

DATED

21 OCTOBER

2015

(1) BOVIS HOMES LIMITED

(2) PETER JOHN LOVERING HOYLE & JENNIFER JOY HOYLE

(3) JILLIAN SARAH HILL & REX BUSCOMBE

(4) WEST DEVON BOROUGH COUNCIL

(5) DEVON COUNTY COUNCIL

AGREEMENT

Under

Section 106

Of

The Town and Country Planning Act 1990

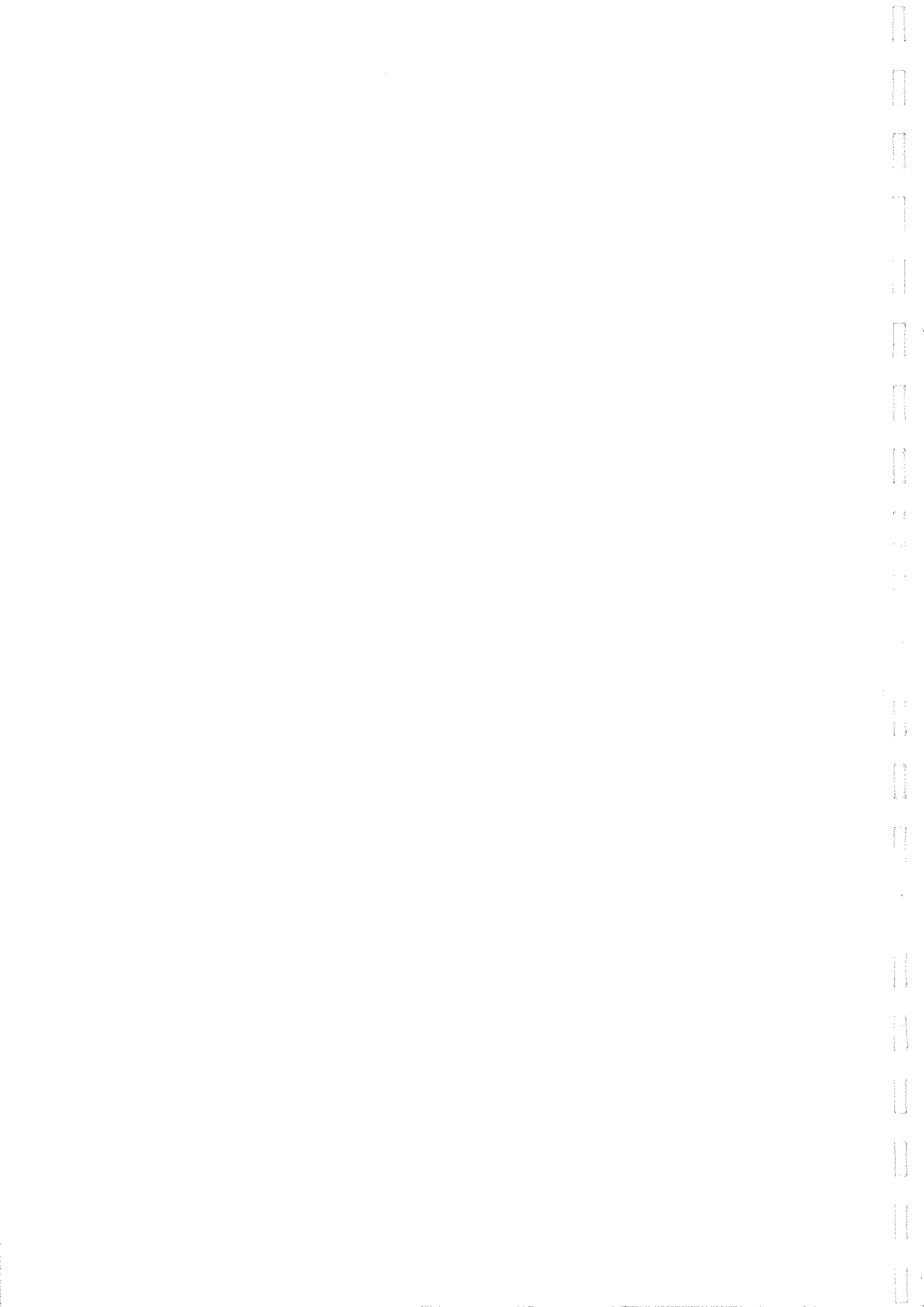
Relating to land at

Callington Road

Tavistock

Devon

Planning Application 00554/2013



CONTENTS

1. Definitions
2. Interpretation
3. Statutory Provisions
4. Owner's Covenants
5. Phasing of Development
6. Change of Ownership
7. Service of Notices
8. Applicant's Consent
9. Applicant's Covenants with the Owners
10. Applicant's Covenants with the Council and the County Council
11. Owner's/Applicant's Covenants with the County Council
12. Covenants by the Council
13. Covenants by the County Council
14. Access to the Land
15. Settlement of Disputes
16. Warranty
17. Waiver
18. Jurisdiction

SCHEDULES

SCHEDULE 1	Education Contribution and School Site
SCHEDULE 2	Public Open Space and Recreational Land
SCHEDULE 3	Affordable Housing
SCHEDULE 4	Railway Contribution

SCHEDULE 5	Railway Station and Parking
SCHEDULE 6	Public Access, Bus Services, Footpaths and Highway Works
SCHEDULE 7	Public Realm
SCHEDULE 8	Rentplus Scheme

APPENDICES

1. Railway Land Transfer
2. Education Land Transfer
3. Existing Viability Appraisal

PLANS

Plan 1 - The Land Ownership Plan

Plan 2 – Bus Stop Plan

Plan 3– Monksmead Link Path Route

Plan 4– School and Rail Land Plan

Plan 5 –Phasing Plan

Plan 6 – Emergency Access Plan

Drawings

Proposed Site Access General Arrangement - 12138/SKT02

Pixon Lane Mini Roundabout Proposed Capacity Improvements–12138/SKT03

Ford Street Mini Roundabout Proposed Capacity Improvements Option A–12138/SKT04

Drake's Statute Roundabout Proposed Capacity Improvements 12138/SKT/06

THIS DEED is made the

21

day of

OCTOBER 2015

BETWEEN:

- (1) **BOVIS HOMES LIMITED** (Company Registration Number 00397634) whose registered office is situated at The Manor House New Ash Green Longfield Kent DA3 8HQ (hereinafter called "**the Applicant**") and
- (2) **PETER JOHN LOVERING HOYLE and JENNIFER JOY HOYLE** of Newton Farm Tavistock Devon PL19 8HU (hereinafter together called "**the First Owners**")
- (3) **JILLIAN SARAH HILL and REX BUSCOMBE** of 4 and 5 St Lawrence Road Plymouth PL4 6HR (hereinafter called "**the Second Owners**")
- (4) **WEST DEVON BOROUGH COUNCIL** of the Council Offices Killworthy House Tavistock Devon PL19 0BZ (hereinafter called "**the Council**")
- (5) **DEVON COUNTY COUNCIL** of County Hall Topsham Road Exeter Devon EX2 4QD (hereinafter called "**the County Council**")

And the First Owners and the Second Owners shall together be referred to as "**the Owners**"

WHEREAS

- (A) The Council is the district local planning authority for the purposes of this Deed for the area within which the Land is situated and by whom the relevant Obligations contained in this Deed are enforceable
- (B) The County Council is the county local planning authority for the purposes of this Deed for the area within which the Land is situated and also the local education authority and the local highway authority and by whom the relevant Obligations contained in this Deed are enforceable
- (C) The First Owners are interested as the freehold Owner in the part of the Land which together with other land is registered at HM Land Registry with Title Absolute under Title Number DN482318 which is edged blue on Plan 1
- (D) The Second Owners are interested as the freehold Owner in the part of the Land which together with other land is registered at HM Land Registry with Title Absolute under Title Number DN596922 and which is edged green on Plan 1

- (E) The Applicant has entered into the Option with the First Owners and the Second Owners dated 15 October 2015 in relation to the Land.
- (F) The County Council holds the freehold of the Former Railway Corridor shown coloured yellow on Plan 1
- (G) The Applicant has applied to the Council for Planning Permission for the Development on the Land and the Council is minded to grant approval for the Development pursuant to the Application subject to the Owners first entering in to this Deed

NOW THIS DEED is made in pursuance of Section 106 of the 1990 Act and is a planning obligation for the purposes of that Section and **WITNESSES** as follows:

DEFINITIONS AND INTERPRETATION

It is agreed and declared as follows for the purposes of this Deed the following expressions shall have the meanings contained in Clause 1 **AND** that the definitions and expressions contained in the Schedules shall also apply to this Deed:

1. DEFINITIONS

- 1.1 **"1990 Act"** means the Town and Country Planning Act 1990
- 1.2 **"1999 Act"** means the Contracts (Rights of Third Parties) Act 1999
- 1.3 **"Application"** means the application for outline planning permission to carry out the Development submitted to the Council and validated on 17 May 2013 and allocated reference number 00554/2013
- 1.4 **"BCIS Index"** means the All in Tender Price Index published by the Building Costs Information Service of the Royal Institute of Chartered Surveyors
- 1.5 **"Borough"** means the administrative area of the Council
- 1.6 **"Commencement of Development"** means the date on which any material operation (as defined in Section 56(4) of the 1990 Act) forming part of the Development begins to be carried out other than for the purposes of this Deed and for no other purpose:
 - 1.6.1 operations consisting of site clearance
 - 1.6.2 archaeological investigations
 - 1.6.3 investigations for the purpose of assessing ground conditions
 - 1.6.4 remedial work in respect of any contamination or other adverse ground conditions

1.6.5 erection of any temporary means of enclosure

1.6.6 the temporary display of site notices or advertisements

and "**Commencement**" and "**Commence Development**" shall be construed accordingly

1.7 "**Development**" means the mixed use development construction of up to 750 dwellings, a primary school site, a local convenience store of up to 250 sq m (net) floor space, railway station, related development and associated infrastructure including detailed drawings for a new vehicular and pedestrian access from the A390 pursuant to the Planning Permission

1.8 "**Dwelling**" means any individual unit of residential occupation (whether a house or flat) constructed or to be constructed on the Land pursuant to the Planning Permission

1.9 "**Expert**" means a person having appropriate qualifications and experience in the matters in dispute as agreed by the Relevant Parties or failing agreement such person as is nominated by the President for the time being of the Royal Institution of Chartered Surveyors on the application of a Relevant Party

1.10 "**Illustrative Masterplan**" means the plan annexed to this Deed and marked Plan 2

1.11 "**Interest**" means the interest at 4% above the base lending rate of the Bank of England from time to time

1.12 "**Index Linked**" means the financial contribution to be paid shall be increased in accordance with the formula:

$$C = \text{£}Y \times B/A$$

where;

A is the value of the BCIS Index last published before the date of the this Deed

and

B is the value of the BCIS Index last published before the date of payment of the contribution

and

C is the sum to be paid

and

Y is a contribution as defined in this Deed

- 1.13 **"Land"** means the Land south of Callington Road Tavistock within title numbers DN482318 and DN596922 and shown for identification purposes edged red on Plan 1
- 1.14 **"Market Dwelling"** means a Dwelling which is for sale on the open market and which is not a unit of Affordable Housing
- 1.15 **"Obligation"** and **"Obligations"** means the planning obligations, covenants, requirements and restrictions on the part of the Owners contained in this Deed
- 1.16 **"Occupation"** means occupation for the purposes of residential use permitted by the Planning Permission but not including occupation by personnel engaged in construction, fitting out or decoration or occupation for marketing or display or occupation in relation to security operations and the terms **"Occupied"** and **"Occupy"** shall be interpreted accordingly
- 1.17 **"Phase"** or **"Phases"** means any one of the 4 parcel groups (together with associated open space and infrastructure) as set out in the Phasing Scheme
- 1.18 **"Phasing Plan"** means the plan annexed hereto and marked as Plan 5
- 1.19 **"Phasing Scheme"** means the scheme for the phasing of the areas of 4 Phases of the development as set out in the Phasing Plan
- 1.20 **"Plan 1"** means the plan annexed hereto showing the Land, ownership and other details and marked as "Plan 1"
- 1.21 **"Plan 2"** means the plan annexed hereto and marked as "Plan 2" and showing details of the Bus Stops and Illustrative Masterplan
- 1.22 **"Plan 3"** means the plan annexed hereto and marked as "Plan 3" showing the Monksmead Link
- 1.23 **"Plan 4"** means the plan annexed hereto and marked as "Plan 4" showing the Education Land and the Railway Land
- 1.24 **"Plan 5"** means the plan annexed hereto and marked as "Plan 5" showing the Phases of the Development
- 1.25 **"Plan 6"** means the plan annexed hereto and marked as "Plan 6" showing the indicative location of the Emergency Access Routes

PLAN 1

This drawing is copyright and may not be altered, copied, reprinted, photocopied or used for any purpose other than that for which it is issued without written permission from the architect.

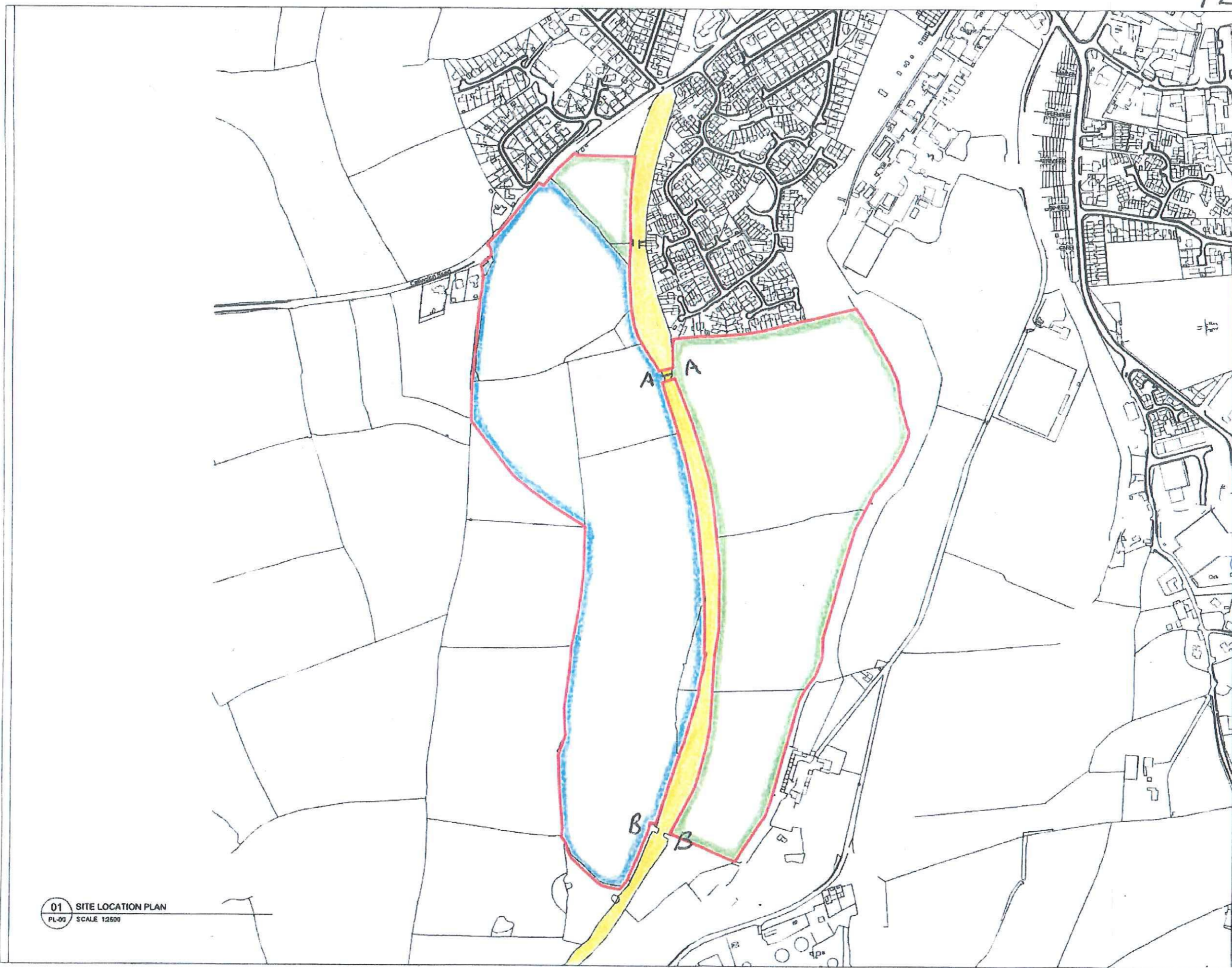
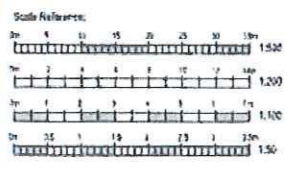
Contractors are not to scale from this drawing, but to check all dimensions on site prior to the commencement of work.

Any discrepancies should be reported to the Architect.

All details shown on this drawing are based upon typical site conditions related to the area. No responsibility can be accepted for abnormal conditions unless reported to the Architect, so that design arrangements may be considered.

NOTES / REVISIONS			
REV	DATE	NOTES	BY
A	11.10.12	structural reinforcement issues	RM
B	23.06.13	red line adjusted	RM
C	23.06.13	red line adjusted	RM

ORIGINAL DRAWING SIZE: A1



csa architects
 Chartered Architects Ltd.
 51 Pine House, Long Leckway, Sturton
 Market Way, Northampton
 Northants
 NN1 2JH
 Tel: 01872 253 212
 Fax: 01872 275 136
 E-mail: info@csaarchitects.co.uk
 Web: www.csaarchitects.co.uk

Client:
BOVIS HOMES
 Job Description: Location
**LAND SOUTH WEST
 OF TAVISTOCK**

Drawing Title:
SITE LOCATION PLAN

Date	Scale	Drawn by	Checked
10.12.12	1:2500	RNM	
Job No.	Drawing No.	Revision	
2573	A-003	C	
PLANNING			

01 SITE LOCATION PLAN
 PL-00 SCALE 1:2500



Key

- application site
- Residential development
24.0 hect.
- Hub 2.2 ha comprising:
Primary school site
Railway Station related development
Local convenience store
- Public open space and Green
Infrastructure 9.8 hect.
- Total development area
36.0 hect.
- indicative bus route
- indicative bus stop
location
- indicative
footpath
PROW
- existing cycleway
- proposed railway
- proposed cycleway

Client: **BOVIS HOMES**

Location: **West of Tavistock**

Drawing title: **Land Use Parametric Plan**

Date: **25.03.13**

Scale: **NTS**

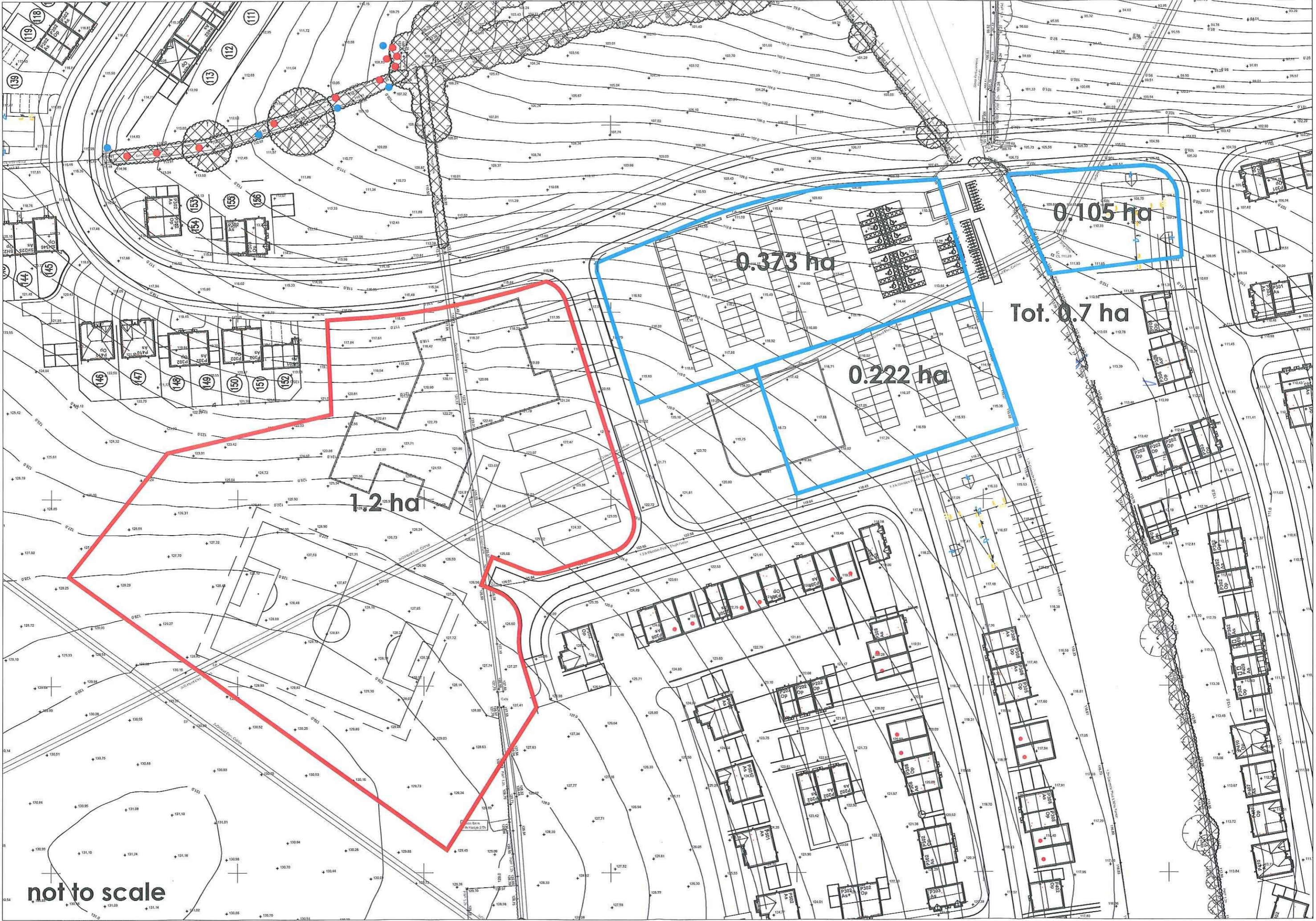
Drawn by: **RNM**

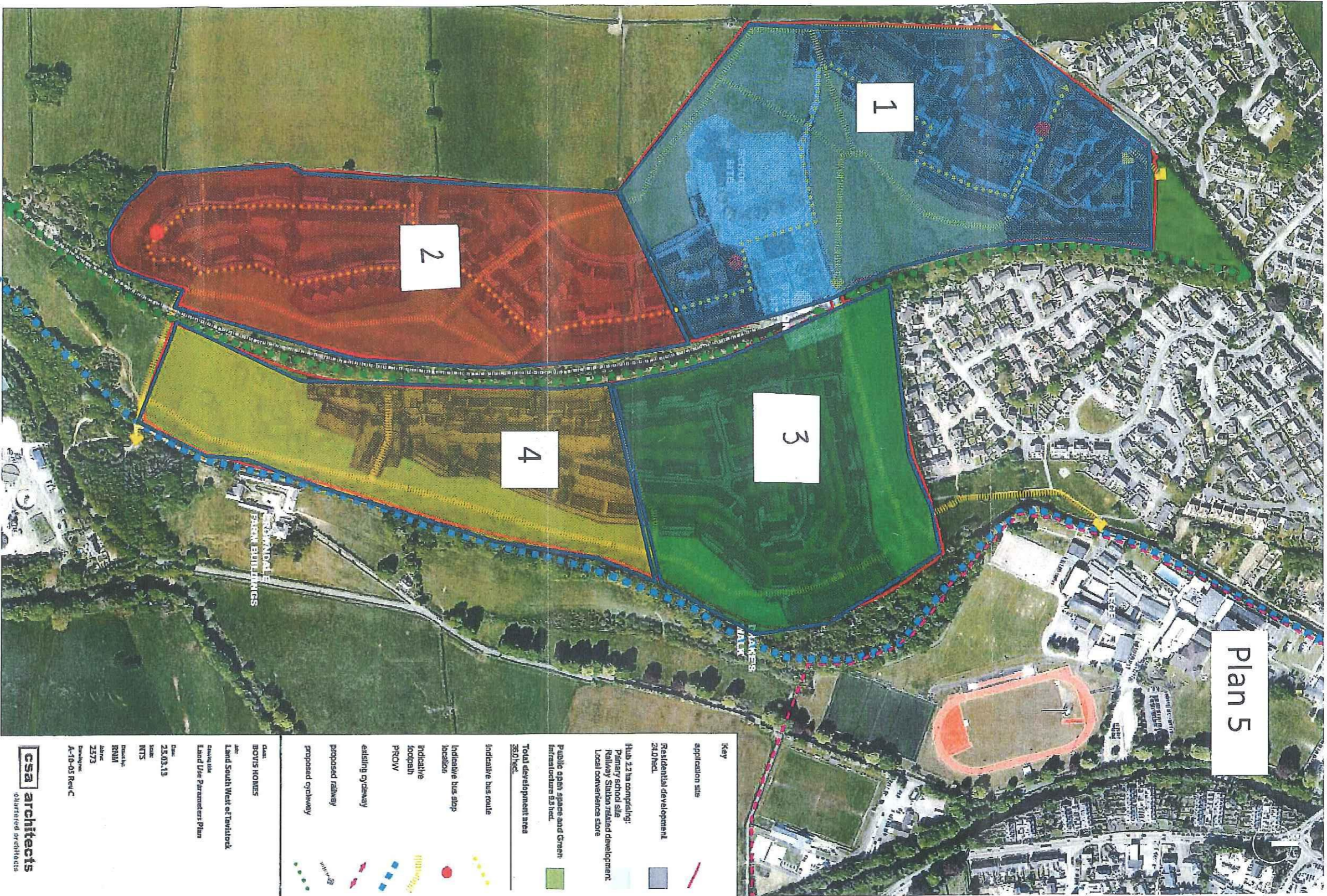
Job no: **2573**

Drawing no: **A-10-05 Rev C**



Monksmead Link

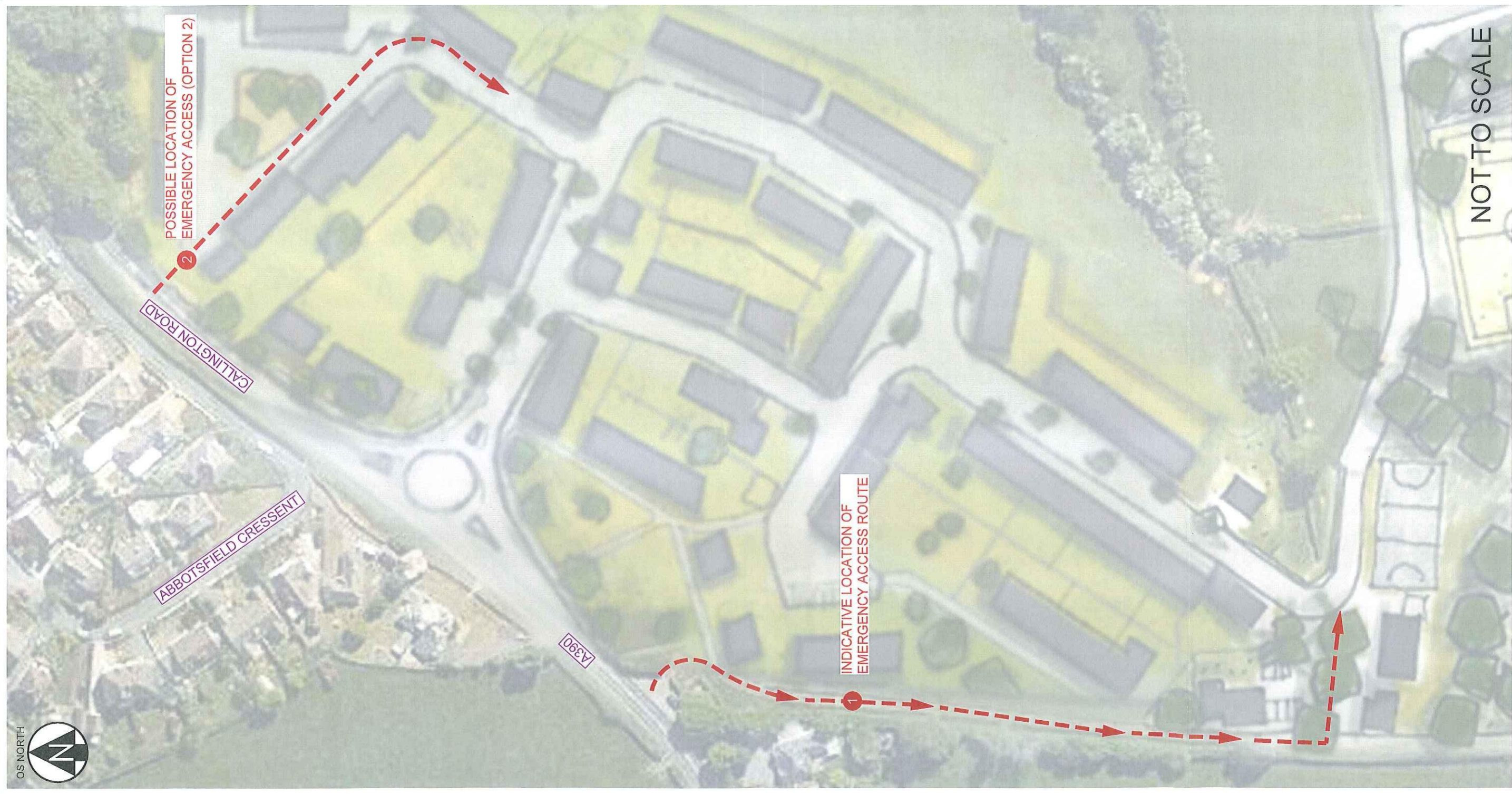




PLAN 6

NOTES:

BACKGROUND INFORMATION BASED UPON
DRAWING TITLED PROPOSED MASTERPLAN
JOB NUMBER 2573
DRAWING NUMBER A-10-04
RECEIVED 17/10/2013
PRODUCED BY CSA ARCHITECTS



Rev	Date	Description	By	Ckd
A	07/10/15	INDICATIVE NEIGHBOURS PEDESTRIAN ROUTE REMOVED	AJT	RMc

Hydrock
Consultants

Over Court Barrs
Over Lane
Almondsbury
Bristol BS32 4DF
TEL: 01454 619 533
FAX: 01454 614 125
E-Mail: bristol@hydrock.com
or visit www.hydrock.com

Client

BOVIS HOMES (SW)

Project

LAND SOUTH WEST OF
TAVISTOCK, WEST DEVON

Title

INDICATIVE LOCATION OF
EMERGENCY VEHICLE
ACCESS OPTIONS

Drawing Status

IN REPORT

Job No.

