DRAWING HAS BEEN DEVELOPED TO IDENTIFY POTENTIAL CHANGES TO THE PROPOSED DETENTION BASIN TO INCREASE LAND AVAILABLE FOR POTENTIAL EXPANSION OF THE EXISTING MEDICAL CENTER.
 2. THIS DRAWING IS INTENDED TO AID INITIAL DISCUSSIONS AND IS SUBJECT TO CONFIRMATION AT A LATER DESIGN STAGE
 3. THIS VOLUMES SHOWN ARE BASED ON THOSE SHOWN WITHIN THE DRAINAGE STRATEGY DRAWING PDL-01.

C	LAND TO BE MADE AVAILABLE TO THE MEDICAL CENTER SHOWN	01/21/22	JH	JH
B	PARKING AREA ADDED AND BASIN UPDATED	31/10/22	JH	JH
A	FIRST ISSUE	14/10/22	JH	JH

REV.	DESCRIPTION	Date	BY	CHK

DESIGN BY:

CLIENT: LARKFLEET HOMES

ARCHITECT: BEAN DESIGN

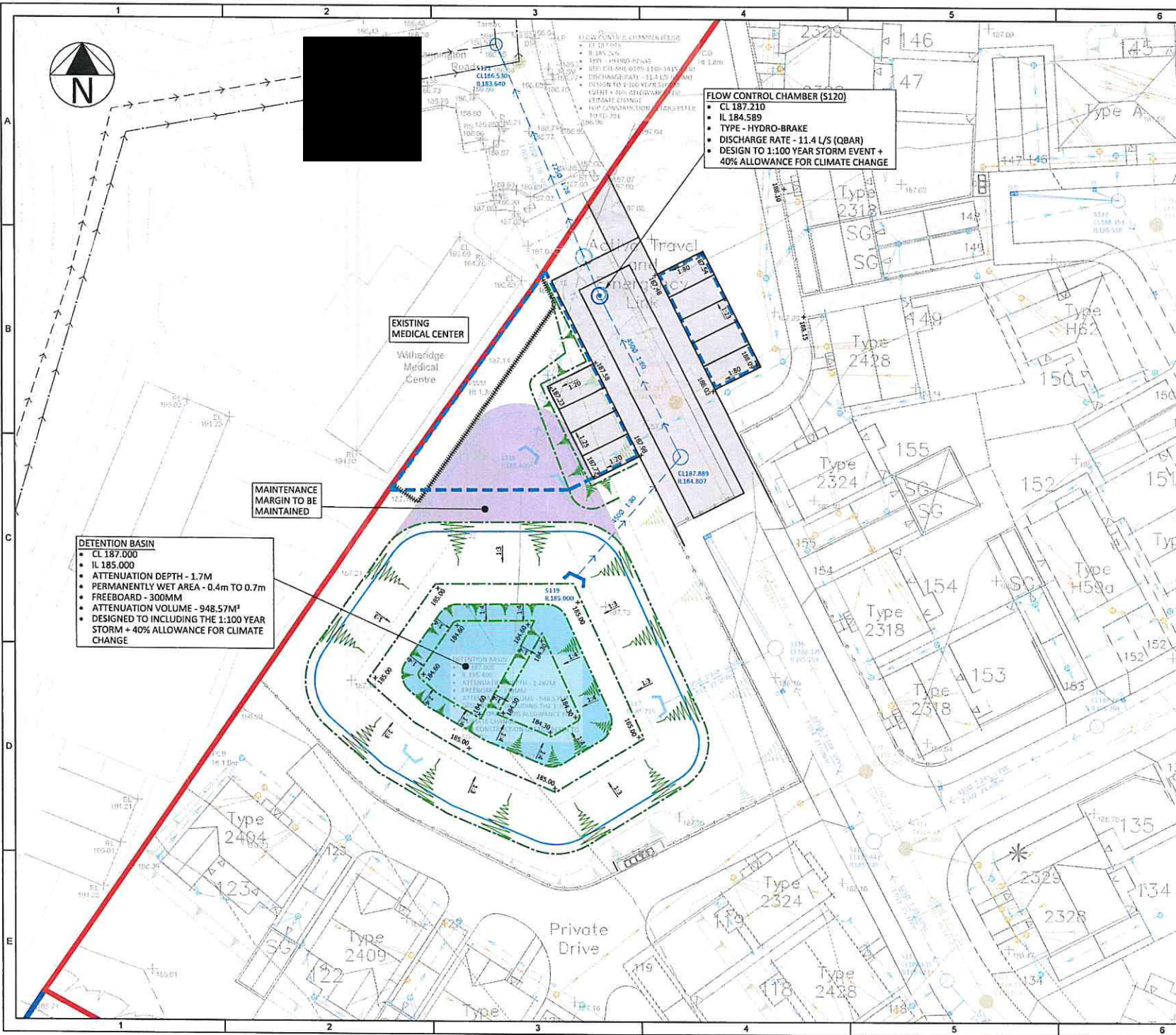
DRAWING STATUS: FOR INFORMATION ONLY

SCALE @ A2: 0 1:250 12.5 metres

PROJECT: WITHERIDGE PHASE 2

TITLE: NORTHERN DETENTION BASIN OPTION 1

PROJECT No:	DRAWING No:	REV.
19419	SK-03	C



KEY

- AREA OF DETENTION BASIN AS SHOWN ON PDL-01 AND PDL-02 TO BE REDUCE TO ENABLE POTENTIAL MEDICAL CENTER EXPANSION
- PRIVATE HARDSTANDING
- AREA OF LAND TO BE MADE AVAILABLE FOR TO MEDICAL CENTER FOR POTENTIAL EXPANSION

- NOTE:**
1. THIS DRAWING HAS BEEN DEVELOPED TO IDENTIFY POTENTIAL CHANGES TO THE PROPOSED DETENTION BASIN TO INCREASE LAND AVAILABLE FOR POTENTIAL EXPANSION OF THE EXISTING MEDICAL CENTER.
 2. THIS DRAWING IS INTENDED TO AID INITIAL DISCUSSIONS AND IS SUBJECT TO CONFIRMATION AT A LATER DESIGN STAGE
 3. THIS VOLUMES SHOWN ARE BASED ON THOSE SHOWN WITHIN THE DRAINAGE STRATEGY DRAWING PDL-01.

C	LAND TO BE MADE AVAILABLE TO THE MEDICAL CENTER SHOWN	01/11/22	JH	JH
B	PARKING AREA ADDED AND BASIN UPDATED	31/10/22	JH	JH
A	FIRST ISSUE	14/10/22	JH	JH
REV.	DESCRIPTION	Date	BY	CHK

DESIGN BY:

CLIENT:
LARKFLEET HOMES

ARCHITECT:
BEAN DESIGN

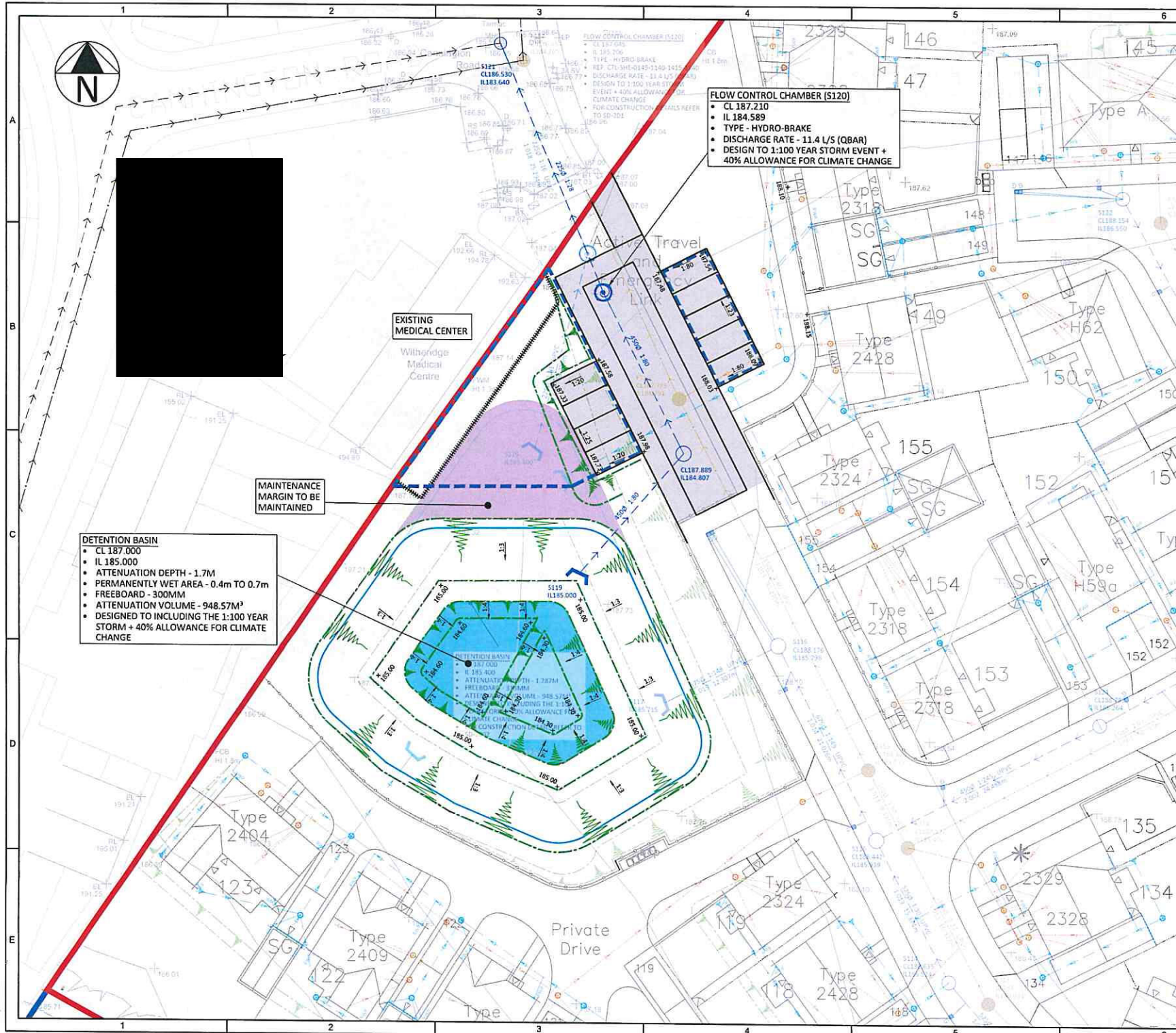
DRAWING STATUS:
FOR INFORMATION ONLY

SCALE @ A2:
0 1:250 12.5 metres

PROJECT:
WITHERIDGE PHASE 2

TITLE:
NORTHERN DETENTION BASIN OPTION 1

PROJECT No:	DRAWING No:	REV:
19419	SK-03	C



KEY

- AREA OF DETENTION BASIN AS SHOWN ON PDL-01 AND PDL-02 TO BE REDUCE TO ENABLE POTENTIAL MEDICAL CENTER EXPANSION
- PRIVATE HARDSTANDING
- AREA OF LAND TO BE MADE AVAILABLE FOR TO MEDICAL CENTER FOR POTENTIAL EXPANSION

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 2. THIS DRAWING IS INTENDED TO AID INITIAL DISCUSSIONS AND IS SUBJECT TO CONFIRMATION AT A LATER DESIGN STAGE
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C	LAND TO BE MADE AVAILABLE TO THE MEDICAL CENTER SHOWN	01/11/22	JH	JH
B	PARKING AREA ADDED AND BASIN UPDATED	31/10/22	JH	JH
A	FIRST ISSUE	14/10/22	JH	JH
REV.	DESCRIPTION	Date	BY	CHK

DESIGN BY:

CLIENT: LARKFLEET HOMES

ARCHITECT: BEAN DESIGN

DRAWING STATUS: FOR INFORMATION ONLY

SCALE @ A2: 0 1:250 12.5 metres

PROJECT: WITHERIDGE PHASE 2

TITLE: NORTHERN DETENTION BASIN OPTION 1

PROJECT No:	DRAWING No:	REV:
19419	SK-03	C

NOW THIS DEED WITNESS AS FOLLOWS

1. DEFINITIONS

1990 Act	means the Town and Country Planning Act 1990 and all subsequent amendments thereto
Adjoining Rural Parishes	means the parishes of Rackenford, Rose Ash, East Worlington, Meshaw, Cruys, Morchand Thelbridge and Templeton
Affordable Dwellings	means the forty six (46) Dwellings to be provided as Affordable Housing together with their curtilage and any parking space or garage allocated to them and reference to “Affordable Dwelling” shall mean any one of them
Affordable Housing	means affordable housing as defined by Annex 2 of the National Planning Policy Framework July 2021 (or any other statement or circular which may supersede or amend it) for sale or rent to meet the needs of eligible households whose needs are not met by the market and in the Development to comprise 75% Social Rent and 25% Intermediate Housing
Affordable Housing Contribution	means the sum of sixty four thousand and twenty five pounds (£64,025) Index Linked to be used towards the provision of offsite affordable housing in the Parish, Adjoining Parishes or the District of North Devon
Affordable Housing Provisions	means the provisions relating to the Affordable Housing referred to in Schedule Three of this Deed
Affordable Housing Land	means the land or any part thereof on which the Affordable Dwellings are to be constructed
Affordable Housing Scheme	means the agreed scheme for the provision of Affordable Housing as part of the Development as shown on drawing ref. no. P1950 09 Rev F 17.04.23 Witheridge Ph2 Site Layout Analysis1 A1

Annual Update	means the North Devon and Torrington Affordable Housing Research Annual Update published by the District Council from time to time
Application	means the full planning application made to the District Council for Planning Permission for the Development on the Application Land registered on 8 th July 2021 with planning reference number 73742
Application Land	means the land shown edged red on the Location Plan attached to this Agreement
Assured Tenancy	means an assured tenancy or an assured shorthold tenancy under the Housing Act 1988 as amended by the Housing Act 1996 or such other similar form of periodic tenancy permitted under any statutory modification
Average Open Market Valuation	means the mean average of the three Open Market Valuations to be provided by Valuers in respect of the Discounted Price and if a range of valuations is provided by a Valuer then the midpoint of the range is to be used to calculate the average valuation and such valuations shall not be older than six months from the date that they are submitted
BCIS Index	means the Building Costs All In Tender Price Index published by the Building Cost Information Service of the Royal Institution of Chartered Surveyors or any successor organisation
Chargee	means a mortgagee or chargee (or any receiver (including an administrative receiver) appointed by such mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security or any administrator (howsoever appointed) including a housing administrator (each a Receiver)) of the whole or any part of the Affordable Housing or any persons or

	bodies deriving title through such mortgagee or chargee or Receiver
Commence Development	means any material operation (as defined in Section 56(4) of the 1990 Act) forming part of the Development that 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, site survey works, laying out or pegging out works, erection of temporary means of enclosure, the temporary display of site notices or advertisements, and cognate expressions shall be construed accordingly
Complete	means substantially completed in the opinion of the District Council and "Completion" shall be construed accordingly
County	means the administrative area of Devon County Council
DMS Dwellings	Means an Affordable Dwelling where 100% of the equity is to be sold at the Initial Sale Price or Discounted Price (as applicable)
Development	means the residential development of 155 dwellings and associated infrastructure as further set out in the Application and the Planning Permission, and includes any part or parts thereof
Devon Home Choice	means the method or body agreed by the District Council for the allocation of affordable homes for rent to a person or persons in Housing Need in the administrative district of North Devon or any subsequent replacement system
Discounted Price	means a price at which a DMS Dwelling is to be sold on any subsequent sale which is to be calculated by multiplying the Average Open Market Valuation of the

