

DATED

2021

THE COUNCIL OF THE
BOROUGH OF TORBAY

- and -

ABACUS PROJECTS LIMITED

PLANNING OBLIGATION

under Section 106 of the
Town & Country Planning Act 1990
relating to land to the south of White Rock,
adjacent to Brixham Road, Paignton

in the Borough of Torbay

Torbay Council
Town Hall
TORQUAY

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THIS AGREEMENT is made on

BETWEEN:

- (1) **THE COUNCIL OF THE BOROUGH OF TORBAY** of Town Hall Castle Circus Torquay Devon TQ1 3DR (“the Council”)
- (2) **ABACUS PROJECTS LIMITED** (Co. Regn. No. 1460919) of Eaton Court, Maylands Avenue, Hemel Hempstead, Hertfordshire, HP2 7TR (“the Owner”)

WHEREAS :-

1. The Council is the Local Planning Authority for the purposes of the 1990 Act for the area which includes the Site
2. The Owner has by the Application applied to the Council for planning permission for the Development
3. The Owner is the registered proprietor of the Site and the Farmland with title absolute under Title Numbers DN346107, DN562334, DN690151, DN523013 and DN577590 subject to the entries disclosed on the Charges Register of the said titles but otherwise free from incumbrances
4. The Council has not determined the Application and the Owner has appealed under reference APP/X1165/W/20/3245011
5. This Deed is conditional upon the matters hereinafter referred to

NOW THIS DEED WITNESSETH as follows:

1 Definitions

In this Deed unless the context otherwise requires the following expressions shall have the following meanings:-

- 1.1 “**the 1990 Act**” means the Town & Country Planning Act 1990
- 1.2 “**Adapted Dwelling**” means Affordable Dwelling(s) constructed to be suitable for occupation by households which include a person who has a physical disability and/or a need for wheelchair access
- 1.3 “**Administration Charge**” means the sum of five thousand eight hundred and fifty pounds (£5,850) Index Linked towards the Council's costs incurred in monitoring and administering the Ecological Mitigation provided pursuant to Paragraph 9 of the First Schedule
- 1.4 “**Affordable Dwellings**” means the Dwellings on the Site that are to be used as Affordable Housing
- 1.5 “**Affordable Housing**” means affordable housing within the meaning of Annex 2 of the NPPF being Dwellings on the Site:
 - (a) to be let on Social Rent Tenancies or Affordable Rent Tenancies through a Registered Provider (or alternative approved by Torbay Council); or
 - (b) disposed of on the basis of Equity Sharing Leases; or

- (c) such Intermediate Housing tenure as may be approved in writing by the Council where all the resulting homes are let sold or disposed of to Eligible Persons and are covered by a Local Authority Building Control New Home Warranty or other suitable warranty provider
- 1.6 **"Affordable Housing Manager"** means the Council's Affordable Housing Manager or similar post-holder carrying out the Council's housing functions from time to time
- 1.7 **"Affordable Rent Dwelling"** means a Dwelling that may only be occupied under an Affordable Rent Tenancy
- 1.8 **"Affordable Rent Tenancy"** means a tenancy regulated by the Regulator of Social Housing for a minimum term of two years at a rent of up to 80% of gross Market Rent (including service charges and Rentcharge) whereby an Affordable Rent Dwelling is let to an Eligible Person and provided by a Registered Provider
- 1.9 **"Allotments"** means an area of allotment plots of at least 5,700 sq metres as identified indicatively on Plan 2 to be used for the purpose of producing flowers fruit and/or vegetables for personal use
- 1.10 **"Appeal"** means the appeal lodged in respect of the non-determination by the Council of the Application and given the appeal reference APP/X1165/W/20/3245011
- 1.11 **"the Application"** means an outline planning application for the Development with details of access to be determined with all other matters reserved by the Owner and validated by the Council on 13th November 2017 with number P/2017/1133
- 1.12 **"Assistant Director"** means the Council's Assistant Director of Planning, Housing and Climate Emergency or similar post holder, responsible for the Council's spatial planning functions, employed by the Council from time to time.
- 1.13 **"Bat House"** means a bat house to be provided on the Farmland in accordance with details to be approved by the Council in writing prior to the commencement of its construction and in accordance with the principles set out in section 8 of the Ecological Addendum or as otherwise agreed in writing by the Council
- 1.14 **"Berry Head Grassland Contribution"** means the sum of £49.50 per Dwelling (Index Linked) paid in accordance with paragraph 3.1 of the First Schedule to be used towards the mitigation of the effects of the recreational use of Berry Head by occupants of the Development on calcareous grassland at Berry Head. The mitigation provided at Berry Head shall consist of habitat management and increased visitor engagement work
- 1.15 **"Bidding Period"** means the period from 12:00am on a given Wednesday to 11:59pm the following Monday being the time within which Devon Home Choice will advertise available Affordable Dwellings
- 1.16 **"Bus Service"** means a bus service operated to serve the Development in accordance with the Bus Service Operational Plan
- 1.17 **"Bus Service Agreement"** means a contractual arrangement between the Owner or Management Entity and a bus service operator for the provision of the Bus Service in accordance with the Bus Service Operational Plan
- 1.18 **"Bus Service Operational Plan"** means the operational plan approved by the Council in accordance with paragraph 8 of the First Schedule and shall include, inter alia, details of the route(s), frequency of service and type of vehicles to be provided and shall provide

that the Bus Service shall be operational prior to the earlier of Occupation of the fiftieth (50th) Dwelling to be Occupied or first opening of the School

