

DATED

2nd February

2016

EAST DEVON DISTRICT COUNCIL

and

FOSSEWAY (DEVELOPMENTS) LIMITED

and

MICHAEL HENRY GARDINER

and

DEVON COUNTY COUNCIL

SECTION 106 AGREEMENT

relating to

LAND OFF OF BARNARDS HILL LANE, SEATON in DEVON

THIS AGREEMENT is made the

2nd

day of

February

2016

BETWEEN

1. **EAST DEVON DISTRICT COUNCIL** of Knowle, Sidmouth, Devon, EX10 8HL (the "District Council").
2. **FOSSEWAY (DEVELOPMENTS) LIMITED (CO No: 3126735)** of Coly House, Colyford, Colyton, Devon, EX24 6HE (the "Owner")
3. **MICHAEL HENRY GARDINER** of Coly House, Swan Hill Road, Colyford, Colyton, Devon EX24 6HE (the "Chargee")
4. **DEVON COUNTY COUNCIL** of County Hall, Topsham Road, EX2 4QD (the "County Council")

WHEREAS:

1. In this Deed the following definitions shall apply:

The 1990 Act	means the Town and Country Planning Act 1990 as amended
The Application	means the outline application for the Development given reference 15/1195/MOUT
Commencement of Development	means the commencement of the Development by the carrying out of any material operation (as defined in Section 56 of the 1990 Act) but for the purposes of this Deed only shall not include operations consisting of site clearance, demolition works, archaeological investigations, investigations for the purpose of assessing ground conditions, remedial works in respect of any contamination or other adverse ground conditions, erection of any temporary means of enclosure, the display of temporary site notices or advertisements and the expressions "Commence", and "Commenced" shall be construed accordingly
County Council's Legal Costs	Means the reasonable and properly incurred legal costs of the County Council in connection with the preparation and completion of this Agreement payable by the Owner to the County Council.
The Development	Means development by the construction of up to 20 dwellings including

	25% affordable housing (outline application with all matters reserved) as is more fully described in the Application
Dwelling	means any dwelling or dwellings to be constructed on the Site pursuant to the Planning Permission
Education Contribution 1	means the sum of £7,153.00 to be paid to the County Council being a contribution (being applied at such time and in such manner as the County Council shall at its absolute discretion determine) to be used towards the provision and/or enhancement of the transportation of pupils to the Axe Valley Community College BUT for the avoidance of doubt this contribution will not be used towards the purchase of any infrastructure or capital item
Education Contribution 2	Means the sum of £56,807.00 to be paid to the County Council being a contribution (being applied at such time and in such manner as the County Council shall at its absolute discretion determine) to be used towards a contract let or to be let for the provision of an additional teaching block at Seaton Primary School.
Final Certificate	means the certificate issued by the Head of Service following the Final Maintenance Inspection of the On Site Play Space confirming that the On Site Play Space has been maintained in accordance with the On Site Play Space Specification and that the plants and trees are in good health
Final Maintenance Inspection	means the inspection or inspections of the On Site Play Space conducted by the Head of Service to ensure that the On Site Play Space has been maintained in accordance with the On Site Play Space Scheme and that the plants and trees are in good health and to determine whether it is appropriate to issue either a Remedial Notice or the Final Certificate in the Head of Services' absolute discretion
Head of Planning	means the Head of Planning of the District Council or such person in whom the Head of Planning's functions are from time to time vested
Head of Service	means the Head of Service for Environment or such person in whom the Head of Service for Environment's functions are from time to time vested
Index	Means the BCIS All in Tender Price Index
Interest Rate	means 4% above the Bank of England Base Rate calculated on a day to day basis

Maintenance Period	means the period between the issue of the Practical Completion Certificate and the date the On Site Play Space is transferred to the Management Company such period being not less than twelve (12) months (or an alternative time period at the Head of Services' discretion)
Management Company	means a private limited company established to manage open space the purpose of which will be (amongst other things) to manage and maintain the On Site Play Space
Monitoring Fee	means the sum of £1,000.00 to be paid to the District Council as a contribution towards the District Council's costs of monitoring the implementation and delivery of this Deed
Occupation	means occupation of a Dwelling (except for the purposes of construction, fitting out or marketing) on a residential basis and "Occupy" or "Occupied" or "Occupancy" shall where the context so requires have the same meaning
On Site Play Space	means the area of 80 sq metres being approximately 1% of the site area shown edged blue on Plan B and to be used and maintained as ancillary public play space in perpetuity
On Site Play Space Scheme	means the scheme to be submitted pursuant to paragraph 8 of the First Schedule dealing with the following elements in respect of the On Site Play Space, namely: <ul style="list-style-type: none"> - a detailed plan showing the design, location and cost of the Play Equipment - a detailed plan and specification for the laying out, surfacing, boundary treatment and planting of the On Site Play Space - the programme and timing for the provision of all elements referred to above - a detailed plan for the ongoing maintenance of the On Site Open Space
Open Space Contribution	means the sum of £44,924.00 to be used towards the provision enhancement and / or maintenance of public open space within the vicinity of the Development which shall be adjusted in accordance with paragraph 6.2 of the First Schedule
Plan A	means the plan annexed to this Deed reference 'Site Location Plan – Plan 'A' (11.1.16)' showing the extent of the Site
Plan B	means the plan annexed to this Deed reference 'Site Plan – Plan B

	11.1.16)' showing the extent of the On Site Play Space
Planning Permission	means any planning permission issued pursuant to the Application
Play Equipment	Means the children's play equipment to be provided in the On Site Play Space with a minimum of 5 pieces of equipment and a minimum of £30,000 and a maximum of £37,000 to be spent on the children's play equipment or such other amount as may be agreed with the Council following the Public Consultation
Practical Completion Certificate	means the certificate or certificates issued by the Head of Service Services once he is satisfied that the On Site Play Space has been completed
Public Consultation	means the consultation exercise to be carried out by the Owners (or the Council on the Owner's behalf if the Council are requested to do so) to determine the resident's views as to the design and location of the Play Equipment to be installed in the On Site Play Space such exercise as a minimum to include writing to all residents in Occupation inviting their views and at least one public meeting at which residents may express their views
Private Dwelling	means any Dwelling constructed on the Application Site which is intended for private sale or rent on the open market
Remedial Notice	means the notice or notices issued by Head of Service either prior to or during the Maintenance Period (if appropriate) requiring the Owner to carry out any works that he considers (at his absolute discretion) to be necessary for the On Site Play Space to be provided in accordance with the approved details including (without limitation) re-planting of unhealthy dead diseased or dying plants and trees and a timescale within which those works are to be completed
Rentcharge	means the perpetual yearly variable estate rentcharge reserved out of the transfer of on each Dwelling or in the alternative a direct deed of covenant to be binding on the transferee and its successors in title of each Dwelling protected by the entry of a restriction in the proprietorship register of the transferee's title to cover the annual costs of complying with the obligations under the On Site Play Space Scheme such rentcharge or deed of covenant to include the administrative and management costs of the Management Company once established in consideration of the