C12138

Drawn

Checked

Scale at A3

Date

Issue Date

SCJ

RMc

NTS

28/08/13

28/08/13

28/08/13

Drawing No.

12138/SKT08

Revision

A

- 1.26 "Planning Permission" means the Planning Permission granted pursuant to the Application and the expression Planning Permission shall include all approvals granted thereunder
- 1.27 "Relevant Parties" means the parties to a dispute arising from this Deed
- 1.28 "Reserved Matters Approval" means the approval of reserved matters pursuant to the Planning Permission
- 1.29 "Working Day(s)" means any day(s) of the calendar week except a Saturday a Sunday a Bank Holiday or other public holiday

2. INTERPRETATION

- 2.1 The expressions "the Council" "the County Council" "Rentplus Buyer" and "the Owners" shall include their successors in title and assigns
- 2.2 Words importing the masculine gender only shall include all other genders and vice versa
- 2.3 Words importing the singular shall include the plural and vice versa
- 2.4 Words importing persons shall include companies and corporations and vice versa
- 2.5 Where any party consists of two or more persons companies or corporations the Deed expressed to be made by that party and the Obligations contained in this Deed shall be deemed to have been made jointly and severally by the persons named as that party
- 2.6 Save where a contrary intention is expressed a reference herein to a Clause or Schedule shall be deemed to be a reference to a Clause or Schedule of this Deed and reference to a Sub-Clause Paragraph or Part shall be deemed to be a reference to a Sub-Clause or Paragraph or Part of the Clause or Schedule in which such reference appears
- 2.7 Reference to any party having a statutory function referred to in this Deed shall include any successor to that statutory function
- 2.8 Reference to any Act or Statutory Instrument shall include any subsequent amendment or re-enactment of it
- 2.9 Where any Obligation applies to more than one person who has an interest in the Land or that part of the Land to which an Obligation relates, their liabilities shall be joint and several
- 2.10 The Clause and Paragraph headings herein are for ease of reference only and shall not affect the interpretation of this Deed

- 2.11 A reference to writing or written does not include faxes
- 2.12 The Clause headings herein are for ease of reference only and shall not affect the interpretation of this Deed

3. STATUTORY PROVISIONS

- 3.1 This Deed is made pursuant to Section 106 of the Act and all other powers enabling and enactments which may be relevant for the purpose of giving validity hereto or facilitating the enforcement of the Obligations herein contained with the intent to bind the Owners' and the Applicant's interest in the Land and to the intent that the Obligations on the part of the Owners and the Applicant herein contained falling within the provisions of Section 106 of the Act shall be planning obligations for the purposes of Section 106 of the Act and are enforceable by the Council or the County Council as appropriate in accordance therewith but subject as hereinafter provided AND IT IS HEREBY ACKNOWLEDGED BY ALL THE PARTIES that the Obligations contained in this Deed are:
 - 3.1.1 Necessary to make the Development acceptable in planning terms;
 - 3.1.2 Directly related to the Development; and
 - 3.1.3 Fairly and reasonably related in scale and kind to the Developmentin accordance with the requirements of Regulation 122 of the Community Infrastructure Levy Regulations 2010
- 3.2 The Obligations shall not be enforceable against the owners occupiers or tenants of Dwellings and those deriving title from them save in relation to those Obligations contained in Schedule 3 relating to the provision of Affordable Housing (not being Rentplus Homes) which shall (Subject to Paragraph 11 of Schedule 3) continue to be enforceable and in relation to Rentplus Homes which shall as contained in Schedule 8 (subject to Part 2 of Schedule 8) continue to be enforceable
- 3.3 No person shall be liable for breach of an Obligation contained in this Deed after he shall have parted with all interest in the Land or his interest in the part of the Land in respect of which such breach occurs but without prejudice to liability for any subsisting breach of covenants prior to parting with such interest
- 3.4 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
- 3.5 No provisions of this Deed shall be enforceable under the provisions of the Contracts (Rights of Third Parties) Act 1999
- 3.6 This Deed and the Obligations created by it are local land charges and shall be registered as such by the Council

- 3.7 If the Owners fail to settle any account that is properly and duly rendered to the Owners within 15 Working Days of dispatch to the Owners the sum due shall accrue Interest from the date payment is due until the date of actual payment
- 3.8 Other than the covenants set out in Clauses 4.2 and 4.3 below which shall have immediate effect, the Obligations in this Deed are conditional upon:
- 3.8.1 The grant of Planning Permission; and
- 3.8.2 The Commencement of Development
- 3.9 This Deed will terminate if:
- 3.9.1 The Planning Permission is quashed, revoked; or
- 3.9.2 The Planning Permission expires or is withdrawn before Commencement of Development

4. OWNERS' COVENANTS

The Owners covenant with the Council and with the County Council so as to bind each and every part of the Land and their successors in title and assigns as follows:

- 4.1 To fulfil perform observe and comply with the Obligations covenants and restrictions in this Deed and the Schedules hereto
- 4.2 To supply to the Council or the County Council (within 15 Working Days of the Council's or the County Council's written request to do so) such information in writing as the Council or the County Council within its reasonable discretion considers that it requires in order to determine whether the terms and conditions of this Deed are being observed
- 4.3 To pay all financial contributions Index Linked on the date or at the time prescribed in this Deed ("the Due Date") and where payment is made later than 15 Working Days after the Due Date in addition to being Index Linked Interest shall be payable on the outstanding sum from the Due Date to the actual date of payment

5. PHASING OF DEVELOPMENT

- 5.1 There shall be no Commencement of Development until the Council (and the County Council) has approved in writing the Phasing Scheme showing the areas of the phasing of the Development on the Land in detail for Phase 1 including the numbers and size and tenure of the Dwellings and the layout of roads paths play space and other essential infrastructure and in outline for all remaining Phases of the Development
- 5.2 The Phasing Scheme shall include an Illustrative Masterplan in the form of Plan 2 (or as potentially modified with the written agreement of the Council) and shall include a

detailed chronology of the Development and shall have no more than 4 Phases and these shall fall within the areas indicated on Plan 5 with tinted colours

5.3 The first Phase of the Development shall be in the area shown tinted blue on Plan 5 and shall include no less than 150 Dwellings and no more than 250 Dwellings and the Education Land (in whole or part) as detailed in Schedule 1 and the Railway Land West as detailed in Schedule 5 and the Central Meeting Space and the Shop as detailed in Schedule 7

5.4 The Phasing Scheme shall provide for a housing mix in each Phase of the Development which shall provide

- 2.4% of Dwellings to have only 1 bedroom
- 21.6% +/- 10 % of Dwellings to have only 2 bedrooms
- 46% +/- 10% of Dwellings to have only 3 bedrooms
- 30% +/- 10% to have 4 or more bedrooms

unless the Council agree and approve otherwise in writing in advance and the parties amend the Phasing Scheme accordingly

5.5 All Reserved Matters Applications made under the Planning Permission shall conform to the details of the Phasing Scheme

5.6 The Development shall be constructed in accordance with the details and chronological order of the Phasing Scheme and all Reserved Matters Applications made in respect of the Development shall comply with the Phasing Scheme

5.7 Prior to the Commencement of Development of each Phase of the Development as approved in the Phasing Scheme the Owners shall give 15 Working Days' written notice to the Council and the County Council of that Commencement

6. **CHANGE OF OWNERSHIP**

The Owners agree to give the Council and the County Council 15 Working Days' written notice of any change in Ownership of any of their interests in the Land other than transfers of individual Dwellings occurring before all the Obligations under this Deed have been discharged such written 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 Dwelling purchased by reference to a plan of the said change in Ownership

7. **SERVICE OF NOTICES**

7.1 Any notice consent or approval required to be given under this Deed to any party to this Deed shall be in writing and shall be delivered personally or sent by pre-paid first class recorded delivery post to the address of the party aforesaid or such other address for service as shall have been previously notified in writing by the party to the other parties

7.2 Each written notice shall be clearly headed "URGENT NOTICE under S106 Agreement relating to Application 00554/2013 – Callington Road, Tavistock" AND in respect of notices to the Council or the County Council the notice shall also state in the heading "FAO the Legal Department" PROVIDED THAT a written receipt is received in respect of any item delivered personally

7.3 With the exception of Schedule 5 the Council and the County Council both agree and covenant that notwithstanding any other provisions contained in this Deed neither the Council or the County Council will enforce the Obligations contained in this Deed against any Owner of any part of the Land which is not contained in a Phase in which the Development has Commenced

8. APPLICANT'S CONSENT

The Applicant acknowledges and declares that this Deed has been entered into by the Owners with their consent and that the Land (and the Applicant's interest in the Land) shall be bound by the Obligations contained in this Deed

9. APPLICANT'S COVENANTS WITH THE OWNERS

The Applicant indemnifies the Owners against any costs claims demands or proceedings arising from the execution of this Deed

10. APPLICANT'S COVENANTS WITH THE COUNCIL AND THE COUNTY COUNCIL

To pay on the completion of this Deed the Council's and the County Council's reasonable legal fees incurred in the preparation of this Deed

11. OWNERS' / APPLICANT'S COVENANTS WITH THE COUNTY COUNCIL

The Owners and the Applicant indemnify the County Council against any costs claims demands or proceedings or overage payments arising from the use of the County Council's land (including the Railway Corridor) in facilitating this Development

12. COVENANTS BY THE COUNCIL

The Council hereby covenants with the Owners and the Applicant as follows:

12.1 To grant the Planning Permission within 5 Working Days of the date of this Deed

12.2 Not to use suffer or permit the financial contributions paid by the Owners pursuant to this Deed to be used for any purpose other than those specified in this Deed

12.3 In the event that upon the expiration of 5 years after the date on which any of the financial contributions were received by the Council there should be any unexpended balance the Council shall repay the said unexpended balance to the paying party together with Interest within 10 Working Days of receipt of any written request from the Owners to do so

13. COVENANTS BY THE COUNTY COUNCIL

The County Council hereby covenants with the Owner and the Applicant as follows:

- 13.1 Not to use suffer or permit the financial contributions paid to by the Owners pursuant to this Deed to be used for any purpose other than those specified in this Deed
- 13.2 With the exception of the Railway Contribution as defined in Schedule 4 in the event that upon the expiration of 5 years after the date on which the final instalment of any of the financial contributions were received by the County Council there should be any unexpended balance the County Council shall repay the said unexpended balance to the paying party together with any Interest within 30 Working Days of receipt of any written request from the Owners to do so

14. **ACCESS TO THE LAND**

The Owners hereby agree and declare that permission shall be granted to authorised officers of the Council and/or the County Council upon reasonable notice and request and at reasonable times (except in an emergency) to gain access to the Land in order to monitor compliance with the terms of this Deed PROVIDED THAT the Council or the County Council shall promptly make good and repair any damage caused during such surveys and site investigations and shall exercise their rights of access with due care and attention and subject to any reasonable regulations imposed by the Owners or the Applicants

15. **SETTLEMENT OF DISPUTES**

- 15.1 Any dispute arising out of the provisions of this Deed shall be referred to the Expert for the determination of that dispute in accordance with the following provisions PROVIDED THAT the provisions of this Clause shall be without prejudice to the right of any party to seek the resolution of any matter relating to the Deed by the courts and/or in accordance with Section 106(6) of the 1990 Act
- 15.2 The decision of the Expert shall be final and binding upon the Relevant Parties and subject to the following provisions:
 - 15.2.1 The charges and expenses of the Expert shall be borne equally between the Relevant Parties unless the Expert shall otherwise direct
 - 15.2.2 The Expert shall give the Relevant Parties an opportunity to make representations and counter representations to him within stated time limits before making his decision
 - 15.2.3 The Expert shall make his decision within the range of any representations made by the Relevant Parties themselves
 - 15.2.4 Where there is a dispute as to the amount of any financial contribution payable pursuant to this Deed the Owners shall pay its estimate of such contribution to the Council or the County Council at the time specified in this Deed and shall pay any difference between that figure and the amount

determined by the Expert within 20 Working Days of the Expert's decision together with Interest thereon from the date the payment was required until the date it is made

15.2.5 That any findings of the Expert shall not fetter the discretion of the Council or the County Council

16. WARRANTY

The Owners hereby warrant to the Council and the County Council that as at the date of this Deed there are no persons other than the parties to this Deed named above with any interest (legal or equitable) in the Land or in occupation of the Land and that neither they nor the Applicant have leased mortgaged charged or otherwise created any other interest in the Land other than the Second Owners' farm business tenant John Dawe and the Second Owners warrant that the terms of the Farm Business Tenancy Arrangements will not impede the fulfilment of the Obligations in respect of the land edged green on Plan 1

17. WAIVER

No waiver (whether expressed or implied) by the Council or the County Council of any breach or default in performing or observing any of the Obligations in this Deed shall constitute a continuing waiver and no such waiver shall prevent the Council or the County Council from enforcing any of the Obligations or for acting upon any subsequent breach or default

18. JURISDICTION

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

19. EXECUTION IN COUNTERPART

This Deed may be delivered in any number of counterparts each of which when executed and delivered shall constitute a duplicate original but all the counterparts shall together constitute the one agreement

IN WITNESS whereof the Owners and the Applicant and the Council and the County Council have executed this Agreement as a Deed the day and year first before written

EXECUTED as a **DEED** by

affixing the Common Seal of

BOVIS HOMES LIMITED

in the presence of two authorised signatories:

Director

Director/Secretary

**SIGNED AS A DEED by
PETER JOHN LOVERING HOYLE**

in the presence of:

CHRISTOPHER STEPHENS
NASH & CO SOLICITORS LLP
BEAUMONT HOUSE,
BEAUMONT PARK,
PLYMOUTH, PL4 9SD
SOLICITORS

**SIGNED AS A DEED by
JENNIFER JOY HOYLE**

in the presence of:

**SIGNED AS A DEED by
JILLIAN SARAH HILL**

in the presence of:

CHRISTOPHER STEPHENS
NASH & CO SOLICITORS LLP
BEAUMONT HOUSE,
BEAUMONT PARK,
PLYMOUTH, PL4 9SD.
SOLICITOR.

**SIGNED as a DEED by
as the attorney and on behalf of
REX BUSCOMBE
in the presence of:-**

)
)
)
)

**EXECUTED as a DEED by
WEST DEVON BOROUGH COUNCIL**

its seal having been affixed in the
presence of:

)
)



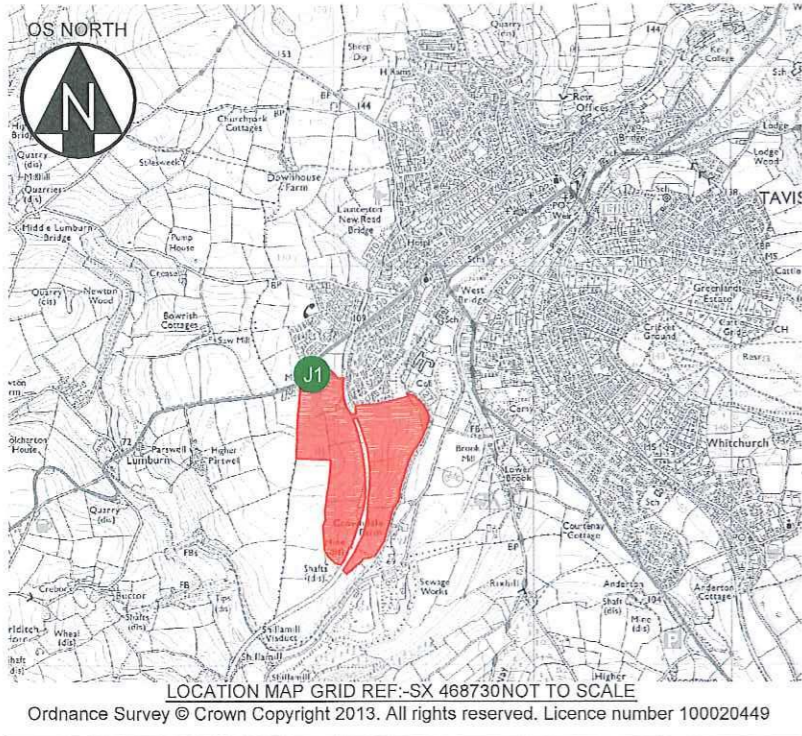
Authorised Signatory

**EXECUTED as a DEED by
DEVON COUNTY COUNCIL** its seal having been affixed in the)

presence of:)



Authorised Signatory



EXISTING SPEED LIMIT TERMINAL SIGNS TO BE REPOSITIONED AS APPROPRIATE

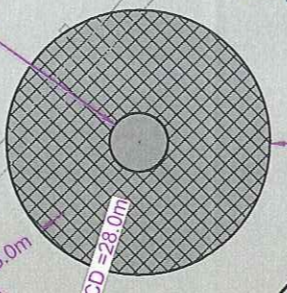
EXISTING PRIVATE ACCESS MAINTAINED

246800 E

73450 N

246800 E

SOLID CENTRAL ISLAND Ø4.0m



OVER-RUN AREA Ø18.0m

4.6m

3.7m

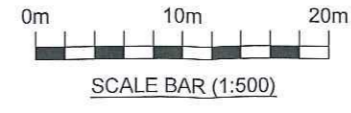
5.0m

4.2m

SITE ACCESS

A390 CALLINGTON ROAD (W)

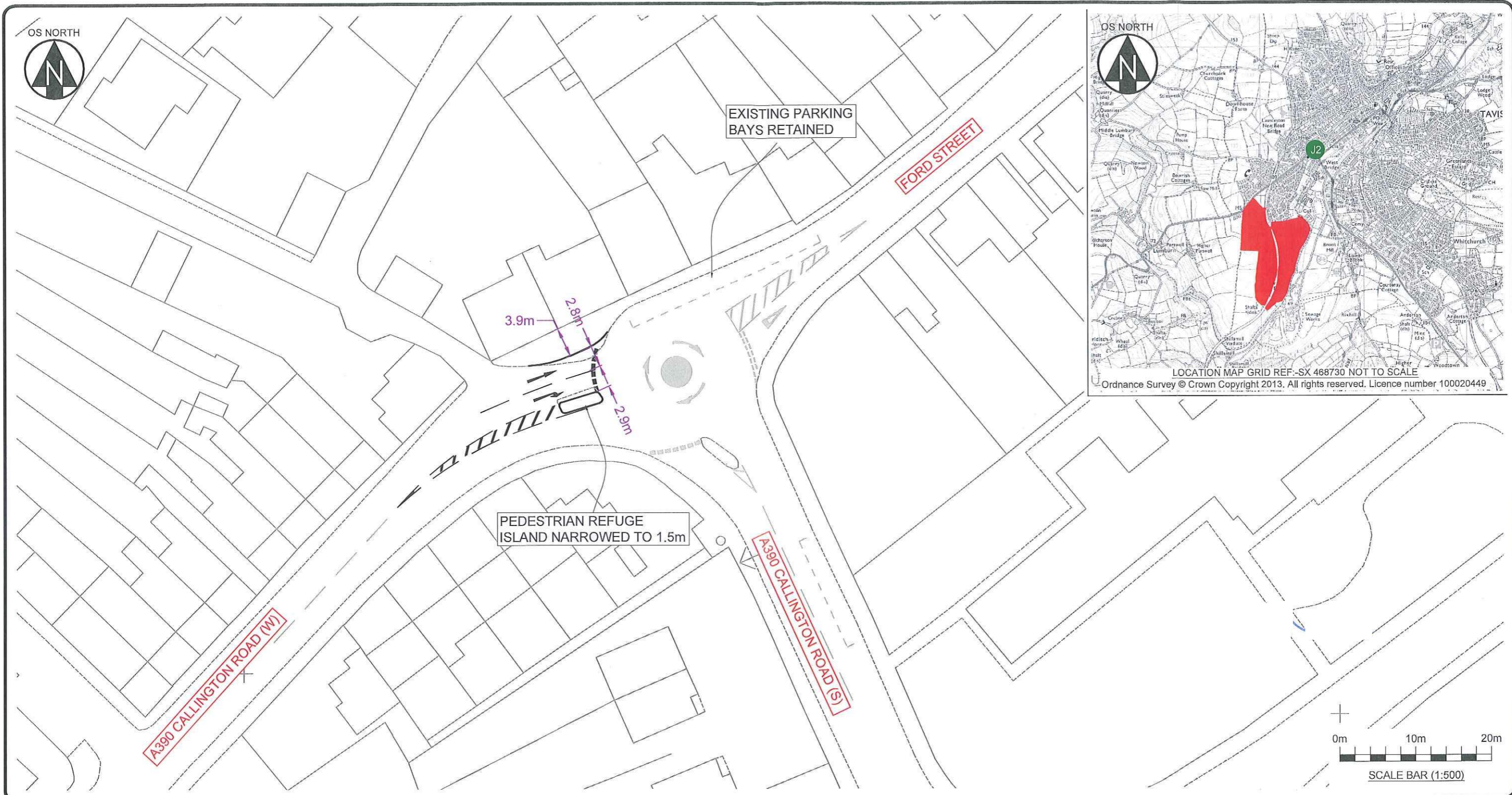
A390 CALLINGTON ROAD (E)



NOTES:
TOPOGRAPHICAL SURVEY TAKEN FROM RPS GROUP. DRAWING NUMBER: JBR2142 - 601-606. DRAWING DATE: 14.11.2012

- KEY
- FORWARD VISIBILITY SPLAY 43m
 - FORWARD VISIBILITY OF CIRCULAR CARRIAGEWAY TAKEN 15m FROM STOP LINE
 - TACTILE PAVING (BUFF)

Rev	Date	Description	By	Ckd
<p>Hydrock Consultants</p> <p>Over Court Barns Over Lane Almondsbury Bristol BS32 4DF TEL: 01454 619 533 FAX: 01454 614 125 E-Mail: bristol@hydrock.com or visit www.hydrock.com</p>				
Client				
BOVIS HOMES SOUTH WEST				
Project				
LAND SOUTH WEST OF TAVISTOCK, WEST DEVON				
Title				
PROPOSED SITE ACCESS GENERAL ARRANGEMENT				
Drawing Status				
FEASIBILITY				
Job No.				
C12138				
Drawn	Checked	Scale at A3	Date	Issue Date
SCJ	RMc	1:500	14/02/13	20/02/13
Drawing No.				Revision
12138/SKT02				-



NOTES:

1. BASED UPON OS DATA

KEY

— EXISTING MARKINGS

→ PROPOSED MARKINGS

Rev	Date	Description	By	Ckd

Rev	Date	Description	By	Ckd

Client

BOVIS HOMES (SW)

Project

LAND SOUTH WEST OF TAVISTOCK, WEST DEVON

Title

FORD STREET MINI-ROUNDABOUT PROPOSED CAPACITY IMPROVEMENTS OPTION A

Hydrock
Consultants

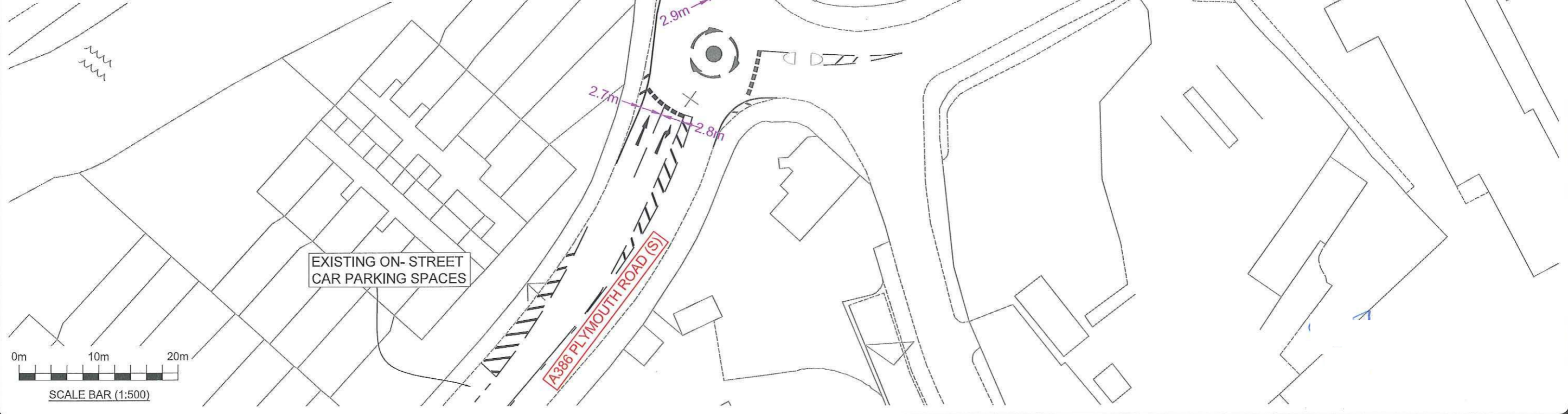
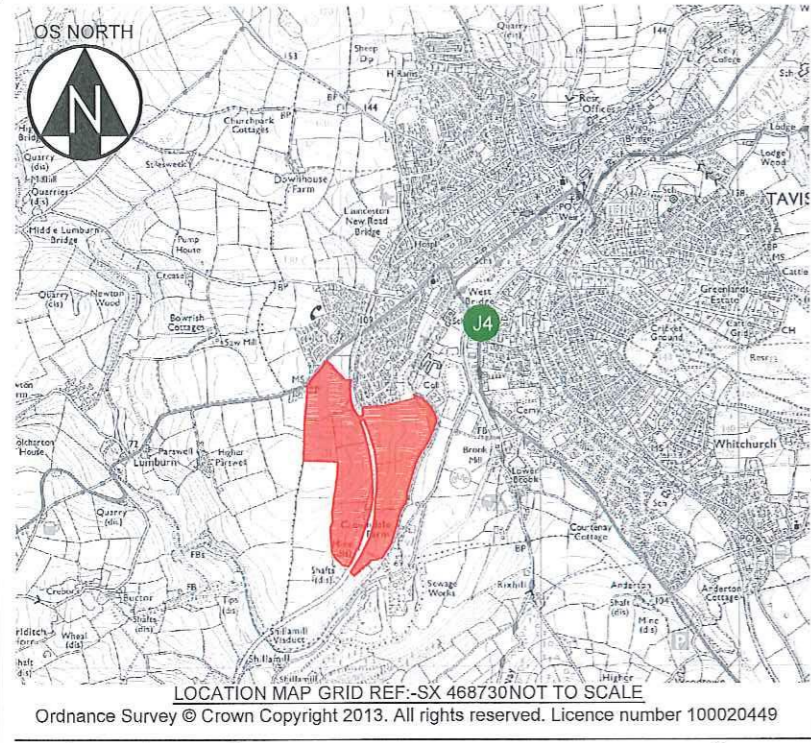
Over Court Barns
Over Lane
Almondsbury
Bristol BS32 4DF
TEL: 01454 619 533
FAX: 01454 614 125
E-Mail: bristol@hydrock.com
or visit www.hydrock.com