- 1.19 **“Ceiling Rent”** means in respect of Social Rented Dwellings, the total weekly sum payable in rent which sum shall be limited to the Regulator of Social Housing’s rent standard for social rented accommodation in Torbay or successor regime approved by the Affordable Housing Manager
- 1.20 **“Commencement of Development”** means the date on which any material operation (as defined in Section 56(4) of the Act) forming part of the Development begins to be carried out other than (for the purposes of this Deed and for no other purpose) operations consisting of site clearance, demolition work, archaeological investigations, investigations for the purpose of assessing ground conditions, remedial work in respect of any contamination or other adverse ground conditions, diversion and laying of services, landscaping works and the erection of any temporary means of enclosure, the temporary display of site notices or advertisements, the laying out or construction of any construction access to the Site, offsite highway works, the erection and installation of site compound/welfare facilities, and the carrying out of any environmental or ecological works including construction of the Bat House SAVE in respect of paragraph 9 of the First Schedule where such operations, save for the carrying out of environmental or ecological works including construction of the Bat House, shall not be excluded in relation to the use of the term “Commencement of Development” and “Commence Development” shall be construed accordingly
- 1.21 **"Community Orchard"** means the area of Open Space to be set aside and used as an orchard for the benefit of the community as shown indicatively on Plan 2
- 1.22 **“Countryside Access Route”** means the route identified indicatively as “Countryside access route” on Plan 2
- 1.23 **“Delivered”** means in respect of the Sports Pitches laid out, equipped and the relevant facilities built in accordance with the Sports Pitches Specification and **"Deliver"** shall be construed accordingly
- 1.24 **“the Details”** means with respect to individual Affordable Dwellings:
- 1.24.1 the physical location
 - 1.24.2 layout
 - 1.24.3 specification (including that of any common parts serving the Affordable Dwellings);
and
 - 1.24.4 the type and tenure
- 1.25 **“the Development”** means the development of the Site of up to 373 dwellings (C3) together with the means of vehicular and pedestrian/cycle access together with the principle of a public house (A3/A4 use), primary school with nursery (D1), internal access roads and the provision of public open space (formal and informal) and strategic mitigation
- 1.26 **"Dispute Notice"** means notice in writing which shall set out the matters which the party giving the Dispute Notice disagrees with and the detailed reasons for that disagreement

- 1.27 **“Dwelling”** means a dwelling (including a house, flat or maisonette) designed for residential occupation by a single household and to be constructed pursuant to the Planning Permission and shall include the Affordable Dwellings
- 1.28 **“Ecological Mitigation”** means the carrying out of the Ecological Mitigation Works and the ongoing management and maintenance of both the Farmland in accordance with the Farmland Management Scheme and the Open Space for the purposes of providing and protecting suitable habitat and fly paths for cirl buntings and greater horseshoe bats
- 1.29 **“Ecological Addendum”** means the document titled Ecological Addendum dated February 2018 annexed hereto at Part 3 of Annex 6
- 1.30 **“Ecological Mitigation Works”** means those works detailed in Part 1 of Annex 6
- 1.31 **“Education Contribution”** means an Index Linked sum calculated and paid in accordance with paragraphs 7 and 8 of the Third Schedule to be used towards the provision of additional primary school places in Paignton based on the following figures:

Floorspace	Contribution per Market Dwelling
37- 58 sq m	0
59 - 70 sq m	£3,170
71- 79 sq m	£4,750
80-109 sq m	£6,330
110+ sqm	£7,920

- 1.32 **“Eligible Person”** means any person or persons who immediately prior to the occupation of an Affordable Dwelling satisfies the criteria below:
- (a) is on the 'Devon Home Choice' waiting list or 'South West Homes' waiting list (or such waiting lists allocation or policies adopted by the Council in their replacement) managed by or on behalf of the Council, or is eligible for an allocation of housing accommodation pursuant to Section 16 of the Homelessness Act 2002 in Torbay; or
- (b) is identified by the Council as being:
- (i) on a low income and/or on housing and/or other welfare benefits or in low paid employment and having low capital and not being entitled to housing or other welfare benefits; and
- (ii) would be given reasonable preference for an offer of accommodation under Torbay Council's allocation scheme under Section 167 of the Housing Act 1996, provided that if in relation to any proposed person the Council fails to indicate whether or not that person would be given preference under the said allocation scheme within fifteen (15) Working Days of receiving a request for such information (or if the said allocation scheme shall be discontinued without replacement), that element of the test as to whether the person is an Eligible Person shall be deemed to have been satisfied and the expression "Eligible Persons" shall be construed accordingly;
- and in the case of both (a) and (b):
- (c) satisfy the requirements of policy BH2 of the Brixham Peninsula Neighbourhood Plan in that they

- (i) have had a minimum period of five (5) years in the last ten (10) years of permanent and continuous residence in the area of the Brixham Peninsula Neighbourhood Plan ('the Peninsula'); or
- (ii) have lived in the Peninsula for at least five (5) years and whose parents or children are currently living in the Peninsula and have at least ten (10) years continuous residency; or
- (iii) are a key worker as defined by the UK Government and are working within the Peninsula

and where no persons who meet the criteria in all of (a) (b) and (c) have bid for an Affordable Dwelling within the relevant Bidding Period

- (d) satisfy both (a) and (b) and the Local Connection Criteria unless otherwise agreed in writing by the Affordable Housing Manager (not to be unreasonably withheld or delayed)

1.33 **"Employment Contribution"** means the sum of five hundred thousand pounds (£500,000) paid in accordance with paragraph 3.1 of the First Schedule to be used towards the delivery of the Claylands Industrial Park, Paignton and/or the creation of B1/B2/B8 jobs in the Borough of Torbay

1.34 **"Equity Share Dwelling"** means a Dwelling that may only be let under an Equity Sharing Lease or such similar or equivalent means of tenure being of a type approved by the Regulator of Social Housing or by the Council

1.35 **"Equity Sharing Lease"** means a lease (of not less than ninety nine (99) years) of an Equity Share Dwelling substantially in the form of the model form shared equity lease published from time to time by the Regulator of Social Housing whereby:

- (a) the leaseholder acquires an initial equity share in an Affordable Dwelling the value of which is not more than fifty per cent (50%) of the market value except in cases where the Regulator of Social Housing (in cases where financial assistance has been given to a Registered Provider) has agreed the Equity Sharing Leases shall be granted on the basis of a higher percentage of value being transferred to purchasers; and
- (b) the purchaser pays to the Registered Provider a rent in respect of the remaining equity of up to 2.75% of unsold equity