	<p>DMS Dwelling as at the date of the offer for sale by the following percentages:</p> <ul style="list-style-type: none"> • One bedroom DMS dwelling – 74% • Two bedroom DMS Dwellings – 57% • Three bedroom DMS Dwellings – 48%
District	means the administrative area of North Devon District Council
Dwelling	means any dwelling (including a house, bungalow, flat or maisonette) forming part of the Development
Eligible Purchasers	means in relation to Shared Ownership Housing persons who are in Housing Need and have a Local Connection
Eligible Renters	means in relation to Rented Housing persons who are in Housing Need and have a Local Connection
Estate Agent	means an estate agent with at least five years' experience of valuing residential properties in the District
Grant Funded	means funding from Homes England to support the delivery of Affordable Housing
Head of Planning, Housing and Health	means the District Council's Head of Planning, Housing and Health or such other officer(s) whom they shall delegate any of the District Council's functions under Deed
Highways Contribution	means the sum of twenty thousand pounds (£20,000) Index Linked to be used towards the improvement of pedestrian facilities in Witheridge
Home Buy Agent	means Help to Buy South of Collins House, Bishopstoke Road, Eastleigh, Hampshire, SO50 6AD or such other organisation(s) as may be designated by Homes England or a successor body
Homes England	means the central government agency (formerly the Housing Corporation and Homes and Communities Agency) which provides funding to registered housing

	providers and shall include any successor in function howsoever named or any organisation which is performing a similar function
Home Exchange Service	means a national service which assists tenants of rented Affordable Housing to exchange their homes under mutual exchange such as HomeSwapper or House Exchange;
Housing Need	means a person who is homeless or threatened with homelessness or living in accommodation, which in the opinion of the District Council is insecure or unsuitable (this may be 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) AND is unable to purchase or rent suitable accommodation at open market values in the District, taking into account the household's income, capital and other financial circumstances
Indexation Formula	<p>means increased in accordance with the following indexation formula: -</p> $C = \frac{\text{£Y} \times B}{A}$ <p>where:</p> <p>A is the value of the BCIS Index last published before the date of this Deed with the exception of the Primary Education Contribution when the date shall be 1 June 2020;</p> <p>B is the value of the BCIS Index last published before the relevant contribution has been paid;</p> <p>C is the contribution to be paid; and</p> <p>£Y is the amount of the relevant contribution as stated in this Deed</p>

Index Linked	means the payment of the sum specified together with any further amount due following application of the Indexation Formula to that sum
Informal Public Open Space	Means the on site informal public open space to be provided by the Owner in accordance with the POS Masterplan
Initial Sale Price	means the amount for which a DMS Dwelling may be sold on first sale as follows; <ul style="list-style-type: none"> • One bedroom DMS Dwellings - £85,000 • Two bedroom DMS Dwellings - £112,000 • Three bedroom DMS Dwellings - £112,000
Interest Rate	means the Law Society's Interest Rate calculated on a day to day basis
Intermediate Housing	means Affordable Housing made available for sale or rent as Shared Ownership Dwellings, DMS Dwellings or Intermediate Rent Dwellings
Intermediate Rent	means a rent which does not exceed the lower of: <ul style="list-style-type: none"> • 80% of Open Market Rents; and • the Local Housing Allowance and in either case such rent to include Service Charges where applicable
Intermediate Rent Dwellings	means an Affordable Dwelling to be let in accordance with Schedule Three at a rent not exceeding the Intermediate Rent
Letting Notice	means a written notice which contains details of the property to be let and which shall include unless otherwise agreed with the District Council: <ul style="list-style-type: none"> (a) the name and address of the landlord and Owner; (b) address of the property; (c) weekly or monthly rent (d) amount and breakdown of any service charge per week, month or annum;

	<ul style="list-style-type: none"> (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; <p>and which is delivered to the District Council, clearly addressed and marked for the urgent attention of the Head of Planning, Housing and Health</p>
Local Connection	<p>means a household with a local connection to the parish of Witheridge, adjoining rural parishes or the District (as appropriate) as follows:</p> <ul style="list-style-type: none"> a) at least one adult in the household was resident continuously in the qualifying area for a minimum of five years immediately prior to occupation; or b) at least one adult of the household was resident in the qualifying area for five years within the previous ten years immediately prior to occupation; or c) at least one parent, guardian, child or sibling of at least one adult in the household, has been resident in the qualifying area for a minimum of five years immediately prior to occupation; or d) at least one adult in the household has been in continuous employment for at least 16 hours a week in the qualifying area for at least five years immediately prior to occupation

Local Area of Play/LAP	means a local area of play to be provided by the Owner in accordance with Schedule Two of this Deed and the POS Masterplan
Local Housing Allowance	means the rents applicable to EX16 8FD published by the Valuation Office Agency of H.M. Revenue and Customs (or any successor body responsible for setting the applicable rate)
Location Plan	means the plan annexed to this Deed and marked "Location Plan"
Maintenance and Management Scheme	means a written scheme setting out the level and specification of maintenance and methods of management including the provision for unfettered public use and access to the On Site Public Open Space (including signage stating the contact details of the Management Company for repairs and maintenance)
Management Company	means the company set up by the Owner and approved from time to time in writing by the District Council with responsibility for the management and maintenance of the On Site Public Open Space and Surface Water Drainage System
Marketing Criteria	means the criteria set out in Schedule Four
Marketing Period	<p>means the minimum periods which the Affordable Dwellings are required to be marketed for the purposes of the Marketing Criteria as follows:</p> <p>Rural Areas</p> <p><u>Rented Housing:</u></p> <ul style="list-style-type: none"> • new build – four weeks • re-lets - three weeks <p><u>Shared Ownership Dwellings or DMS Dwellings:</u></p> <ul style="list-style-type: none"> • new build – 12 weeks • re-sale – eight weeks

	and in any case the periods set out above are to be without interruption and are to be calculated from the date of first advertising the availability for sale or rent at a price to reflect the restrictions imposed by this Deed to those who comply with the Marketing Criteria
NHS Acute Care Contribution	means the sum of eighteen thousand five hundred and seventy two pounds (£18,572.00) Index Linked to be used towards the provision of hospital care required as a result of the impact of the Development
Occupation	means occupation of a Dwelling or part of a Dwelling for residential purposes (which for the avoidance of doubt shall exclude occupation for the purposes of construction, fitting out, decoration, marketing and site security operations) and “Occupant”, “Occupy”, “Occupier” and “Occupied” shall be construed accordingly
Occupation Criteria	means the requirements for occupation set out in Schedule Three
Off Site Public Open Space Contribution	means the sum of four hundred thousand six hundred and seventy eight pounds and twenty four pence (£400,678.24) Index Linked and comprising the following: <ul style="list-style-type: none"> (i) fifteen thousand, eight hundred and eighty three pounds and twenty pence (£15,883.20) towards the provision of allotments within the proximity of the Application Land; (ii) fifty four thousand, four hundred and twenty four pounds and forty eight pence (£54,424.48) towards the provision of play space and equipment within the proximity of the Application Land

	<p>(iii) Three hundred thousand, three hundred and seventy pounds and fifty six pence (£330,370.56) to be used towards the following:</p> <p>a. Construction of a MUGA or all weather pitch at Witheridge Sports Club,</p> <p>b. Acquisition of land for sport pitch(es) and/or other public open space in Witheridge,</p> <p>c. Improvement or enhancement of the Skate Park at Witheridge Adventure Playground,</p> <p>d. Improvement or Enhancement of facilities at Witheridge Tennis Club, and/or</p> <p>e. Improvement or enhancement of facilities at Witheridge Village Hall.</p>
On Site Public Open Space	means the areas of the on site public open space comprising the Informal Public Open Space and the LAP to be provided by the Owner in accordance with the POS Masterplan
On-Site Surface Water Drainage Scheme	Means a written scheme setting out the level and specification of maintenance and the methods of management for the On-Site Surface Water Drainage System (signage should include contact details of management company for repairs and maintenance).
On-Site Surface Water Drainage System	means any infrastructure for the drainage of surface water on the Application Land which (a) is not a private soakaway within the curtilage of an individual dwelling or (b) has not been vested in South West Water Services Limited or a SUDS approval body
Open Market	means an open market for the sale or rent of real property assuming willing sellers and buyers and assuming that none of the obligations or restrictions contained in this Deed applies