Drawing Status **PRELIMINARY**

Job No. **C12138**

Drawn	Checked	Scale at A3	Date	Issue Date
AJT	RMc	1:500	08/02/13	14/02/13

Drawing No. **12138/SKT04** Revision **-**



NOTES:

1. BASED UPON OS DATA

KEY

- EXISTING MARKINGS
- PROPOSED MARKINGS

Rev	Date	Description	By	Ckd

Client	BOVIS HOMES (SW)
Project	LAND SOUTH WEST OF TAVISTOCK, WEST DEVON
Title	PIXON LANE MINI-ROUNDAABOUT PROPOSED CAPACITY IMPROVEMENTS

Hydrock Consultants

Over Court Barns
Over Lane
Almondsbury
Bristol BS32 4DF
TEL: 01454 619 533
FAX: 01454 614 125
E-Mail: bristol@hydrock.com
or visit www.hydrock.com

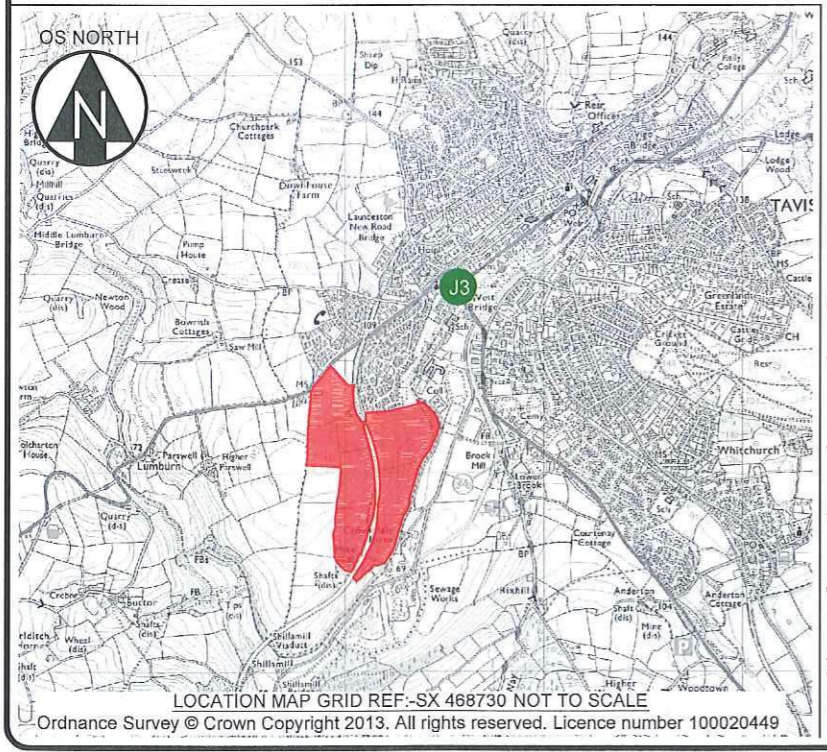
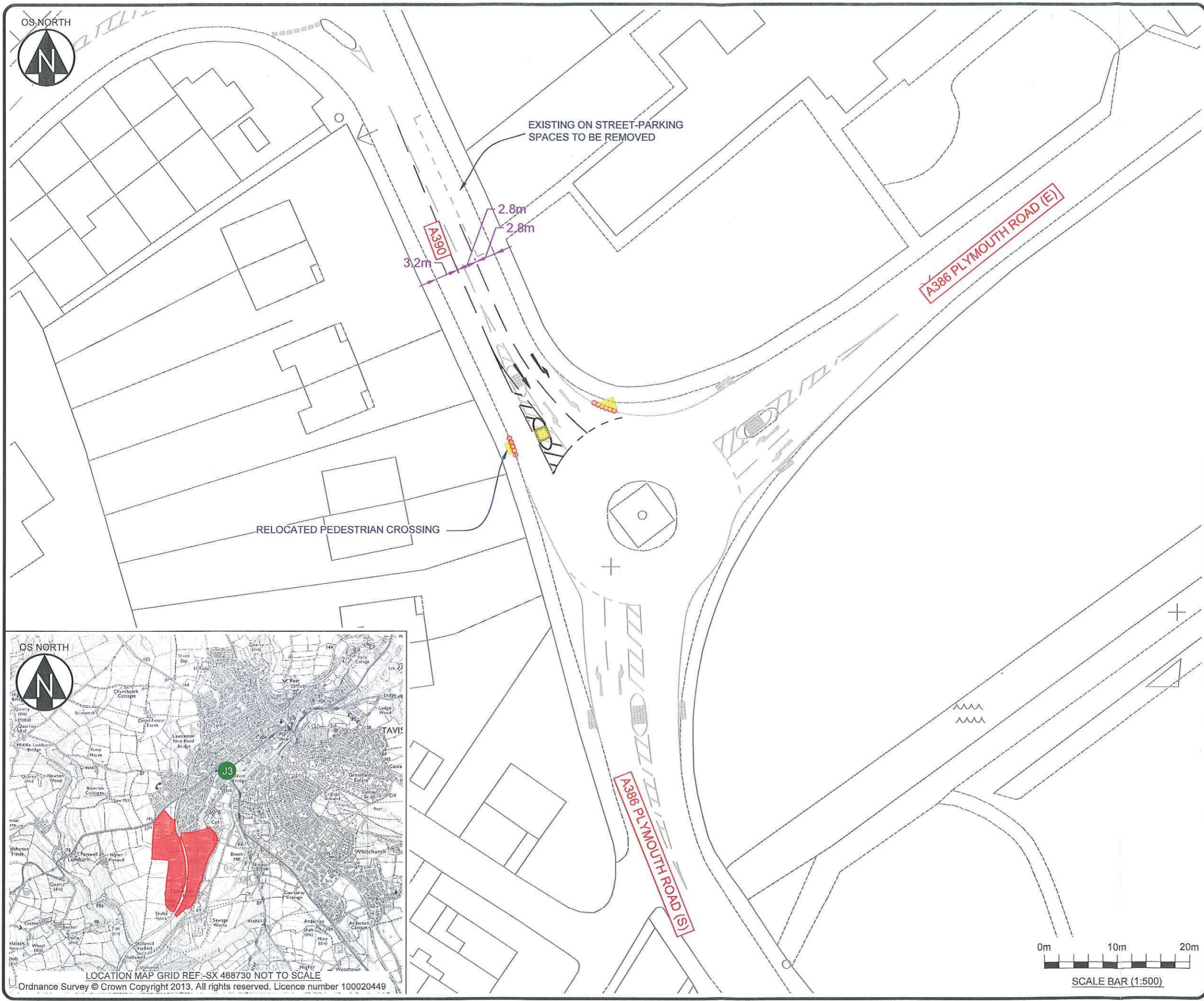
Drawing Status: PRELIMINARY

Job No. C12138

Drawn	Checked	Scale at A3	Date	Issue Date
AJT	RMc	1:500	08/02/13	14/02/13

Drawing No. 12138/SKT03

Revision -



- NOTES:**
1. BASED UPON OS DATA
- KEY**
- EXISTING MARKINGS
 - PROPOSED MARKINGS
 - PROPOSED DROPPED KERBS
 - PROPOSED TACTILE PAVING

Rev	Date	Description	By	Ckd

Hydrock
Consultants

Over Court Barns
Over Lane
Almondsbury
Bristol BS32 4DF
TEL: 01454 619 533
FAX: 01454 614 125
E-Mail: bristol@hydrock.com
or visit www.hydrock.com

Client

BOVIS HOMES (SW)

Project

LAND SOUTH WEST OF TAVISTOCK, WEST DEVON

Title

DRAKE'S STATUE ROUNDABOUT PROPOSED CAPACITY IMPROVEMENTS

Drawing Status

PRELIMINARY

Job No. **C12138**

Drawn	Checked	Scale at A3	Date	Issue Date
AJT	RMc	1:500	08/02/13	27/02/13

Drawing No. **12138/SKT06**

Revision **-**



SCHEDULE 1

Education Contribution and School Site

In this Deed and this Schedule the following expressions shall apply IN ADDITION to the expressions contained in Clause 1;

"Balance of the Number of Dwellings" means the number of Dwellings to be constructed on the Land in excess of 400

"Balance of the Education Contribution" shall be calculated in accordance with the following formula:
 $V - W = \text{Balance of the Number of Dwellings with 2 or more bedrooms}$
and

"Balance of the Number of Dwellings with 2 or more bedrooms" Balance of Dwellings x £3,332 = Balance of the Education Contribution

where

V is the proposed total number of Dwellings with 2 or more bedrooms to be constructed on the Development pursuant to a Reserved Matters Approval and notified at the Occupation of the 400th Dwelling

and

W is the total number of 2 bedroomed Dwellings in respect of which the Initial Education Contribution was payable and for the avoidance of doubt including the first 332 Dwellings with 2 or more bedrooms

"Education Land" means an area of the Land comprising 1.2 hectares in the location shown edged red on Plan 4 or such other location as may be agreed in advance in writing between the Owners and the Council and the County Council

"Education Land Transfer" means a transfer substantially in the form of the transfer set out in Appendix 2

"Education Notification Date" means the anticipated date when the 200th Dwelling is Occupied

"Education Transfer Date" means the earlier of:

expiry of a 10 year period following the Education Notification Date

or

the date upon which 95% of the Dwellings are Occupied

"Initial Education Contribution" means a contribution towards a new primary school facility in Tavistock calculated in respect of the first 400 Dwellings to be Occupied on the basis of £3,332.00 per Dwelling with 2 or more bedrooms Index-linked to be paid to the County Council BUT FOR THE AVOIDANCE OF DOUBT the contribution shall not be payable in relation to the first 332 Dwellings with 2 or more bedrooms

"Services" means the provision of electricity, gas, water, surface water and sewerage drains, telecommunication cabling, computer cabling and vehicular and pedestrian access as agreed with the County Council in writing and the expression 'Service' shall be construed accordingly

1. The Owners covenants to pay the County Council the Initial Education Contribution prior to the Occupation of the 400th Dwelling
2. The Owners covenant to pay the County Council the Balance of the Education Contribution in the following instalments:
 - 2.1 50% of the Balance of the Education Contribution prior to the Occupation of 10% of the Balance of the Number of Dwellings; and
 - 2.2 50% of the Balance of the Education Contribution prior to the Occupation of 50% of the Balance of the Number of Dwellings
3. Prior to the Occupation of the 400th Dwelling the Owners shall confirm to the County Council the Balance of the Number of Dwellings in writing

4. The Owners covenant with the County Council as follows:
 - 4.1 Not to Occupy 10% of the Balance of the Number of Dwellings until the payment due under Paragraph 2.1 above of this Schedule has been paid; and
 - 4.2 Not to Occupy 50% of the Balance of the Number of Dwellings or permit to be Occupied until the payment due under Paragraph 2.2 above this Schedule has been paid
5. The Owners hereby covenant to notify the Council and the County Council in advance and in writing of the date which comprises the Education Notification Date
6. The Owners covenant ^{to set aside} the Education Land which shall not be subject of any reserved matters applications and shall not use or permit the Education Land to be used for any purpose which would prevent or inhibit its use for a primary school
7. The Owners shall maintain the Education Land in a clean and tidy condition unless and until the County Council requires it to be transferred to the County Council
8. Prior to the Education Notification Date the Owners covenant to lay the Services to the boundary of the Education Land
9. If by the Education Transfer Date the County Council serve written notice on the Owners (and the Council for information) that it requires the freehold interest in the Education Land free from any encumbrances to be transferred to it for £1.00 for a primary school the Owners shall within 20 Working Days transfer the Education Land to the County Council upon substantially the same terms as the Education Land Transfer
10. If no written notice is served on the Owners as required by Paragraph 9 of this Schedule the Education Land shall be free of any restriction contained in this Schedule provided that written notice has been received by the Council and the County Council under Paragraph 5 of this Schedule AND FOR THE AVOIDANCE OF DOUBT the Owners shall subsequently be free to seek planning permission for such development on the Education Land as they see fit
11. From the date of Commencement of Development (or earlier by agreement) the Owners will permit the County Council access to the Education Land to undertake such surveys and site investigations required by the Council upon two weeks' notice to the Owners PROVIDED THAT the County Council shall make good and repair any damage caused during such surveys and site investigations AND FURTHER PROVIDED THAT the surveys and site investigations shall not interfere with the use of the Education Land at that time



SCHEDULE 2

Public Open and Recreational Space

In this Deed and in this Schedule the following expressions shall apply IN ADDITION to the expressions contained in Clause 1;

- “Destination Play Facilities”** means facilities that include but are not restricted to play area equipment, skate park, youth shelters, BMX track, green gym equipment in the Tavistock Meadows area and within 1km of the boundary of the Development and are aimed at attracting family and similar groups for longer visits
- “Informal Amenity Land”** means part of the Land comprising a minimum of 1.035ha which shall be laid out as informal recreation space for public use
- “Green Infrastructure Plan Assignee”** means a Management Company limited by guarantee or a Community Interest Company or organisation of a similar format or public body designed for community benefit and approved in writing by the Council
- “Playing Pitches Contribution”** means a sum of £1,340 per Dwelling towards off-site sports provision including (but not restricted to) playing pitches, courts and changing facilities within a distance of 5km of the Development and within the parish of Tavistock and at the site of the Tavistock Cricket Club
- “LEAP”** means part of the Land comprising a minimum of 0.645 hectares which shall comprise a Local Equipped Area for Play including a minimum of 5 pieces of play equipment designed to be suitable for children of early school age.
- “Green Infrastructure Plan”** means a detailed written scheme (including a plan) setting out the management and maintenance of public open space and green infrastructure including the Informal Amenity Land and the LEAP/NEAP to be provided within the Land and to be managed for biodiversity, ecology, landscape, informal

recreation and community purposes AND FOR THE AVOIDANCE OF DOUBT the approved Green Infrastructure Plan shall include all existing boundary hedgerows and trees.

"NEAP"

means part of the Land comprising a minimum of 0.645 hectares comprising a LEAP upgraded to a Neighbourhood Area for Play by including a minimum of 8 additional pieces of play equipment designed to be suitable for children up to 14 years of age or as otherwise agreed.

'Off-Site Play Contribution'

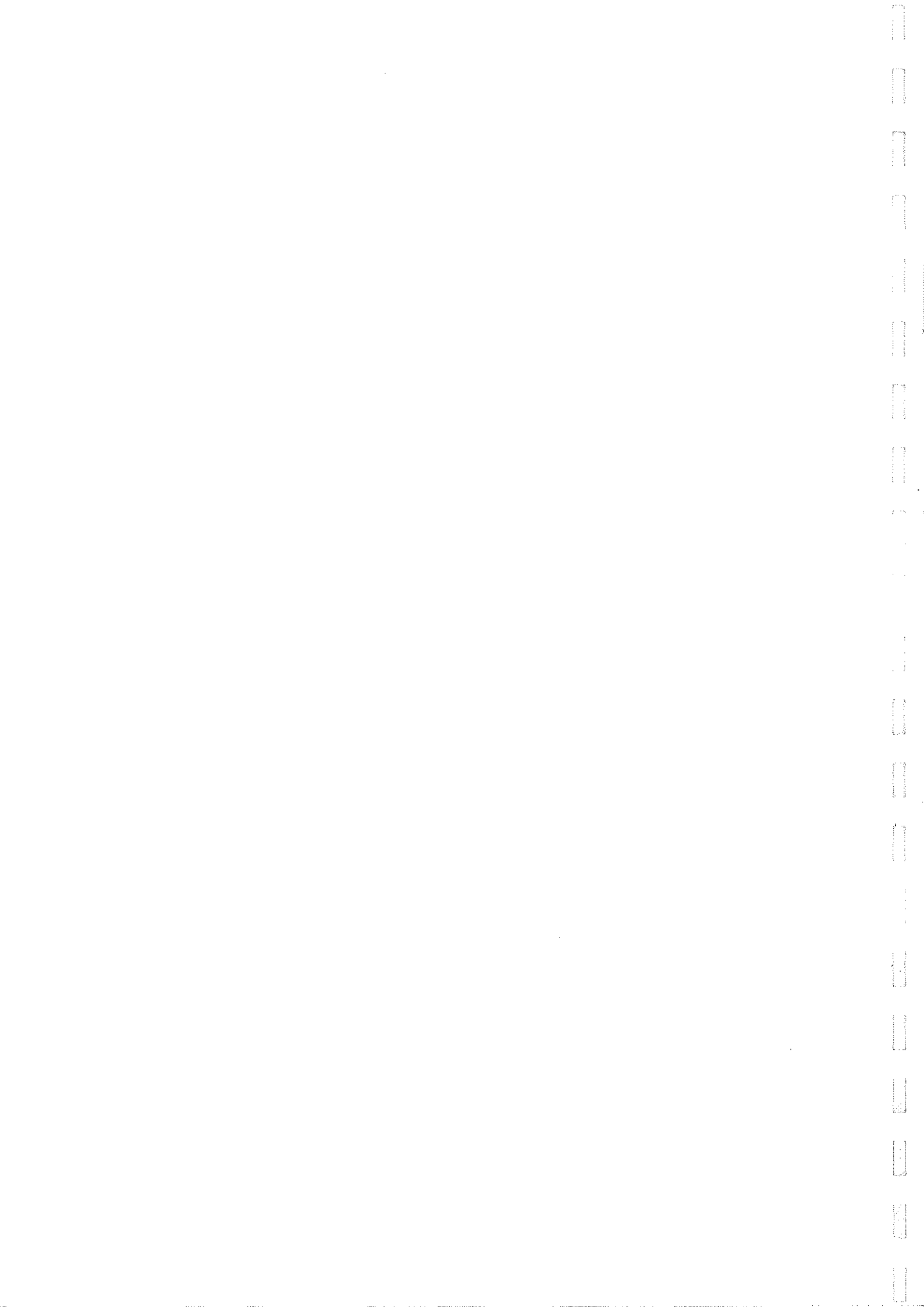
means a sum of up to £137,750 (based upon 750 Dwellings) and calculated as £183.67 per Dwelling) for enhancements and maintenance of the Destination Play Facilities

1. The Owners shall not cause or permit the Commencement of Development of any Phase until the Council has approved in writing the Green Infrastructure Plan in detail for that Phase of the Development
2. The Owners shall not do anything or permit any user or development within the Land ~~without the written consent of the Council (such consent not to be unreasonably withheld or delayed)~~ which could constitute a danger to members of the public or could interfere with the legitimate use of paths, cycleways, parks, open space, or play areas within the Land once completed
3. A LEAP or a NEAP (at the Owner's written election to the Council) shall be provided before the Occupation of the 50th Dwelling in Phase One
4. The Owners shall upgrade the LEAP to an NEAP before the Occupation of the first Dwelling in the third Phase of Development or if different at the time stated in the Phasing Scheme (if a NEAP is not provided at Phase 1)
5. The Off –Site Play Contribution shall be paid on the date of Occupation of the first Dwelling to be occupied in each Phase of the Development or if smaller the part of the Land comprised in each Reserved Matters Approval and each payment shall be calculated by multiplying £183.67 by the number of Dwellings approved in each Phase of the Development or as applicable in each Reserved Matters Approval.
6. The Owners shall pay the Playing Pitches Contribution to the Council in the following manner:
 - 6.1 £335,000 prior to Occupation of the 250th Dwelling
 - 6.2 Thereafter payments shall be paid on the date of Occupation of the first Dwelling to be Occupied in each Phase or if smaller the part of the Land comprised in each Reserved Matters Approval and the payment shall be calculated by multiplying £1,340.00 by the number of Dwellings approved for in each Phase or as applicable each Reserved Matters Approval

7. The Owners shall not transfer any of the Land referred to in the Green Infrastructure Plan to any person or corporate body other than:
 - 7.1.1 A Green Infrastructure Plan Assignee
 - 7.1.2 In respect of those parts of the Land to be allocated for allotments or community gardens or sports grounds or wild biodiversity areas, to a charity or a local parish council or sports club or similar body approved by the Council in advance in writing for the specified land and specified purpose and specified tenure.

8. Where the Owner elects to transfer the responsibility for the management and maintenance of the whole or any part of the Land to a Green Infrastructure Assignee it shall submit to the Council full written details of the Green Infrastructure Plan Assignee for the written approval of the Council and the Council shall not refuse approval where the Green Infrastructure Plan Assignee is shown to have the resources to effect the management and maintenance and;
 - (a) Is legally obliged to maintain the land to be transferred to the standards specified in this Schedule
 - (b) All the owners or tenants or lessees of individual Dwellings shall be entitled to be a member
 - (c) Is financed with funds and has appropriate insurance to meet its responsibilities and obligations under this Deed
 - (d) Is non-profit making and any money and funds held after payment of professional fees and maintenance costs are held for the benefit of its members
 - (e) Is run by the members
 - (f) Is entitled to charge the members annually or more frequently a service charge which is calculated to cover the administrative professional and maintenance costs of the Green Infrastructure Plan Assignee as respects the land being managed and maintained

- 9 The Owners shall notify the Council in writing of any transfer of the whole or part of the Land affected by or included within the Green Infrastructure Plan or an interest in the same within 10 Working Days of such transfer and the written notice shall state the date of the transfer and the land and interest and tenure of the transfer and the details of the person or body to whom the transfer was made



SCHEDULE 3

Affordable Housing

In this Deed and in this Schedule the following expressions shall apply **IN ADDITION** to the definitions and expressions contained in Clause 1 and in relation to the Rentplus Homes **IN ADDITION** to the definitions and expressions contained in Schedule 8;;

"Additional Affordable Housing Contribution"	means a contribution calculated at 50% of any sum over the Developer's Profit
"Advertising"	means the advertising for disposal or rent of any interest in an Affordable Dwelling on the Council's website in Council marketing media and on the website of Help to Buy and/or Devon Home Choice or any other similar organisation promoting Intermediate Housing
"Affordable Dwelling"	means a Dwelling (whether under construction or completed) which is intended to be or is let or sold as Intermediate Housing let as an Affordable Rented Home or rented as a Rentplus Home or sold as a Shared Ownership Home or other affordable home ownership dwelling to Qualifying Persons in Housing Need and the "Affordable Dwellings" shall be construed accordingly
"Affordable Housing"	means housing which is available to persons who have a Housing Need or are on a low income insufficient to meet their Housing Need in the open market either to rent or purchase
"Affordable Housing Provider"	means a body whose function or aim is to provide and manage Affordable Housing (including Affordable Housing of the type and amount proposed within the Development) including a housing association or associations or housing company or companies or a trust or trusts registered as a registered social landlord (pursuant to the Housing Act 1996) with the Homes and Communities Agency
"Affordable Housing Scheme"	<p>means a scheme for the provision of the Affordable Dwellings to Qualifying Persons in Housing Need which shall include (unless otherwise agreed in writing with the Council):</p> <ul style="list-style-type: none"> ▪ Arrangements for the provision of at least 17% Affordable Dwellings in each Phase of development as described in the Phasing Scheme with all Affordable Dwellings built prior to

	<p>completion of 90% of the Dwellings</p> <ul style="list-style-type: none"> ▪ Location, plot, size and number of bedrooms of the Affordable Dwellings ▪ The tenure of the Affordable Dwellings which shall be <ul style="list-style-type: none"> ▪ 34% Affordable Rented Homes comprising of: 18 x 1 bed 2 person flats @ 47m2 6 x 2 bed 3 person flats @ 61m2 11 x 2 bed 4 person houses @ 80m2 8 x 3 bed 5 person houses @ 90m2 ▪ 34% Shared Ownership Homes comprising of: 29 x 2 bed 4 person houses @ 80m2 14 x 3 bed 5 person houses @ 90m2 ▪ 32% Rentplus Homes comprising of: 12 x 2 bed 3 person flats @ 61m2 20 x 2 bed 4 person houses @ 80m2 10 x 3 bed 5 person houses @ 90m2 <p>unless otherwise agreed with the Council</p> ▪ For the purposes of this Schedule the numbers of bedrooms per Affordable Dwelling in each Phase shall be provided in the ratio of: <ul style="list-style-type: none"> ▪ 14% one-bedroom dwelling and ▪ 61% two-bedroom dwellings and ▪ 25% three-bedroom dwellings <p>unless otherwise agreed in writing with the Council</p> ▪ The name of the Affordable Housing Provider(s) (if appropriate)
--	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

	<ul style="list-style-type: none"> ▪ Details of the price or rent of the Affordable Dwellings ▪ Arrangements for the transfer of the Affordable Dwellings ▪ Details of the design and quality standards to be applied to the Affordable Dwellings
"Affordable Rent"	means a rent which is at or below 80% local market rent (including service charge) which rent shall not exceed the Local Housing Allowance Rates applicable when the unit is first let and on subsequent lettings which in respect of the Rentplus Homes as commence at the beginning of a Five Year Period (as defined in Schedule 8)
"Affordable Rented Home"	means an Affordable Dwelling let by an Affordable Housing Provider pursuant to prevailing guidance from the Department for Communities and Local Government and/or the Homes and Communities Agency at a rent (including any Service Charge) not to exceed an Affordable Rent

<p>NASH 2 CO 19.10.2015</p>	<p>"Area Local Connection"</p> <p>means a connection with Tavistock or the Borough (as appropriate) and demonstrated by a person or a member of their Household to the reasonable satisfaction of the Council as follows:</p> <ul style="list-style-type: none"> • The person has lived in the ^{Borough} parish/town for 3 out of the 5 years preceding the allocation • The person has immediately prior to the allocation lived in the ^{Borough} parish/town for 6 out of 12 months preceding the allocation • Immediate family have lived in the ^{Borough} parish/town themselves for 5 years preceding the allocation. For the avoidance of doubt The Local Government Association guidelines define immediate family as parents, siblings and non-dependent children • The person has permanent employment in the ^{Borough} parish/town with a minimum contract of 16 hours per week which has been continued for the 6 months preceding the allocation without a break in employment of more than 3 months such employment to include self-employment such employment not to include employment of a casual nature • Any periods of ordinary residence of the person in the ^{Borough} parish/town.
"Chargee"	means any mortgagee or chargee of the Affordable Dwellings (or any Affordable Dwelling or any part thereof as may be affected) (hereinafter referred to as "the Affordable Dwelling(s)" (or any receiver (including

	any administrator appointed under the Law of Property Act 1925 or administrative receiver) or other person appointed under any security documentation to enable such mortgagee or charge to realise its security (each hereinafter referred to as a "Receiver")
"Chargee's Duty"	means the tasks and duties set out in Paragraph 16 of this Schedule
"Developer's Profit"	means a developer's profit of not less than 20% of the Gross Development Value taking account of all receipts
"Exempt Person"	<p>means any person who:</p> <ul style="list-style-type: none"> • has exercised the right to acquire pursuant to the Housing Act 1996 or any statutory provision for the time being in force (or any equivalent contractual right) in respect of a particular Affordable Dwelling or • has exercised any statutory right to buy (or any equivalent contractual right) in respect of a particular Affordable Dwelling or • has been granted a Shared Ownership Lease by an Affordable Housing Provider in respect of a particular Affordable Dwelling and the person has subsequently purchased one hundred percent (100%) of the equity in the said Affordable Dwelling on final staircasing <p>and in each case such person successors in title and assigns</p>
"Existing Viability Appraisal"	means the viability appraisal annexed to this Agreement at Appendix 3
"Gross Development Value"	means the gross development value of the Development as assessed by the Applicant using a Red Book Valuation
"Homes and Communities Agency"	means the body of that name or the body for the time being having or being responsible for providing financial assistance to bodies including Affordable Housing Providers under the Housing and Regeneration Act 2008
"Household"	means anyone who may reasonably be expected to reside with the Qualifying Person
"Housing Need"	means being homeless or threatened with homelessness or living in accommodation which in the opinion of the Council is insecure or