1.36 **"the Farmland"** means those areas of land edged green and edged pink on Plan 3

1.37 **"Farmland Management Entity"** means the Management Entity or such alternative organisation as may be approved in writing by the Council to own and manage the Farmland in accordance with the Farmland Management Scheme and if the Council does not approve or reject a proposed Farmland Management Entity within thirty (30) Working Days of its receipt of a written request for approval such failure to do so shall be treated as the Council's deemed approval to the proposed Farmland Management Entity

1.38 **"Farmland Management Scheme"** means the scheme for the management of the Farmland set out at Part 2 of Annex 6 or as may otherwise be approved in writing by the Council

1.39 **"the Financial Contributions"** means

- (a) the Berry Head Grassland Contribution
- (b) the Employment Contribution
- (c) the Lifelong Learning Contribution

- (d) the Sports Contribution
- (e) the Sustainable Transport Contribution
- (f) the Waste Management Contribution

Index Linked and payable in accordance with the First Schedule

- 1.40 **“Forward Fund”** means the sum of one hundred and forty six thousand three hundred and sixty seven pounds (£146,367.00) or as otherwise agreed via the Management and Maintenance Scheme payable by the Owner to the Management Entity for maintenance of the Northern Access Route, Open Space and SUDS until such time as the Rentcharge received from the owners and occupiers of the Dwellings pursuant to the Rentcharge Agreement is sufficient to fund the continued management and maintenance of such items
- 1.41 **“Growing Season”** means the part of the year when conditions are warm enough for plants and crops to grow which, save as may otherwise be agreed in writing by the Council taking account of the actual conditions for the year in question, for the purposes of this Deed shall be taken to commence on 1 March and end on 31 October in any year and the following shall apply in respect of each habitat type:
- (a) spring barley shall have at least four (4) months’ growth (from the date of sowing) and be sown by 30 April
 - (b) grass and wildflower seeding shall have at least six (6) months’ growth (from the date of sowing) within the Growing Season in any twelve (12) month period
 - (c) pond creation shall mean that the pond has been dug and there has been at least six (6) months’ growth (from the date of planting/creation) within the Growing Season in any twelve (12) month period
 - (d) trees, hedge plants and shrub planting shall have at least seven (7) months’ growth (from the date of planting) within the Growing Season in any twelve (12) month period
- 1.42 **“Health CCG Contribution”** means the sum of three hundred and ninety nine pounds (£399) per Dwelling to be spent on a new extension at the Compass House Medical Centre at Galmpton to serve residents of the Development
- 1.43 **“Health FT Contribution”** means the sum of seven hundred and seventy five pounds and thirty pence (£775.30) per Dwelling to be spent on a new health and wellbeing centre to serve the local community including the Development
- 1.44 **“Homes England”** means the executive non-departmental public body, sponsored by the Ministry of Housing, Communities & Local Government, national agency for funding housing regeneration in England being the successor to the Homes and Communities Agency which definition shall include any statutory successor to that function
- 1.45 **“Inspector”** means the inspector appointed by the Secretary of State for Housing Communities and Local Government to preside over the Appeal
- 1.46 **“Intermediate Housing”** means Affordable Housing which is within the definition of intermediate housing contained in Annex 2 of the NPPF
- 1.47 **“Index Linked”** means an adjustment in the amount of any sums paid under this Deed in accordance with the provisions set out in the [Sixth] Schedule
- 1.48 **“Lifelong Learning Contribution”** means a sum calculated and paid in accordance with paragraph 3.1 of the First Schedule to be used towards the provision of adult community

learning centres or museums or libraries in the vicinity of the Development based on the following figures:

£125 per 37-60 sqm Market Dwelling

£170 per 61-79 sqm Market Dwelling

£232 per 80-108 sqm Market Dwelling

£267 per 109+ sqm Market Dwelling

- 1.49 **“Local Connection Criteria”** means the criteria set out in Annex 3 or such other criteria adopted from time to time by the Council (including, inter alia a residency test) which ensures that prospective occupants of Affordable Housing have an established connection with Torbay
- 1.50 **“Management and Maintenance Scheme”** shall mean a scheme setting out:
- 1.50.1 a framework for the Management Entity including its purpose, powers, responsibilities and internal procedures
- 1.50.2 the detailed specification for the upkeep and future maintenance and management of the Open Space, the Farmland (save where the Farmland is transferred to an alternative body with the Council’s written approval), the SUDS (save where the SUDS are transferred to a statutory undertaker), the Countryside Access Route and the Northern Access Route following the satisfactory laying out and provision of the same in accordance with this Deed and the Planning Permission and
- 1.50.3 shall include the details set out in Annex 5
- 1.51 **“Management Entity”** means any organisation approved in writing by the Council pursuant to paragraph 6 of the First Schedule whose responsibilities shall include the ownership management and maintenance of the Farmland (save where the Farmland is transferred to an alternative body with the Council’s written approval), Open Space, the Countryside Access Route, the Northern Access Route and the SUDS (save to the extent that the SUDS are transferred to a statutory undertaker)
- 1.52 **“Market Dwellings”** means any Dwellings that are not Affordable Dwellings
- 1.53 **“Market Rent”** means the rent that a willing tenant at arm’s length would be willing to pay to rent a Dwelling on an assured shorthold tenancy if this Deed had not been made
- 1.54 **“Mortgagee”** means a bona fide arm’s length
- 1.54.1 mortgagee
- 1.54.2 chargee
- 1.54.3 a security trustee; or
- 1.54.4 other person regulated under the Financial Services and Markets Act 2000 (as amended) and who holds a charge over the Site or any part thereof
- 1.55 **“NEAP”** means the Neighbourhood Equipped Area for Play to be located within an area of Open Space as identified indicatively on Plan 2 and which is to be no smaller than 1000 sq metres