Open Market Dwelling	means a Dwelling constructed pursuant to the Planning Permission that is not an Affordable Dwelling and not subject to the terms of Schedule Three of this Deed
Open Market Rent	means rent at a level which is set by the Open Market and is not subject to any of the restrictions which are contained in this Deed
Owner	means Geoffrey Richard Cox and Margaret Ann Cox and includes the Owner's heirs and successors in title to the Application Land and persons deriving title under them in respect of the Application Land and each part of it
Parish	means the parish of Witheridge
Phase	means a phase of the Development as shown for illustrative purposes only on the Phasing Plan
Phasing Plan	means a plan to be approved by the Council before Commencement of Development identifying the number, location, extent and programming of construction phases of the Application Land and showing the number of Dwellings and On Site Open Space to be provided in each Phase and the location and provision of all of the On Site Public Open Space serving the Application Land
Planning Permission	means the planning permission issued pursuant to the Application including a planning permission
POS Masterplan	means the plan annexed to this Deed and marked 1950 10 Rev C 19.12.22 Ph2 Site Layout Analysis 2 A1
Practical Completion	means when the relevant element has been completed in accordance with the requirements
Primary Education Contribution	means a contribution in the sum of one hundred and ninety two thousand three hundred and forty one pounds (£192,341.00) Index Linked to be used towards the expansion and/or improvements to primary education at Witheridge Primary School

Purchase Power	means for the purposes of determining the Initial Sales Price the amount a household can afford to purchase a property for, based on the level of mortgage which can be afforded and is determined on the basis of 25% of a household's gross income spent servicing a mortgage for 25 years, taking into consideration full and part time lower quartile earnings and an assumed household composition for each size of property and assuming 10% mortgage deposit and an interest rate of 5.5% as set out in the Annual Update
Registered Provider or RP	means a registered provider of social housing (as defined in Section 80 of the Housing and Regeneration Act 2008) registered with the Regulator of Social Housing (or successor body) as a non-profit or profit-making organisation in accordance with section 115 (1) (a) of that Act (or any re-enactment or modification thereof), nominated by the Owner and submitted within the Affordable Housing Scheme and approved by the Head of Planning, Housing and Health
Regulator of Social Housing	means the executive non-departmental public body sponsored by the Department for Levelling Up, Housing and Communities or successor which is responsible for regulating the providers of social housing and sets social rent levels
Relevant Disposal	means the grant or transfer of any interest in an Affordable Dwelling that carries with it the right to occupy the Affordable Dwelling (excluding a charge or mortgage and which for the avoidance of doubt excludes any transfer to an RP)
Rented Housing	means Affordable Housing let at a Social Rent or Intermediate Rent and “Rented Dwelling” shall be construed accordingly

Rural Areas	means the whole of the District excluding the Urban Areas and the parts of Fremington and Braunton indicated as rural on the Designated Protected Areas maps
Secondary Education Transport Contribution	means the sum of one hundred and ten thousand four hundred and nine pounds (£110,409.00) Index Linked and payable towards the transportation of pupils to and from the Development to Chulmleigh Community College
Section 73 Agreement	means a Deed made pursuant to section 73 of the 1990 Act
Service Charges	means the direct costs associated with the ongoing management and maintenance of the external fabric of the common parts of the buildings accommodating Affordable Housing which for the avoidance of doubt will not include charges for services which Occupiers of the Affordable Dwellings are unable to access
Shared Ownership	means Affordable Housing where an Eligible Purchaser can buy a share in a property up to 80% and pays a rent to the freehold owner in proportion to the share of the equity retained by that owner pursuant to a lease based on the appropriate form of Shared Ownership Lease
Shared Ownership Dwelling	means an Affordable Dwelling sold on the basis of a Shared Ownership Lease in accordance with Schedule Three
Shared Ownership Lease	means a lease for Shared Ownership Housing in the form as published by Homes England (from time to time) as amended to comply with this Deed or as approved by the Head of Planning, Housing and Health
Social Rent	means a rent at the same level or equivalent of target rent levels using the methodology as set by the Regulator of Social Housing or as approved by the Head of Planning, Housing and Health

Social Rent Dwelling	means an Affordable Dwelling to be let in accordance with Schedule Three at a rent not exceeding the Social Rent
Staircasing	means the exercise by a tenant of a Shared Ownership Dwelling of the right to increase his or her share of the equity in the Affordable Dwelling up to 80% and “Staircase” and “Staircased” shall be construed appropriately
Staircasing Payment	means a payment made by the tenant under a Shared Ownership Lease to the Landlord for the purchase of an additional share of the equity in the Shared Ownership Dwelling
Valuer	means an Estate Agent or a member of the Royal Institution of Chartered Surveyors who is practising in the District
Witheridge Medical Centre Expansion Land	means those parcels of land shown hatched blue on the Witheridge Medical Centre Expansion Land Plan to be transferred to Witheridge Medical Centre by the Owner and allocated for the potential future expansion of Witheridge Medical Centre in accordance with the provisions of Schedule Six
Witheridge Medical Centre Expansion Land Plan	means the plan appended to this Deed with drawing reference number 19419 SK-03 Rev. C
Working Days	means Monday to Friday inclusive (other than any statutory or bank or public holidays)

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 interchangeably 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 severally 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 party to this Deed shall include the successors in title to that party and to any person deriving title through or under that party and in the case of the District Council and the County Council the successor to its/their respective statutory functions.
- 2.7 Any covenant in this Deed whereby a party is not to do any act or thing shall be deemed to include an obligation not to permit or suffer such act or thing to be done.
- 2.8 The clause headings contained in this Deed are indicative of the meaning and intent of the clauses to which they respectively refer and are intended to assist in the interpretation of this Deed and may be taken into account accordingly.

3. LEGAL BASIS

- 3.1. This Deed is made pursuant to Section 106 of the 1990 Act and, save as this Deed may be modified or discharged pursuant to Section 106A of the 1990 Act, all other enabling powers.
- 3.2. The covenants, restrictions and requirements imposed upon the Owner under this Deed are planning obligations pursuant to Section 106 of the Act which are enforceable by the District Council and the County Council as the local planning authorities against the Owner and their respective successors in title and bind the respective freehold interests of the Owner in the Application Land.

4. CONDITIONALITY

This Deed is conditional upon:

- (i) the grant of the Planning Permission; and
- (ii) the Commencement of Development

save for the provisions of Clauses 6.1, 6.2, 7, 8, 9, 10, 11, 12, 13, 14 and 15 and which shall come into effect immediately upon completion of this Deed.

5. THE OWNER'S AND THE DISTRICT COUNCIL'S AND THE COUNTY COUNCIL'S COVENANTS

- 5.1 The Owner covenants with the District Council to observe and perform the obligations on their part as set out in the Schedules and the District Council covenants with the Owner to observe and perform the obligations on its part as set out in that Schedule.
- 5.2 The Owner covenants with the County Council to observe and perform the obligations on their respective parts as set out in the Schedules, and the County Council Covenants with the Owner to observe and perform the obligations on its part as set out in those Schedules.