	<p>unsuitable and/or being unable to purchase or rent reasonably suitable accommodation in the open market for property in the locality where the Affordable Dwelling is situated taking into account the person's income and capital and other financial circumstances. Accommodation may be unsuitable on the grounds of cost overcrowding unfitness lack of basic amenities or because of a person's infirmity physical or mental disability or specific social or care needs</p>
"Housing Standards"	<p>means homes built to the standards relating to but not limited to space, design, quality and sustainability approved in writing by the Council (such approval not to be unreasonably withheld or delayed) and for schemes provided with subsidy to the Homes and Communities Agency's "Design and Quality Standards" in force at the Commencement of Development including the need to achieve:</p> <ul style="list-style-type: none"> ▪ The minimum Housing Quality Indicator (HQI) scores specified by the Homes and Communities Agency for the relevant tenure ▪ A minimum specified score against the Building for Life criteria
"Intermediate Housing"	<p>shall have the same definition as that contained within Annex 2 of the National Planning Policy Framework published in March 2012</p>

"Letting Notice"	<p>means a written notice which contains details of the property to be let and which shall include (unless otherwise agreed in writing with the Council):</p> <ul style="list-style-type: none"> • Charges • Any age or other the name and address of the landlord • Address of the property • Weekly or monthly rent • Amount and breakdown of any service charge per week month or annum • Details of any additional occupancy restrictions • Property type • Property size • Heating type • Details of mains services in the property • Availability of parking space/garage • Any disabled adaptations
-------------------------	------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

	<ul style="list-style-type: none"> • Provision of any support services <p>and which is delivered to the Council, addressed and marked for the urgent attention of the Head of Housing Services</p>
"Open Market Value"	means the price which the freehold interest in an Affordable Dwelling affected would be expected to achieve if sold on the open market by a willing vendor and disregarding the obligations and restrictions contained in this Deed
"Qualifying Person(s)"	means person(s) who (unless otherwise agreed in writing with the Council) has/have an Area Local Connection as per the adopted Allocations Policy PROVIDED THAT the Council reserves the right not to allow the sale or letting of an Affordable Dwelling to a Qualifying Person should the sale or letting result in an under occupancy of the Affordable Dwelling by more than 1 bedroom OR result in a Dwelling which has been constructed or adapted to meet the needs of a disabled person being occupied by persons without disabilities unless no appropriate Qualifying Person becomes available within 2 months of Advertising the Affordable Dwelling.
"Red Book Valuation"	means a valuation undertaken pursuant to the guidance contained in the latest version of the Valuation Standards published the Royal Institution of Chartered Surveyors at the date of the valuation
"Rentplus Buyer"	means a Subsidiary Rentplus Company (or such other company or body to which the Council has given its prior written approval) PROVIDED THAT the Rentplus Buyer will either, (a) have entered into Rentplus Leases, or (b) will be legally bound to enter into Rentplus Leases, or (c) have taken a transfer of the Affordable Rentplus Dwellings subject to the Rentplus Leases and Rentplus Buyer includes a reference to the person entitled for the time being to the immediate reversion of the Lease or Leases;
"Rentplus Homes"	means each of the Affordable Dwellings to be managed, occupied and sold in accordance with the approved Rentplus Scheme
"Rentplus Scheme"	means a detailed scheme setting out the way in which the Rentplus Homes shall be allocated, occupied, managed and eventually sold by the Affordable Housing Provider as is described and set out in Schedule 8
"Rentplus – UK"	means Rentplus-UK Limited a private limited company registered in

		England and Wales with company number 08551599 whose registered office is at Floor 2 Studio 5-11, 5 Millbay Road Plymouth Devon PL1 3LF being the entity which has developed the Rentplus Scheme for Affordable Housing as described in Schedule 8 of this Agreement
"Sale Agreement"		means an agreement for the sale and purchase (or agreement for long leases as the case may be) of the Rentplus Homes) together with any parking spaces to be entered into by a Rentplus Buyer completion of which Sale Agreement is to be on or within 30 Working Days of Practical Completion of the Rentplus Homes;
"Service Charge"		means a sum that covers the contributions required from time to time for those services and facilities which are of a nature and to a standard reasonably required in connection with the Affordable Dwelling such as maintaining repairing and keeping secure the relevant Affordable Dwelling and its common parts the cleaning and lighting of common parts and the maintenance of any communal gardens or landscaping areas that directly benefit the Affordable Dwelling"
"Shared Ownership Homes"		means Affordable Dwellings which are owned and managed by or in partnership with an Affordable Housing Provider and sold subject to a Shared Ownership Lease and a "Shared Ownership Home" shall mean any of the said Affordable Dwellings
"Shared Ownership Lease"		means a lease substantially in the form approved or published by the Homes and Communities Agency whereby the tenant having paid a premium calculated by reference to a maximum of 75% of the Open Market Value of the particular unit pays a rent in respect of the remaining equity held by the landlord plus (if appropriate) a Service Charge and whereby the tenant (after a period of 12 months has expired from the date of entering into the lease) may in successive tranches purchase a proportion of the remaining equity held by the landlord PROVIDED THAT such rent per annum shall: <ul style="list-style-type: none"> ▪ Initially be at a level not exceeding 2.75% of the full Open Market Value of the Affordable Housing Provider's retained share of the relevant Affordable Dwelling and ▪ Not be at a level which is in conflict with any applicable Homes and Communities Agency restrictions relating to charges payable by the tenant
"Subsidiary Company"	Rentplus	means a subsidiary company of Rentplus-UK as defined in Section 1159 of the Companies Act 2006

"Viable"	means commercially viable as assessed in accordance with Schedule 2 and commensurate phrases including "Viability" and "Viably" and "Unviable" shall be construed accordingly
"New Viability Appraisal"	means an assessment by the Owners (at their sole expense) to determine the number of Affordable Dwellings that could be Viably delivered within the Development using the principles contained within the Existing Viability Appraisal or such other model as may agreed in writing between all the parties which appraisal shall take into account all actual costs and revenues of the Development to the date of the appraisal and all projected costs and revenues of the Development (projected to completion) whilst providing for the Developer's Profit

COVENANTS

The Owners covenant as follows:

1. Not to permit or otherwise allow the Commencement of Development until the Affordable Housing Scheme including the location of those Affordable Dwellings to be delivered under the Rentplus Scheme has been submitted to and approved by the Council in writing (such approval not to be unreasonably withheld or delayed by the Council) and thereafter to comply with the terms of such approved Affordable Housing Scheme and the Rentplus Scheme PROVIDED THAT the Affordable Housing Scheme may reserve details of plots and design of the Affordable Dwellings to be provided in the second and subsequent Phases of the Development and FURTHER PROVIDED THAT the number of Affordable Dwellings may be provided in percentages
2. To provide the Affordable Dwellings in accordance with the Affordable Housing Scheme and the Rentplus Scheme
3. All Affordable Dwellings shall be sold or let to Qualifying Persons PROVIDED THAT the Council reserves the right not to allow the sale or letting of an Affordable Dwelling to a Qualifying Person should the sale or letting result in an under occupancy of the Affordable Dwelling by more than 1 bedroom OR result in a Dwelling which has been constructed or adapted to meet the needs of a disabled person being occupied by persons without disabilities unless no appropriate Qualifying Person becomes available within 2 months of Advertising the Affordable Dwelling
4. The Affordable Dwellings shall be built to the Housing Standards
5. The Affordable Dwellings shall not be built in groups or clusters greater than 12 in number without the written consent of the Council
6. To serve upon the Council a Letting Notice each time an Affordable Rented Home becomes available for letting

7. The external materials colour of the Affordable Dwellings shall be the same as and the elevations shall be compatible with the Market Dwellings
8. Within 6 months of the Commencement of Development, to either (a) exchange a contract for the transfer of the land upon which the Rentplus Homes are to be constructed, or are under construction with a Rentplus Buyer (provided a Rentplus Buyer has also entered into a build or development agreement for the completion of the construction of the Rentplus Homes), or (b) exchange a Sale Agreement with a Rentplus Buyer;
9. Subject to the other provisions of this Deed not to cause or permit the Affordable Dwellings to be used or occupied otherwise than as Affordable Housing unless otherwise agreed by the Council in writing in accordance with the approved Affordable Housing Scheme and the Rentplus Scheme to persons in need with an Area Local Connection and to ensure that the Affordable Housing (save for the Rentplus Home) remain used as such in perpetuity so far as this is legally possible.
10. Subject to the other provisions of this Deed not to cause or permit those Affordable Dwellings that are Rentplus Homes to be used or occupied otherwise than as described in the Rentplus Scheme unless otherwise agreed by the Council in writing.

EXEMPTIONS

11. This Schedule 3 and Schedule 8 of this Deed shall not be binding on:
 - 11.1 An Exempt Person or any mortgagee of an Exempt Person or any person deriving title from the Exempt Person;
 - 11.2 Any Chargee or Receiver provided that the Chargee shall have first complied with the Chargee's Duty;
 - 11.3 Any purchaser from the Chargee subject to the Chargee having complied with the Chargee's Duty; and
 - 11.4 Any purchaser purchasing a Rentplus Home in accordance with the provisions of Schedule 8
12. Only the obligations contained in the this Schedule 3 to this Deed shall apply to or be enforceable against any Affordable Housing Provider or its tenants or any mortgagees or Chargee with a legal interest in the Affordable Dwellings or any person deriving title from any of them PROVIDED THAT if the Affordable Housing Provider disposes of its leasehold including the Affordable Dwellings (other than disposal of individual Affordable Dwellings to sole or joint occupiers) by way of a lease to and leaseback from a financial provider the financial provider shall not be bound by the terms of this Deed
13. No Affordable Housing Provider (which for the avoidance of doubt includes an Affordable Housing Provider's Chargee (including any administrative receiver appointed by such mortgagee or chargee pursuant to the Law of Property Act 1925 or otherwise) shall be bound by the terms of this Deed except for this Schedule which contains provisions regarding Affordable Housing and the Council and the County Council hereby confirm that they will not

enforce any of the terms of the Deed except this Schedule against any Affordable Housing Provider or its Chargee

14. No Rentplus Buyer (which for the avoidance of doubt includes a Rentplus Buyer's Chargee and or Receiver or administrator shall be bound by the terms of this Deed except for Schedule 8 of this Deed which contains provisions regarding the operation of the Rentplus Scheme and the Council and the County Council hereby confirm that they will not enforce any of the terms of the Deed except Schedule 8 against any Rentplus Buyer or its Chargee or its Receiver save in respect of the Chargee's Duty

15. Subject to the Buyer giving no less than 7 Working Days' written notice to the Council of the proposed date of the sale of a, or any, Rentplus Home pursuant to Schedule 8 of this Deed and the Rentplus Scheme the Council shall within 14 Working Days s of the receipt of the said written notice provide a written confirmation to the Rentplus Buyer that the provisions of Clause ~~10.4~~ applies.

NASH & CO
19/10/2015

10. **THE CHARGEES DUTY**

The Chargee shall prior to seeking to dispose of the Affordable Dwellings pursuant to any default under the terms of its mortgage or charge shall give prior written notice to the Council of its intention to dispose; and

16.1 In the event that the Council responds within 1 month from the receipt of the written notice in Paragraph 16 of this Schedule indicating that arrangements for the transfer of the Affordable Dwellings can be made in such a way as to safeguard them as Affordable Housing then the Chargee shall co-operate with such arrangements and use its reasonable endeavours to complete such transfer; and

16.2 if the Council does not serve its response to the notice served under Paragraph 16 of this Schedule within 1 month then the Chargee shall be entitled to dispose of the Affordable Dwellings affected by the notice above free of the restrictions set out in this Schedule which shall determine absolutely; and

16.3 If the Council or any other person cannot within 2 months of the date of service of its response under Paragraph 16.1 of this Schedule complete such transfer then the Chargee shall be entitled to dispose the Affordable Dwellings affected by the notice free of the restrictions set out in this Schedule which shall determine absolutely

PROVIDED THAT at all times the rights and obligations in this Clause shall not require the Chargee to act contrary to its duties under the charge or mortgage and that the Council must give full consideration to protecting the interest of the Chargee in respect of monies outstanding under the charge or mortgage and provided also that the Chargee shall not be required to dispose of the Affordable Dwellings for a consideration that is less than the amount due under and outstanding under the terms of the relevant security documentation including all accrued principal monies, interest, costs and expenses in connection with the mortgage or charge (or part of the land subject to the legal charge)

17. **VIABILITY**

- 17.1 Prior to the Commencement of Development of the third and fourth Phases the Owners shall commission a New Viability Appraisal using the same variables as those used in the Existing Viability Appraisal to determine whether the Development proposed in the third and fourth Phases is Viable
- 17.2 The Owners shall serve a copy of the New Viability Appraisal (together with evidence of the actual costs and receipts to date and details of the method of calculation of the projected costs and receipts) on the Council at any time prior to (but no more than 12 months before) the anticipated Commencement of Development of the relevant Phase
- 17.3 The Council shall have a period of 30 Working Days from the date of service to respond to the New Viability Appraisal and to confirm whether the results of the New Viability Appraisal are agreed or disputed by the Council
- 17.4 If the Council:
- 17.4.1 Agrees the results of the New Viability Appraisal; or
- 17.4.2 Does not respond to the New Viability Appraisal within 30 Working Days
- the New Viability Appraisal SHALL BE DEEMED to have been agreed
- 17.5 If within 30 Working Days from the service of the New Viability Appraisal the Council serves written notice on the Owner that the New Viability Appraisal is disputed the parties shall attempt to agree the identity of the Expert
- 17.6 Save for where there has been fraud or a manifest error the New Viability Appraisal approved by the Expert shall be the agreed Viability Assessment
- 17.7 In the event that the agreed New Viability Appraisal identifies that there is a Developer's Profit in excess of 20% then the Owners shall pay to the Council the Additional Affordable Housing Contribution PROVIDED THAT the Council is able to demonstrate that there is a need for Affordable Housing within the Borough
- 17.8 In the event that the agreed New Viability Appraisal identifies that the Developer's Profit will be less than 20% the type of Obligations required to be provided in relation to Phases 3 or 4 respectively shall be reduced to the level deemed Viable by the New Viability Appraisal to enable the Developer's Profit to be achieved

DETERMINED BY THE COUNCIL AND



SCHEDULE 4

Railway Contribution

In this Deed and in this Schedule the following expressions shall apply IN ADDITION to the expressions contained in Clause 1:

"Affordable Dwelling"	shall have the same meaning in this Schedule as in Schedule 3
"Balance of the Railway Contribution" and "Balance of the Number of Dwellings"	shall be calculated in accordance with the following formula: $V - W = \text{Balance of the Number of Dwellings}$ $\text{Balance of the Number of Dwellings} \times \text{£15,333.33} = \text{Balance of the Railway Contribution}$ where: V is the total number of Dwellings which have been constructed on the Development pursuant to a Reserved Matters Approval and W is 500 Dwellings
"Highway Improvements"	means improvements to the highway and/or bus provision between Tavistock and Plymouth but within the boundaries of the Council required to improve the operation and safety of the highway network
"Public Transport System"	means a public transport system including (but not limited to) light rail, guided bus infrastructure, trolley bus infrastructure, tram/train infrastructure or other similar heavy light rail hybrid system and bus reasonably associated with the Development but within the boundaries of the Council
"Rail Contribution"	means a contribution of £15,333.33 per Dwelling Index Linked towards the reinstatement of the Railway Line
"Railway Line"	means the disused railway line between Tavistock and Bere Alston

1. RAIL CONTRIBUTION

1.1 The Owners shall pay to the County Council the Rail Contribution as follows:

- 1.1.1 £1,533,333.00 prior to Occupation of the 100th Dwelling;
- 1.1.2 £1,533,333.00 prior to Occupation of the 200th Dwelling;
- 1.1.3 £1,533,333.00 prior to Occupation of the 300th Dwelling;
- 1.1.4 £1,533,333.00 prior to Occupation of the 400th Dwelling;
- 1.1.5 £1,533,333.00 prior to Occupation of the 500th Dwelling or 12 months from the payment in Paragraph 1.1.4 of this Schedule whichever is the earlier;
- 1.1.6 50% of the Balance of the Railway Contribution prior to the Occupation of 10% of the Balance of the Number of Dwellings;
- 1.1.7 50% of the Balance of the Railway Contribution prior to the Occupation of 50% of the Balance of the Number of Dwellings

1.2 The Owners covenant with the County Council that prior to the Occupation of the 500th Dwelling the Owners shall confirm to the County Council the Balance of the Number of Dwellings

1.3 The Owners covenant with the County Council as follows:

- 1.3.1 Not to Occupy or permit to be Occupied the 100th Dwelling until the payment due under Paragraph 1.1.1 above of this Schedule has been paid
- 1.3.2 Not to Occupy or permit to be Occupied the 200th Dwelling until the payment due under Paragraph 1.1.2 above of this Schedule has been paid
- 1.3.3 Not to Occupy or permit to be Occupied the 300th Dwelling until the payment due under Paragraph 1.1.3 above of this Schedule has been paid
- 1.3.4 Not to Occupy or permit to be Occupied the 400th Dwelling until the payment due under Paragraph 1.1.4 above of this Schedule has been paid
- 1.3.5 Not to Occupy or permit to be Occupied the 500th Dwelling until the payment due under Paragraph 1.1.5 above of this Schedule has been paid
- 1.3.6 Not to Occupy 10% of the Balance of the Number of Dwellings until the payment due under Paragraph 1.1.6 above of this Schedule has been paid
- 1.3.7 Not to Occupy 50% of the Balance of the Number of Dwellings until the payment due under Paragraph 1.1.7 above of this Schedule has been paid

2. The County Council hereby covenant with the Owners not to use the Rail Contribution (whether themselves or through any third party) for any purpose other than:

2.1 The reinstatement of the Railway Line or the implementation of the Public Transport System (or any purpose ancillary to or designed to assist or bring about such reinstatement including subsidising the cost of running the service of the Railway Line or the Public Transport System) or

2.2 In the event that the reinstatement of the Railway Line or the implementation of the Public Transport System is either:

2.2.1 Officially abandoned by a minuted decision of the County Council; or

2.2.2 The funding to construct or undertake the project has not been secured or a contract let for the construction of the reinstatement of the Railway Line or other Public Transport System; or

2.2.3 The reinstatement of the Railway Line or the implementation of the Public Transport System has not commenced

within 5 years of receipt of the final instalment of the Railway Contribution (or earlier)

the County Council shall provide the Owners and the Council with written notice confirming of its intention that the Railway Contribution shall instead be used equally for the purposes described in Paragraph 2.3 of this Schedule:

2.3 The purposes described in Paragraph 2.3 of this Schedule above shall be:

2.3.1 Highway Improvements required at the time to relieve traffic congestion between Tavistock leading to Plymouth limited to the estimated congestion which would have been relieved by the Railway Line or the traffic generated by the Development); and

2.3.2 A payment to the Council for the provision of Affordable Dwellings to increase the total percentage of Affordable Dwellings up to 40% of the total number of Dwellings in the Development by the Council in and around the Parish of Tavistock by the Council

PROVIDED THAT the Council may not provide more Affordable Dwellings than are necessary to increase the total number of Affordable Dwellings to 40% of the total number of Dwellings in the Development and the County Council or the Council (as applicable) shall hold the Railway Contribution in separate identifiable interest bearing accounts

NASH & CO
19.10.2015

2015

- 2.4 In the event that any part of the Railway Contribution remains unspent within 10 years of receipt of the final instalment under Paragraph 1.1 of this Schedule upon the written request of the Owners the County Council or the Council (as applicable) shall repay any unspent part or any part of the Railway Contribution together with Interest PROVIDED THAT in the event that this produces a negative result the Interest shall not be payable
- 2.5 Upon the written request of the Owners the County Council or the Council (as applicable) shall write to the Owners confirming how the Railway Contribution or part has been spent PROVIDED THAT such request to be shall be made no more than once in a calendar year

SCHEDULE 5

Railway Station and Parking

In this Deed and this Schedule the following expressions shall apply IN ADDITION to the expressions contained in Clause 1:

- "Eastern Land"** means the land shown edged green on Plan 1
- "Former Railway Corridor"** means the land shown coloured yellow on Plan 1
- "Railway Land"** means an area of the Land comprising not less than 0.7 hectares in a location shown edged blue on Plan 4 which traverses the Former Railway Corridor (or such other location as may be agreed in writing in advance between the Owners and the Council and the County Council) comprising the Railway Land West and the Railway Land East within which may be located (but not exhaustively) the railway platform and related car park, cycle parking space, bus turning circle, internal roads, bus shelter and ancillary uses including as a compound during the construction of the Railway Line
- "Railway Land East"** means an area of land comprising not less than 0.105 hectares on the eastern side of the Former Railway Corridor and adjacent to the Former Railway Corridor in a location shown edged blue on Plan 4 which shall be sufficient to accommodate any number of the uses outlined in the definition of Railway Land
- "Railway Land Transfer"** means a transfer substantially in the form of the transfer set out in Appendix 1
- "Railway Land West"** means an area of land comprising not less than 0.45 hectares on the western side of the Former Railway Corridor and adjacent to the Former Railway Corridor in a location shown edged blue on Plan 4 which shall be sufficient to accommodate any number of the uses outlined in the definition of Railway Land

“Railway Notification Date” the Date on which the Owners notify in writing the Council and the **COUNTY** Council of the date upon which the 200th Dwelling has been Occupied.

“Services” means the provision of electricity, water, surface water and sewerage drains, telecommunication cabling, computer cabling and vehicular and pedestrian access as agreed with the County Council in writing and the expression **'Service'** shall be construed accordingly

1. The Owners hereby covenant to notify in advance in writing the Council and the County Council of the Railway Notification Date
2. The Owners and the Applicant covenant ^{to set aside the Railway Land which} shall not be the subject of any reserved matters applications and shall use or permit the Railway Land to be used for any purpose which would prevent or inhibit its use as set out in the definition of Railway Land
3. The Owners shall maintain the Railway Land in a clean and tidy condition unless and until the County Council requires it to be transferred to the County Council
4. Prior to the Railway Notification Date the Owners covenant to lay the Services to the boundary of the Railway Land
5. If within 10 years of the Railway Notification Date the County Council serve written notice on the Owners and/or the Applicant (and the Council for information) that it requires the freehold interest in the Railway Land (or the Railway East Land or the Railway West Land) to be transferred free from any encumbrances to be transferred to it for £1.00 the Owners shall within 20 Working Days transfer the Railway Land (or part of it) to the County Council using the Railway Land Transfer PROVIDED THAT the County Council shall not have access to the Railway East Land prior to the Occupation of the 400th Dwelling or prior to Commencement of Development on the Eastern Land whichever is the earlier
6. If no written notice is served on the Owners and/or the Applicant as required by Paragraph 5 of this Schedule or the Railway Contribution is returned to the Owners in accordance with Paragraph 2.4 of Schedule 4 the Railway Land shall be free of any restriction contained in this this Schedule provided that written notice has been received by the Council AND the County Council under Paragraph 1 of this Schedule above AND FOR THE AVOIDANCE OF DOUBT the Owners of the Railway Land for the time being shall subsequently be free to seek planning permission for such development on the Railway Land as they see fit
7. From the date of Commencement of Development the Owners will permit the County Council access to the Railway Land West to undertake such surveys and site investigations required by the County Council upon two weeks' notice to the Owners PROVIDED THAT the County Council shall make good and repair any damage caused during such surveys and site investigations AND FURTHER PROVIDED THAT the surveys and site investigations shall not interfere with the use of the Railway Land West at that time

8. From the date of Commencement of Development on the Eastern Land the Owners will permit the County Council access to the Railway Land East to undertake such surveys and site investigations required by the County Council upon two weeks' written notice to the Owners PROVIDED THAT the County Council shall make good and repair any damage caused during such surveys and site investigations AND FURTHER PROVIDED THAT the surveys and site investigations shall not interfere with the use of the Railway Land East at that time



SCHEDULE 6

Public Access, Bus Services, Footpaths and Highway Works

In this Deed and in this Schedule the following expressions shall apply **IN ADDITION** to the expressions contained in Clause 1:

- “Bus Services Contribution”** means the sum of £500,000 to be paid to the County Council to provide bus services to and from the Development to the proposed residential development allocated south of Callington Road on the western edge of Tavistock
- “Bus Shelter”** means a shelter with seating and bus-boarders and 2 bus stops of a design and standard approved by the County Council in writing and being not less than 3 in number the position of which is shown for illustrative purposes marked as “bus stops” on Plan 2
- “Drakes Walk”** means the public path being part of NCN route 27 which is identified on Plan 2 with a dotted blue line
- “Emergency Access Route”** means a partially hard surfaced or metalled road of a minimum width of 3.7 metres and of a standard sufficient to provide a safe adequate and alternative access to the Development for emergency vehicles along such route and to such design as shown on Plan 6 unless otherwise agreed in writing between the Owners and the Council and the County Council
- “Highway Access Works”** means the works to the A390 Callington Road comprising the construction of a three-arm roundabout and associated works as shown in Drawing 12138/SKT02 as approved in writing by the County Council or such other drawing as may be agreed in writing by the County Council
- “Key Spine Link”** means that part of the Land where the Spine Road crosses the Railway Corridor to the north of the Land which provides the main access link between the west side and the east side of the Development the position of which is shown for identification purposes on Plan 1 marked “A – A” the east side of the Land
- “Monksmead Link”** means a new path to be built outside the Land to provide a link between the Public Access Routes within the Land to the

existing paths to the northeast of the Land which link is shown coloured purple on Plan 3

“Off Site Highway Works”

means the following works:

- (i) A390 Callington Road (W) Ford Street and A390 Callington (S) Option A
- (ii) A390 Callington Road (S), A386 Plymouth Road (E) and A386 Plymouth road (S) at Drakes Statue
- (iii) A386 Plymouth Road (N) Pixton Lane and A386 Plymouth Road (S)
- (iv) Revisions to the speed restrictions or other traffic management as required for safety or operational reasons on the approach to Tavistock along Callington Road or within the Development
- (v) Such ancillary or associated works required to implement the above such as white lining, kerbing or re-surfacing as shown for illustrative purposes only on Drawings 12138/SKT04 and 12138/SKT06 and 12138/SKT03 PROVIDED THAT such works shall only be upon the Land or public highway land unless otherwise agreed in writing between the County Council and the Owners

“Public Access Routes”

means all those footways and cycleways which will provide access through the Development and access to Tavistock town centre and the local schools which routes are indicated with yellow bars on Plan 2

“Railway Corridor”

means that part of the disused railway line between Tavistock and Bere Alston Shown coloured yellow on Plan 1

“Southern Link”

means the pedestrian and cycle path crossing the Railway Corridor by the underpass at the position shown for identification purposes on Plan 1 marked “B – B” and making an essential access link between the east side and the west side of the Development and giving access to Drakes Walk,

“Spine Road”

means the main access road together with such footway/cycleway as required by the Council and the County Council through and into the Land from the Access on Callington Road into the Development and crossing the Key Spine Link

**“Traffic Regulation
Orders Contribution”**

means up to a total contribution of £25,000 towards the cost of any Traffic Regulation Orders and other similar changes to the A390, A386, Pixon Lane and on highways within the Land as are directly required by the Development (subject to statutory procedures) such as zebra crossings and road humps but not exhaustively the costs involved in making any such Order including notification procedure pursuant to the relevant legislation current at the time

1. EMERGENCY ACCESS ROUTE

- 1.1 Prior to the Commencement of Development the Owners shall submit written details of the proposed Emergency Access Route to the Council and the County Council for their written approval
- 1.2 The Owners shall not permit the Occupation of the 100th Dwelling until the Emergency Access Route has been constructed and made ready for use to the reasonable written satisfaction of the Council and the County Council
- 1.3 The Emergency Access Route shall be gated or otherwise blocked in such manner as to prevent public access but permit emergency services access

2. OFF-SITE HIGHWAY WORKS

Prior to the Commencement of Development the Owners and the Applicant (or such of them that retain an interest in the Land at the time) shall enter into an agreement or agreements under Section 278 of the Highways Act 1980 to carry out the Off- Site Highways Works

3. SPINE ROAD

Prior to the Commencement of Development the Owners and the Applicant shall agree in writing with the Council and the County Council the detailed works to form the Spine Road and the Key Spine Link and enter into an agreement under Sections 38 and 278 of the Highways Act 1980 including the requirement to obtain any necessary Traffic Regulation Orders

4. TRAFFIC REGULATION ORDER CONTRIBUTION

Not later than the Commencement of Development the Owners shall pay to the County Council the Traffic Regulation Order Contribution.