Land off Barnards hill Lane, Seaton

Harry Carter: Architect
23a West Hill
Budleigh Salterton
Devon
EX9 8BU

T: 01395 446022



Scale 1:2500

April 13

site location plan

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PLAN 'A' (11.1.16)

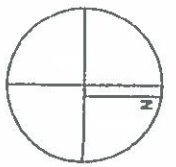
Schedule of Accommodation

4 bedroom detached house	x8	
3 bed semi-detached house	x8	
3 bed coach house	x3	
2 bed terraced house	x3	
1 bed terraced house	x2	
Total 20		
} affordable (5 in total)		

Housing Tenure

	Social rent	Affordable rent	Shared ownership	sub total
1 bed	1	1	0	2
2 bed	0	1	2	3
Total	5			

PLAN B (11.1.16)



ALLOTMENTS



A3

Proposed development on land off Barnards Hill Lane, Seaton

Harry Carter: Architect. 23a West Hill, Budleigh Salterton, Devon. EX9 6BU Tel: 01395 448022

site plan

Scale 1:500

Mar.13

101

	Management Company covenanting to perform its obligations under the On Site Play Space Scheme PROVIDED ALWAYS that the proportion of the costs secured by the rentcharge or deed of covenant in relation to each individual Dwelling shall be equal to the proportion that such Dwelling bears to the total number of Dwellings in the completed Development
Reserved Matters Application	Means an application(s) for approval of reserved matters under the conditions of the Planning Permission for subsequent approval in accordance with Section 92(2) of the Act
Reserved Matters Approval	means an approval pursuant to an application(s) for approval of reserved matters under the conditions of the Planning Permission for subsequent approval in accordance with Section 92(2) of the Act
Site	means the land shown edged red on Plan A and known as land off Barnards Hill Lane, Seaton which such land is registered at Land Registry under title number DN303272

Background

- 1.1. The District Council is the Local Planning Authority for the District of East Devon for the purposes of the 1990 Act for the area in which the Site is situated and is the authority by whom the planning obligations in this Deed shall be enforced except for the obligation relating to Education Contribution 1 and Education Contribution 2 which shall be enforced by the County Council.
- 1.2 The Owner is the proprietor of the Site registered at the Land Registry under Title Number DN303272.
- 1.3 The Chargee has the benefit of a registered legal charge dated the 6th June 2007 (the "Legal Charge").
- 1.4 The Owner has submitted the Application to the District Council.
- 1.5 The County Council is the County Planning Authority and the Education Authority for the area in which the Site is situated and is the authority by whom the planning obligations in

this Deed relating to Education Contribution 1 and Education Contribution 2 shall be enforced.

- 1.6 The parties hereto in accordance with the provisions of section 106 of the 1990 Act as amended, section 111 of the Local Government Act 1972, section 1 of the Localism Act 2011, section 2 of the Local Government Act 2000 and any other enabling powers have agreed to enter into a planning obligation the terms of which are contained in this Deed.

IT IS HEREBY AGREED AND DECLARED that:

General

- 2.1 This Deed is a planning obligation binding the Site made in pursuance of section 106 of the 1990 Act and enforceable by the District Council and separately by the County Council under section 106 of the 1990 Act against the Owner and their successors in title.
- 2.2 Where in this Deed reference is made to any clause, paragraph, schedule or recital, such reference (unless the context otherwise requires) is a reference to a clause, paragraph, schedule or recital in this Deed.
- 2.3 The Deed is conditional on the grant of Planning Permission and Commencement of Development save for any obligation expressed to be required to be complied with prior to the Commencement of Development and the provisions of clause 5 which shall take effect from the date of this Deed.
- 2.4 Words importing the singular meaning where the context so admits include the plural meaning and vice versa.
- 2.5 Words of the masculine gender include the feminine and neuter genders and words denoting actual persons including companies, corporations and firms and all such words shall be construed interchangeable in that manner.
- 2.6. Where more than one person is obliged to observe or perform an obligation, the obligation can be enforced against all such persons jointly and against each individually unless there is an express provision otherwise.

- 2.7 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.
- 2.8 References to any party to this Deed shall include the successors in title to that party and to any deriving title through or under that party, and references to any local authority shall include the successors to its various statutory functions.
- 2.9. This Deed shall cease to have effect (insofar as it has not already been complied with) if the Planning Permission shall be quashed, revoked or otherwise withdrawn or if (without the consent of the Owner) it is modified by statutory procedure or expires prior to Commencement of Development.
- 2.10 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.

3. Service of Notices

- 3.1. Any notices to be served shall be served in writing to the principal address or registered office (as appropriate) of the relevant party.
- 3.2. If the Owner fails to serve any notice required by this Deed any period within which the District Council is required to give a response to that notice shall not commence before the date that the District Council notifies the Owner in writing that it is in breach of its duty to serve the notice.

4. Liability for future breaches of Agreement

- 4.1. No person shall be liable for any breach of the obligations or covenants contained within this Deed which occurs after that person has parted with their entire interest in the Site or the part of it in respect of which the breach occurs but without prejudice to any liability for any subsisting breach arising prior to parting with such interest.

5. Legal Fees and Monitoring Fee

The Owner shall, prior to the execution hereof, pay the District Council's reasonable legal costs and the Monitoring Fee together with the County Council's Legal Costs in connection with the preparation and completion of this Deed.

6. Owner's Covenants

The Owner covenants with the District Council to observe and perform the obligations in the First Schedule and separately with the County Council to observe and perform the obligations contained in the Second Schedule.