6. MISCELLANEOUS

- 6.1 This agreement may be signed in any number of separate counterparts, each of which when signed and dated shall be an original, and such counterparts taken together shall constitute one and the same agreement.
- 6.2 The Owner shall, prior to the execution of this Deed, pay the District Council's and the County Council's reasonable legal costs in connection with the preparation and completion of this Deed.
- 6.3 No provisions of this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999.
- 6.4 The contents of this Deed shall be registerable by the District Council as a Local Land Charge pursuant to section 106(11) of the 1990 Act.
- 6.5 Where the agreement, approval, consent or expression of satisfaction is required by the Owner from the District Council or the 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 (if given) shall be given on behalf of the District Council and the County Council by the Head of

Planning Housing and Health in writing, and any notices served by the Owner shall be deemed to have been properly served if sent by recorded delivery post to the principal address or registered office (as appropriate) of the relevant party.

- 6.6 Any notices served by the District Council and or the County Council 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.
- 6.7 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.
- 6.8 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.
- 6.9 No person shall be liable for any breach of any of the planning obligations or other provisions of this Deed which relate to a part of the Application Land in which he has no interest as at the date of the breach or after he shall have parted with his entire interest in the Application Land or the part in respect of which the breach occurs but without prejudice to liability for any subsisting breach arising prior to parting with such interest.
- 6.10 Nothing in this Deed shall prohibit or limit the right to develop any part of the Application Land in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Deed.
- 6.11 Nothing contained or implied in this Deed shall prejudice or affect the rights discretions powers duties and obligations of the District Council and the County Council under all statutes by-laws statutory instruments orders and regulations in the exercise of their respective functions as a local authority and nothing herein contained or implied shall be taken to be a covenant or warranty or representation on the part of the District Council and the County Council that the Owner's proposals are lawful.
- 6.12 No compensation shall be payable by the District Council and the County Council in respect of any provision of this Deed save where any part of the

Application Land is damaged by the District Council and/or the County Council or any of its agents or employees.

- 6.13 Nothing in this Deed is or amounts to or shall be construed as a planning permission within the meaning of Section 336 of the 1990 Act.
- 6.14 No Statutory Undertaker that acquires an interest in the Application Land for their operational purposes shall be liable for any breach of the obligations contained within this Deed.
- 6.15 No individual owners, occupiers, tenants or lessees of any individual Dwelling shall be liable for any breach of the obligations contained within this Deed.

7. CHANGE IN OWNERSHIP

The Owner agrees with the District Council and the County Council to give the District Council and the County Council written notice as soon as reasonably practicable of any change in ownership of any of its or their interests in the Application Land 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 Land or unit of occupation purchased by reference to a plan PROVIDED THAT the Owner shall not be so obligated in respect of disposal of individual Dwellings.

8. SETTLEMENT OF DISPUTES

- 8.1 Any dispute arising out of the provisions of this Deed shall be referred to a person having appropriate qualifications and experience in such matters ("the Expert") for the determination of that dispute PROVIDED THAT the provisions of this clause shall be without prejudice to the right of any party to seek the resolution of any dispute arising out of the provisions of this Deed by referring the matter to the courts or to the right of the District Council to take action in accordance with Section 106(6) of the 1990 Act, and the referral of any such dispute to the Expert shall not prejudice prevent or delay the recourse of any party to the courts or to the provisions of Section 106 (6) of the 1990 Act for the resolution of any dispute arising out of the provisions of this Deed.
- 8.2 The Expert shall be appointed jointly by the relevant parties to the dispute or in default of agreement then by a person nominated by the President for the

time being of the Royal Institution of Chartered Surveyors on the application of any of the parties.

- 8.3 The decision of the Expert shall be final and binding upon the relevant parties (subject to the right of the relevant parties to refer the matters to the court) and the following provisions shall apply:
- 8.4 The charges and expenses of the Expert shall be borne equally between the relevant parties unless the Expert shall otherwise direct.
- 8.5 The Expert shall give the relevant parties an opportunity to make representations and counter-representations to the Expert before the Expert shall make their decision.
- 8.6 The Expert shall be entitled to obtain opinions from others if the Expert so wishes.
- 8.7 The Expert shall make their decision within the range of any representations made by the relevant parties themselves.
- 8.8 The Expert shall comply with any time limit or other directions agreed by the relevant parties on or before the appointment of the Expert.

9. COMPLIANCE MONITORING CONTRIBUTION

The Owner shall, prior to the execution of this Deed, pay to the District Council the sum of one thousand and fifty pounds (£1,050) as a contribution towards the District Council's costs of monitoring the implementation of this Deed.

10. 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, at the Interest Rate.

11. VAT

All consideration given in accordance with the terms of this Deed shall be exclusive of any value-added tax properly payable.

12. JURISDICTION

This Deed is governed by and interpreted in accordance with the law of England and the parties submit to the exclusive jurisdiction of the courts of England and Wales.

13. 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.

14. WAIVER

No waiver (whether express or implied) by any party to this Deed of any breach or default in performing or observing any of the provisions of this Deed by any other party shall constitute a continuing waiver and no such waiver shall prevent the party granting it (or implied to have done so) from enforcing any of the relevant provisions or from acting upon any subsequent breach or default.

15. SECTION 73 APPLICATIONS AND FUTURE PERMISSIONS

15.1 In the event that any new planning applications are made in respect of the Development pursuant to section 73 of the Act then, subject to agreement between the parties (or their successors) with the effect from the date that the new planning permission is granted pursuant to section 73 of the Act:

15.1.1 the obligations in the Deed shall (in addition to continuing to bind the Application Land in respect of the Planning Permission) relate to and bind the Application Land in respect of any planning permission granted pursuant to section 73 of the Act; and

15.1.2 the definitions of "Application" "Development" and "Planning Permission" shall be construed to include reference to any applications under section 73 of the Act, any planning permissions granted thereunder, and any development permitted by such subsequent planning applications

PROVIDED THAT nothing in this clause shall deter the discretion of the District Council in determining any applications under section 73 of the Act or the appropriate nature and/or quantum of any planning obligations in so far as they are materially different to those contained in this Deed and required pursuant

to a determination under section 73 of the Act whether by way of a new deed of supplemental deed pursuant to section 106 of the Act or a modification agreement pursuant to section 106A of the Act.

IN WITNESS whereof the parties have executed this document as a Deed the day and year first before written

SCHEDULE ONE – CONTRIBUTIONS

PART A – CONTRIBUTIONS TO THE DISTRICT COUNCIL

Off Site Public Open Space Contribution

1. The Owner covenants with the District Council to pay to the District Council the Off Site Public Open Space Contribution as follows:
 - 1.1 a first payment of 10% prior to Commencement of Development and not to Commence Development until such payment has been made;
 - 1.2 further payments of 10% thereafter prior to the Occupation of the 16th, 32nd, 48th, 64th, 80th, 96th, 112th, 128th and 144th Dwelling and not to Occupy or cause to permit or allow Occupation of more than those numbers until such time as the individual payments have been made and Occupation of the 144th Dwelling until the Off Site Public Open Space Contribution has been paid in full to the District Council.

NHS Acute Care Contribution

2. The Owner covenants with the District Council to pay to the District Council the NHS Acute Care Contribution prior to the Occupation of the 75th Dwelling and not to Occupy or cause permit or allow the Occupation of more than 74 Dwellings until the NHS Acute Care Contribution has been paid to the District Council.

Affordable Housing Contribution

3. The Owner covenants with the District Council to pay to the District Council the Affordable Housing Contribution prior to completion of the 100th Dwelling and not to Occupy or cause permit or allow the Occupation of more than 99 Dwellings until such time as the Affordable Housing Contribution has been paid in full to the District Council.

PART B – CONTRIBUTIONS TO THE COUNTY COUNCIL

Highways Contribution

1. The Owner covenants with the County Council to pay to the County Council the Highways Contribution prior to completion of the 25th Dwelling and not to Occupy or cause permit or allow the Occupation of more than 24 Dwellings until such time as the Highways Contribution has been paid in full to the County Council.