- 1.56 **"Nomination Agreement"** means an agreement to be entered into between the Council and the Registered Provider which sets the terms of the letting protocol for Occupation of the Affordable Dwellings during the Perpetuity Period whether vacant by reason of first availability for Occupation or after initial Occupation
- 1.57 **"Northern Access Route"** means the pedestrian/cycle link to enable access to the White Rock site to the north of the Site as shown indicatively marked dashed blue on Plan 4
- 1.58 **"NPPF"** means the Government's National Planning Policy Framework dated February 2019 or any amendment or replacement thereof
- 1.59 **"Occupation" "Occupy"** and **"Occupied"** means occupation for the purposes 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
- 1.60 **"Open Market Value"** means the price that a willing purchaser at arm's length would be willing to pay for a Dwelling if this Deed had not been made
- 1.61 **"Open Space"** means those parts of the Site to be set aside for public recreation or amenity including:
- (a) the NEAP
 - (b) the Phase A LEAP
 - (c) the Phase B LEAP
 - (d) the Allotments and
 - (e) incidental green space of circa 25,000 sq metres including the Community Orchard
- all as indicatively shown on Plan 2
- 1.62 **"the Parties"** means the parties to this Deed being the Owner and the Council as defined
- 1.63 **"Perpetuity Period"** means the period of one hundred and twenty five (125) years from the date of this Deed and **"in Perpetuity"** shall be construed accordingly
- 1.64 **"Phase"** a distinct part of the Development as described in any Phasing Plan submitted to and agreed in writing by the Assistant Director
- 1.65 **"Phase A LEAP"** means the Local Equipped Area for Play to be located within an area of Open Space as identified indicatively on Plan 2 and which is to be no smaller than 400 sq metres
- 1.66 **"Phase B"** means that area marked 'Phase B' and coloured pink on the drawing titled Proposed Phasing Plan annexed to the Ecological Addendum
- 1.67 **"Phase B LEAP"** means the Local Equipped Area for Play to be located within an area of Open Space as identified indicatively on Plan 2 and which is to be no smaller than 400 sq metres
- 1.68 **"Phasing Plan"** means a plan or plans setting out details for the implementation of the Development in distinct sections
- 1.69 **"Plan 1"** means the plan at Annex 2 and marked "Plan 1" (showing the Site edged red)
- 1.70 **"Plan 2"** means the plan at Annex 2 and marked "Plan 2" (titled Green Infrastructure Plan and showing the indicative location of features of the Development)
- 1.71 **"Plan 3"** means the plan at Annex 2 marked "Plan 3" (titled Proposed Farming Practices Plan and showing the Farmland)

- 1.72 **“Plan 4”** means the plan at Annex 2 and marked “Plan 4” (showing the Northern Access Route dashed blue)
- 1.73 **“the Planning Permission”** means a planning permission issued pursuant to the Application and the expression Planning Permission shall include all approvals granted thereunder or such other permission as may be granted in respect of the Site pursuant to an application for planning permission to amend such permission made pursuant to Section 73 of the 1990 Act
- 1.74 **“Practical Completion”** means the date of issue of a certificate of practical completion by the Owner’s architect or contract administrator or, if the Development is constructed by a party other than the Owner, by that other party’s architect or contract administrator or a CML Professional Consultant Certificate or the production of the warranty provider cover note
- 1.75 **“Registered Provider”** means a social landlord registered pursuant to the Housing Act 1996 and/or a non-profit registered provider of social housing pursuant to Section 80 of the Housing and Regeneration Act 2008 and/or a ‘for profit’ registered provider of Affordable Housing to whom Affordable Housing on the Site is transferred
- 1.76 **“Regulator of Social Housing”** means the executive non-departmental public body, sponsored by the Ministry of Housing, Communities & Local Government, as national agency for regulating registered providers of social housing and publishing rent standards which definition shall include any statutory successor to that function or Homes England (as the context so requires)
- 1.77 **"Rentcharge"** means the perpetual yearly estate rentcharge (whether variable or fixed) imposed on each Dwelling to be paid to the Management Entity to cover the costs of complying with its obligations under the Management and Maintenance Scheme PROVIDED ALWAYS THAT the rentcharge on each individual Dwelling shall be a fair and proportionate share of the total costs incurred and budgeted by the Management Entity in relation to its obligations under the Management and Maintenance Scheme
- 1.78 **"Rentcharge Agreement"** means an agreement to be entered into between the Management Entity and each owner and/or occupier of each Dwelling and with the Registered Provider detailing the services that the Management Entity will provide and the Rentcharge that may be levied by the Management Entity and which shall include a disputes mechanism and the specification for the management and maintenance of the SUDS, the Open Space, the Countryside Access Route, the Northern Access Route and the Farmland
- 1.79 **“Reserved Matters Approval”** means approval by the Council of those aspects (specified in article 2 of the Town and Country Planning (Development Management Procedure) (England) Order 2015) of the Development which the Owner has through the Application reserved for later determination
- 1.80 **“Right to Acquire”** means the right pursuant to Section 180 of the Housing & Regeneration Act 2008 as amended of a tenant of a Registered Provider to acquire the dwelling of which he is a tenant
- 1.81 **"School Land"** means the land shown indicatively edged yellow on Plan 2 or such other part of the Site as may be agreed between the Owner and the Council PROVIDED THAT wherever it is located on the Site such land shall consist of a single area of not less than 1.4694 hectares in area and shall be free of ecological and archaeological constraints