7. Miscellaneous

- 7.1** No provisions of this Deed are intended to or will operate to confer any benefit pursuant to the Contracts (Rights of Third Parties) Act 1999 on a person who is not named as a party to this Deed, except that the application of that Act shall not prevent all or any of the future successors in title or to the statutory functions of any of the parties to this Deed from being able to benefit from or to enforce any of the obligations in this Deed.
- 7.2** Where the agreement, approval, consent or expression of satisfaction is required by one party from another party under the terms of this Deed, such agreement, approval, consent or expression of satisfaction shall not be unreasonably withheld or delayed.
- 7.3** Any such agreement, approval, consent or expression of satisfaction shall unless otherwise stated in this Deed be given on behalf of the District Council by the Head of Planning and on behalf of the County Council by the Head of Planning Transportation & Environment or his appointed representative for the time being of the County Council.
- 7.4** The District Council will upon the written request of the Owner at any time after the obligations of the Owner under this Deed have been fulfilled issue written confirmation of the same, and thereafter cancel all related entries in the Register of Local Land Charges.
- 7.5** Insofar as any clause or clauses in 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.

7.6 Nothing in this Deed shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Deed.

8. 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.

9. VAT

All sums payable under this Deed shall be deemed to be exclusive of Value Added Tax where applicable, and except where otherwise stated, the party liable to make the payment shall also be liable to pay any Value Added Tax due and the recipient of any sums so received which include Value Added Tax shall, following a request from the party liable to make the payment, issue a Value Added Tax invoice in the name of the party who made the payment.

10. Jurisdiction

This Deed is governed by and interpreted in accordance with the law of England and Wales; and the County Court in whose district the Site is situated shall have full jurisdiction to hear and determine proceedings arising from or relating to this Deed or for the enforcement of its terms or any of them.

11. Indexation

11.1 Any sum to be paid pursuant to the obligations contained in the Second Schedule hereto shall be increased in accordance with the following formula from the date hereof to the date on which each sum is paid:-

$$C = \frac{\pounds Y \times B}{A}$$

Where:

A is the value of the relevant Index last published before the date hereof and
B is the value of the Index last published before the said contribution has been paid
C is the contribution to be paid after application of this formula
£Y is the amount of the relevant contribution

PROVIDED that if the application of this formula produces a reduction in the relevant contribution, such contribution shall remain unchanged.

12. Interest

In the event of the Owner failing to make any payment due pursuant to the terms of this Deed the Owner shall pay interest at the Interest Rate from the date payment was due to the date payment was made.

13. Adjustment

It is hereby agreed between the parties hereto that if as a result of the Reserved Matters Approval the number of Dwellings to be provided at the Site increases or decreases from the proposed 20 Dwellings then the number of Affordable Housing Units and the Education Contribution and the Open Space Contribution shall be adjusted pro rata to equate to the total number of Dwellings approved by the Reserved Matters Approval.

14. Chargee Consent

The Chargee hereby acknowledges and declares that this Agreement has been entered into by the Owner with its consent to the intent that the obligations herein contained shall be binding on the Site and that the security of the Legal Charge over the Site shall take effect subject to this Agreement.

SCHEDULE 1

COVENANTS WITH THE DISTRICT COUNCIL

Part A: Affordable Housing Provisions

The Owner hereby covenants with the District Council as follows:-

1. Definitions

For the purposes of this Schedule the following words will have the following meanings:

"Affordable Housing"	means units of subsidised housing within the meaning of National Planning Policy Framework or any Government Policy Statement or Circular that replaces it
"Affordable Rented Dwelling"	means Dwellings available to those whose needs are not adequately served by the commercial housing market at a rent level of up to 80% of local market rent to include the service charge (where applicable) and which complies with the definition of affordable rented housing in Annex 2 of the National Planning Policy Framework such rent level to be agreed in writing with the District Council
"Affordable Shared Ownership Dwelling"	means Dwellings for sale on a shared ownership basis solely by way of a Shared Ownership Lease
"Affordable Housing Mix"	means the mix of Affordable Housing Units as specified in Schedule 3 hereto
"Affordable Housing Scheme"	means the scheme for securing the provision of the Affordable Housing Units on the Affordable Housing Site in accordance with the Affordable Housing Mix as hereinafter defined more particularly the location of and mix of unit types and proposed tenure for those units and the proposed timetable for such provision
"Affordable Housing Site"	means the land to accommodate the Affordable Housing Units
"Affordable Housing Units"	means the 5 Dwellings to be provided as Affordable Housing comprising 2 Affordable Shared Ownership Dwellings 1 Social Rented Dwelling and 2 Affordable Rented Dwellings to be provided in accordance with the provisions of this Schedule on the Affordable Housing Site
"Common Housing Registers"	means in the case of Affordable Rental Dwellings and Social Rented Dwellings the register or list of applicants maintained by "Devon Home Choice" and in the case of Affordable Shared Ownership Dwellings the regional HomeBuy agent

<p>"Design and Quality Standards"</p>	<p>means that the Affordable Housing Units shall be constructed:</p> <ul style="list-style-type: none"> (i) strictly in accordance with the plans and elevations deposited and as approved by the District Council as part of the Planning Permission (ii) in accordance with the Homes and Community Agency's design and quality standards and the Housing Provider's own design standards applicable at the time of Commencement of Development (iii) a minimum of Code for Sustainable Homes Level 3 (iv) tenure blind so as to be indistinguishable from Private Dwellings
<p>"Designated Person"</p>	<p>means a person or family who is registered on the Common Housing Register or Housing Provider's waiting lists and is in Housing Need</p>
<p>"District"</p>	<p>means the administrative area of the East Devon District Council</p>
<p>"Housing Need"</p>	<p>means the circumstances unless provided to the contrary in this Deed where a household is currently occupying accommodation that is sub standard or unsuitable for its requirements and which has an income that is too low either to buy or rent accommodation appropriate to their circumstances on the open market</p>
<p>"Housing Provider"</p>	<p>means a housing association or similar organisation or a social landlord in each such case registered with the Housing Corporation under section 1 of the Housing Act 1996 or such other body or organisation whose main object is the provision of Affordable Housing as agreed by the District Council</p>
<p>"Local Connection"</p>	<p>means a connection to the Parish of Seaton demonstrated by one or more of the following in priority order:</p> <ul style="list-style-type: none"> (1) being permanently resident therein for a continuous period of at least 3 years out of the 5 years immediately prior to being offered the Affordable Housing Unit; or (2) being formerly permanently resident therein for a continuous period of 5 years; or (3) having his or her place of permanent work (normally regarded as 16 hours or more a week and not including seasonal employment) therein for a continuous period of at least 12 months immediately