5. BUS SERVICES – CONTRIBUTION AND SHELTER

- 5.1 The Owners shall pay to the County Council the Bus Services Contribution as follows:
- 5.1.1 £100,000 on the Occupation of the 50th Dwelling
 - 5.1.2 £100,000 on the 1st anniversary of the Occupation of the 50th Dwelling
 - 5.1.3 £100,000 on the 2nd anniversary of the Occupation of the 50th Dwelling
 - 5.1.4 £100,000 on the 3rd anniversary of the Occupation of the 50th Dwelling
 - 5.1.5 £100,000 on the 4th anniversary of the Occupation of the 50th Dwelling
- 5.2 Prior to the Commencement of Development of each Phase the Owners shall submit written details of the Bus Shelters and their delivery in relation to that Phase as part of the Development to the County Council for the written approval of the County Council
- 5.3 The first Bus Shelter shall be delivered and made functional prior to the Occupation of the 50th Dwelling

6. PUBLIC ACCESS ROUTES – MONKSMEAD AND OTHER LINKS

- 6.1 Prior to the Commencement of Development the Owners shall obtain the prior written approval of the Council such approval not to be unreasonably withheld or delayed to details of the routes for all footpaths and/or cycleways intended to form part of the Development and in particular set out the points of access to and egress from the Land for each such route and such details are to be in accordance with the Phasing Scheme unless otherwise agreed in writing between the Owners and the Council
- 6.2 The Owners shall provide the Public Access Routes in accordance with the Phasing Scheme and shall thereafter maintain them or pass the maintenance to another body under the provisions of Schedule 2
- 6.3 The Public Access Route shown on Plan 2 which crosses the Key Spine Link and joins the Monksmead Link thereby giving the Development pedestrian access to Drakes Walk and the local schools and Tavistock town centre shall be provided prior to the Occupation of the first Dwelling in Phase 3 area shown hatched purple on Plan 5
- 6.4 The Southern Link shall be provided prior to the Occupation of the 500th Dwelling unless a different time is agreed in the Phasing Scheme PROVIDED THAT viability or other substantial practical problems do not prevent the Southern Link

7. COVENANTS

- 7.1 The Owners and the Applicant shall not do or permit to be done anything which may prevent or obstruct the development of and use of the Railway Corridor as a railway or for other transport purposes without the written consent of the County Council

- 7.2 Land adjoining the Public Access Routes so far as not safely and legitimately fenced from public access shall not be used or permitted to be used in a manner which would be a danger to users of the Public Access Routes ~~without the written consent of the Council such consent not to be unreasonably withheld or delayed~~
- 7.3 The Council covenant to facilitate the construction of the Monksmead Public Access Route across that part of the route which is the Monksmead Link by entering into a licence on such terms to be agreed between the parties PROVIDED THAT viability or other substantial practical problems do not prevent the Monksmead Link



SCHEDULE 7

Public Realm

In this Deed and this Schedule the following expressions shall apply IN ADDITION to the expressions contained in Clause 1:

“Central Meeting Space”	means a serviced area of land centrally located within the Hub to provide a space for community gathering and space of community focus
“Hub”	means a serviced area of land centrally located as shown coloured blue on Plan 5
“Marketing Strategy”	means a strategy for the marketing of the Shop by the Owners
“Public Realm Enhancements”	means enhancements to the street scene, public art, public furniture and signage in and around the Development which make reference to the Cornwall and West Devon Mining Landscape World Heritage Site
“Public Realm Strategy”	means a detailed written scheme (including a plan) setting out the design and location and maintenance of Public Realm Enhancements in and around the Development as set out in each Reserved Matters Application
“Shop”	means a store of up to 250m ² net convenience retailing floorspace with associated car parking and ancillary issues as agreed in writing in advance with the Council and the County Council

1. CENTRAL MEETING SPACE

The Central Meeting Space shall be provided prior to the Occupation of the 200th Dwelling (the location of which shall be agreed within the Phasing Scheme)

2. PUBLIC REALM ENHANCEMENTS

Public Realm Enhancements shall be delivered across all Phases of Development in accordance with the agreed Public Realm Strategy

3. THE SHOP

3.1 Prior to the expiration of a period of 3 years following the Commencement of Development the Owners are to submit a Marketing Strategy (which shall include a

proposed marketing period) ("the **Marketing Period**") to the Council for their written approval such approval not to be unreasonably withheld or delayed and the Owners shall comply with the provisions of the approved Marketing Strategy

- 3.2 A site for the Shop and associated car parking and ancillary facilities shall be provided prior to the Occupation of the 200th Dwelling and shall be marketed by the Owners in accordance with the Marketing Strategy
- 3.3 In the event that contracts are exchanged for the transfer of the site for the Shop during the Marketing Period the Owner is to provide the Shop
- 3.4 In the event that contracts are not exchanged for the transfer of the site for the Shop during the Marketing Period the Owners shall not be required to provide the Shop and shall be able to use the site for the Shop for any other purposes subject to the prior written agreement of the Council such agreement not to be unreasonably withheld or delayed and subject to all necessity statutory permissions being obtained
- 3.5 The use of the Shop shall be Use Class A1
- 3.6 A serviced site for the Shop shall be centrally located within close proximity to the Central Meeting Space, the Railway Land and the Education Land.

SCHEDULE 8

Rentplus Scheme

In this Deed and this Schedule the following expressions shall apply IN ADDITION to the expressions contained in Clause 1 and Schedule 3:

“Commencement Date”	means the commencement of the term of a Rentplus Lease which shall be on a date which is on or before 30 Working Days from the date the Rentplus Home is practically complete being ready and available for use and occupation
“Five Year Period”	means a 5 year period during the term of a Rentplus Lease. The first Five Year Period commences on the Commencement Date, the second Five Year Period commences on the fifth anniversary of the Commencement Date, the third Five Year Period commences on the tenth anniversary of the Commencement Date and the fourth Five Year Period commences on the fifteenth anniversary of the Commencement Date
“Open Market Value”	means the open market value (as defined in the definition of Valuation Standards (paragraph VS3.2) of the RICS Valuation – Professional Standards incorporating the IVS, Global and UK edition (March 2012) or any replacement thereof current at the relevant time of the valuation of the Rentplus Home, disregarding any occupational or Obligations that may apply
“Planned Disposals”	means the disposals of the Rentplus Homes on or as soon as practicable after the Planned Disposal Dates in accordance with this Deed
“First Planned Disposal Date”	means the fifth anniversary of the Commencement Date
“Second Planned Disposal Date”	means the tenth anniversary of the Commencement Date
“Third Planned Disposal Date”	means the fifteenth anniversary of the Commencement Date
“Fourth Planned Disposal Date”	means the day immediately following the end of the Fourth Five Year Period

“Planned Disposal Dates”	means the First Planned Disposal Date the Second Planned Disposal Date the Third Planned Disposal Date and the Fourth Planned Disposal Date
“RP”	means the Affordable Housing Provider holding the Rentplus Lease as tenant.
“Rentplus Buyer”	means a Subsidiary Rentplus Company (or such other company or body to which the Council has given its prior written approval) The Rentplus Buyer will either, (a) have entered into Rentplus Leases, or (b) will be legally bound to enter into Rentplus Leases, or (c) have taken a transfer of the Rentplus Homes subject to the Rentplus Leases and Rentplus Buyer includes a reference to the person entitled for the time being to the immediate reversion of the Rentplus Lease or Rentplus Leases;
“Rentplus Lease”	means a lease or leases of the Rentplus Homes granted by a Rentplus Buyer to an Affordable Housing Provider on fully repairing and insuring terms for a 20 year term which include Rentplus Buyer Break Events and RP Break Events as defined in this Schedule 8;
“RP Break Event”	means an event which gives the Affordable Housing Provider the right to determine the Rentplus Lease as follows: (a) Rentplus Home remains vacant during any Five Year Period after being offered for letting for a period exceeding 3 months; or (b) A Rentplus Home has fallen vacant within the period of 2years prior to the end of a Five Year Period.
“Rentplus Buyer Break Events”	means: (a) the occurrence of an event described in the Rentplus Lease which provides a right for the Rentplus Buyer to terminate the Rentplus Lease if the rent payable under the Rentplus Lease when reviewed on each fifth anniversary of the Commencement Date results in a reviewed rent which is less than the Affordable Rent reserved in the Tenancy Agreement granted out of that Rentplus Lease at the Commencement Date; and

(b) the right to serve up to 12 months notice (but no less than 3 months' notice) to break the Rentplus Lease on either the fifth, tenth or fifteenth anniversaries of the Commencement Date to facilitate the Planned Disposals in accordance with Paragraph 2 of Part 2 of this Schedule 8.

“Tenancy Agreement”

means a fixed term assured shorthold tenancy of a Rentplus Home let by an Affordable Housing Provider on an Affordable Rent for a term of up to 5 years.

PART 1 – THE RENT PLUS MODEL

1. The Rentplus Homes shall be available to people eligible under the [Devon Home Choice Policy (or successor policy)
2. The Rentplus Homes shall conform to the National Planning Policy Framework 2012 as Affordable Housing and shall be managed under contract with the Homes and Communities Agency by an Affordable Housing Provider and shall be provided in accordance with Part 1 and Part 2 of this Schedule 8
3. The Rentplus Homes shall be available to tenants under fixed term assured shorthold tenancy agreements of up to 5 years ('Tenancies') some of which Tenancies will be renewable for further terms of up to 5 years to a maximum aggregate term for any individual Rentplus Home of 20 years (i.e. 4 consecutive 5 year terms). Rentplus Homes shall be let at an Affordable Rent
4. During the term of the Tenancies the Affordable Housing Provider (as shall first have been approved by the Council in writing prior to Commencement of Development such approval not to be unreasonably withheld or delayed) will operate and manage the Rentplus Homes under the Rentplus Leases
5. The Rentplus Homes will be offered for sale to existing tenants of Rentplus Homes (and others) pursuant to the provisions of Part 2 of this Schedule 8
6. The Affordable Housing Provider will have the option to purchase and retain any Rentplus Home for Affordable Housing where there is no tenant who wishes to purchase the Rentplus Home offered for sale, pursuant to the provisions of Part 2 of this Schedule 8

PART 2 – PLANNED DISPOSALS OF RENTPLUS HOMES

7. The Rentplus Homes may be sold by the Rentplus Buyer at Open Market Value on or after the Planned Disposal Dates in tranches with priority and precedence as described below:
 - 7.1 Up to 25% (and where 25% produces a fraction the nearest whole number of Rentplus Homes that is a minimum of 25% of the total number of Rentplus Homes at the Land) of the number of the Rentplus Homes at the Land may be offered for sale

during the first Five Year Period provided completion of such sales shall not occur before the First Planned Disposal Date offered as follows:

7.1.1 first to the tenant in occupation of the Rentplus Home on the following terms:

- (a) the Rentplus Buyer either will gift a 10% deposit, or gift a 10% discount of the Open Market Value to the tenant ('Offer Tenant') on the sale of the Rentplus Home (the "Gifted Deposit/Discount"); and
- (b) that on each and every disposal (which includes entering into a contract to dispose) of an Rentplus Home within 2 years of the date of purchase from the Rentplus Buyer, all or a part of the Gifted Deposit/Discount shall be repayable to the Rentplus Buyer on such disposal or disposals applying the following formula further provided such formula yields a positive sum and further provided that the sum repayable to the Rentplus Buyer is subject to a maximum cap of the amount of the Gifted Deposit/Discount in aggregate on all disposals:

Formula:

$$A - (B - C) = D$$

Where:

A = Price for which the Rentplus Home is sold within 2 years of the sale by the Offer Tenant

B = Open Market Value

C = Gifted Deposit/Discount

D = Amount to be repaid (subject to a maximum of the value of C in aggregate for all disposals).

By way of illustration:

A = £160,000; (or A = £140,000 A = £130,000) B = £150,000 C = £15,000

£160,000 – (£150,000 – £15,000) = £25,000 i.e. £15,000 is repayable (no subsequent disposal will trigger a further repayment by the Offer Tenant).

£140,000 – (£150,000 – £15,000) = £5,000 i.e. £5,000 is repayable (in aggregate on any subsequent disposal(s) within the 2 year period a further sum of up to £10,000 may be repayable).

£130,000 – (£150,000 – £15,000) = -£5,000 i.e. nothing is repayable (in aggregate on any subsequent disposal(s) within the 2 year period a further sum of up to £15,000 may be repayable).

PROVIDED THAT the liability to repay the whole or part of the Gifted Deposit/Discount shall not be binding on a mortgagee or chargee of the Rentplus Home.

- 7.1.2 If after 30 Working Days of making an offer to sell as described above the Offer Tenant has not accepted the offer, or an offer having been accepted the said offer the Offer Tenant does not complete his purchase of the Affordable Dwelling (the Rentplus Buyer having made reasonable endeavours to complete the Planned Disposal to the Offer Tenant) on or within 30 Working Days after the First Planned Disposal Date an offer may be made:-
- 7.1.3 Next, to a tenant living in another Rentplus Home on the Land, or to a tenant living in another Rentplus Home owned by the same Rentplus Buyer elsewhere in the Borough ('a Substituted Tenant') on the following terms:
- (a) The same provisions as in Paragraphs 7.1.1 (a) and (b) of Part 2 of this Schedule 8 shall apply; and
- 7.1.4 if after 30 Working Days of making an offer to sell as described above the Substituted Tenant has not accepted the offer, or an offer having been accepted by the Substituted Tenant the Substituted Tenant does not complete his purchase of the Rentplus Home (the Rentplus Buyer having made reasonable endeavours to complete the Planned Disposal to the Substituted Tenant) on or within 30 Working Days after the First Planned Disposal Date an offer may be made next:-
- 7.1.5 to the RP for purchase at Open Market Value on the following terms:
- (a) The same provisions as in Paragraphs 7.1.1 (a) and (b) of Part 2 of this Schedule 8 shall apply save that the Affordable Housing Provider will only benefit from a discount equivalent to the Gifted Deposit/Discount provided the Affordable Housing Provider retains the Rentplus Home for letting at an Affordable Rent or social rent; or
- (b) If the Affordable Housing Provider at its discretion acquires the Rentplus Home for Shared Ownership with the Offer Tenant or a Substituted Tenant in which event the Gifted Deposit/Discount will be

allocated between the Affordable Housing Provider and the Offer Tenant or Substituted Tenant as the case may be in accordance with their respective interests in the Rentplus Home; and

7.1.6 If after 10 Working Days of making an offer to sell to the Affordable Housing Provider as described above the Affordable Housing Provider has not accepted the offer, or an offer having been accepted the Affordable Housing Provider does not complete its purchase of the Affordable Dwelling (the Rentplus Buyer having made reasonable endeavours to complete the Planned Disposal to the AFFORDABLE HOUSING PROVIDER) on or within 30 Working Days after the First Planned Disposal Date an offer may be made;-

7.1.7 For sale of the Rentplus Home on the open market.

7.2 Where open market sales of Rentplus Homes are completed pursuant to Paragraph 7.1.7 of Part 2 of this Schedule 8 7.5% of the gross sale proceeds will be paid to the Council, with the intention that such funds will be used by the Council for the provision of future Affordable Housing at its sole discretion.

7.3 Up to 25% (and where 25% produces a fraction the nearest whole number of Rentplus Homes that is a minimum of 25% of the total number of Rentplus Homes at the Land) of the Rentplus Homes at the Land may be offered for sale as set out in Paragraph 7.1.1 of this Part 2 of Schedule 8 during the second Five Year Period provided completion of such sales shall not occur before the Second Planned Disposal Date.

7.4 Up to 25% (and where 25% produces a fraction the nearest whole number of Rentplus Homes that is a minimum of 25% of the total number of Rentplus Homes at the Land) of the Rentplus Homes at the Land may be offered for sale as set out in Paragraph 7.1.1 of this Part 2 of Schedule 8 during the third Five Year Period provided completion of such sales shall not occur before the Third Planned Disposal Date.

7.5 During the fourth Five Year Period the remaining Rentplus Homes which are unsold at the Land may be offered for sale as set out in Paragraph 7.1.1 of this Part 2 of Schedule 8 provided that completion of such sales shall not occur before the Fourth Planned Disposal Date.

8. OTHER CIRCUMSTANCES PERMITTING THE SALE OF A RENTPLUS HOME

8.1 In addition to the sales on or after the Planned Disposal Dates, Rentplus Homes may be sold by the Rentplus Buyer in the following circumstances on:

8.1.1 A RP Break Event occurring and the Rentplus Lease terminating; or

8.1.2 A Rentplus Buyer Break Event occurring and the Rentplus Lease terminating;

the Rentplus Buyer may offer the Rentplus Homes for which the Rentplus Lease has terminated pursuant to sub Paragraphs 8.1.1 and 8.1.2 of Part 2 of this Schedule 8 for sale on the open market provided that 7.5% of the gross sale proceeds will be paid by the Rentplus Buyer to the Council, on the same basis as set out in Paragraph 7.2 of this Part 2 of Schedule 8 provided always that any sales of Rentplus Homes pursuant to Paragraph 8.1.1 of this Part 2 of Schedule 8 will be in substitution for rather than in addition to any sales relating to the Planned Disposal Dates pursuant to paragraph 7.1 of Part 2 of this Schedule 8 so that the total number of sales of Rentplus Homes pursuant to Paragraph 8.1.1 of Part 2 of this Schedule 8 shall not exceed 25% of the original number of Rentplus Homes at the Land in any Five Year Period without the written approval of the Council provided that such restriction on the number of sales of Rentplus Homes shall not apply to the sale of Rentplus Homes pursuant to Paragraph 8.1.2 of Part 2 of this Schedule 8.

9. OVERSUBSCRIPTION FOR SALE

If there are more tenants wishing to purchase their Rentplus Homes than are available under the Planned Disposals pursuant to Clause 8 of Part 2 of this Schedule 8 additional Rentplus Homes may be sold if approved by the Council in writing such approval not to be unreasonably withheld.



Land Registry
Transfer of part of registered title(s)

APPENDIX 1

TP1

1	Title number(s) out of which the property is transferred: DN482318, DN596922
2	Other title number(s) against which matters contained in this transfer are to be registered or noted, if any:
3	Property: Land on the east side of Martins Cottage, Callington Road, Tavistock (PL19 8HP) AND Land at Crowndale Farm, Tavistock (PL19 8JR). The property is identified <input checked="" type="checkbox"/> on the attached plan and shown: Edged red <input type="checkbox"/> on the title plan(s) of the above titles and shown:
4	Date:
5	Transferor: THE REGISTERED PROPRIETOR FOR THE TIME BEING <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: <u>For overseas companies</u> (a) Territory of incorporation: (b) Registered number in the United Kingdom including any prefix:
6	Transferee for entry in the register: DEVON COUNTY COUNCIL <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix:

For overseas companies

(a) Territory of incorporation:

(b) Registered number in the United Kingdom including any prefix:

7 Transferee's intended address(es) for service for entry in the register:

Devon County Council, Legal Dept, County Hall, Topsham Road, Exeter, Devon, EX2 4QD.

8 The transferor transfers the property to the transferee

9 Consideration

The transferor has received from the transferee for the property the following sum (in words and figures):

One Pound (£1.00)

The transfer is not for money or anything that has a monetary value

Insert other receipt as appropriate:

10 The transferor transfers with

full title guarantee

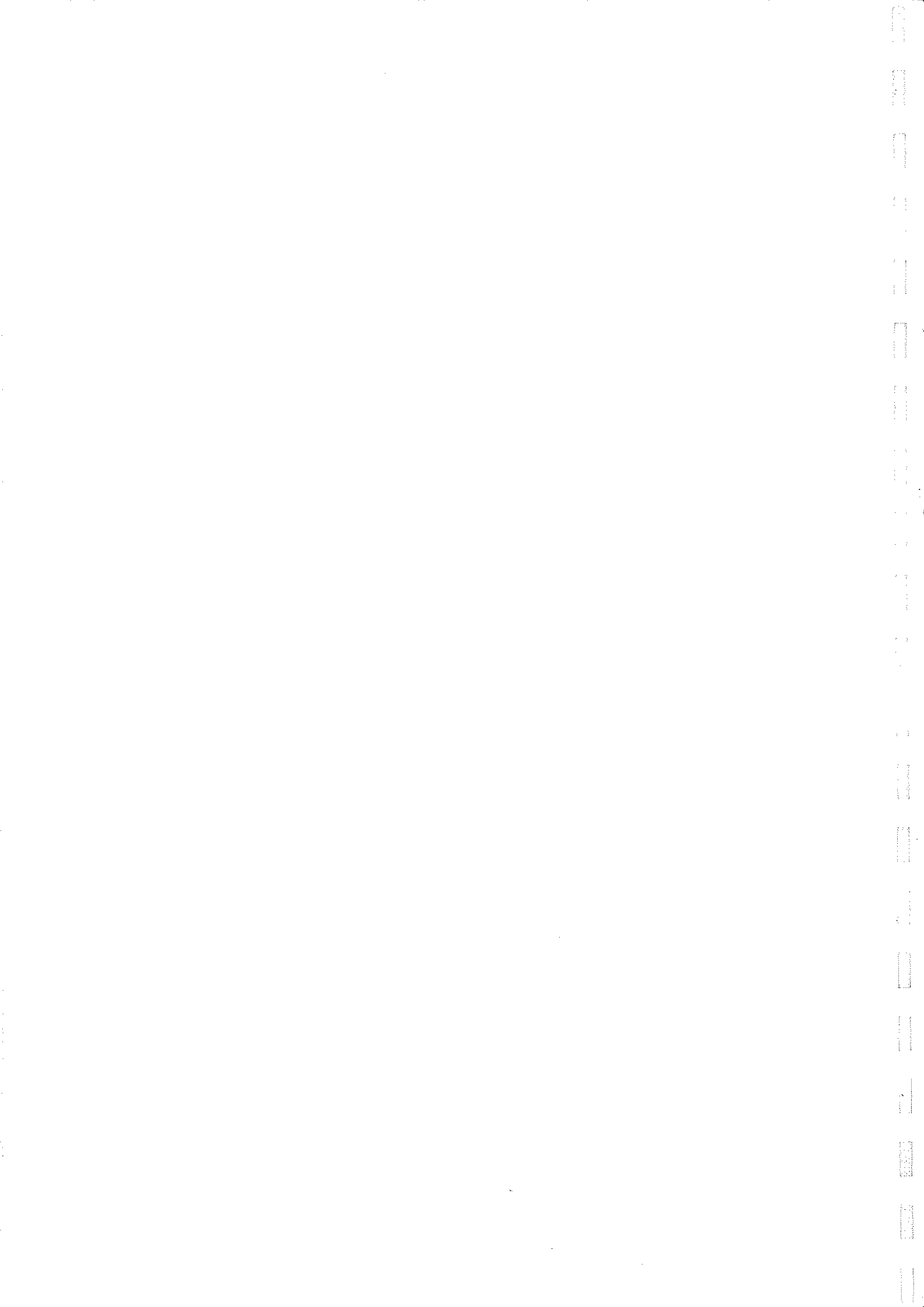
limited title guarantee

11 Declaration of trust. The transferee is more than one person and

they are to hold the property on trust for themselves as joint tenants

they are to hold the property on trust for themselves as tenants in common in equal shares

they are to hold the property on trust:



12 Additional provisions

1. Definitions and interpretation

1.1 In this transfer the following words and expressions have the following meanings:

" Estate"

means the property defined as the "Land" in the Section 106 Agreement which includes the Retained Land.

" Estate Roads and Footways"

means such roads and footways constructed or to be constructed on the Retained Land (whether or not they are intended for maintenance by the Highway Authority at public expense or which are the subject of a Statutory Agreement under the Highways Act 1980) which are intended for public use but not including any driveway forecourt or footway transferred or intended to be transferred to individual transferees.

"Interest Rate"

Means 4% above the Bank of England Base Rate calculated on a day to day basis.

"Permitted Disposal"

means the transfer of the Estate or any part or parts of it:-

to a local authority or other statutory body or a management company pursuant to a planning, statutory or road dedication obligation;

to a transferee or lessee (which expression shall include an investor) of a completed individual residential dwelling (or residential dwellings), its immediate curtilage and garage, parking space, private drive or forecourt sold therewith (but not including any additional land capable of development as a separate dwelling or for some other purpose);

to a statutory body or service supply company of an electricity substation, gas governor, pumping station, water pumping station, balancing pond or other statutory services which have been or are to be constructed or installed on the Estate (including the grant of rights to such statutory body or service supply company);

to a management company managing any land to the extent that the land so disposed of is required for such management including but not limited to unadoptable estate roads and paths, land dedicated for use as public open space and other land used for the provision of estate infrastructure and facilities and which is not adopted but which will require maintenance in the future at the cost of the residents who benefit from it;

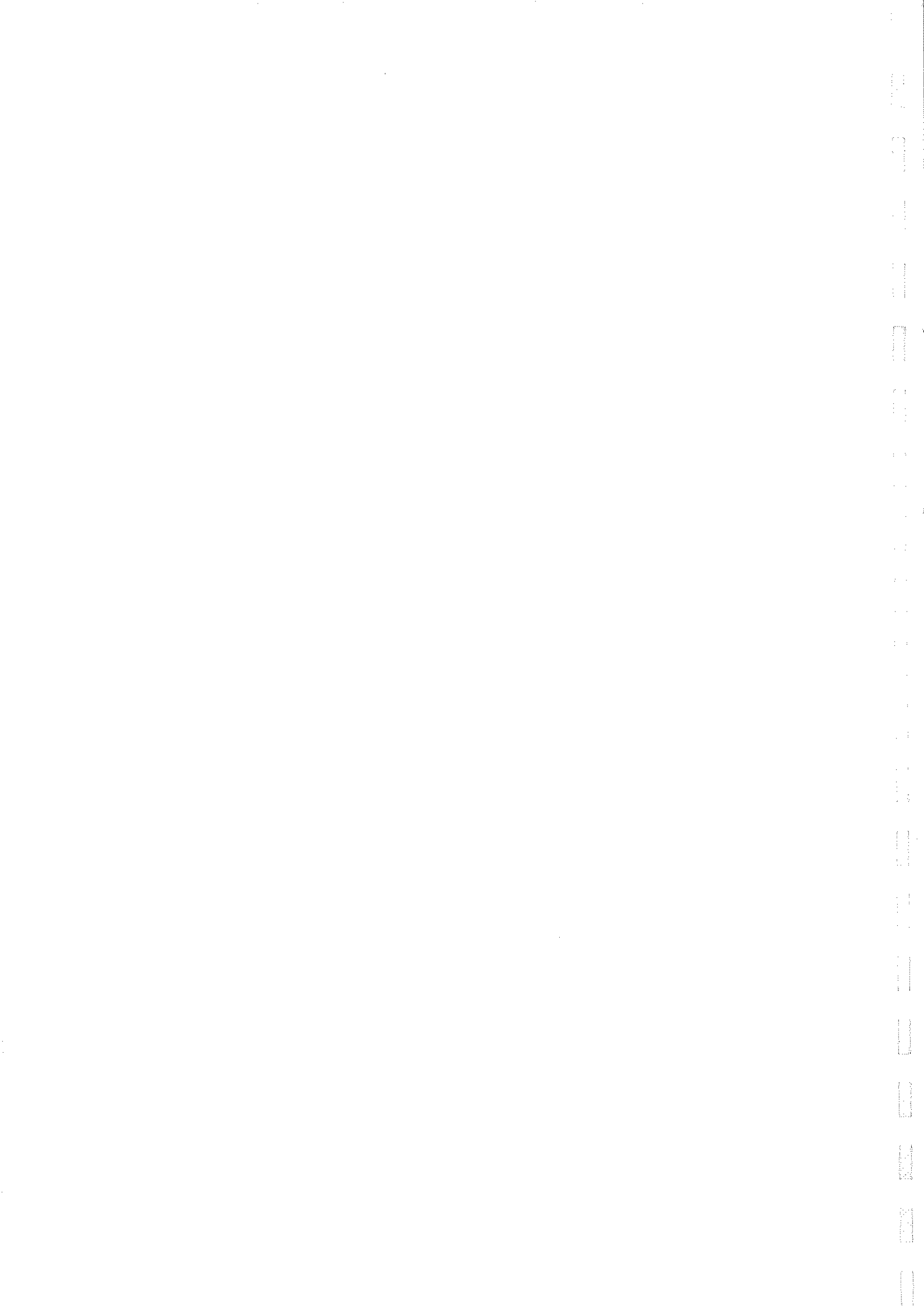
to a registered provider as defined in the Housing and Regeneration Act 2008 or to any

12 Additional provisions

1. Definitions and interpretation

1.1 In this transfer the following words and expressions have the following meanings:

- " Estate"** means the property defined as the "Land" in the Section 106 Agreement which includes the Retained Land.
- " Estate Roads and Footways"** means such roads and footways constructed or to be constructed on the Retained Land (whether or not they are intended for maintenance by the Highway Authority at public expense or which are the subject of a Statutory Agreement under the Highways Act 1980) which are intended for public use but not including any driveway forecourt or footway transferred or intended to be transferred to individual transferees.
- "Interest Rate"** Means 4% above the Bank of England Base Rate calculated on a day to day basis.
- "Permitted Disposal"** means the transfer of the Estate or any part or parts of it:-
- to a local authority or other statutory body or a management company pursuant to a planning, statutory or road dedication obligation;
 - to a transferee or lessee (which expression shall include an investor) of a completed individual residential dwelling (or residential dwellings), its immediate curtilage and garage, parking space, private drive or forecourt sold therewith (but not including any additional land capable of development as a separate dwelling or for some other purpose);
 - to a statutory body or service supply company of an electricity substation, gas governor, pumping station, water pumping station, balancing pond or other statutory services which have been or are to be constructed or installed on the Estate (including the grant of rights to such statutory body or service supply company);
 - to a management company managing any land to the extent that the land so disposed of is required for such management including but not limited to unadoptable estate roads and paths, land dedicated for use as public open space and other land used for the provision of estate infrastructure and facilities and which is not adopted but which will require maintenance in the future at the cost of the residents who benefit from it;
 - to a registered provider as defined in the Housing and Regeneration Act 2008 or to any



other affordable housing provider in relation to land to be transferred to such provider for the provision of affordable housing;

as the freehold reversion expectant upon leases of completed residential dwellings;

as a garage or garages erected or to be erected underneath an apartment or apartments;

"Permitted Use"

means the construction of & use thereafter for all or any of the following uses :-

(i) a railway platform & related works, car park, cycle parking space, bus turning circle, internal roads and/or bus shelter/s and all other ancillary uses (such as, without limitation, a compound during construction of any of the same); or

(ii) the land remaining vacant.