Primary Education Contribution

2. The Owner covenants with the County Council to pay to the County Council the Primary Education Contribution as follows:
 - 2.1 50% of the Primary Education Contribution prior to the Occupation of 10% of the Dwellings and not to Occupy or cause permit or allow Occupation of more than 10% of the Dwellings until this first payment has been paid to the County Council; and
 - 2.2 the remaining 50% of the Primary Education Contribution prior to the Occupation of 50% of the Dwellings and not to Occupy or cause permit or allow Occupation of more than 50% of the Dwellings until this balance of the Primary Education Contribution has been paid to the County Council.

Secondary Education Transport Contribution

3. The Owner covenants with the County Council to pay to the County Council the Secondary Education Contribution as follows:
 - 3.1 50% of the Secondary Education Contribution prior to the Occupation of 10% of the Dwellings and not to Occupy or cause permit or allow Occupation of more than 10% of the Dwellings until this first payment has been paid to the County Council; and

- 3.2 the remaining 50% of the Secondary Education Contribution prior to the Occupation of 50% of the Dwellings and not to Occupy or cause permit or allow Occupation of more than 50% of the Dwellings until this balance of the Secondary Education Contribution has been paid to the County Council.

SCHEDULE TWO – SCHEMES AND MANAGEMENT COMPANY

PART A – ON SITE PUBLIC OPEN SPACE

1. The Owner covenants with the District Council:
 - 1.1 to provide the LAP prior to the Occupation of the 150th Dwelling;
 - 1.2 to make each area of the On Site Public Open Space available for use by the general public from the date it is completed and fit for public use;
 - 1.3 to transfer each element of the On Site Public Open Space to the Management Company on Practical Completion of each element which must be agreed by the District Council before considered complete. The Owner covenants to notify the District Council when each element of the On Site Public Open Space have reached Practical Completion and the Management Company shall thereafter manage and maintain the On Site Public Open Space in accordance with the approved Maintenance and Management Scheme
 - 1.4 for the avoidance of doubt in paragraphs 1.2 and 1.3 above the Owner shall mean the owner for the time being of the On Site Public Open Space.

PART B – ON SITE SURFACE WATER DRAINAGE SCHEME

1. Unless otherwise agreed in writing between the Owner and the District Council the Owner covenants as follows:

- 1.1 not to Commence Development until the Owner has submitted to and received approval in writing from the District Council for the On Site Surface Water Drainage Scheme;
- 1.2 to carry out or procure the carrying out of the management and maintenance arrangements set out in the approved On Site Surface Water Drainage Scheme in perpetuity or until such time (if ever) that the Owner and the District Council agree by deed that any part of that land shall be released from this obligation;
- 1.3 to use reasonable endeavours to transfer the On Site Surface Water Drainage System to the Management Company prior to the Occupation of the first Dwelling and the Management Company shall thereafter manage and maintain the Surface Water Drainage System in accordance with the approved On Site Surface Water Drainage System Scheme
- 1.4 if in the event that the Surface Water Drainage System is not transferred to the Management Company the Owner shall offer to transfer the Surface Water Drainage System in writing to the District Council and if accepted by District Council, the Owner will use reasonable endeavours to ensure that the transfer has taken place within three calendar months of the date of the offer letter to the District Council
- 1.5 for the avoidance of doubt in paragraphs 1.3 and 1.4 above the Owner shall mean the owner for the time being of the On Site Surface Water Drainage System

PART C – MAINTENANCE AND MANAGEMENT SCHEME

1. Unless otherwise agreed in writing between the Owner and the District Council the Owner covenants as follows:
 - 1.1 not to allow any Occupation of a Dwelling until the Owner has submitted to and received approval in writing from the District Council for the Management and Maintenance Scheme;
 - 1.2 the Owner shall carry out or procure the carrying out of the management and maintenance arrangements set out in the approved Maintenance and Management Scheme in perpetuity or until such time (if ever) that the Owner

and the District Council agree by deed that any part of the On Site Public Open Space;

- 1.3 for the avoidance of doubt in paragraph 1.2 above the Owner shall mean the owner for the time being of the On Site Public Open Space.

PART D – MANAGEMENT COMPANY

1. The Owner covenants with the District Council that it will prior to first Occupation of any Dwelling appoint, set up, constitute or otherwise incorporate the Management Company;
2. The Owner shall not permit the Occupation of any Dwelling until the Management Company has been appointed, set up, constituted or otherwise incorporated and the Council has provided to the Owner its written approval of the Management Company;
3. The Owner shall not allow Occupation of any Dwelling nor transfer to the Management Company any part of the On Site Public Open Space or the On Site Surface Water Drainage System until the Maintenance and Management Scheme has been submitted to and approved by the District Council;
4. The Owner shall be wholly responsible for the maintenance and management of the On Site Public Open Space and On Site Surface Water Drainage System until such time as they have been transferred to the Management Company
5. The Owner shall not dispose of any of the Dwellings without requiring the purchaser of any Dwelling, and that purchaser's successors in title, to enter into a covenant to become a member of the Management Company on completion of the purchase.
6. The Owners shall not dispose of any Open Market Dwelling without requiring the purchaser of that Open Market Dwelling and that purchaser's successors in title to enter into a covenant to contribute a service charge towards the costs of the Management Company discharging its functions in managing and maintaining

the On Site Public Open Space and On Site Surface Water Drainage System in accordance with the Maintenance and Management Scheme and the On-Site Surface Water Drainage Scheme.

7. The Management Company shall at all times manage and maintain the On Site Public Open Space and On Site Surface Water Drainage System in accordance with the Maintenance and Management Scheme and the On Site Surface Water Drainage Scheme.
8. Having first notified the District Council in writing the Owner may change the Management Company or its arrangements which for the avoidance of doubt may include setting up or appointing one or more additional Management Companies Provided always that the Service Charge paid by residents of individual Dwellings shall be apportioned equitably and that the provisions in this Schedule are also amended as appropriate and/or the other restrictions of this Schedule are observed.

SCHEDULE THREE – AFFORDABLE HOUSING

PART A – PROVISION OF AFFORDABLE HOUSING

The Owner covenants with the District Council as follows:

1. Subject to the provisions of this Schedule, 30% of the Dwellings shall be provided as Affordable Housing.
2. The tenure of the Affordable Dwellings shall be as follows:
 - 2.1 at least 75% (rounded up to give a whole number of Dwellings) of the Affordable Dwellings shall be Social Rent Dwellings;
 - 2.2 the remaining percentage of the Affordable Dwellings shall be provided as Intermediate Housing
3. Each Phase shall deliver its proportionate number of Affordable Housing Dwellings.

4. The Affordable Dwellings are to be distributed throughout the Development in accordance with the Affordable Housing Scheme.
5. Subject to the provisions of this Schedule:
 - 5.1 Social Rent Dwellings shall only be Occupied by Eligible Renters by way of an Assured Tenancy at a Social Rent;
 - 5.2 Intermediate Rent Dwellings shall only be Occupied by Eligible Renters by way of an Assured Tenancy at an Intermediate Rent;
 - 5.3 Shared Ownership Dwellings shall only be Occupied by Eligible Purchasers in accordance with a Shared Ownership Lease; and
 - 5.4 DMS Dwellings shall only be Occupied by Eligible Purchasers.

PART B – CONSTRUCTION AND DISPOSAL OF THE AFFORDABLE DWELLINGS

1. No more than 50% of the Open Market Dwellings shall be occupied until 50% of the Affordable Housing Dwellings have been completed in accordance with the Affordable Housing Scheme, having been connected to all main services, made available and fit for residential Occupation and advertised in accordance with paragraph Part C below.
2. No more than 70% of the Open Market Dwellings shall be occupied until 100% of the Affordable Housing Dwellings have been completed in accordance with the Affordable Housing Scheme, having been connected to all main services, made available and fit for residential Occupation and advertised in accordance with paragraph Part C below.
3. The Affordable Dwellings shall be constructed in accordance with the agreed Affordable Housing Scheme and using the same materials as the Open Market Dwellings, so as to be externally materially indistinguishable from the Open Market Dwellings and to any enhanced standards of construction as set out by Homes England from time to time.