	<p>prior to being offered the Affordable Housing Unit; or</p> <p>(4) having a connection through a close family member (normally mother, father, brother, sister, son or daughter) where the family member is currently resident therein and has been so for a continuous period of at least 5 years immediately prior to being offered the Affordable Housing Unit and where there is independent evidence that the family member is in need of support or can give support</p> <p>and in the event that no-one satisfying the above requirements can be found within the Parish of Seaton then the process shall be repeated considering persons from the following areas in the following priority order:</p> <p>(1) the Neighbouring Parishes</p> <p>(2) persons from the District</p>
"Neighbouring Parishes"	means the parishes of Beer, Colyton and Axmouth
"Nomination Agreement"	means the agreement or an agreement substantially in the form of the one appended to this Deed in the Fifth Schedule (or such other form of nomination agreement as the Council may approve) and which governs the ability of the District Council to nominate occupiers for the Affordable Housing Units
"Normal Terms"	Means reasonable commercial terms on the basis of market value being assessed in accordance with RICS Red Book (5 th Edition) valuation standards
"Shared Ownership Lease"	means a long shared ownership lease (as defined in section 622 of the Housing Act 1985 or successor provision) with a Housing Provider substantially in accordance with the Homes and Communities Agency (or successor body) Model as at the date of any such lease where the purchaser purchases an initial share of the equity between 25 – 80% and pays rent on the remaining unsold equity and where additional share of the equity can be purchased provided that no more than 80% of the equity can be purchased

"Social Rented Dwelling"	means housing available to rent on an assured tenancy or assured shorthold tenancy at a rent level not more than the Homes and Communities Agency guideline target rents recommended for the area and the type of accommodation (as may be set from time to time through the National Rent Regime) and the expression Social Rented Unit shall be construed accordingly
"Staircasing Receipts"	means any monies received by the approved Housing Provider of an Affordable Shared Ownership Dwelling as a result of the leaseholder exercising a right to increase their share of the equity (and any part of such monies)

2. Affordable Housing Provision

- 2.1 Not to carry out or otherwise permit the Commencement of Development unless and until the Affordable Housing Scheme together with a plan identifying the Affordable Housing Site has been submitted to and approved in writing by the District Council.
- 2.2 To construct and provide the Affordable Housing Units in accordance with the Affordable Housing Scheme approved pursuant to paragraph 2.1 above on the Affordable Housing Site and in accordance with the Design and Quality Standards.
- 2.3 Notwithstanding the requirements of paragraphs 2.1 and 2.2 above, and subject to a Housing Provider being willing to acquire on Normal Terms the Affordable Housing Units, to have
 - 2.3.1 completed 3 of the Affordable Housing Units prior to the Occupation of 8 of the Private Dwellings; and
 - 2.3.2 completed all of the Affordable Housing Units and transferred the said units to the Housing Provider prior to the Occupation of 12 of the Private Dwellings Provided that:
 - 2.3.3 if the Owner has approached three Housing Providers and none of those Housing Providers is willing to acquire the Affordable Housing Units on Normal Terms then the Owners shall inform the Council who shall then nominate a further three Housing Providers and the Owner shall then offer to them the Affordable Housing Units as soon as reasonably practicable and on the same terms;
 - 2.3.4 if the Council's selected Housing Providers are not willing to acquire the Affordable Housing Units in accordance with paragraph 2.3.3 above, the Owner shall inform the Council as soon as reasonably practicable (and in any event within 5 days of

itself receiving notification) and the Owner shall then offer the Affordable Housing Units to the Council on the same terms as originally used in respect of the offers to Housing Providers;

2.3.5 the Council shall inform the Owner in writing as soon as reasonably practicable and in any event within 15 days of the offer whether the Council are not willing to acquire the Affordable Housing Units under paragraph 2.3.4 above. If the Council are not willing to acquire the Affordable Housing Units the Owner shall be released from the provisions of this Part A of Schedule 1 and shall be free to dispose of Affordable Housing Units free from the restrictions of this Part A of Schedule 1.

2.4 The Affordable Housing Units shall only be used for the purpose of providing Affordable Housing and shall be so used in perpetuity (here meaning for a minimum period of 80 years).

2.5 The transfer of the Affordable Housing Site and / or the Affordable Housing Units to the Housing Provider shall be in such form as the Owners shall reasonably require to ensure that the Affordable Housing Site and / or the Affordable Housing Units are subject to the same rights and easements and covenants (both restrictive and positive) as are to be granted and reserved in sales of the Private Dwellings.

2.6 To ensure that the Affordable Housing Site and / or Affordable Housing Units together with their respective curtilages will abut a publicly adopted highway or roads and footways the subject of a bonded road making agreement under section 38 of the Highways Act 1980 (or enjoy ready and free access thereto via an intervening private drive) and have ready and free access to all usual domestic services needed for residential occupation of such Affordable Housing Units without the Housing Provider having to make any payment either to the Owner or any third party for any right of way or right to use such services or connect to them.

2.7 The transfer of the Affordable Housing Site and the Affordable Housing Units to the Housing Provider will contain a declaration that the Affordable Housing Site is so transferred subject to and with the benefit of the terms of this Deed.

2.8 To give at least 10 working days written notice to the District Council prior to Occupation of 8 of the Private Dwellings.

- 2.9 To give one month's written notice to the District Council of the date when the Affordable Housing Units (or any of them) shall be available for Occupation.

3. Restrictions on Occupation of Affordable Housing Units

- 3.1 Not to permit Occupation of any Affordable Housing Units unless and until the Owners and/or the Housing Provider (as appropriate) has entered into the Nomination Agreement with the District Council.
- 3.2 The Owners and/or Housing Provider as appropriate shall not at any time permit the Affordable Housing Units to be occupied other than as Affordable Housing by a Designated Person (and their dependents) who has a Local Connection.