- 1.82 **"Serviced Land"** means an area of land which has vehicular and pedestrian access completed to an adoptable standard which is connected to an adoptable highway with foul and surface water sewers connected to adoptable sewers and with pipes and cables which are connected to mains services so as to be suitable for the supply of gas water electricity and telephone (consisting of the provision of ducting from a suitable telecommunications distribution point up to the boundary of the School Land to facilitate the provision of broadband)
- 1.83 **"the Site"** means the land to the south of White Rock, adjacent to Brixham Road, Paignton, Devon shown edged red on Plan 1
- 1.84 **"Social Rent Dwelling"** means a Dwelling that may only be Occupied under a Social Rent Tenancy
- 1.85 **"Social Rent Tenancy"** means a tenancy regulated by the Regulator of Social Housing being either a weekly or monthly periodic assured or secure tenancy or an assured shorthold tenancy used solely to serve the purpose of a probationary or introductory tenancy in accordance with paragraph 4.2.2 of the Second Schedule at a Ceiling Rent whereby the Dwelling is let to an Eligible Person and provided by a Registered Provider
- 1.86 **"Sports Pitches"** means a grassed sports pitch and hard standing physical education courts of 4,694 square metres in total to be incorporated within the School Land together with ancillary facilities, including changing facilities for referees and two teams, and surface water infrastructure required to serve these facilities for dual use by the school and the community
- 1.87 **"Sports Pitches Specification"** means the detailed specification for the Sports Pitches approved in writing by the Council in accordance with paragraph 9.1.1 of the Third Schedule
- 1.88 **"Sports Contribution"** means the sum of seventy three thousand five hundred and ninety pounds (£73,590) to be spent on the provision or improvement of sports facilities in Torbay
- 1.89 **"Staircase"** means where a tenant under an Equity Sharing Lease purchases an increased share of the equity up to and including the whole of the equity and accordingly becomes the freehold owner and **"Staircased"** shall be construed accordingly
- 1.90 **"SUDS"** means a sustainable drainage system comprising treatment and drainage systems of surface water including any pipework and typical SUDS components such as swales reed beds ponds filter trenches attenuation tanks and detention basins
- 1.91 **"Supplementary Sustainable Transport Contribution"** means the sum of seven hundred and twenty five thousand pounds (£725,000) to be spent on a bus service or alternative sustainable transport measures to service the Development
- 1.92 **"Sustainable Transport Contribution"** means the sum of two hundred and twenty two thousand pounds (£222,000) and paid in accordance with paragraph 3.1 of the First Schedule to be used towards the provision of walking and cycling routes between the Site and Paignton Town Centre
- 1.93 **"the Waste Management Contribution"** means the sum of eighty five pounds (£85) (Index Linked) per Dwelling to be used towards the provision of waste collection/recycling bins for each Dwelling
- 1.94 **"Working Day"** means any day Monday to Friday (other than bank or public holidays)

2 Construction of this Deed

- 2.1 Where in this Deed reference is made to a clause, paragraph or schedule or recital such reference (unless the context otherwise requires) is a reference to a clause, paragraph or schedule or recital in this Deed
- 2.2 Words importing the singular meaning where the context so admits include the plural meaning and vice versa
- 2.3 Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed interchangeable in that manner
- 2.4 Wherever there is more than one person named as a party and where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and against each individually unless there is an express provision otherwise
- 2.5 Any reference to an Act of Parliament shall include any modification, extension or re-enactment of that Act for the time being in force and shall include all instruments, orders, plans, regulations, permissions and directions for the time being made, issued or given under that Act or deriving validity from it
- 2.6 References to any party to this Deed shall include the successors in title to that party and to any deriving title through or under that party and in the case of the Council the successor(s) to its statutory functions
- 2.7 The headings and contents list are for reference only and shall not affect construction

3 Legal Basis

- 3.1 This Deed is made pursuant to Section 106 of the 1990 Act, Section 111 of the Local Government Act 1972, Section 33 of the Local Government (Miscellaneous Provisions) Act 1982, Section 1 of the Localism Act 2011 and any other enabling powers
- 3.2 The covenants, restrictions and requirements imposed upon the Owner under this Deed create planning obligations pursuant to Section 106 of the Act and are enforceable by the Council as local planning authority against the Owner

4 Conditionality

- 4.1 The covenants contained in this Deed are conditional and shall take effect only upon the grant of the Planning Permission and Commencement of Development save for the provisions of Clause 6.1 (legal costs) and paragraph 2 of the First Schedule (notification of disposal) which shall come into effect immediately on completion of this Deed
- 4.2 This Deed shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permission shall be quashed, revoked or otherwise withdrawn or (without the consent of the Owner) it is modified by statutory procedure or expires before the Commencement of Development

5 Covenant on behalf of the Owner

The Owner hereby covenants with the Council to observe and perform the obligations contained in the First, Second, Third and Fourth Schedules

6 General

- 6.1 Upon the completion of this Deed the Owner shall pay the Council's reasonable legal costs incurred in the negotiation, preparation and execution of this Deed
- 6.2 No person shall be liable for any breach of any of the planning obligations or other provisions of this Deed
 - 6.2.1 where that person has no interest in that part of the Site in respect of which the breach was committed; or
 - 6.2.2 after it shall have parted with its entire interest in that part of the Site in respect of which the breach was committed but without prejudice to liability for any subsisting breach arising prior to parting with such interest
- 6.3 A person who is not a party to this Deed shall have no rights under the Contract (Rights of Third Parties) Act 1999 to enforce any of its terms other than the parties to it under that Act
- 6.4 Where in this Deed approval consent or expression of satisfaction is required by the Owner from the Council such approval consent or expression of satisfaction shall not be unreasonably withheld or delayed and any such approval consent or expression of satisfaction if not otherwise specified in this Deed shall be given by the Assistant Director
- 6.5 Nothing in this Deed shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than as specified in the Planning Permission) granted (whether or not on appeal) after the date of this Deed
- 6.6 This Deed is a Local Land Charge and shall be registered as such
- 6.7 If the Inspector or Secretary of State (as the case may be) in his decision letter concludes that any of the planning obligations contained herein (or relevant part of a planning obligation) are incompatible with any one or more of the tests for planning obligations set out in Regulation 122 of the Community Infrastructure Levy Regulations 2010 (as amended) and accordingly attaches no weight to that planning obligation in determining the Appeal then the relevant planning obligation(s) (or part of the planning obligation as appropriate) shall from the date of the decision letter immediately cease to have effect and the Owner shall be under no obligation to comply with it
- 6.8 The Council will upon the written request of the Owner at any time after the obligations of the Owner under this Deed have been fulfilled issue written confirmation thereof and thereafter cancel all related entries in the Register of Local Land Charges
- 6.9 Nothing in this Deed is or amounts to or shall be construed as a Planning Permission or approval
- 6.10 Insofar as any clause or clauses of this Deed are found (for whatever reason) to be invalid or unenforceable then such invalidity or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed
- 6.11 This Deed shall not be enforceable against:
 - 6.11.1 owner-occupiers or leaseholders or tenants of individual Dwellings nor against those deriving title from them (except paragraphs 4, 5, 6 and 7 of the Second Schedule which shall apply in respect of the Affordable Dwellings) or any mortgagee or chargee of any such persons;