4. The Affordable Dwellings shall be constructed and completed to the same internal and external base specifications as an equivalent type and size of the Open Market Dwellings.
5. Notwithstanding paragraphs 1 and 2 of this Part B, if the Affordable Housing Scheme identifies that the Affordable Dwellings will be transferred to an RP then the Affordable Dwellings shall be transferred to an RP on the following terms:
 - 5.1 the transfer shall be of the unencumbered freehold title or leasehold title (with a minimum term of 125 years) of the Affordable Dwellings and their curtilages (save for any encumbrances (not being financial charges existing prior to the date of this Deed)) with full title guarantee and vacant possession;
 - 5.2 the transfer shall grant all rights and easements (if any) as are required to give pedestrian and vehicular access between the Affordable Dwellings and the public highway and as are required to connect all sewers, drains pipes cables and all other conducting media serving the Affordable Dwellings to the relevant networks AND any such transfer to an RP shall not be deemed to be a Relevant Disposal; and
 - 5.3 the transfer shall require the RP to comply with the provisions of the Schedules of this Deed.

PART C – MARKETING, ALLOCATION AND OCCUPATION OF AFFORDABLE DWELLINGS

1. Subject to paragraph 2 below, no person shall Occupy an Affordable Dwelling unless:
 - 1.1 they are in Housing Need and have a Local Connection at the time of first Occupation of the Affordable Dwelling;
 - 1.2 they have been nominated through Devon Home Choice, the Homebuy Agent or Home Exchange Service (as appropriate) in accordance with paragraph 3 below;
 - 1.3 the Marketing Criteria has been met; and
 - 1.4 they occupy the Affordable Dwelling as their sole residence.

2. Where the owner of an Affordable Dwelling is an RP the Affordable Dwelling may also be occupied in accordance with any nomination and management agreement in effect between the District Council and that RP from time to time.
3. The District Council and the Owner agree that all advertising and nominations / allocations of Affordable Housing to Eligible Renters and Eligible Purchasers shall be in accordance with:
 - 3.1 for Rented Housing – through Devon Home Choice and in accordance with the Department of Communities and Local Government Guidance “Allocation of Accommodation” and with a minimum of eight weeks’ notice and a maximum of six months’ notice before the anticipated date of completion of the Rented Housing Unit to be given to the District Council by the Owner;
 - 3.2 for Shared Ownership which is Grant Funded through the Homebuy Agent;
 - 3.3 for Shared Ownership which is not Grant Funded via advertising on the RP’s website and at least one of the following:
 - 3.3.1 on at least one nationally recognised online house sales portal; or
 - 3.3.2 with an Estate Agent;
 - 3.4 for DMS Dwellings in accordance with the District Council’s Discounted Market Sales Housing Allocation Procedure; and
 - 3.5 for any mutual exchange – through a Home Exchange Service.
4. In the event that any of the schemes listed in paragraph 3 above shall cease to operate (and not be replaced by a subsequent replacement scheme), the District Council shall be responsible for nominations and allocations of persons in Housing Need.

Shared Ownership Dwellings

5. Where an Affordable Dwelling is shown within the Affordable Housing Scheme as intended to be disposed of as a Shared Ownership Dwelling:

- 5.1 the Shared Ownership Dwelling shall only be disposed of by way of a Shared Ownership Lease, that shall give the purchaser the right (but no obligation) to acquire additional equity shares;
- 5.2 the initial share of the equity in the Shared Ownership Dwelling that a purchaser may purchase shall be restricted to 25%-75% of the equity in the Shared Ownership Dwelling as per the Shared Ownership Lease;
- 5.3 the Shared Ownership Lease shall cap Staircasing at 80% of the leasehold or freehold equity
- 5.4 the annual rent payable shall not exceed 2.75% of the Open Market Value of the equity retained by the landlord.
- 6 The Shared Ownership Lease shall provide that Occupation of the Affordable Dwelling is restricted to the Eligible Purchaser(s) and members of their household and that the lease can be assigned only to persons who comply with the requirements of Part C of this Schedule.

Discounted Market Sales Housing Dwellings

- 7 No Affordable Dwelling identified within the Affordable Housing Scheme as a DMS Dwelling shall be sold or disposed of for a consideration that exceeds:
- 7.1 the Initial Sale Price on the first sale; or
 - 7.2 the Discounted Price set at all subsequent sales.
8. On any sale of a DMS Dwelling, the Owner will require any purchaser to enter into a restrictive covenant to comply with paragraph 5 and 7 of this Schedule.
9. On each occasion that the Owner offers a DMS Dwelling for a Relevant Disposal the Owner shall:
- 9.1 notify the District Council (such notification to be given on or before the advert required below and not more than six months before and not less than eight weeks before the anticipated completion or sale date of that or those dwellings);

9.2 provide (at their own cost) for the DMS Dwelling to be advertised (and readvertised as necessary) by the District Council or any third party that the District Council should choose to use from time to time until such time as the DMS Dwelling is allocated to an Eligible Purchaser (and in addition, if desired, advertise the proposed disposal in a local paper or with an estate agent including a statement that the DMS Dwelling may only be occupied by an Eligible Purchaser and describing the requirements to satisfy that condition and setting a date on which any applications to purchase will be considered for each local connection cascade);

9.3 pay the proper and reasonable costs of the District Council or any third party that the District Council should choose to use from time to time to carry out such allocation checks necessary on those who apply for the DMS Dwelling; and

9.4 give first priority to purchase the DMS Dwelling to any persons the District Council or any third party that the District Council should choose to use from time to time may nominate to the Owner provided that they are Eligible Purchasers and have the resources to buy the DMS Dwelling.

10. The Owner covenants not to let or permit the letting of any DMS Dwelling other than:

10.1 in compliance with paragraph 11 below;

10.2 with the written consent of the District Council;

10.3 to Eligible Renters;

10.4 at a rent, which does not exceed the Local Housing Allowance; and

10.5 on the basis of an Assured Tenancy for a fixed term of not less than six (6) months unless otherwise agreed with the District Council.

11. The Owner covenants not to let nor permit the letting of any DMS Dwelling unless a Letting Notice has been served in writing upon the District Council and the Council has given its consent in writing.

12. The District Council shall provide a response within 15 Working Days of receipt of the Letting Notice confirming whether it gives consent to the proposed letting (such consent not to be unreasonably withheld or delayed).

Staircasing Payments – RPs

13. In respect of any Shared Ownership Dwellings owned and managed by an RP any Staircasing Payment received by the RP shall be applied by the RP to the provision of additional Affordable Housing within the District.

Chargee's Duty

14. The Affordable Housing Provisions shall not be binding on a Chargee of the whole or any part of the Affordable Dwellings or the Affordable Housing Land (as applicable) or any persons or bodies deriving title through such Chargee PROVIDED THAT:

14.1 such Chargee shall first give written notice to the District Council of its intention to dispose of the Affordable Dwelling(s) and shall have used reasonable endeavours over a period of three months from the date of the written notice to complete a disposal of the Affordable Housing Dwelling(s) to a Registered Provider or to the District Council for a consideration not less than the amount due and outstanding under the terms of the relevant security documentation including all accrued principal monies, interest and costs and expenses; and

14.2 if such disposal has not completed within the three month period, the Chargee shall be entitled to dispose of the relevant Affordable Dwelling(s) free from the obligations in this Deed which provisions shall determine absolutely.

Limit of Liability

15. The Affordable Housing Provisions shall cease to apply in respect of any Affordable Dwelling in circumstances where an Occupier acquires a freehold or leasehold interest pursuant to a statutory right to acquire or equivalent contractual right or voluntary scheme operated by the RP with agreement by

the RP in consultation with the District Council and for the avoidance of doubt this paragraph 15 shall extend to include the mortgagees and successors in title of those set out in this paragraph.