4 Release

- 4.1 None of the obligations and restrictions referred to in Part A of this Schedule will be enforceable in respect of the Affordable Housing Site or any Affordable Housing Unit as appropriate against any mortgagee or chargee in possession of any of the Affordable Housing Units erected on the Affordable Housing Site (a "Mortgagee") or against any person or body deriving title from such Mortgagee PROVIDED ALWAYS that the Mortgagee has complied with its obligations contained in paragraphs 4.2 below.
- 4.2 The Mortgagee shall prior to seeking to dispose of the Affordable Housing Site or any Affordable Housing Unit(s) pursuant to any default under the terms of its mortgage or charge shall give not less than 3 months' prior notice in writing to the District Council of its intention to dispose and:
- (i) If the District Council responds within 3 months from receipt of the notice indicating that arrangements for the transfer of the Affordable Housing Site or Affordable Housing Unit(s) can be made in such a way as to safeguard them as Affordable Housing then the Mortgagee shall cooperate with such arrangements and use its reasonable endeavours to secure such transfer;
 - (ii) If the District Council or any other person cannot within 3 months of the date of service of its response under paragraph 4.2 (i) secure such transfer then

provided that the Mortgagee shall have complied with its obligations under paragraph 4.2 the Mortgagee shall be entitled to dispose of the Affordable Housing Site or Affordable Housing Unit(s) free of the restriction set out in this Schedule;

PROVIDED THAT at all times the rights and obligations in paragraph 4.2 shall not require the Mortgagee to act contrary to its duties under the charge or mortgage and that the District Council must give full consideration to protecting the interests of the Mortgagee in respect of monies outstanding under the charge or mortgage.

4.3 In relation to any Affordable Housing Units the Affordable Housing obligations in this Deed shall not apply to:

4.3.1 any sale to a tenant in exercising their right to acquire or purchase under a statutory power or to the successors in title to any such persons

4.3.2 in relation to any Affordable Shared Ownership Dwelling where the owner of the said unit has been granted a waiver to the requirements of the Designated Protected Area Order (SI 2009/2098) (or such other regulations restricting the ability to achieve 100% staircasing) the owner subsequently acquires such percentage that will take their ownership to 100% of the said unit or to the successors in title to any such persons.

4.4 In the event of any Affordable Shared Ownership Dwelling being released from the Affordable Housing restrictions herein contained by virtue of the operation of paragraph 4.3.2 above the Owner shall provide the District Council with details of Staircasing Receipts from the Affordable Shared Ownership Dwellings and in co-operation with the District Council reach agreement to invest 100% of the Staircasing Receipts, if any, arising from the Affordable Shared Ownership Dwellings in the provision of new build Affordable Housing or to invest in measures to enhance the provision of Affordable Housing within the administrative area of the District Council including facilitating the acquisition of market housing or the conversion or refurbishment of existing housing to bring such housing back into beneficial use to enable it to be occupied provided that the use of the Staircasing Receipts is limited to the provision within District.

5. Provision of Information

5.1 The Housing Provider will on request from the District Council allow the District Council to inspect or provide to the District Council such information as is necessary in order to

enable the District Council to verify that the Housing Provider has sold or let of the Affordable Housing in accordance with the terms of this Schedule.

Part B: Open Space Contribution

- 6.1 The Owner hereby covenants with the District Council to pay the Open Space Contribution as follows:
- (a) 34% of the Open Space Contribution prior to the Occupation of 5 of the Open Market Dwellings, and;
 - (b) The remaining 66% of the Open Space Contribution prior to the Occupation of 10 of the Open Market Dwellings.
- 6.2 The final Open Space Contribution to be paid pursuant to paragraph 6.1(b) above shall be reduced by the total amount to be spent on Play Equipment comprising either the sum of £30,000 or £37,000.00 or such other amount as is agreed by the Council as part of the On Site Open Space Scheme pursuant to paragraph 8.1 below

Part C: Repayment of Contributions

- 7.1 In the event that the Open Space Contribution or any part thereof has not been spent or committed to be spent by the District Council within 5 years of Completion of the Development, the District Council shall upon request of the Owner (or such person who made the payment) repay the Open Space Contribution or the unspent or uncommitted part thereof to the original paying party together with interest from the date of original payment to the date of repayment at the rate of the higher of either 0% or 1% below the Bank of England base rate for the time being in force.

Part D: On Site Play Space

The Owner hereby covenants with the District Council as follows:

- 8.1 No earlier than Occupation of 50% of the Dwellings to carry out the Public Consultation following which the Owners shall submit to the Council the On Site Play Space Scheme for its written approval (not to be unreasonably withheld).

- 8.2 To provide the On Site Play Space in accordance with the approved On Site Play Space Scheme and to adhere to the same at all times unless agreed otherwise in writing by Council and in any event to have:
- 8.2.1 commenced construction of the On Site Play Space no later than Occupation of 75% of the Dwellings; and
 - 8.2.2 completed the On Site Play Space and made the same available for use by the occupiers of the Development no later than Occupation of 100% of the Dwellings
- 8.3 Within 7 days of completion of the On Site Play Space pursuant to paragraph 8.2 above the Owner shall notify the Head of Service in writing of details of their designated contact for queries regarding the On Site Play Space and requesting an inspection following which the Head of Service shall issue either the Practical Completion Certificate or a Remedial Notice which shall be complied with within 28 days following which the Owner shall request a further inspection by the Head of Service (to which the Head of Service must respond within 14 days) following which the Head of Service shall issue a Practical Completion Certificate or a Remedial Notice and such process is to be repeated until the Practical Completion Certificate is issued.
- 8.4 Following the issue of the Practical Completion Certificate the Owner shall maintain the On Site Play Space in accordance with the On Site Play Space Scheme to the satisfaction of the Council for the Maintenance Period (or such shorter period as may be agreed to by the Head of Service) and during that time to comply with any Remedial Notice reasonably served by the Council provided that for the avoidance of doubt in the event that the On Site Play Space is transferred to a Management Company before the expiry of the Maintenance Period, the Management Company will be responsible for the unexpired remainder of the Maintenance Period.
- 8.5 If the Owner or the Management Company (as appropriate) does not comply with the requirements of any Remedial Notice to the Council's satisfaction as required by this paragraph 8 of this Schedule the Council may after giving the Owner 14 days' written notice of the works it intends to carry out and the Owner failing to carry out the works within that period enter upon the Site and themselves carry out those works and the cost of these works shall be paid by the Owner or the Management Company (as appropriate) to the Council.