"Plan"

means the plan(s) attached to this transfer.

"Property"

Means the land hereby transferred.

"Retained Land"

the land comprised in the said title numbers DN482318 and 596922 (excluding the Property and the Education Land (as defined in Schedule 1 of the S106 Agreement)).

"Section 106 Agreement"

means an agreement relating to land south of Callington Road Tavistock dated [] and made pursuant to section 106 of the Town and Country Planning Act 1990 made between Bovis Homes Limited (1) Kilbride Tavistock Limited (2) Peter John Lowering Hoyle & Jennifer Joy Hoyle (3) Jillian Sarah Hill & Rex Buscombe (4) West Devon Borough Council (5) Devon County Council (6) and any subsequent variations or supplemental agreements entered into.

"Services"

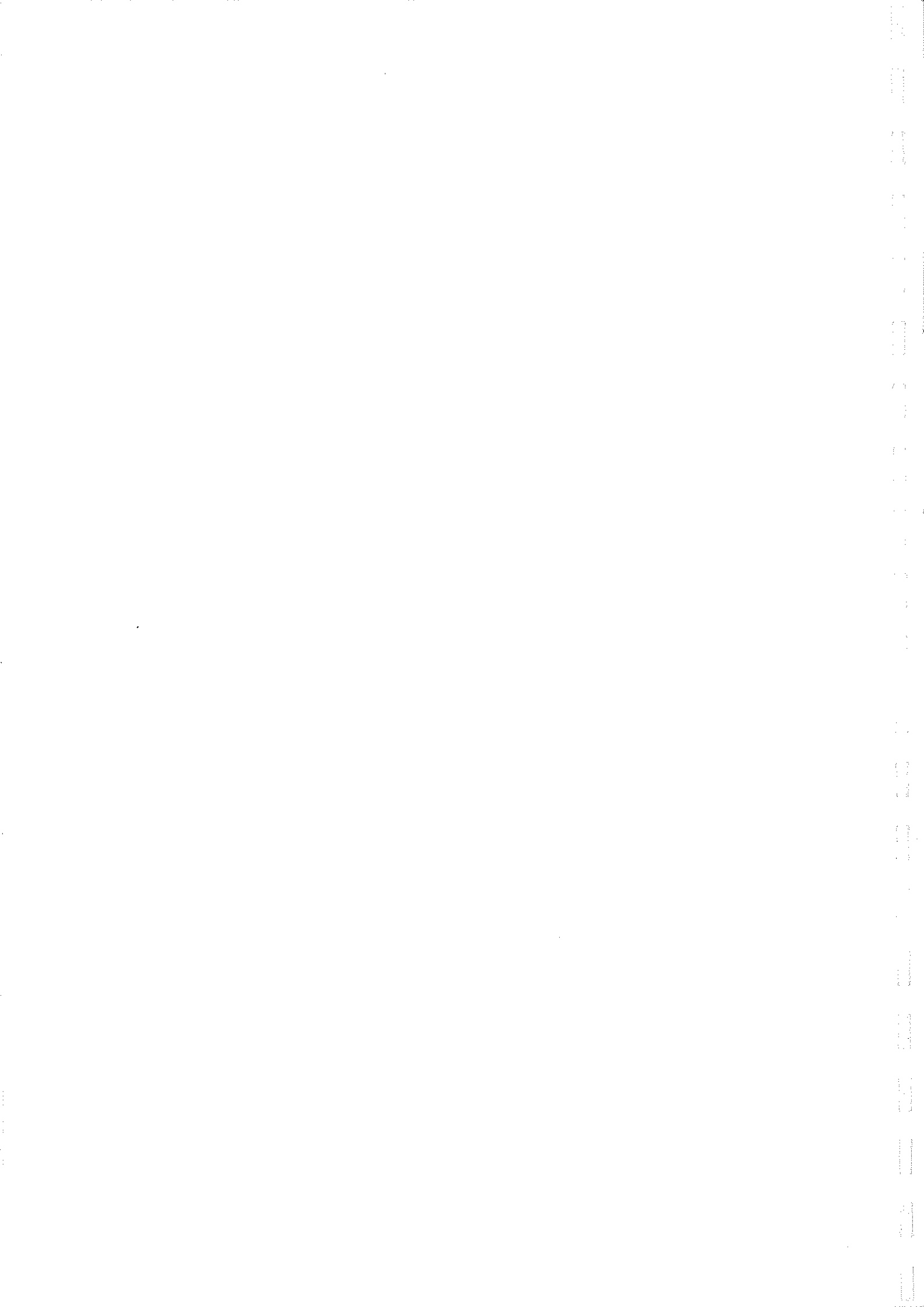
water electricity gas telephone television or radio services, telecommunications, internet, broadband services or the disposal of foul or surface water or other services.

"Service Installations"

means sewers channels drains pipes watercourses wires cables soakaways manholes and any other conducting media and apparatus for the supply of Services.

"Statutory Agreement"

means any agreement that is made or to be made under one or more of section 38 and/or 278 Highways Act 1980 or Section 104 Water Industry Act 1991 or under the Gas Act 1980, the Water Act 1989 or any statutory provisions with a similar purpose or any agreement with a local water authority, the Environment Agency,

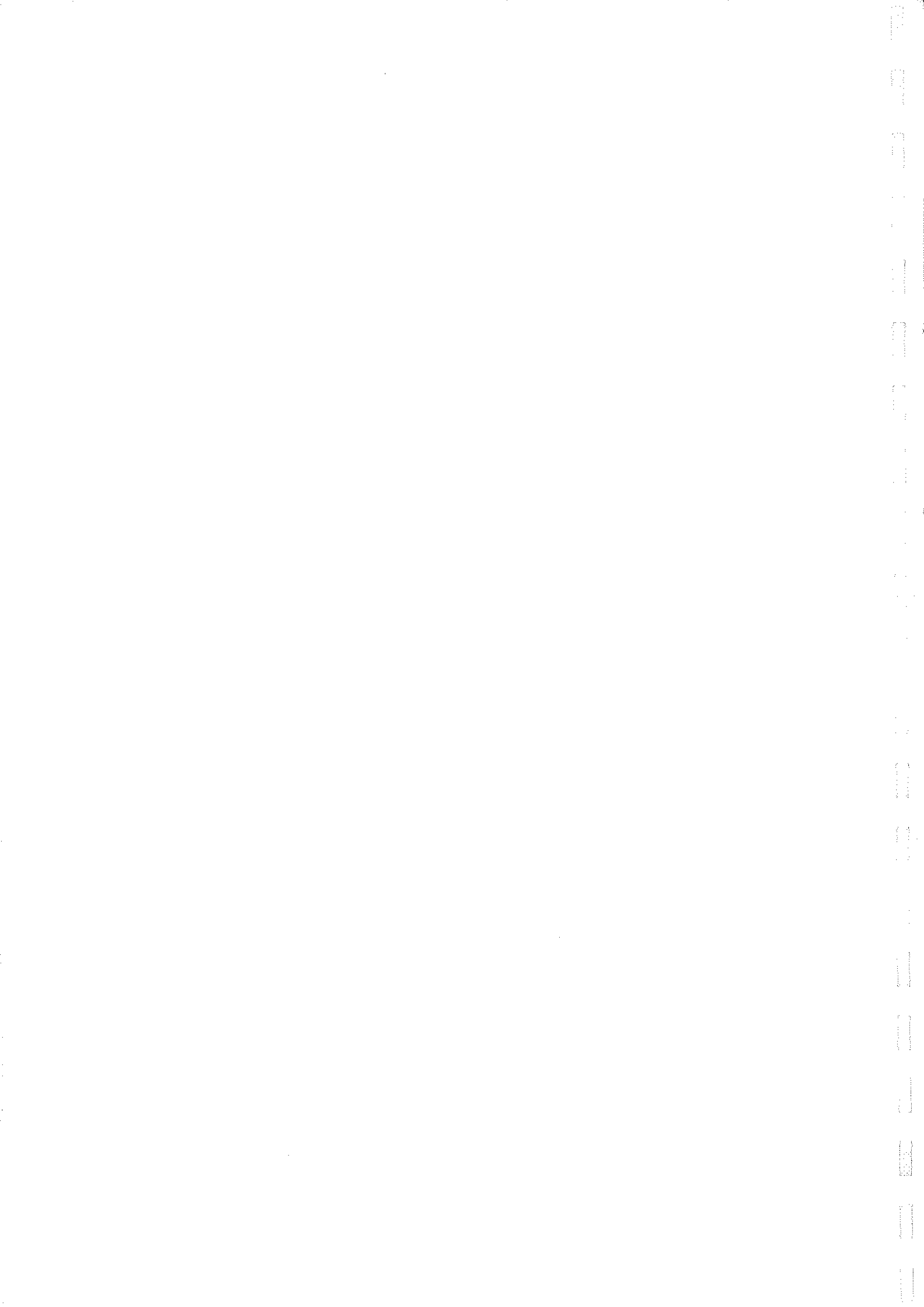


an internal drainage board or other appropriate authority about water supply to and drainage of foul and surface water and effluent from the Estate or any other agreement with a competent authority or body relating to other services for the benefit or access to and from the Estate.

“Unbuilt Land”

means such area(s) of the Retained Land (or the Property as applicable) which are not built upon apart from Estate Roads and Footways

- 1.2 References to the owners of the Property are to the Transferee and its successors in title to the Property and references to the owners of the Retained Land are to the Transferor and its successors in title to the Retained Land.
- 1.3 References to the Transferor and Transferee include their successors in title.
- 1.4 References to the Property include the whole and every part of the Property and references to the Retained Land include the whole and every part of the Retained Land.
- 1.5 References to clauses or to a Schedule are to clauses set out in this Panel 12 and Schedules attached to this Transfer unless the reference is to a clause in another deed or document.
- 1.6 Obligations expressed to be made or assumed by a party comprising more than one person are made and are to be construed as made by all such persons jointly and severally.
- 1.7 Words denoting one gender include the other genders and words denoting persons include firms and corporations and vice versa.
- 1.8 Words importing the singular number include the plural and vice versa.
- 1.9 Clause headings are not to affect interpretation.
- 1.10 Any obligation on any party not to do or omit to do anything includes an obligation not to allow that thing to be done or omitted to be done by any employee servant agent consultant or other person acting on that party's behalf.
2. **Rights granted for the benefit of the Property**
 - 2.1 The transfer is made together with the following rights to be hereby granted to the Transferee over the Retained Land for the benefit of the Property:-
 - 2.1.1 **Services** - the right in common with the owners of the Retained Land and those authorised by them to connect to and use any Service Installations in, on, under or over the Retained Land for the passage of Services to and from the Property.
 - 2.1.2 **New services** - the right in common with the owners of the Retained Land and those authorised by them to install and use new Service Installations under those parts of the Retained Land comprising Estate Roads and Footways or such other parts allocated or designed to accommodate Service Installations for the passage of Services to and from the Property.
 - 2.1.3 **Right of way** - The free and uninterrupted right for the Transferee and all persons authorised by the Transferee in common with the Transferor and all others having the like rights or to whom like rights may be granted to pass at all times and for all purposes in connection with the use and occupation of the Property with or without vehicles as appropriate over such parts of the relevant Estate Roads and Footways necessary to gain access to and egress from the Property to the adopted highway.
 - 2.1.4 **Signs and CCTV** - the right for the owners of the Property and those authorised by them to enter on to the Unbuilt Land to install construct and erect and thereafter use maintain repair replace and renew signs and CCTV cameras and



associated equipment in such locations as shall be agreed by the Transferor and Transferee (acting reasonably at all times).

2.1.5 **Entry** - the right for the owners of the Property and those authorised by them to enter and remain upon so much as is necessary of the Retained Land (excluding land comprising residential dwellings and their immediate curtilages garages, parking spaces, private drives or forecourts) on reasonable prior notice (except in case of emergency) with or without vehicles, workmen, plant and equipment:

2.1.5.1 to inspect, repair, maintain, replace, renew and/or clean any Service Installations or Signs and CCTV equipment over which rights are granted by this Transfer;

2.1.5.2 to connect to and sever connections with any Service Installations;

2.1.5.3 to lay further Service Installations and apparatus in accordance with the rights granted in clause 2.1.2;

2.1.5.4 to repair, maintain, decorate, replace, renew and clean any buildings or fences on the Property or boundary fences or party walls between the Retained Land and the Property where it is not otherwise practicable to do so; and

2.1.5.5 to carry out any repairs or works to the Estate Roads and Footways or to the Service Installations in accordance with Clause 6.2.

2.1.6 **Support** - the right of support for the Property and any buildings on it from the Retained Land and any buildings on it as exists at the date of this transfer.

2.1.7 **Building** – subject to the restrictive covenant in Clause 4 of this Transfer the right to build new buildings upon and to rebuild, extend, alter or carry out any other works to any buildings from time to time on the Property.

2.2 The rights of entry granted by clause 2.1 are subject to the Transferee or other person exercising such right:

2.2.1 causing as little inconvenience as reasonably practicable to the Transferor or other owner and/or occupier of any land and/or buildings so affected in the exercise of these rights;

2.2.2 complying with all statutory requirements and obligations in relation to the rights of entry and the carrying out of any works;

2.2.3 making good as soon as reasonably practicable any physical damage caused to the Retained Land and any buildings from time to time on it to the reasonable satisfaction of the Transferor or the owner and/or occupier of any land and/or buildings so affected.

3. **Rights Reserved**

3.1 The following rights are reserved over the Property for the benefit of the Retained Land:

3.1.1 **Services** – the right to the free and uninterrupted passage and running of Services through the Service Installations that are now or may at any time be constructed or laid in on under or over the Property.

3.1.2 **Building** – the right to build or rebuild or alter any part of the Estate (excluding the Property) and otherwise deal with it STRICTLY PROVIDED that this shall not materially affect the Permitted Use of or access to the Property.

3.1.3 **Connect** – the right to connect into any roads, footpaths and Service Installations on or to be constructed on the Property.

3.1.4 **Construct** – the right to lay or construct Service Installations and/or roads/footpaths on such parts of the Property and in such positions as shall be

0
1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51
52
53
54
55
56
57
58
59
60
61
62
63
64
65
66
67
68
69
70
71
72
73
74
75
76
77
78
79
80
81
82
83
84
85
86
87
88
89
90
91
92
93
94
95
96
97
98
99

approved in advance in writing by the Transferee (such approval not to be unreasonably withheld or delayed and both parties acting reasonably) so as to enable roads and/or footways crossing the Retained Land to be connected to the roads and/or footways proposed for adoption.

3.1.5 **Maintenance** – until such time as the Estate Roads and Footways are adopted as maintainable at the public expense the right to enter such parts of the Property as shall be approved in advance in writing by the Transferee (such approval not to be unreasonably withheld or delayed and both parties acting reasonably) for the purposes of inspecting, cleaning, repairing, maintaining, reinstating and renewing any Service Installations located in through or under the Estate Roads and Footways and/or any Estate Roads and Footways which are used in connection with and/or which serve the Retained Land including those constructed under 3.1.4 (if any) STRICTLY PROVIDED the Transferor (or those authorised by him) shall have full regard for the safety of the staff and public using the facilities at the Property at all times.

3.1.6 **Diversion** – upon reasonable prior written notice the right to divert or alter or realign the course and/or route of any Service Installations or Estate Roads and Footways serving the Property without any payment or compensation STRICTLY PROVIDED that any such diversion, alteration or realignment shall not materially adversely affect or prevent the use functionality or enjoyment of the Property for any of the Permitted Uses and provided further that during the course of such diversion, alteration or realignment, the provision of Services to the Property shall not be interrupted during working hours except with the written agreement of the Transferee (not to be unreasonably withheld) and alternative interim access to the Property from the nearest highway maintainable at public expense which shall be no less commodious shall be provided.

3.2 The rights of entry reserved by clause 3.1 are subject to the Transferor wishing to exercise such right:

3.2.1 Providing 40 working days' written notice (except in case of emergency when no notice shall be required) to the Transferee of the proposed works to be carried out at the Property and/or the access required to the Property and such proposed works and/or access must be agreed in writing by the Transferee in advance of any commencement of such works/access;

3.2.2 first obtaining any consents (including the consent of the Transferee) required for the installation of or connection to any Service Installation or roads footways or other accessways;

3.2.3 complying with any requirements that the Transferee may reasonably require in order to safeguard the safe and/or efficient operation of the railway platform (if any) car park and/or any other facilities to be constructed on the Property including (but not limited to) the requirement that the Transferee (or a person or body appointed by the Transferee) must supervise all works in relation to Services and/or Service Installations carried out at the Property and the Transferor must safeguard the safety of the staff and public using such facilities at the Property at all times;

3.2.4 causing as little inconvenience as reasonably practicable to the Transferee and the occupiers of and staff and visitors to the Property in the exercise of these rights including (but not limited to) carrying out any works permitted under clause 3.1 as expeditiously as reasonably practicable;

3.2.5 complying with any statutory requirements and obligations in relation to such rights of entry and the carrying out of any works; and

3.2.6 making good as soon as reasonably practicable all damage caused to the Property and any buildings from time to time on it to the reasonable satisfaction of the Transferee or the owner and/or occupier of any buildings so affected.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51
52
53
54
55
56
57
58
59
60
61
62
63
64
65
66
67
68
69
70
71
72
73
74
75
76
77
78
79
80
81
82
83
84
85
86
87
88
89
90
91
92
93
94
95
96
97
98
99
100

4. **Restrictive Covenants by the Transferee**

The Transferee hereby covenants with the Transferor by way of personal covenant for the benefit of the Transferor named in Panel 5 of this Transfer only that it will not use the Property for any use other than the Permitted Use.

5. **Positive Covenants by the Transferee**

None.

6. **Transferor's Covenants**

6.1 The Transferor hereby covenants with the Transferee and its successors in title that the Transferor will at its own cost ensuring no cost is passed to the Transferee by increased utility costs or otherwise as soon as reasonably practicable [but in any event within a period of [] of the date of this Transfer] and strictly in accordance with Clause 3.2 should access to or works be required on or at the Property:-

6.1.1 construct and make up the roads and footways and adjacent verges on the Estate serving or used in connection with the Property and intended for public use to provide access and egress with or without vehicles to the adopted highway in a proper and workmanlike manner and will kerb, drain and light, mark and complete the same according to the requirements of the appropriate highway authority and will maintain review and repair such roads footpaths and verges within the Estate until the same are adopted and taken over by the appropriate highway authority and will at all times hereafter indemnify the Transferee from and against all costs charges claims and demands in respect of the making up, maintenance, renewal, repair and adoption of such roads and footways and adjacent verges except to the extent that the same shall arise out of or in consequence of neglect, default or liability of the Transferee and shall procure that such roads and footways and adjacent verges are adopted and maintainable at public expense as soon as reasonably possible (provided that the Transferee shall either make good any specific damage it or its agents cause to the Estate Roads and Footways and adjacent verges or pay the reasonable costs of repairing such specific damage it causes and contributes a fair proportion according to use of the cost of cleaning, maintaining, repairing and reinstating all such Estate Roads and Footways until the same are adopted).

6.1.2 construct and make up the Service Installations on the Estate serving or used in connection with the Property to a capacity sufficient for the Permitted Use (of the Property) in a proper and workmanlike manner and will complete the same according to the requirements of the appropriate authority or utility company and will maintain review and repair such Service Installations until the same are adopted and taken over by the appropriate authority and will at all times hereafter indemnify the Transferee from and against all costs charges claims and demands in respect of the making up maintenance renewal repair and adoption of such Service Installations except to the extent that the same shall arise out of or in consequence of neglect, default or liability of the Transferee and shall procure the adoption of such Service Installations as soon as reasonably possible (provided that the Transferee shall either make good any specific damage it or its agents cause to the Service Installations or pay the reasonable costs of repairing such specific damage it causes and contributes a fair proportion according to use of the cost of cleaning maintaining repairing and reinstating all such Service Installations until the same are adopted).

6.2 If the Transferee has by written notice informed the Transferor that the Estate Roads and Footways (which serve or are used in connection with the Property) or the Service Installations on the Estate (which serve or are used in connection with the Property) are in disrepair and the requisite remedial works have not commenced and are proceeding with all due expedition within one month or such longer period as is reasonable due to the nature and extent of the works, then the Transferee may elect to carry out the work referred to in the notice, and

the costs of and in connection with this shall, without prejudice to any other right or remedy of the Transferee, be repaid by the Transferor to the Transferee on demand (and with interest at the Interest Rate from the date payment was due to the date payment was made.

6.3 The Transferor hereby covenants with the Transferee not to obstruct the Estate Roads and Footways save that:-

6.3.1 parking by owners of houses/flats adjoining the Estate Roads and Footways and/or visitors to such houses/flats shall be permitted so long as such parking does not prevent or unduly restrict vehicular or pedestrian access to the Property via the Estate Roads and Footways; and save that

6.3.2 temporary necessary construction works on the Estate shall be permitted so long as such works do not prevent or unduly restrict vehicular or pedestrian access to the Property via the Estate Roads and Footways

AND STRICTLY PROVIDED that none of the above shall detrimentally affect the use functionality or enjoyment of the Property for the Permitted Use nor shall it prevent full vehicular and pedestrian access thereto.

6.4 The Transferor hereby covenants with the Transferee not to make any disposition of those parts of the Retained Land that have located on through or under them any Estate Roads and Footways or Service Installations that serve the Property other than by way of a Permitted Disposal without first procuring a deed of covenant from the disponee in favour of the Transferee in such form as the Transferee may reasonably require in which the disponee covenants to observe the covenants in clause 6.1 of this Transfer and such deed of covenant shall be delivered to the Transferee within 10 working days of it being dated and completed.

7. **Agreements and declarations**

The parties to this Transfer do not intend that any of the terms of this Transfer will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it.

8. **Option**

8.1 If:-

8.1.1 no Permitted Use facilities have been constructed on or at the Property and no contract for the construction of the same has been let [within five (5) years of the final Rail Contribution (as defined in Schedule 4 of the Section 106 Agreement) having been paid to the Transferee under the terms of Schedule 4 of the Section 106 Agreement]; or

8.1.2 if having commenced, the Permitted Use ceases in its entirety (other than on a temporary basis for the purposes of refurbishment or rebuilding not exceeding two years per period of closure or such longer period as may be reasonable in circumstances where the Transferee can demonstrate an intention to continue or resume the Permitted Use)

then the Transferor shall have the right to purchase the whole Property (not part only) for £1 and the parties hereto agree to the registration of a Land Registry agreed notice in form AN1 against the Transferee's registered title in respect of the above option.