16. For the avoidance of doubt no clauses or obligations in this Deed prevent the Owner or RP increasing the number of Affordable Dwellings within the overall number of Dwellings permitted in the Development

SCHEDULE FOUR – MARKETING CRITERIA

Part One

The Owner covenants with the District Council as follows:

1. Prior to the Affordable Dwellings being allocated the Owner shall actively market the availability of the Affordable Dwellings to Eligible Renters or Eligible Purchasers with a Local Connection to the Parish/Adjoining Parishes/the District in accordance with the requirements of Part C of Schedule Three for the Marketing Period.
2. For the avoidance of doubt, where there is more than one willing Eligible Renter or Eligible Purchaser the preference shall be afforded in the following order of priority in terms of Local Connection:
 - 2.1 the Parish;
 - 2.2 Adjoining Parishes;
 - 2.3 the District.

Part Two

1. In respect of the active marketing of any Affordable Dwelling, in addition to the requirements set out in Part C of Schedule Three, the Owner shall be expected to use reasonable endeavours to undertake the following steps to advise people of the availability of the Affordable Dwelling:
 - 1.1. notifying the clerk of the relevant town or parish council and the relevant District Council ward member;

- 1.2. use of social media platforms; and
- 1.3. newsletters.

SCHEDULE FIVE – NOTICES

1. The Owner covenants with the District Council and County Council not to Commence Development until and unless written notification of the date upon which Commencement of Development will take place has been served on the District Council and the County Council.
2. The Owner covenants with the District Council and County Council to notify the District Council and County Council in writing of the following triggers in the course of the Development:
 - 2.1 Occupation of the 1st Dwelling; and
 - 2.2 Occupation of the 14th; 16th; 32nd; 48th; 64th; 74th; 77th; 80th; 96th; 99th; 112th; 128th; 144th and 155th Dwelling.
3. The address for service of the notifications required to be sent to the District Council and County Council shall be as follows:

The County Council: County Hall, Topsham Road, Exeter, Devon EX2 4QD

The District Council: Lynton House, Commercial Road, Barnstaple, Devon, EX31 1DG

SCHEDULE SIX – WITHERIDGE MEDICAL CENTRE EXPANSION LAND

The Owner covenants with the District Council

1. Prior to the date of the Occupation of the 151st Dwelling (or such other earlier time if agreed between the Council and the Owner) the Owner:
 - 1.2 shall transfer to the District Council the Witheridge Medical Centre Expansion Land (“WMCEL”) in order to allow for the expansion of Witheridge Medical Centre (“WMC”);
 - 1.3 shall arrange to fence off the WMCEL prior to the transfer of the WMCEL to the District Council; and

1.4 ensure that the drive to the WMCEL and car parking bays at the WMCEL are accessible and available.

2. Completion of the transfer of the WMCEL shall take place on such date as shall be agreed in writing between the District Council and the Owner.
3. The land shall be transferred with full title guarantee and with vacant possession and in a clean condition.
4. The transfer shall contain all such rights, easements and covenants whatsoever (including without prejudice to the generality of the foregoing the provision of all rights of access of services and service installations thereto) as are required to facilitate the use of the WMCEL as a medical centre.
5. The transfer shall contain a covenant restricting the use of the land conveyed/transferred to the purpose for which it is laid out or transferred for and for no other use whatsoever.
6. The Standard Conditions of Sale (applicable at the time of the transfer) shall apply to the said transfer so far as they are applicable to a sale by private agreement and are not varied by or inconsistent with the express terms of this present Deed.

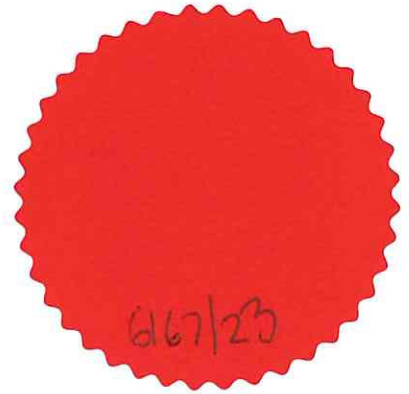
SCHEDULE SEVEN – DISTRICT COUNCIL COVENANTS

1. The District Council covenants with the Owner that within 20 Working Days of receipt of the NHS Acute Care Contribution from the Owner the District Council shall pay the NHS Acute Care Contribution to NHS Devon Integrated Care Board or an equivalent body.
2. The District 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.
3. The District Council covenants with the Owner that it will pay to the Owner or, if different, the paying party such amount of any payment made by the Owner or paying party to the District Council under this Deed which has not been committed in accordance with the provisions of this Deed within ten years of the date of receipt by the District Council of such payment.
4. The District 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 or paying party under this Deed.
5. The District Council covenants with the Owner that it shall issue the Planning Permission as soon as reasonably practicable after the completion of this Deed

SCHEDULE EIGHT – COUNTY COUNCIL COVENANTS

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.
2. The County Council covenants with the Owner that it will pay to the Owner or, if different, the paying party such amount of any payment made by the Owner or paying party to the County Council under this Deed which has not been expended in accordance with the provisions of this Deed (and money shall be deemed to be expended if the County Council has properly entered into a contract for the expenditure of the money for the purpose for which it is paid which is reasonably likely to result in the fulfilment of that purpose) within ten years of the date of receipt by the County Council of such payment.
3. 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 or paying party under this Deed.

EXECUTED AS A DEED)
by affixing the Common Seal of)
NORTH DEVON DISTRICT COUNCIL)
in the presence of :-)



EXECUTED AS A DEED)
by affixing the Common Seal of)
DEVON COUNTY COUNCIL)
in the presence of :-)

EXECUTED AND DELIVERED)
AS A DEED by **GEOFFREY**)
RICHARD COX)

in the presence of)

Witness Name) _____

Witness Signature) _____

Address) _____

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Occupation) _____

EXECUTED AND DELIVERED)
AS A DEED by **MARGARET**)
ANN COX)

in the presence of)

Witness Name) _____

Witness Signature) _____

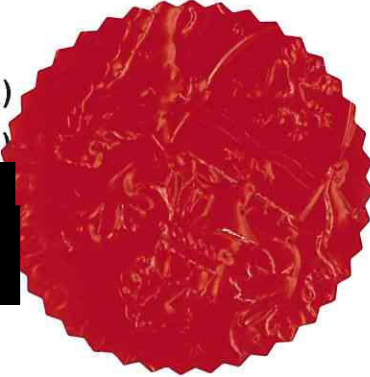
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in the presence of :-)

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by affixing the Common Seal of)
DEVON COUNTY COUNCIL)
in the presence of :-)



A Duly Authorised Officer

DOCUMENT No. 519549

EXECUTED AND DELIVERED)
AS A DEED by GEOFFREY)
RICHARD COX)

in the presence of)
Witness Name)
Witness Signature)
Address)
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Occupation)

EXECUTED AND DELIVERED)
AS A DEED by MARGARET)
ANN COX)

in the presence of)
Witness Name)
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by affixing the Common Seal of)
NORTH DEVON DISTRICT COUNCIL)
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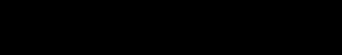
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in the presence of :-)

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AS A DEED by **GEOFFREY**)
RICHARD COX)

in the presence of)
Witness Name)
Witness Signature)
Address)



SALAH WINTERIDGE



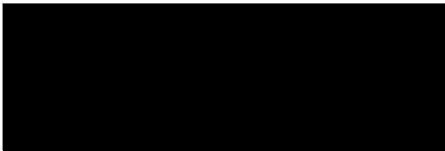
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SOLICITOR

EXECUTED AND DELIVERED)
AS A DEED by **MARGARET**)
ANN COX)

in the presence of)
Witness Name)
Witness Signature)
Address)



SALAH WINTERIDGE



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Occupation)

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