- 8.6 One month prior to the expiry of the Maintenance Period (or such shorter period as agreed to pursuant to paragraph 8.5 above) the Head of Service will carry out the Final Maintenance Inspection following which the Head of Service shall either issue the Final Certificate for the Open Space or a Remedial Notice which shall be complied with within 28 days following which the Owner shall request a further inspection by the Head of Service (to which the Head of Service must respond within 14 days) following which the Head of Service shall issue the Final Certificate or a Remedial Notice and such process is to be repeated until the Final Certificate is issued.
- 8.7 Prior to Occupation of the last Dwelling to transfer the On Site Play Space to the Management Company (if this has not already taken place) and thereafter the On Site Play Space shall be maintained in perpetuity in accordance with the maintenance regime set out in the On Site Play Space Scheme.
- 8.8 Not to permit Occupation of the last Dwelling unless and until the On Site Play Space has been transferred to the Management Company in accordance with paragraph 8.7 above.
- 8.9 Any transfer of the On Site Play Space to the Management Company shall be in accordance with the terms contained in the Fourth Schedule

SCHEDULE 2

1. Education Contribution 1 and Education Contribution 2

- 1.1 The Owner hereby covenants with the County Council that it shall pay 50% of both the Education Contribution 1 and the Education Contribution 2 to the County Council upon Occupation of the sixth (6th) Dwelling forming part of the Development together with any additional sum calculated in accordance with Clauses 11 and 12 hereof.
- 1.2 No more than six (6) Dwellings forming part of the Development shall be Occupied until 50% of both Education Contribution 1 and Education Contribution 2 have been paid in full by the Owner to the County Council.
- 1.3 The Owner hereby covenants with the County Council that it shall pay the remaining 50% of both the Education Contribution 1 and the Education Contribution 2 to the County Council upon Occupation of the twelfth (12th) Dwelling forming part of the Development OR within three (3) years of payment of the first instalment of Education Contribution 1 and Education Contribution 2 as per sub-paragraph 1.1 hereof, whichever is the earlier together with any additional sum calculated in accordance with Clauses 11 and 12 hereof.
- 1.4 No more than twelve (12) Dwellings forming part of the Development shall be Occupied unless the remaining 50% of both Education Contribution 1 and Education Contribution 2 have been paid in full by the Owner to the County Council.
- 1.5 If either Education Contribution 1 or Education Contribution 2 or any part thereof has not been spent or committed to be spent by the County Council within 10 years of completion of the Development, the County Council shall repay Education Contribution 1 or Education Contribution 2 (as relevant) or the unspent or uncommitted part thereof to the original paying party together with interest from the date of original payment to the County Council to the date of repayment at the rate of the higher of either 0% or 1% below the Bank of England base rate for the time being in force.

SCHEDULE 3

	Social Rented	Affordable Rented	Shared Ownership	Total
1 bed house	1	1	0	2
2 bed house	0	1	2	3
Totals	1	2	2	5

SCHEDULE 4

Management Company Provisions

1. Not to use or Occupy or cause or suffer or permit the use or Occupation of any of Dwellings until such time as the Owner has at its own expense engaged a Management Company to manage the Onsite Open Space within the Development and procured that the Management Company is responsible for the upkeep and on-going maintenance of the On Site Play Space in accordance with the On Site Play Space Scheme and the Obligations under this Deed.

Management Company Documents

2. Not to use or Occupy or cause or suffer or permit the use or Occupation of any of Dwellings until such time as the Owner has provided the District Council with the following information and documents relating to the Management Company:

2.1 a copy of the company Certificate of Incorporation and Articles of Memorandum;

2.2 a copy of its Rules (including the holding of at least 1 public meeting per year and the giving of a minimum of 7 days written notice of each meeting to the District Council and all Company Members and any other interested parties and to provide suitable facilities for the meetings of the Management Company) and Regulations and operational manuals;

2.3 any other relevant documentation relating to the On Site Play Space;

2.4 details of the names and addresses of all Directors, Members and the Company Secretary

2.5 full and sufficient details of the financial resources available to the Management Company including evidence that there are adequate resources in place to undertake the maintenance of On Site Play Space in perpetuity in accordance with the On Site Play Space Scheme.

Operation of the Management Company

3. The Owner hereby covenants:

- (a) that the Management Company will ensure that they provide contact details of a named individual to the owners and occupiers of all of the Dwellings on the Site;
- (b) to ensure that the Rentcharge is secured on the first transfer or disposal of any Dwelling and that covenants are contained on the transfer to procure that on any subsequent transfer or disposal the Rentcharge is secured in favour of the Management Company.

SCHEDULE 5
Draft Nomination Agreement

NOMINATION AGREEMENT IN RESPECT OFF LAND OF BARNARDS HILL LANE, SEATON

THIS NOMINATION AGREEMENT is made the day of 2016

BETWEEN:

- (1) **EAST DEVON DISTRICT COUNCIL** of Knowle, Sidmouth, EX10 8HL ("EDDC"); and
- (2) *[Insert RP details]* an industrial and provident society (IPS Number XXXXX) whose registered office is at *[Insert address]* ("the Registered Provider")

IT IS AGREED THAT:

1 DEFINITIONS AND INTERPRETATION

1.1 In this Agreement the following works and expressions shall (unless the context (otherwise requires) have the following meaning:

"Affordable Housing Units"	means the 5 units which are subject to the Transfer to the Registered Provider dated [XX XX 2015] and which shall be made available as Affordable Housing (as defined in the Section 106 Agreement) and which shall comprise Affordable Rented Dwellings Social Rented Dwellings and Affordable Shared Ownership Dwellings as defined and delivered pursuant to the Section 106 Agreement and Affordable Housing Unit shall be construed accordingly;
"Common Housing Register"	means in the case of Affordable Rented Dwellings the register or list of applicants maintained by Devon Home Choice and in the case of Affordable Shared Ownership Dwellings the register or list of applicants maintained by the Regional HomeBuy Agent;
"Designated Person"	means a person who is in Housing Need within the District and who is registered on the Common Housing Register
"District"	means the administrative area of EDDC
"EDDC"	means East Devon District Council
"Eligible Person"	means a person who is a Designated Person and who has a Local Connection

"Expert"	means an expert independent arbitrator to be appointed in accordance with clause 10.1 of this Agreement;
"First Occupation"	means first Occupation (as defined in the Section 106 Agreement);
"Housing Need"	where a household is currently occupying accommodation that is sub standard or unsuitable for its requirements and which has an income that is too low either to buy or rent accommodation appropriate to their circumstances on the open market
"Local Connection"	<p>means a connection to the Parish of Seaton demonstrated by one or more of the following in the following priority order;</p> <ol style="list-style-type: none"> (1) being permanently resident therein for a continuous period of at least three (3) years out of the five (5) years immediately prior to being offered the Affordable Housing Unit; or (2) being formerly permanently resident therein for a continuous period of five (5) years; or (3) having his or her place of permanent work (normally regarded as 16 hours or more a week and not including seasonal employment) therein for a continuous period of at least twelve (12) months immediately prior to being offered the Affordable Housing Unit; or (4) having a connection through a close family member (normally mother, father, brother, sister, son or daughter) where the family member is currently resident therein and has been so for a continuous period of at least five (5) years immediately prior to being offered the Affordable Housing Unit and where there is independent evidence that the family member is in need of support or can give support <p>and in the event that no-one satisfying the above requirements can be found within the Parish of Seaton then the process shall be</p>