8.2 The Option shall be exercised in the following manner:-

8.2.1 The Transferee shall serve notice in writing on the Transferor advising that one of the circumstances in either 8.1.1 or 8.1.2 has occurred;

8.2.2 If the Transferor wishes to exercise the option it shall serve notice in writing to that effect on the Transferee within 20 working days of the date of the Transferee's above written notice;

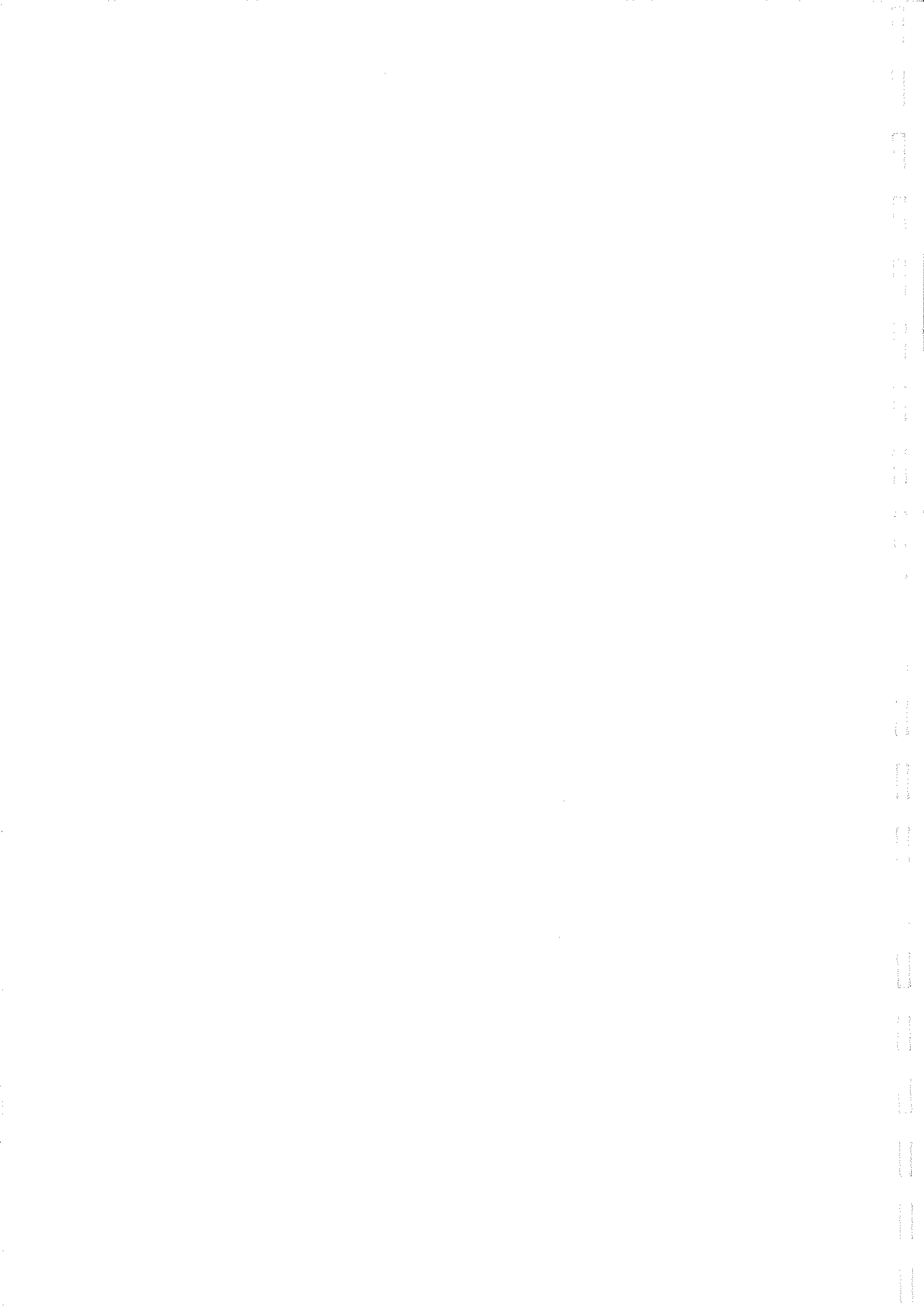
8.2.3 If the Transferor wishes to exercise the option then the provisions of clause 8.3 apply;

- 8.2.4 If the Transferor does not wish to exercise the option or does not respond to the Transferee's notice within 20 working days of the date of such notice then the Transferor shall within a further 20 working days enter into a deed of release in such form as shall be agreed between the parties (both parties acting reasonably in this respect) to release the restrictive covenant relating to the Permitted Use and the Transferee shall be free to use the Property for any other purpose whatsoever or dispose of the same.
- 8.3 Upon service of notice in accordance with clause 0 of this Transfer the Part 1 Conditions shall be incorporated into the transfer (the Transferor herein defined being the buyer and the Transferee being the seller for the purposes of the Part 1 Conditions in relation to such transfer) in so far as they:
- 8.3.1 apply to a sale by private treaty;
 - 8.3.2 relate to freehold property; and
 - 8.3.3 are not inconsistent with the other clauses in the transfer.
- 8.4 The Part 2 Conditions shall not be incorporated into the transfer.
- 8.5 The following Conditions shall not be incorporated into the transfer:-
- Condition 1.1.4(a), 1.3.3(b) and 1.4.3;
 - Condition 2.1, 2.2 and 2.3;
 - Conditions 3.1.3;
 - Condition 4;
 - Condition 6.4.2;
 - Condition 8.1 shall be amended so as to read "Completion date is 20 working days after the date of service of the Transferor's notice referred to in clause 17.2.2.2"; and
 - Conditions 9.3 to 9.6 inclusive and Conditions 10 to 12 inclusive.

13 Execution

SIGNED as a DEED by)
 [])
 In the presence of)
 Name)
 Address)
 Occupation)

SIGNED as a DEED by)
 [])
 In the presence of)
 Name)
 Address)
 Occupation)



Executed as a deed by affixing)
the common seal of)
Devon County Council in the presence of:)

WARNING

If you dishonestly enter information or make a statement that you know is, or might be, untrue or misleading, and intend by doing so to make a gain for yourself or another person, or to cause loss or the risk of loss to another person, you may commit the offence of fraud under section 1 of the Fraud Act 2006, the maximum penalty for which is 10 years' imprisonment or an unlimited fine, or both.

Failure to complete this form with proper care may result in a loss of protection under the Land Registration Act 2002 if, as a result, a mistake is made in the register.

Under section 66 of the Land Registration Act 2002 most documents (including this form) kept by the registrar relating to an application to the registrar or referred to in the register are open to public inspection and copying. If you believe a document contains prejudicial information, you may apply for that part of the document to be made exempt using Form EX1, under rule 136 of the Land Registration Rules 2003.

© Crown copyright (ref: LR/HO) 10/12

Land Registry
Transfer of part of registered title(s)

TP1

If you need more room than is provided for in a panel, and your software allows, you can expand any panel in the form. Alternatively use continuation sheet CS and attach it to this form.

Leave blank if not yet registered.

When application for registration is made these title number(s) should be entered in panel 2 of Form AP1.

Insert address, including postcode (if any), or other description of the property transferred. Any physical exclusions, such as mines and minerals, should be defined.

Place 'X' in the appropriate box and complete the statement.

For example 'edged red'.

For example 'edged and numbered 1 in blue'.

Any plan lodged must be signed by the transferor.

Give full name(s).

Complete as appropriate where the transferor is a company.

Give full name(s).

Complete as appropriate where the transferee is a company. Also, for an overseas company, unless an arrangement with Land Registry exists, lodge either a certificate in Form 7 in Schedule 3 to the Land Registration Rules 2003 or a certified copy of the constitution in English or Welsh, or other evidence permitted by rule 183 of the Land Registration Rules 2003.

Each transferee may give up to three addresses for service, one of which must be a postal address whether or not in the UK (including the postcode, if any). The others can be any combination of a postal address, a UK DX box number or an electronic address.

1	Title number(s) out of which the property is transferred: DN482318
2	Other title number(s) against which matters contained in this transfer are to be registered or noted, if any:
3	<p>Property: Land on the east side of Martins Cottage, Callington Road, Tavistock (PL19 8HP)</p> <p>The property is identified</p> <p><input checked="" type="checkbox"/> on the attached plan and shown: Edged red.</p> <p><input type="checkbox"/> on the title plan(s) of the above titles and shown:</p>
4	Date:
5	<p>Transferor: THE REGISTERED PROPRIETOR FOR THE TIME BEING '</p> <p><u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix:</p> <p><u>For overseas companies</u> (a) Territory of incorporation:</p> <p>(b) Registered number in the United Kingdom including any prefix:</p>
6	<p>Transferee for entry in the register: DEVON COUNTY COUNCIL</p> <p><u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix:</p> <p><u>For overseas companies</u> (a) Territory of incorporation:</p> <p>(b) Registered number in the United Kingdom including any prefix:</p>
7	<p>Transferee's intended address(es) for service for entry in the register: Devon County Council, Legal Dept, County Hall, Topsham Road, Exeter, Devon, EX2 4QD.</p>

Place 'X' in the appropriate box. State the currency unit if other than sterling. If none of the boxes apply, insert an appropriate memorandum in panel 12.

Place 'X' in any box that applies.

Add any modifications.

Where the transferee is more than one person, place 'X' in the appropriate box.

Complete as necessary.

The registrar will enter a Form A restriction in the register *unless*:

- an 'X' is placed:
 - in the first box, or
 - in the third box and the details of the trust or of the trust instrument show that the transferees are to hold the property on trust for themselves alone as joint tenants, or
- it is clear from completion of a form JO lodged with this application that the transferees are to hold the property on trust for themselves alone as joint tenants.

Please refer to Land Registry's Public Guide 18 – *Joint property ownership* and Practice Guide 24 – *Private trusts of land* for further guidance. These guides are available on our website www.landregistry.gov.uk

Use this panel for:

- definitions of terms not defined above
- rights granted or reserved
- restrictive covenants
- other covenants
- agreements and declarations
- any required or permitted statements
- other agreed provisions.

The prescribed subheadings may be added to, amended, repositioned or omitted.

Any other land affected by rights granted or reserved or by restrictive covenants should be defined by reference to a plan.

8 The transferor transfers the property to the transferee

9 Consideration

The transferor has received from the transferee for the property the following sum (in words and figures): One Pound (£1).

The transfer is not for money or anything that has a monetary value

Insert other receipt as appropriate:

10 The transferor transfers with

full title guarantee

limited title guarantee

11 Declaration of trust. The transferee is more than one person and

they are to hold the property on trust for themselves as joint tenants

they are to hold the property on trust for themselves as tenants in common in equal shares

they are to hold the property on trust:

12 Additional provisions

12.1 Definitions

"Conducting Media" means pipes sewers drains mains ducts conduits water courses wires cables channels flues and all other conducting media including fixings louvres valves and any other ancillary apparatus now installed or to be constructed which are in on under or which serve the Property

"Covenants" means the restrictive and positive covenants set out in this Transfer

"Deed of Covenant" means a deed of covenant in favour of the Transferor containing:

- (a) covenants in the same terms as the Covenants; and

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51
52
53
54
55
56
57
58
59
60
61
62
63
64
65
66
67
68
69
70
71
72
73
74
75
76
77
78
79
80
81
82
83
84
85
86
87
88
89
90
91
92
93
94
95
96
97
98
99
100

- (b) an obligation to register against the disponee's title a restriction in the same form as that contained in clause 17.3.2 of this Transfer

"Development" means the land contained in title number DN482318 at the date of this transfer but excluding the Property

"Disposal" means any transfer, assignment, underletting, assent or charge of the Property or any part of it (except a letting of part of the Property for the provision of pre-school facilities) in accordance with the Permitted Use

"Estate Roads" means such estate roads and footpaths and footway/cycleways constructed on the Development which are intended for public use so long as the same remain un-adopted and are not maintainable at public expense and are not intended to comprise part of the curtilage of individual premises and be exclusive thereto

"Interest Rate" means 4% above the Bank of England Base Rate calculated on a day to day basis

"Option" means the Transferor's option to purchase the Property in accordance with clause 17.3

"Part 1 Conditions" means the conditions in Part 1 of the Standard Commercial Property Conditions (Second Edition)

"Part 2 Conditions" means the conditions in Part 1 of the Standard Commercial Property Conditions (Second Edition)

"Permitted Disposal" means the transfer of the Development or any part or parts of it:-

- (a) to a local authority or other statutory body or a management company pursuant to a planning, statutory or road dedication obligation;
- (b) to a transferee or lessee (which expression shall include an investor) of a completed individual residential dwelling (or residential dwellings), its immediate curtilage and garage, parking space, private drive or forecourt sold therewith (but not including any additional land capable of development as a separate dwelling or for some other purpose);
- (c) to a statutory body or service supply company of an electricity substation, gas governor, pumping station, water pumping station, balancing pond or other statutory services which have been or are to be constructed or installed on the Development (including the grant of rights to such statutory body or service supply company);
- (d) to a management company managing any land to the extent that the land so disposed of is required for such management including but not limited to unadoptable estate roads and paths, land dedicated for use as public open space and other land used for the provision of estate infrastructure and facilities and which is not adopted but which will require maintenance in the future at the cost of the residents who benefit from it;
- (e) to a registered provider as defined in the Housing and Regeneration Act 2008 or to any other affordable housing provider in relation to land to be transferred to such provider for the provision of affordable housing;
- (f) as the freehold reversion expectant upon leases of

completed residential dwellings;

- (g) as a garage or garages erected or to be erected underneath an apartment or apartments;

"Permitted Use" means use as a primary school or other such institution for primary and pre-school education and all ancillary uses considered appropriate by the relevant education provider running the school from time to time (which Permitted Use is also to include (but not exhaustively) pre-school facilities; childcare provision for children and young people of statutory school age such as for breakfast, after school or holiday play schemes and use of the Property for any community purposes outside of normal school hours days and terms)

"Property" means the land hereby transferred

"School Opening Hours" means the hours between 7.00am and 6.00pm Mondays to Fridays excluding the usual school holidays

"Services" means water sewage electricity gas telephone and other services or supplies

12.2 Interpretation

In this Transfer where the context requires:-

12.2.1 Words importing the singular include the plural and vice versa

12.2.2 Words importing the masculine include the feminine and neuter and vice versa

12.2.3 Where a party consists of more than one person the covenants and obligations of that party shall take effect as joint and several covenants and obligations

12.2.4 References to any statutes or statutory instruments include any statute or statutory instrument amending, consolidating or replacing them respectively from time to time in force, and references to a statute include statutory instruments and regulations made pursuant to it

12.2.5 The clause headings shall not in any way affect the construction of this Transfer

12.2.6 The expressions the '**Transferor**' and the '**Transferee**' include their respective successors in title

13. Rights granted for the benefit of the property

The following rights are hereby granted to the Transferee and all those authorised or invited by the Transferee for the benefit of the Property and every part thereof capable of being benefited:

13.1 The right to pass and repass to and from the Property at all times with or without vehicles over and along the Estate Roads subject to the right for the Transferor to vary the route of the roads within the Development (strictly provided that such variation shall not materially affect the Transferee's use and enjoyment of and access to the Property) provided that in carrying out any works to vary the route of the Estate Roads the Transferor or the Transferor's successors in title (as the case may be) shall give the Transferee prior written notice of such variation and shall use reasonable endeavours to minimise the interruption to the exercise of these rights during the course of any such works and shall not carry out any such interruptions during the School Opening Hours without providing essential alternative and emergency access for the duration thereof

13.2 Until adoption by the relevant statutory undertaker

Any other land affected should be defined by reference to a plan and the title numbers referred to in panel 2.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51
52
53
54
55
56
57
58
59
60
61
62
63
64
65
66
67
68
69
70
71
72
73
74
75
76
77
78
79
80
81
82
83
84
85
86
87
88
89
90
91
92
93
94
95
96
97
98
99
100

the right to the free and uninterrupted passage and running (subject to temporary interruption for a reasonable period of time for necessary repair alteration or replacement provided that no such interruption shall be during School Opening Hours unless due to emergency) of the Services to and from the Property in and through the Conducting Media that serve the Property which are now or may in the future be laid in on under or over the Development

13.3 The right at reasonable times to enter onto and undertake all necessary works to the Estate Roads for the purposes of connecting the Conducting Media laid within the Property to the Conducting Media within the Estate Roads and laid elsewhere within the Development (if so relevant) and thereafter to maintain repair clean and renew the said connections until adoption by the relevant statutory undertaker

PROVIDED that the exercise of such above rights in clause 13.3 shall be subject to the following conditions:

13.3.1 before exercising such rights the Transferee is to give the Transferor not less than 10 working days written notice specifying the purpose for which entry is required (save in the case of emergency) ;

13.3.2 the Transferee requires the prior approval in writing of the Transferor for the works to be carried out on the Development (such approval not to be unreasonably withheld or delayed);

13.3.3 in exercising any such right the Transferee is to execute all work at its own expense, in a good and workmanlike manner, with good and suitable materials, complying with good building practice and in accordance with requisite statutory consents and the requirements of competent authorities;

13.3.4 in carrying out the work the Transferee is to act with due diligence, cause as little disturbance, damage and inconvenience as reasonably possible and shall as soon as practicable make good to the Transferor's reasonable and proper satisfaction all damage to the Development thereby caused; and

13.3.5 the Transferee is to keep the Transferor and all persons deriving title under it indemnified against all claims, liability and costs sustained or incurred from the exercise of the rights granted by the above clauses 13.1 to 13.3 inclusive

13.4 The right to support enjoyed at the date of this transfer by those parts of the Property adjoining or abutting the Development.

13.5 If the Transferee has by written notice informed the Transferor that the Estate Roads (which serve or are used in connection with the Property) or the Conducting Media on the Development (which serve or are used in connection with the Property) are in disrepair and the requisite remedial works have not commenced and are proceeding with all due expedition within one month or such longer period as is reasonable due to the nature and extent of the works, then the Transferee may elect to carry out the work referred to in the notice, and the reasonable and proper costs of and in connection with this shall, without prejudice to any other right or remedy of the Transferee, be repaid by the Transferor to the Transferee on demand.

Any other land affected should be defined by reference to a plan and the title numbers referred to in panel 2.

14. Rights reserved for the benefit of other land

The following rights are hereby reserved to the Transferor for the benefit of the Development and every part thereof capable of being so benefited:

0
1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51
52
53
54
55
56
57
58
59
60
61
62
63
64
65
66
67
68
69
70
71
72
73
74
75
76
77
78
79
80
81
82
83
84
85
86
87
88
89
90
91
92
93
94
95
96
97
98
99

14.1 The right to the free and uninterrupted passage and running of the Services from and to other parts of the Development in and through the Conducting Media which are now or may in the future be in on under or over the Property

14.2 The right to connect into Conducting Media upon in or under such parts of the Property as are not then built upon

14.3 The right for the Transferor and all authorised persons at all reasonable times (giving not less than 20 working days prior written notice except in the case of emergency) to enter the Property for the purpose of:

14.3.1 exercising the rights granted by clauses 14.1 and 14.2 above;

14.3.2 maintaining repairing cleaning connecting into and renewing the Conducting Media now or in the future in on or under the Development or any adjoining or neighbouring land or building;

14.3.3 repairing rebuilding carrying out works or alterations to the Development or any adjoining or neighbouring land or building where such works cannot otherwise be carried out; and

14.3.4 performing any act deed or thing which the Transferor may or must do under this Transfer

STRICTLY PROVIDED that the Transferor or persons exercising such rights shall cause as little inconvenience as reasonably possible and shall as soon as practicable make good any damage to the Property thereby caused to the reasonable and proper satisfaction of the Transferee and PROVIDED FURTHER that the Transferor or other person exercising such rights shall comply with any reasonable requirements of the Transferee having regard to the use of the Property for the Permitted Use and having full regard to the safety of all pupils staff and visitors at the Property at all times

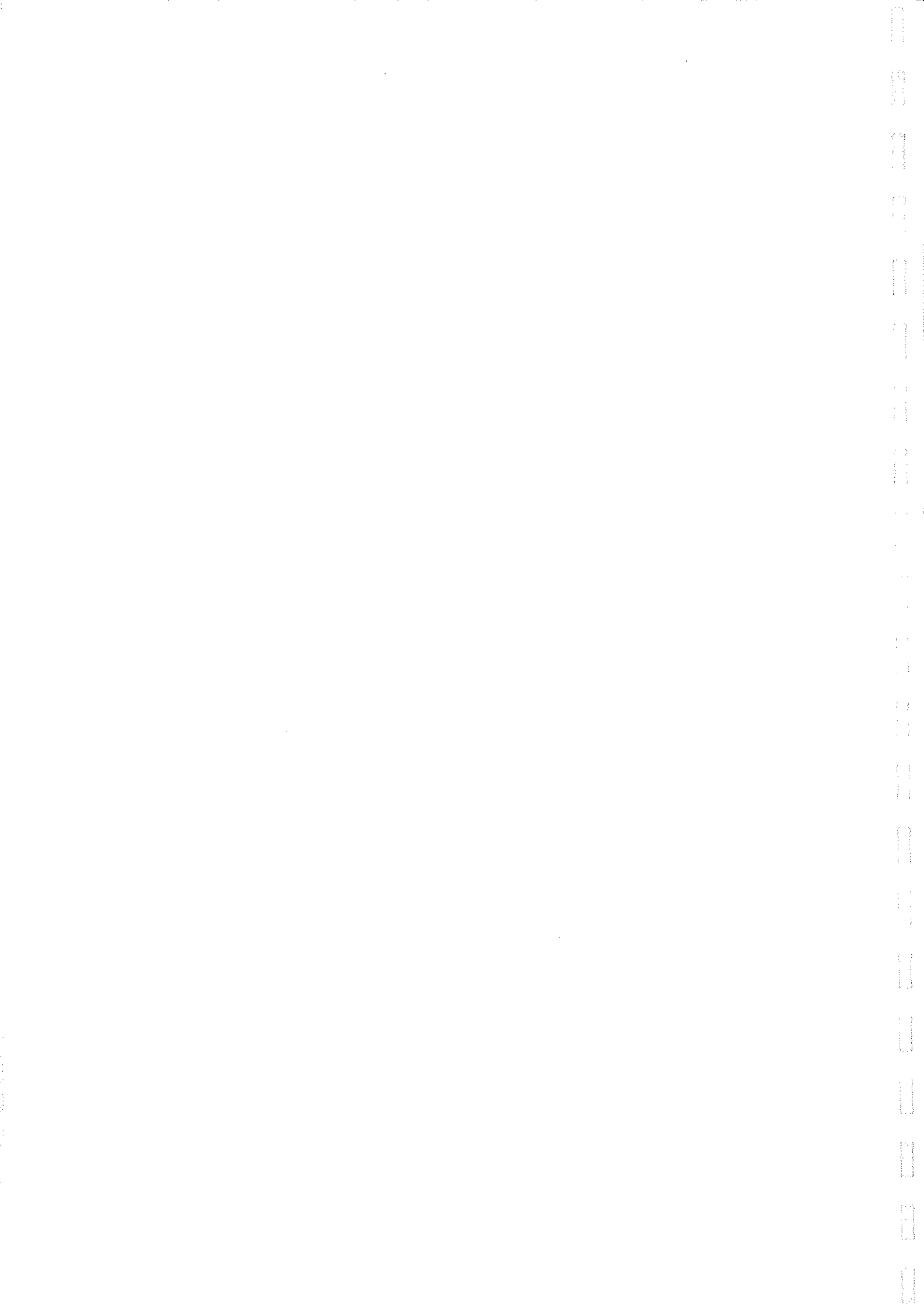
14.4 The right to support enjoyed at the date of this transfer by the adjoining or neighbouring parts of the Development over the Property

14.5 The right upon reasonable prior written notice the right to divert or alter or realign the course and/or route of any Conducting Media or Estate Roads serving the Property without any payment or compensation PROVIDED that any such diversion, alteration or realignment shall not materially adversely affect or prevent the use functionality or enjoyment of the Property for the Permitted Use and provided further that during the course of such diversion, alteration or realignment, the provision of Services to the Property shall not be interrupted during School Opening Hours and alternative interim access to the Property from the nearest highway maintainable at public expense which shall be no less commodious shall be provided.

Include words of covenant.

15. Restrictive covenants by the Transferee

15.1 The Transferee hereby covenants with the Transferor by way of personal covenant for the benefit of the Transferor [Bovis Homes Limited] named in Panel 5 of this Transfer only that it will not use the Property for any use other than the Permitted Use



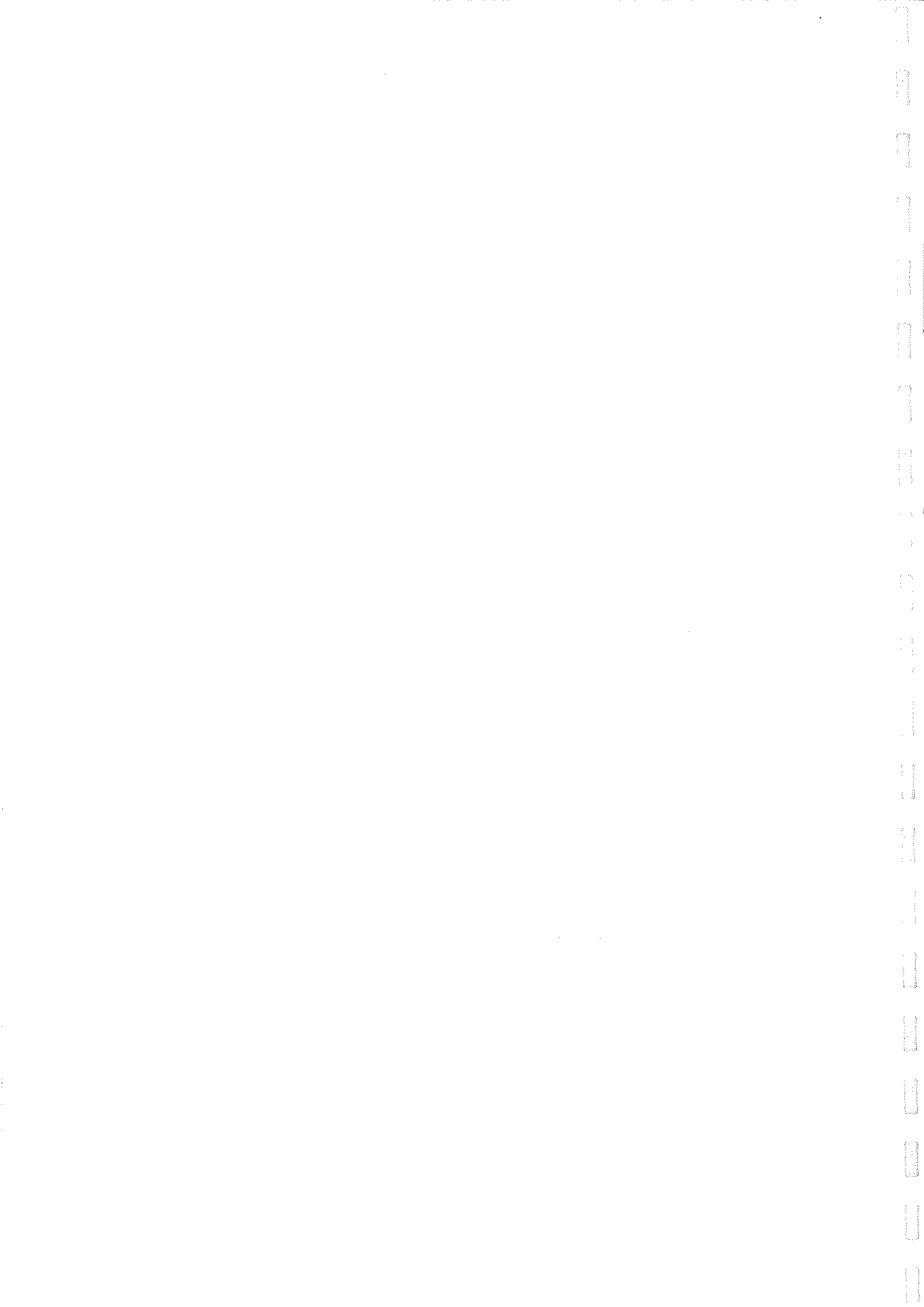
16. Covenants by the Transferor

16.1 The Transferor hereby covenants with the Transferee and its successors in title that the Transferor will at its own cost ensuring no cost is passed to the Transferee by increased utility costs or otherwise as soon as reasonably practicable [but in any event within a period of [] of the date of this Transfer] and strictly in accordance with the provision set out above in Clause 14.3 should access to or works be required on or at the Property:-

16.1.1 construct and make up the roads and footways and adjacent verges on the Development serving or used in connection with the Property and intended for public use to provide access and egress with or without vehicles to the adopted highway in a proper and workmanlike manner and will kerb, drain and light, mark and complete the same according to the requirements of the appropriate highway authority and will maintain review and repair such roads footpaths and verges within the Development until the same are adopted and taken over by the appropriate highway authority and will at all times hereafter indemnify the Transferee from and against all costs charges claims and demands in respect of the making up, maintenance, renewal, repair and adoption of such roads and footways and adjacent verges except to the extent that the same shall arise out of or in consequence of neglect, default or liability of the Transferee and shall procure that such roads and footways and adjacent verges are adopted and maintainable at public expense as soon as reasonably possible (provided that the Transferee shall either make good any specific damage it or its agents cause to the Estate Roads and adjacent verges or pay the reasonable costs of repairing such specific damage it causes and contributes a fair proportion according to use of the cost of cleaning, maintaining, repairing and reinstating all such Estate Roads until the same are adopted).

16.1.2 construct and make up the Service Installations on the Development serving or used in connection with the Property to a capacity sufficient for the Permitted Use (of the Property) in a proper and workmanlike manner and will complete the same according to the requirements of the appropriate authority or utility company and will maintain review and repair such Service Installations until the same are adopted and taken over by the appropriate authority and will at all times hereafter indemnify the Transferee from and against all costs charges claims and demands in respect of the making up maintenance renewal repair and adoption of such Service Installations except to the extent that the same shall arise out of or in consequence of neglect, default or liability of the Transferee and shall procure the adoption of such Service Installations as soon as reasonably possible (provided that the Transferee shall either make good any specific damage it or its agents cause to the Service Installations or pay the reasonable costs of repairing such specific damage it causes and contributes a fair proportion according to use of the cost of cleaning maintaining repairing and reinstating all such Service Installations until the same are adopted).