- 6.11.2 any statutory undertaker or other person who acquires any part of the Site or any interest in it for the purposes of the supply of electricity, gas, water, drainage, telecommunications services or public transport services or any mortgagee or chargee of any such persons; or
- 6.12 any Management Entity except in respect of the restrictions and obligations relating to the part or parts of the Site which are transferred to the Management Entity pursuant to this Deed

7 Termination

This Deed will come to an end if:

- 7.1 the Appeal is dismissed; or
- 7.2 in determining the Appeal the Secretary of State or the Inspector state in the decision letter that the Deed is not a material planning consideration

8 Interest

If any payment due under this Deed is late, interest will be payable from the date payment is due until the date of payment at the rate of the National Westminster Bank PLC base rate from time to time in force plus four per cent (4%)

9 Waiver

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

10 Covenant on behalf of the Council

The Council hereby covenants with the Owner to observe and perform the obligations contained in the Third and Fifth Schedules

11 Dispute Resolution

- 11.1 In the event of a dispute or difference arising between the parties touching or concerning any matter or thing arising out of this Deed any party may serve on another a Dispute Notice and such dispute or difference may be referred to an expert being an independent and fit person holding appropriate professional qualifications to be appointed (in the absence of agreement) by the president (or equivalent person) for the time being of the professional body chiefly relevant in England to such qualifications
- 11.2 In the absence of agreement between the relevant parties to the dispute or difference (the "Relevant Parties") as to the professional qualifications of the expert to be appointed pursuant to clause 10.1 or as to the appropriate professional body within ten (10) Working Days after any one of the Relevant Parties has given to the other Relevant Party or Parties a written request to concur in the professional qualifications of the expert to be

appointed pursuant to clause 10.1 then the question of the appropriate qualifications or professional body shall be referred to a solicitor to be appointed by the president for the time being of the Law Society for England and Wales on the application of a Relevant Party and such solicitor shall act as an expert and his decision as to the professional qualifications of such person or as to the appropriate professional body shall be final and binding on the Relevant Parties and his costs shall be payable by the Relevant Parties in such proportion as he shall determine and failing such determination shall be borne by the Relevant Parties in equal shares

- 11.3 The expert shall act as an expert and not an arbitrator and his reasonable costs shall be at his discretion
- 11.4 The expert shall be required to give notice to the Relevant Parties inviting each of them to submit to him within fifteen (15) Working Days of his appointment written submissions and supporting material and shall afford to the Relevant Parties an opportunity to make counter submissions within a further fifteen (15) Working Days in respect of any such submission and supporting material and the expert's decision shall be given in writing within fifteen (15) Working Days from receipt of any counter submissions or in the event that there are no counter submissions within fifteen (15) Working Days of receipt of the written submissions and supporting material with reasons unless such time periods are varied by agreement between the Relevant Parties
- 11.5 The Expert's decision shall be final and binding on the Relevant Parties unless one or more of them has notified the other(s) in writing of its dissatisfaction with it in accordance with clause 10.6 of this Deed
- 11.6 If after the expert has made a decision pursuant to clause 10.5 any one of the Relevant Parties is dissatisfied with it and such Party has notified the other Relevant Parties in writing of his dissatisfaction within ten (10) Working Days of the date of receipt of the expert's decision, the Relevant Parties shall be entitled to commence legal proceedings in the court

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

EXECUTED AS A DEED by affixing)
THE COMMON SEAL OF)
THE COUNCIL OF THE BOROUGH OF TORBAY)
in the presence of :-)

Proper Officer
and Authorised Signatory

Executed as a deed by

ABACUS PROJECTS LIMITED

acting by

[NAME OF FIRST DIRECTOR]

a director and

.....

[NAME OF SECOND DIRECTOR OR SECRETARY],

a director **OR** its secretary

.....

[SIGNATURE OF FIRST DIRECTOR]

Director

.....

[SIGNATURE OF SECOND DIRECTOR OR SECRETARY]

[Director **OR** Secretary]

FIRST SCHEDULE

Owner's Covenants

Notices, Notification of Disposal, Payment of Financial Contributions, Open Space, SUDS, Management Entity, Northern Access Route and Ecological Mitigation

Save as may otherwise be agreed in writing by the Council the Owner covenants as follows:

1. Notices

To notify the Assistant Director in writing of the following occurrences:

- 1.1 Commencement of Development of each Phase
- 1.2 Occupation of the fiftieth (50th) Dwelling to be Occupied on the Development
- 1.3 Payment of the Forward Fund or any part thereof to the Management Entity each time any such payment is made

in each case within seven (7) Working Days of the same

2. Notification of Disposal

Save for individual plot sales, to give immediate written notice of any change in ownership of any of its interests in the Site occurring before all the obligations in this Deed have been discharged such notice to give details of the transferee's full name and registered office (if a company or usual address if not) together with the area of the Site transferred by reference to a plan

3. Payment of Financial Contributions

- 3.1 The Owner shall pay the Financial Contributions by Phase and proportionately in tranches prior to the Occupation of fifty per cent (50%) of the Market Dwellings on the Phase in question
- 3.2 The Owner shall pay the Administration Charge to the Council on or prior to Commencement of Development

4. Open Space

- 4.1 No Dwelling shall be Occupied on any Phase until the ownership and responsibility for management and maintenance of the Open Space, and the Northern Access Route (as applicable) for that Phase has been transferred to the Management Entity and the Forward Fund in relation to the Open Space and the Northern Access Route (as applicable) has been paid to the Management Entity