	repeated considering persons from the Neighbouring Parishes and in the event that no-one satisfying the above requirements can be found from the Neighbouring Parishes then the process shall be repeated considering persons from the District of East Devon
"Neighbouring Parishes"	means the parishes of Beer, Colyton and Axmouth
"Nomination Period"	means the period of eighty (80) years from the date of this Agreement;
"Nomination Right"	means the right referred to in the Section 106 Agreement and conferred in clause 5 of this Nomination Agreement for EDDC to: (a) nominate Eligible Persons to occupy the Affordable Housing Units during the Nomination Period; or (b) allow a Registered Provider to allocate Eligible Persons to occupy the Affordable Housing Units in accordance with Devon Home Choice or Regional Homebuy Agent during the Nomination Period;
"Parties"	means <i>[insert RP name]</i> and EDDC and "Party" shall be construed accordingly;
"Section 106 Agreement"	means the Agreement dated <i>[insert date]</i> and entered into pursuant to Section 106 Town and Country Planning Act 1990 between (1) East Devon District Council (2) Devon County Council (3) Fosseway Developments Limited and (4) Michael Henry Gardiner which makes provision for affordable housing on land off Barnards Hill Lane, Seaton

- 1.2 Words denoting the singular only shall include the plural and vice versa
- 1.3 Words denoting one gender shall include all genders and words denoting persons shall include firms and corporations and vice versa
- 1.4 References to any statute or statutory provision includes a reference to:
- (a) that statute or statutory provision as from time to time amended extended re-enacted or consolidated; and
 - (b) all statutory instruments or orders made pursuant to it.
- 1.5 References to any party in this Agreement shall include that party's successors in title and assigns

- 1.6 References to a body exercising statutory powers and/or functions in this Agreement shall unless otherwise specified include any successor in function
- 1.7 Every covenant in this Agreement not to do a particular thing shall be deemed to include (a covenant not to cause authorise or permit that thing to be done by another person
- 1.8 Where there is conflict between any of the provisions of this Nomination Agreement and the provisions of the Section 106 Agreement the provisions of the Section 106 Agreement shall be taken to prevail for all purposes.
- 1.9 Nothing in this Nomination Agreement shall be taken to override the Devon Home Choice or Homebuy Scheme and if any conflict arises between this Nomination Agreement and the Devon Home Choice or Homebuy Scheme then the Devon Home Choice or Homebuy Scheme shall prevail
- 1.10 The headings in this Agreement are inserted for convenience only and shall not affect the construction or interpretation of this Agreement

2 NOTICES

- 2.1 Unless provided for otherwise in this Agreement any notice or other communication shall be given by telephone and must be confirmed within two working days by letter for that notice or communication to be effective.

3 PROVISION OF AFFORDABLE HOUSING

- 3.1 The Registered Provider agrees to make the Affordable Housing Units available for sale to or rent by (as appropriate) Eligible Persons for the duration of the Nomination Period.
- 3.2 In accordance with EDDC's obligations under Parts II Housing Act 1985 and Parts VI and VII Housing Act 1996 EDDC and the Registered Provider have agreed to enter into a programme for the nomination of Eligible Persons to purchase or rent the Affordable Housing Units.

4 NOMINATION RIGHTS

- 4.1 The Registered Provider grants to EDDC the Nomination Rights in respect of the Affordable Housing Units throughout the Nomination Period and the Registered Provider covenants that it shall not allow the occupation of the Affordable Housing Units other than in accordance with this Agreement.
- 4.2 The Nomination Rights may be exercised by EDDC where an Affordable Housing Unit becomes available for occupation by reason of availability for First Occupation or arising upon any subsequent resale, re-let or assignment after the expiry of the First Occupation or any subsequent occupation of that Affordable Housing Unit.
- 4.3 EDDC may appoint the Registered Provider to act on its behalf in relation to this Agreement on such terms as to be agreed in writing from time to time

5 NOMINATION PROCEDURE

Notice of availability

- 5.1 Where an Affordable Dwelling is available for First Occupation the Registered Provider shall provide notice in writing to EDDC no later than two weeks after the date on which the Affordable Dwelling becomes available for First Occupation that it is available.
- 5.2 Where an Affordable Dwelling becomes or is to become available for any reason after the expiry of the First Occupation or any subsequent occupation the Registered Provider shall provide notice in writing of the availability of that Affordable Dwelling to EDDC no less than four weeks prior to that Affordable Dwelling becoming available.

Nomination of Eligible Persons

- 5.3 Where EDDC receives notice of the availability of an Affordable Dwelling in accordance with clause 5.1 above it may within four weeks nominate to the Registered Provider in priority order up to three prospective Eligible Persons to occupy the Affordable Dwelling.
- 5.4 Where EDDC receives notice of the availability of an Affordable Dwelling in accordance with clause 5.2 above it may within four weeks nominate to the Registered Provider in priority order up to three prospective Eligible Persons to occupy the Affordable Dwelling.

Offer of accommodation to Eligible Persons

- 5.5 The Registered Provider shall within ten working days of receipt of the names of the three Eligible Persons pursuant to clauses 5.3 or 5.4 above have the reasonable right of interview and (on reasonable grounds) rejection of any prospective Eligible Person so nominated by EDDC.

- 5.6 Where the Registered Provider:
- (a) does not reject all of the prospective Eligible Persons nominated by EDDC;
 - or
 - (b) where it does reject a Eligible Person and it is later determined that the rejection was unreasonable,

it shall make an offer to purchase or offer to lease (as appropriate) to the highest priority Eligible Person

- 5.7 Where EDDC has nominated a Eligible Person(s) the Registered Provider shall as soon as practicable notify EDDC if:
- (a) the Registered Provider rejects any Eligible Person(s) nominated by EDDC;
 - or
 - (b) if any Eligible Person nominated in respect of a particular Affordable Housing Unit fails to accept or refuses an offer of a lease or an offer to purchase which is made by the Registered Provider.
- 5.8 Where the Registered Provider rejects a Eligible Person and provides notice to EDDC of that rejection in accordance with clause 5.7(a) above that notice shall include the Registered Provider's reasons for that rejection.
- 5.9 On receipt of a notice of rejection EDDC shall consider the reasons for rejection and if it determines that a rejection was not reasonable it shall set out its reasons for so doing in writing and immediately notify the Registered Provider of those reasons.