16.2 If the Transferee has by written notice informed the Transferor that the Estate Roads (which serve or are used in connection with the Property) or the Service Installations on the Development (which serve or are used in connection with the Property) are in disrepair and the requisite remedial works have not commenced and are proceeding with all due expedition within one month or such longer period as is reasonable due to the nature and extent of the works, then the Transferee may elect to carry out the work referred to in the notice, and the costs of and in connection with this shall, without prejudice to any other right or remedy of the Transferee, be repaid by the Transferor to the Transferee on demand



(and with interest at the Interest Rate from the date payment was due to the date payment was made.

16.3 The Transferor hereby covenants with the Transferee not to obstruct the Estate Roads save that:-

16.3.1 parking by owners of houses/flats adjoining the Estate Roads and/or visitors to such houses/flats shall be permitted so long as such parking does not prevent or unduly restrict vehicular or pedestrian access to the Property via the Estate Roads; and save that

16.3.2 temporary necessary construction works on the Development shall be permitted so long as such works do not prevent or unduly restrict vehicular or pedestrian access to the Property via the Estate Roads

AND STRICTLY PROVIDED that none of the above shall detrimentally affect the use functionality or enjoyment of the Property for the Permitted Use nor shall it prevent full vehicular and pedestrian access thereto.

16.4 The Transferor hereby covenants with the Transferee not to make any disposition of those parts of the Development that have located on through or under them any Estate Roads or Service Installations that serve the Property other than by way of a Permitted Disposal without first procuring a deed of covenant from the disponent in favour of the Transferee in such form as the Transferee may reasonably require in which the disponent covenants to observe the covenants in clause 16.1 of this Transfer and such deed of covenant shall be delivered to the Transferee within 10 working days of it being dated and completed

Insert here any required or permitted statements, certificates or applications and any agreed declarations and so on.

17. Other

17.1 Benefit of Covenants

The benefit of the Covenants are personal to the Transferor [Bovis Homes Limited] and do not attach to the Development or any part thereof

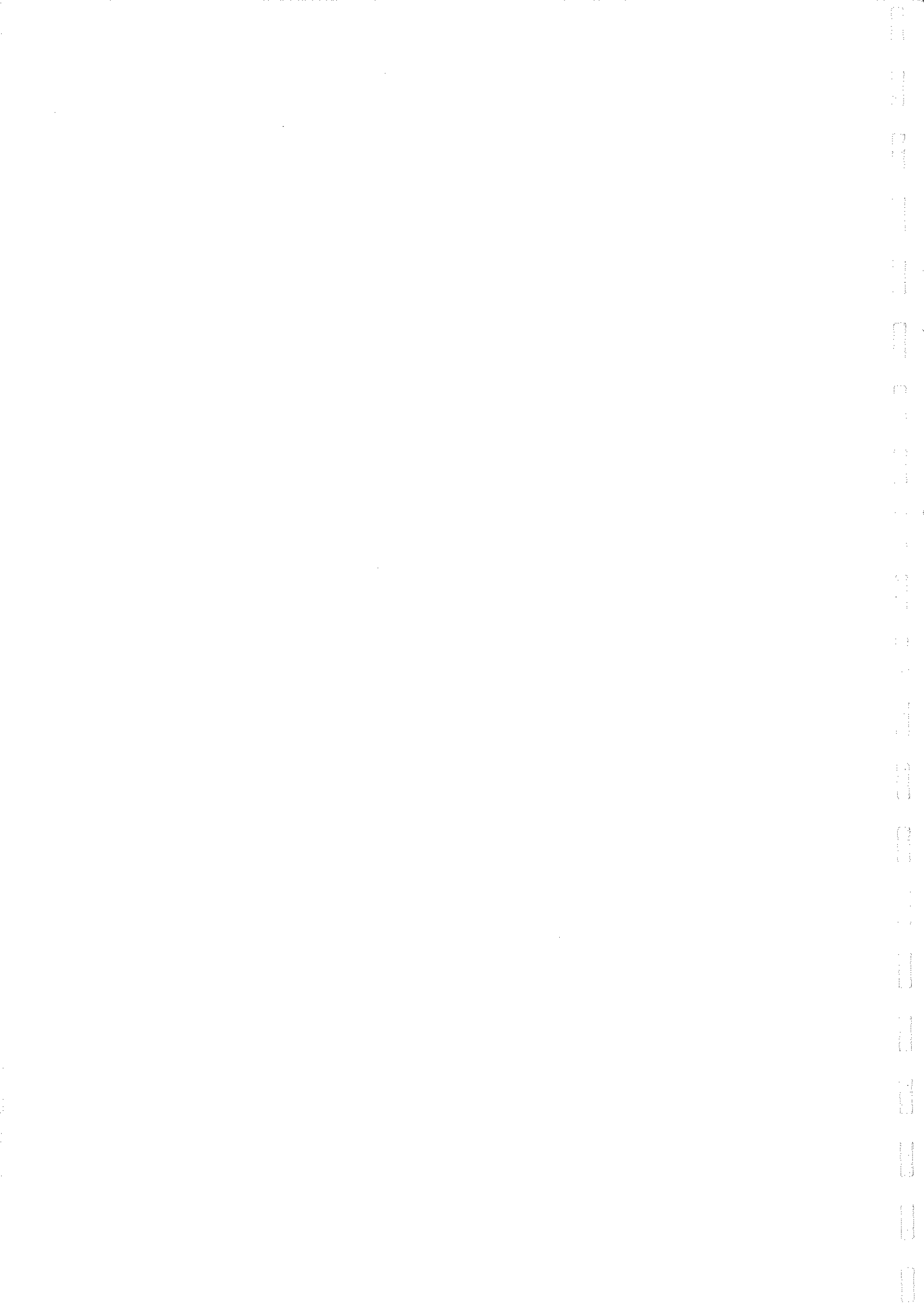
17.2 Option

17.2.1 If:

17.2.1.1 no primary school has been built on the Property and no contract for the construction of the same has been let within ten (10) years of the date of this Transfer]; or

17.2.1.2 if having commenced, the Permitted Use ceases (other than during the usual school holidays or otherwise on a temporary basis for the purposes of refurbishment or rebuilding not exceeding two years per period of closure or such longer period as may be reasonable in circumstances where the Transferee can demonstrate an intention to continue the Permitted Use)

then the Transferor [Bovis Homes Limited] shall have the right to purchase the whole Property (not part only) for £1 and the parties hereto agree to the registration of a Land Registry agreed notice in form AN1 against the Transferee's registered title in respect of the above option



17.2.2 The Option shall be exercised in the following manner:-

- 17.2.2.1 The Transferee shall serve notice in writing on the Transferor advising that one of the circumstances in either 17.2.1.1 or 17.2.1.2 has occurred;
- 17.2.2.2 If the Transferor wishes to exercise the option it shall serve notice in writing to that effect on the Transferee within 20 working days of the date of the Transferee's above written notice
- 17.2.2.3 If the Transferor wishes to exercise the option then the provisions of clause 17.2.3 apply
- 17.2.2.4 If the Transferor does not wish to exercise the option or does not respond to the Transferee's notice within 20 working days of the date of such notice then the Transferor shall within a further 20 working days enter into a deed of release in such form as shall be agreed between the parties (both parties acting reasonably in this respect) to release the restrictive covenant relating to the Permitted Use and the Transferee shall be free to use the Property for any other purpose whatsoever or dispose of the same

17.2.3 Upon service of notice in accordance with clause 17.2.2 of this Transfer the Part 1 Conditions shall be incorporated into the transfer (the Transferor herein defined being the buyer and the Transferee being the seller for the purposes of the Part 1 Conditions in relation to such transfer) in so far as they:

- 17.2.3.3 apply to a sale by private treaty;
- 17.2.3.4 relate to freehold property; and
- 17.2.3.5 are not inconsistent with the other clauses in the transfer

17.2.4 The Part 2 Conditions shall not be incorporated into the transfer

17.2.5 The following Conditions shall not be incorporated into the transfer:

- Condition 1.1.4(a), 1.3.3(b) and 1.4.3;
- Condition 2.1, 2.2 and 2.3;
- Conditions 3.1.3;
- Condition 4;
- Condition 6.4.2;
- Condition 8.1 shall be amended so as to read "Completion date is 20 working days after the date of service of the Transferor's notice referred to in clause 17.2.2.2"; and
- Conditions 9.3 to 9.6 inclusive and Conditions 10 to 12 inclusive.

17.3 Disposals

17.3.1 The Transferee covenants with the Transferor for the benefit of the Transferor named in Panel 5 of this Transfer only not to make any Disposal of the whole or any part of the Property without first procuring that the disponee enters

into a Deed of Covenant with, and supplies the same to, the Transferor upon completion of such Disposal

17.3.2 The Transferee consents to the entry of the following restriction against the Transferee's title to the Property at HM Land Registry following the registration of this Transfer and shall provide the Transferor with all necessary assistance and/or documentation to permit entry of the restriction:

'No disposition of the registered estate (other than a charge) by the proprietor of the registered estate, is to be registered without a certificate signed by [] or their conveyancer that the provisions of Clause 17.3.1 of a Transfer dated day of 201[] have been complied with or that they do not apply to the disposition.'

17.3.3 The Transferee is permitted to transfer or lease the whole or any part of the Property to any of the following:-

- (a) the relevant Secretary of State for Education;
- (b) a proprietor or proposed proprietor of an Academy as defined in the Academies Act 2010 and all other enabling legislation;
- (c) a proprietor of a foundation trust school as defined under the Schools Standards and Framework Act 1998 and the Education & Inspections Act 2006 and all other enabling legislation;
- (d) a successor charitable or public body; or
- (e) any other organisation or person/s concerned with the provision of education

and the Transferor will give the written consent required to satisfy the restriction in clause 17.3.2 in such an event and will provide it within 10 working days of a written request to do so by the Transferee

17.3.4 The Transferee will pay the reasonable costs incurred by the Transferor in giving the consent requested pursuant to paragraph 17.3.3.



The transferor must execute this transfer as a deed using the space opposite. If there is more than one transferor, all must execute. Forms of execution are given in Schedule 9 to the Land Registration Rules 2003. If the transfer contains transferee's covenants or declarations or contains an application by the transferee (such as for a restriction), it must also be executed by the transferee.

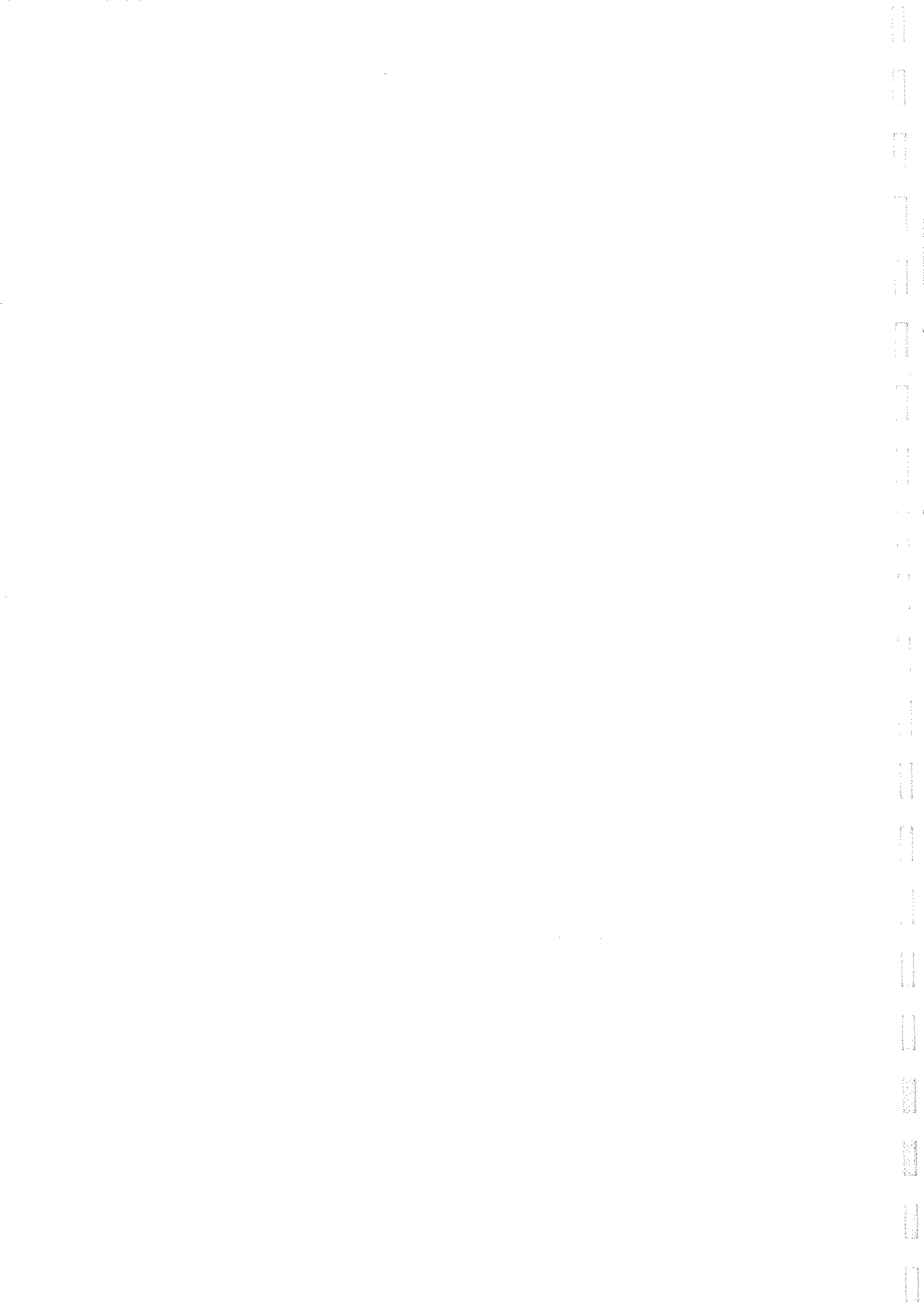
If there is more than one transferee and panel 11 has been completed, each transferee may also execute this transfer to comply with the requirements in section 53(1)(b) of the Law of Property Act 1925 relating to the declaration of a trust of land. Please refer to Land Registry's Public Guide 18 – *Joint property ownership* and Practice Guide 24 – *Private trusts of land* for further guidance.

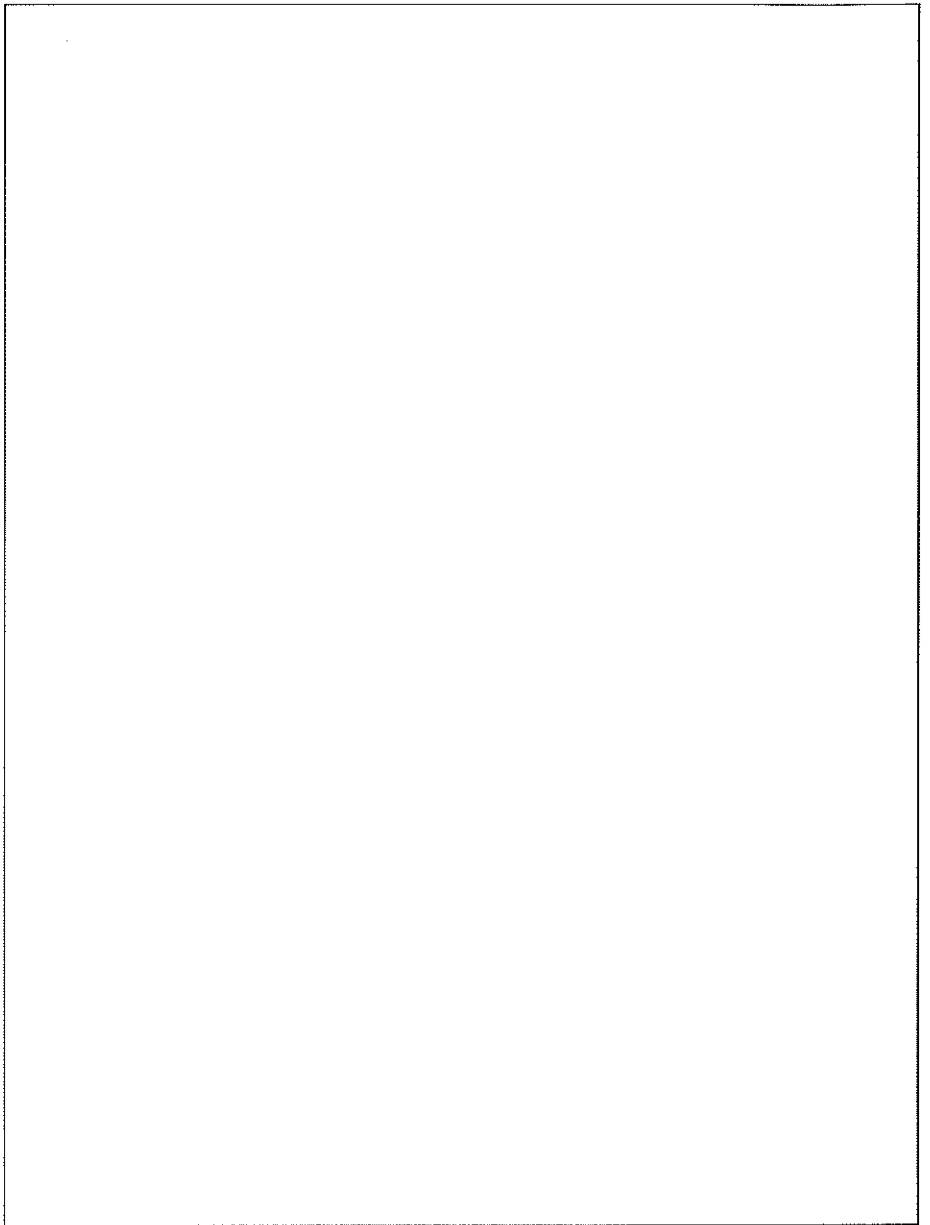
13 Execution

THE COMMON SEAL of)
DEVON COUNTY COUNCIL)
was hereunto affixed in)
the presence of:)

[SIGNED as a DEED by)
PETER JOHN LOVERING)
HOYLE)
In the presence of)
Name)
Address)
Occupation)

SIGNED as a DEED by)
JENNIFER JOY HOYLE)
In the presence of)
Name)
Address)
Occupation)]





WARNING

If you dishonestly enter information or make a statement that you know is, or might be, untrue or misleading, and intend by doing so to make a gain for yourself or another person, or to cause loss or the risk of loss to another person, you may commit the offence of fraud under section 1 of the Fraud Act 2006, the maximum penalty for which is 10 years' imprisonment or an unlimited fine, or both.

Failure to complete this form with proper care may result in a loss of protection under the Land Registration Act 2002 if, as a result, a mistake is made in the register.

Under section 66 of the Land Registration Act 2002 most documents (including this form) kept by the registrar relating to an application to the registrar or referred to in the register are open to public inspection and copying. If you believe a document contains prejudicial information, you may apply for that part of the document to be made exempt using Form EX1, under rule 136 of the Land Registration Rules 2003.

Surplus (Deficit) from Input land valuation at 9/10/2015

Incomplete or invalid entry, see warning

**HCA Development Appraisal Tool
INPUT SHEET 1 - SITE DETAILS**

Basic Site Details

FULL VIABILITY ASSESSMENT

Site Address	
OS X coordinate	
OS Y coordinate	
Site Reference	
File Source	
Scheme Description	
Date of appraisal	09/10/2015
Gross Site Area (hectares)	
Net Residential Site Area (hectares)	
Author & Organisation	
Local Planning Authority	
Land Purchase Price	
Land Purchase date	
Most recent valuation of the site £	
Basis of valuation	
Date of valuation	
Any note on valuation	
Developer of sale units	
Developer of affordable units	
Manager of affordable units	
Registered Provider (where applicable)	
Note on applicant (eg sub partner status)	

Appendix 3

Annual Costs %	Management %	Void & Bad Debt %	R&M inc sink Fund %	Net Yield %	Initial tranche sold %	Rent % unsold equity
Social Rent						
Shared Ownership						2.75%
Affordable Rent						
Private Rent						

-
-
-
-

HCA Development Appraisal Model

Date of scheme appraisal

09-Oct-15

from Site Sheet

Use any valid Excel Date format (eg DD/MM/YY)

Build Period	Construction Start Date	Construction End Date
Tenure phases display for date input only after transfer from Input 2 sheet		

RP Purchase from Developer	Purchase start date	Purchase end date
AH phases display for date input only after transfer from Input 2 sheet		

Open Market Sale	Sale Start Date	Sale End Date
OM phases display for date input only after transfer from Input 2 sheet		

Private Rental Units	First Rental Start Date	Final Rental Start Date
PR phases display for date input only after transfer from Input 2 sheet		

Surplus (Deficit) from input land valuation at 9/10/2015 Incomplete or invalid entry, see warning sheet

**HCA Development Appraisal Tool
INPUT SHEET 4 - OTHER FUNDING**

Note: Social Housing Grant is not an input in DAT. It will be assessed in relation to this nil grant case.

Other sources of funding

Other sources of funding	Must be between and	09-Oct-15 00-Jan-10	Date of receipt	Implied Present Value of Affordable Housing	Interest rate missing
RP Cross Subsidy (use of own assets)					
LA s106 committed in lieu					
RP Re-cycled SHG					
Use of AR rent conversion income					
Other source of AH funding					

Statutory Payments (£)	Additional information	Cost (£)	Payment start date	Payment end date	Per unit
Education					
Sport & Recreation					
Social Infrastructure					
Public Realm					
Affordable Housing					
Transport					
Highway					
Health					
Public Art					
Flood work					
Community Infrastructure Levy	per sq metre				
Other Tariff	per sq metre				
Other 1					#DIV/0!
Other 2					#DIV/0!
Other 3					#DIV/0!
Other 4					#DIV/0!

OTHER COSTS

SITE PURCHASE COSTS
Agents Fees (% of site cost)
Legal Fees (% of site cost)
Stamp Duty (% of site cost)

%

Other Acquisition Costs (£)	Comment on nature of issue	Cost (£)	Payment start date	Payment end date

FINANCE COSTS

Arrangement Fee (£)
 Interest Rate (%)
 Misc Fees - Surveyors etc (£)
 Credit balance reinvestment %

£0
 £0

Zero is unrealistic and will understate scheme viability

MARKETING COSTS

Affordable Housing Marketing Costs

Cost (£)	Payment start date	Payment end date
Developer cost of sale to RP (£)		
RP purchase costs (£)		
Intermediate Housing Sales and Marketing (£)		

Open Market Housing Marketing Costs

Sales Fees (agents fees & marketing fees) - %
 Legal Fees (per Open Market unit) - £
 Agents Private Rental Initial Letting fees - %

DEVELOPER'S OVERHEAD AND RETURN FOR RISK (before taxation)

Developer Overhead (£)

Return at Scheme end

Open Market Housing (% GDV)

0.0%
 inc Overheads
 per open market home

Private Rental (% Cost)
 Affordable Housing (% Cost)

Surplus (Deficit) from Input land valuation at 31/7/2014
HCA DEVELOPMENT APPRAISAL TOOL

Incomplete entry , see warning sheet

Space for pasting any more detailed figures supporting inputs into the DAT model

Value of Residential Car Parking			£0
Car Parking Build Costs		£0	
Ground rent			
		Capitalised annual ground rent	
Social Rented		£0	
Shared Ownership		£0	
Affordable Rent		£0	
Open market (all phases)		£0	
Capitalised Annual Ground Rents			£0
TOTAL CAPITAL VALUE OF RESIDENTIAL SCHEME			£0
TOTAL BUILD COST OF RESIDENTIAL SCHEME		£0	
TOTAL CONTRIBUTION OF RESIDENTIAL SCHEME			£0
Non-Residential			
		Cost	Values
Office		£0	£0
Retail		£0	£0
Industrial		£0	£0
Leisure		£0	£0
Community Use		£0	£0
Community Infrastructure Levy		£0	
CAPITAL VALUE OF NON-RESIDENTIAL SCHEME			£0
COSTS OF NON-RESIDENTIAL SCHEME		£0	
CONTRIBUTION TO SCHEME COSTS FROM NON-RESIDENTIAL			£0
GROSS DEVELOPMENT VALUE OF SCHEME			£0
TOTAL BUILD COSTS		£0	
TOTAL CONTRIBUTION TO SCHEME COSTS			£0
External Works & Infrastructure Costs (£)			
		Per unit	
Site Preparation/Demolition		£0	
Roads and Sewers		£0	
Services (Power, Water, Gas, Telco and IT)		£0	
Strategic Landscaping		£0	
Off Site Works		£0	
Public Open Space		£0	
Site Specific Sustainability Initiatives		£0	
Plot specific external works		£0	
Other 1		£0	
Other 2		£0	
Other site costs			
Fees and certification	0.0%	£0	
Other Acquisition Costs (£)		£0	
Site Abnormals (£)			
De-canting tenants		£0	
Decontamination		£0	
Other		£0	
Other 2		£0	
Other 3		£0	
Other 4		£0	
Other 5		£0	
Total Site Costs Inc Fees		£0	
Statutory 106 Costs (£)			
Education		£0	
Sport & Recreation		£0	
Social Infrastructure		£0	
Public Realm		£0	
Affordable Housing		£0	
Transport		£0	
Highway		£0	
Health		£0	
Public Art		£0	
Flood work		£0	
Community Infrastructure Levy		£0	
Other Tariff		£0	
Other 1		£0	
Other 2		£0	
Other 3		£0	
Other 4		£0	
Statutory 106 costs		£0	
Marketing (Open Market Housing ONLY)			
		per OM unit	
Sales/letting Fees	0.0%	£0	
Legal Fees (per Open Market unit):	£0	£0	
Marketing (Affordable Housing)			
		per affordable unit	
Developer cost of sale to RP (£)		£0	
RP purchase costs (£)		£0	
Intermediate Housing Sales and Marketing (£)		£0	
Total Marketing Costs		£0	

Total Direct Costs £0

Finance and acquisition costs

Land Payment	£0
Arrangement Fee	£0
Misc Fees (Surveyors etc)	£0
Agents Fees	£0
Legal Fees	£0
Stamp Duty	£0
Total Interest Paid	£0

Total Finance and Acquisition Costs £0

Developer's return for risk and profit

Residential

Market Housing Return (inc OH) on Valu	0.0%	£0	per OM unit
Affordable Housing Return on Cost	0.0%	£0	per affordable unit
Return on sale of Private Rent	0.0%	£0	#DIV/0! per PR unit

Non-residential

Office	£0	
Retail	£0	
Industrial	£0	
Leisure	£0	
Community-use	£0	£0

Total Operating Profit £0

(i.e. profit after deducting sales and site specific finance costs but before deducting developer overheads and taxation)

TOTAL COST	£0
-------------------	-----------

Surplus/(Deficit) at completion 0/1/1900	
-------------------------------------------------	--

Present Value of Surplus (Deficit) at 9/10/2015	
--------------------------------------------------------	--

Scheme Investment MIRR 0.0% (before Developer's returns and interest to avoid double counting returns)

Site Value as a Percentage of Total Scheme Value 0.0% Peak Cash Requirement £0

Site Value per hectare No area input per hectare No area input per acre

Scheme Results

'GLA toolkit' style Scheme Results

Site Reference Details	
Site Reference	0
Local Planning Authority	0
Registered Provider (whe	0

Site Details	
Site Address	0
Scheme Description	0

TOTAL NUMBER OF UNITS	
Dwellings	0

AFFORDABLE UNITS		
	Quantity	% all units
Total	0	#DIV/0!
Social Rented	0	#DIV/0!
Affordable Rent	0	#DIV/0!
Shared Ownership	0	#DIV/0!

DENSITY (per hectare)	
Dwellings	No Area input

REVENUES AND COSTS	
Total Scheme Revenues	0
Total Scheme Costs	-

Surplus/(Deficit) Present Value	
Whole Scheme	-
Per net hectare	
Per dwelling	#DIV/0!
Per market dwelling	-

Contribution to Revenue from	
Market Housing	0
Affordable Housing	0
Social Rent	-
Shared Ownership	-
Affordable Rent	-
Other Contributions	0
Non Residential Values	0

Alternative Site Value	
0	-

Contribution to Costs from	
Market Housing	0
Affordable Housing	0
Social Rent	-
Shared Ownership	-
Affordable Rent	-
Other Construction costs	-
Planning Obligations	-
Fees	-
Non Residential Costs	-
Finance and Acquisition Costs	-
Developer's return for risk and profit	-