- 4.2 The Management Entity shall thereafter manage and maintain the Open Space and the Northern Access Route (as appropriate) transferred to it in accordance with the Management and Maintenance Scheme in Perpetuity or for as long as any Dwelling remains Occupied on the Development whichever is the earlier

5. SUDS

- 5.1 No Dwelling shall be Occupied on any Phase until the ownership and responsibility for management and maintenance of the SUDS has been transferred to the Management Entity (save for those elements that will be adopted by the relevant statutory undertaker) and the Forward Fund in relation to the SUDS that are to be maintained by the Management Entity for that Phase has been paid to the Management Entity
- 5.2 The Management Entity shall thereafter manage and maintain that part of the SUDS for which it has maintenance responsibility in accordance with the Management and Maintenance Scheme in Perpetuity or for as long as any Dwelling remains Occupied on the Development whichever is the earlier

6. Management Entity & Management and Maintenance Scheme

- 6.1 Not to Commence Development without having first obtained the Council's written approval to the proposed Management Entity and the Management and Maintenance Scheme and having established (where necessary) and appointed the Management Entity to the reasonable satisfaction of the Council
- 6.2 If the Council does not approve or reject the proposed Management Entity or proposed Management and Maintenance Scheme pursuant to paragraph 6.1 of this First Schedule within thirty (30) Working Days of receipt of such proposal such failure to do so shall be treated as the Council's deemed approval to the Management Entity or Management and Maintenance Scheme respectively
- 6.3 Not to cause or permit Occupation of the Development without having first obtained the Council's written approval to the template Rentcharge Agreement
- 6.4 If the Council does not approve or reject the proposed template Rentcharge Agreement pursuant to paragraph 6.3 of this First Schedule within thirty (30) Working Days of its receipt such failure to do so shall be treated as the Council's deemed approval to the Rentcharge Agreement
- 6.5 No Dwelling shall be Occupied unless a Rentcharge Agreement substantially in accordance with the template approved by the Council pursuant to paragraph 6.4 above

has been entered into between the Management Entity and the owner and/or occupier of that Dwelling

- 6.6 The Management Entity shall manage and maintain the Open Space, Farmland (save where the Farmland is transferred to an alternative body with the Council's written approval), Countryside Access Route, SUDS (save where the SUDS are transferred to a statutory undertaker) and Northern Access Route in accordance with the Management and Maintenance Scheme and the Rentcharge Agreement

7. **Northern Access Route**

- 7.1 The Owner/Management Entity shall keep the Northern Access Route open as a permissive route and freely available for use by the public in Perpetuity SAVE THAT the Owner/Management Entity may close all or part of the said route for the purposes of maintenance and repair or for reasons of public safety as and when is reasonably necessary PROVIDED THAT any such closure shall be for the minimum amount of time as is reasonably necessary

8. **Bus Service**

- 8.1 Not to Commence Development without having first obtained the Council's written approval to the Bus Service Operational Plan
- 8.2 If the Council does not approve or reject the proposed Bus Service Operational Plan pursuant to paragraph 8.1 of this First Schedule within twenty (20) Working Days of its receipt such failure to do so shall be treated as the Council's deemed approval to the Bus Service Operational Plan
- 8.3 No Dwelling shall be Occupied until the Owner or Management Entity has used reasonable endeavours to enter into a Bus Service Agreement with a bus service operator
- 8.4 If the Bus Service Agreement cannot be entered into for reasons outside of the reasonable control of the Owner/Management Entity then the Owner shall pay the Supplementary Sustainable Transport Contribution to the Council and no Dwelling shall be Occupied until the Supplementary Sustainable Transport Contribution has been paid to the Council

9. **Ecological Mitigation**

- 9.1 Not to Commence Development until :

9.1.1 One (1) Growing Season following completion of the Ecological Mitigation Works

9.1.2 The Bat House has been provided on the Farmland

9.1.3 A restriction has been placed on the title of the Farmland in the following terms:

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a certificate signed by the Council of the Borough of Torbay or its conveyancers that the terms of paragraph 9 of the First Schedule of the Section 106 Agreement dated [] 2021 and made between (1) the Council of the Borough of Torbay and (2) Abacus Projects Limited have been complied with"

and a copy of the title showing such restriction has been provided to the Council

9.2 Not to commence construction of Phase B until three (3) Growing Seasons following completion of the Ecological Mitigation Works

9.3 To manage the Farmland in accordance with the Farmland Management Scheme in Perpetuity and not to permit or carry out any activities on the Farmland which would impede or interfere with implementation of the Farmland Management Scheme

9.4 To ensure that any tenancies created or interests granted in respect of the Farmland or any part thereof shall require management of the Farmland in compliance with the Farmland Management Scheme in Perpetuity

SECOND SCHEDULE

Owner's Covenants

Affordable Housing

1. Type and Tenure

- 1.1 Thirty per cent (30%) of the Dwellings to be constructed on Site (with fractions of 0.5 or more rounded up to give a whole number of Dwellings) shall be Affordable Dwellings which (save for the provisions of this Deed) for the Perpetuity Period shall not be Occupied other than as Affordable Housing subject to the provisions of this Schedule
- 1.2 Save as may otherwise be agreed in writing between the parties, the Affordable Housing shall be provided in accordance with the details shown in Table A below and shall comprise a mixture of Dwelling types matching and in proportion to the overall mixture of Dwelling types on the Site and shall be distributed throughout the Site

Table A

Social Rent				Number based on total scheme of 373 units
Percentage	Housetype	Min Size m	Size ft	
14.0%	1b2p flat	46	495	15
13.0%	2b4p flat	67	721	15
6.0%	4b6p house	96	1033	7
				37
Affordable Rent				
Percentage	Housetype	Size m	Size ft	
18.0%	2b4p house	76	818	20
15.0%	3b5p house	86	926	17
				37
Shared Ownership				
Percentage	Housetype	Size m	Size ft	
19.0%	2b4p house	76	818	21
15.0%	3b5p house	86	926	17
				38
100.0%				112