- 5.10 In the event of a dispute between the Registered Provider and EDDC relating to whether a rejection is reasonable or not the matter may be referred by either party for resolution under the terms of clause 10.

Further nominations

- 5.11 This clause applies where either:

(a) all Eligible Persons nominated to an Affordable Housing Unit by EDDC are rejected by the Registered Provider and such reasons are considered reasonable by EDDC;

or

(b) an Eligible Person refuses to accept an offer to lease or offer to sale made by the Registered Provider within four weeks of the date of that offer.

- 5.12 Where clause 5.11 applies, the Registered Provider shall notify EDDC and invite further nominations within ten working days.

- 5.13 Within ten working days of receipt of a notification received in accordance with clause 5.12 EDDC may nominate to the Registered Provider a further three prospective Eligible Persons in priority order for the purposes of occupying that Affordable Housing Unit. Clauses 5.5 to 5.10 shall apply in respect of those nominations as if they were made under clause 5.3 or 5.4.

Local Connections

- 5.14 If within four weeks of the expiration of a notice served upon EDDC pursuant to clause 5.1, 5.2 or 5.12 above EDDC have failed to nominate a Eligible Person the Registered Provider may let the Affordable Housing Unit free from the Nomination Rights to any Eligible Persons in accordance with Devon Home Choice without prejudice to the Nomination Rights which shall arise upon the expiry of that person's occupation of the Affordable Housing Unit.

Fit for occupation

- 5.15 Where the Registered Provider gives notice to EDDC under clauses 5.3, 5.4 or 5.12 the Registered Provider shall certify to EDDC that the Affordable Housing Unit to which the notice relates is fit for occupation.

6 VARIATION AND WAIVER

- 6.1 The nomination procedure described in clause 5 above may be varied in respect of any single Affordable Housing Unit provided always that such variation is agreed in writing by the Parties and that no such variation shall constitute a waiver of the Nomination Rights as described in this Agreement.

7 INFORMATION

- 7.1 The Registered Provider shall provide EDDC with information concerning the occupation of the Affordable Housing Units on each anniversary of the date of this Agreement throughout the Nomination Period such information to include evidence concerning voids, sales, re-sales, lets and re-lets.

- 7.2 EDDC may request such further information from the Registered Provider concerning the occupation of the Affordable Housing Unit as it may reasonably require and such information shall be provided by the Registered Provider within twenty-eight days of receipt of a request.

8 ENFORCEABILITY OF COVENANTS

- 8.1 This Agreement is made pursuant to the Local Government (Miscellaneous Provisions) Act 1982 Section 33 and the Localism Act 2011 Section 1 and the covenants on the part of the Registered Provider shall be enforceable without any limit of time against any person deriving title from the Registered Provider in respect of its interest in the Affordable Housing Units and any person deriving title under it in respect of any lesser interest in the Affordable Housing Units as if that person had also been an original covenanting party in respect of the interest for the time being held by him provided always that the obligations contained or referred to in this Nomination Agreement shall not apply in so far as is provided for in the Section 106 Agreement.

9 COSTS

- 9.1 On completion of this Agreement the Registered Provider shall pay EDDC's legal costs in preparing amending and completing this Agreement.

10 DISPUTES

- 10.1 In the event of a dispute or question arising between the Registered Provider and EDDC in relation to any of the provisions of this Agreement it is agreed that:
- (a) in the absence of agreement the dispute or question shall be referred to an Expert to be agreed by EDDC and the Registered Provider;
 - (b) in the absence of agreement between the Registered Provider and EDDC the Expert shall be determined upon the application of either EDDC or the Registered Provider by the President of the Royal Institution of Chartered Surveyors;
 - (c) any such reference is to be treated as a submission to arbitration within the means of the Arbitration Act 1996; and
 - (d) in the event of a reference to arbitration arising out of the unreasonable withholding of any approval required or sought under this Agreement the timescale for carrying out any required steps under this Agreement may be extended either by written agreement between the parties to the procedure or failing such agreement in accordance with such extended timescale as the Expert may deem fit.
- 10.2 In the event of such election made in clause 10.1 then any resulting finding decision or determination of the Expert shall be binding on the Registered Provider and EDDC.

11 EXCLUSIONS

- 11.1 Nothing in this Agreement shall bind
- 11.1.2 a mortgagee in possession or chargee (or to a receiver appointed thereby) of an Affordable Housing Provider to whom the freehold or long leasehold of the Affordable Housing Dwellings has been transferred,
 - 11.1.2 any sale to a tenant in exercising their right to acquire or purchase under a statutory power or to the successors in title to any such persons

11.1.3 In relation to any Shared Ownership Dwelling (as defined in the S106 Agreement) where the owner of the said unit has been granted a waiver to the requirements of the Designated Protected Area Order (SI 2009/2098) (or such other regulations restricting the ability to achieve 100% staircasing) the owner subsequently acquires such percentage that will take their ownership to 100% of the said unit or to the successors in title to any such persons

IN WITNESS whereof this Agreement has been executed by the parties hereto the day and year first before written

THE COMMON SEAL of EAST DEVON)
DISTRICT COUNCIL was affixed to this)
Agreement in the presence of)

.....
Authorised Signatory

EXECUTED as a DEED by)
affixing the common seal of)
)
)
in the presence of:)

Authorised Signatory

.....
Authorised Signatory / Secretary

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

EXECUTED AS A DEED

by affixing the Common Seal of
EAST DEVON DISTRICT COUNCIL

in the presence of :



Authorised Signatory



19319

EXECUTED AS A DEED

by affixing the Common Seal of
DEVON COUNTY COUNCIL

in the presence of :-



Authorised Signatory



46802

DOCUMENT NO.

EXECUTED as a DEED by)
FOSSEWAY (DEVELOPMENTS) LIMITED)
acting by a single Director)



Director

in the presence of: _____

Witness name S. A. CLAYTON-ROGERS

Witness Address 10 THE SALTINGS EX12 2XW

Witness Signature [Redacted]

Witness Occupation SECRETARY

SIGNED AND DELIVERED AS A DEED by
MICHAEL HENRY GARDINER



in the presence of: _____

Witness name S.A. PRAYTON-ROGERS

Witness Signature 

Witness Address 10 THE SALTINGS EX12 2KW

Witness Occupation SECRETARY