- 1.5 At least five per cent (5%) of the Affordable Dwellings shall be Adapted Dwellings
- 1.6 Prior to the Commencement of Development of each Phase, the Owner shall agree with the Affordable Housing Manager the following matters with respect to the Affordable Dwellings –
- a. the physical location

- b. layout
- c. specification (including that of any common parts serving the Affordable Dwellings); and
- d. type and tenure of individual Affordable Dwellings

(collectively referred to as “**the Details**”) which shall thereafter be annexed to this Deed and shall be interpreted as having formed part of this Deed from the date hereof subject to changes as may be agreed in writing between the Parties from time to time

2. Specifications for Affordable Dwellings

- 2.1 The Affordable Dwellings shall be constructed either in accordance with the minimum quality and design standards set by the Regulator of Social Housing or to a standard equal to the Market Dwellings so as to be tenure blind; additionally
- 2.2 The Adapted Dwelling(s) shall be constructed to the specification contained in Annex 1 to this Deed (or such amendments to Annex 1 which may be agreed by the Affordable Housing Manager in writing) and shall comprise part of the Details to be agreed by the Affordable Housing Manager pursuant to paragraph 1.6 of this Schedule

3. Delivery of Affordable Housing

- 3.1 The Owner shall not cause or permit Occupation of more than fifty per cent (50%) of the Market Dwellings on any Phase until fifty per cent (50%) of the Affordable Dwellings for that Phase have been:
 - a. constructed to Practical Completion;
 - b. transferred to one or more Registered Provider on such terms as agreed between the Owner and the Registered Provider; and
 - c. made available for Occupationunless otherwise agreed by the Affordable Housing Manager in writing
- 3.2 The Owner shall not cause or permit Occupation of more than seventy five per cent (75%) of the Market Dwellings on any Phase until one hundred per cent (100%) of the Affordable Dwellings for that Phase have been:
 - a. constructed to Practical Completion;
 - b. transferred to one or more Registered Provider on such terms as agreed between the Owner and the Registered Provider; and
 - c. made available for Occupationunless otherwise agreed by the Affordable Housing Manager in writing

4. Social Rent Dwellings

- 4.1 The Social Rent Dwellings shall not be Occupied unless they are
- 4.4.1 let as Social Rent Dwellings; and
 - 4.1.2 Occupied by Eligible Persons
- 4.2 The Social Rent Dwellings shall not be let other than
- 4.2.1 on Social Rent Tenancies unless the resident of any such Social Rent Dwelling exercises their Right to Acquire; or
 - 4.2.2 initially (both on initial lettings of the Dwellings and on subsequent relets), as an assured shorthold tenancy for a period of twelve (12) months, unless otherwise agreed in writing by the Council, (or where the incoming tenant has rights to be issued an assured tenancy due to holding a full assured tenancy immediately prior to occupying the property) to serve as a probationary tenancy. At the expiry of the twelve (12) month period, an assured tenancy shall then be granted to the tenant unless he or a member of his household has breached the terms of the probationary tenancy
- 4.3 The Owner shall give to the Affordable Housing Manager not less than six (6) weeks' notice in writing of the date on which the Social Rent Dwellings will be available for first Occupation

5. Adapted Dwelling

- 5.1 No Adapted Dwelling shall be Occupied unless it is
- 5.1.1 let as a Social Rent Dwelling (and the provisions of paragraph 4.1 above shall apply); and
 - 5.1.2 Occupied by Eligible Persons who are or are part of a household which includes a person who has a physical disability and/or a need for wheelchair access
- 5.2 The Owner shall give to the Affordable Housing Manager not less than six (6) months' notice in writing of the date on which the Adapted Dwelling will be available for first Occupation

6. Affordable Rent Dwellings

- 6.1 The Affordable Rent Dwellings shall not be Occupied unless they are
- 6.1.1 let as Affordable Rent Dwellings; and
 - 6.1.2 Occupied by Eligible Persons
- 6.2 The Affordable Rent Dwellings shall not be let other than on Affordable Rent Tenancies
- 6.3 The Owner shall give to the Affordable Housing Manager not less than six (6) weeks' notice in writing of the date on which the Affordable Rent Dwellings will be available for first Occupation

7. Equity Share Dwellings

- 7.1 Subject to paragraph 7.5 below the Equity Share Dwellings shall not be Occupied unless they are Occupied by Eligible Persons
- 7.2 The Owner shall give to the Affordable Housing Manager not less than six (6) months' notice in writing of the date on which the Equity Share Dwellings will be available for first Occupation

- 7.3 Subject to paragraphs 7.4 and 9 (Mortgagees and Certain Purchasers) of this Schedule the Equity Share Dwellings shall not be disposed of other than on Equity Sharing Leases or such similar or equivalent means of tenure being of a type approved by the Regulator of Social Housing or the Affordable Housing Manager
- 7.4 Nothing in this Deed shall prevent an Occupier of an Equity Share Dwelling to Staircase to 100% ownership
- 7.5 In the event that the Occupier of an Equity Share Dwelling does Staircase and through this process acquires the whole of the equity, the Dwelling in question shall no longer be Affordable Housing and the provisions of this Schedule shall not apply to that Dwelling

8. Nomination Agreement

- 8.1 The Owner shall procure that
- 8.1.1 the Registered Provider shall enter into a Nomination Agreement at least six (6) months prior to any of the Affordable Dwellings being available for Occupation and at least six (6) months prior to the Adapted Dwellings being available for Occupation and shall not cause or permit any of the Affordable Dwellings to be Occupied until the Nomination Agreement has been entered into; and
- 8.1.2 the Registered Provider pays the Council's reasonable legal costs incurred in the negotiation and preparation of the Nomination Agreement

9. Mortgagees and certain purchasers

- 9.1 The provisions of this Schedule shall not be binding upon a Mortgagee of the Affordable Dwellings or any one of them or of an individual Equity Share Dwelling or any receiver (including an administrative receiver) appointed by a Mortgagee either of whom may manage or sell the Affordable Dwellings free from the terms of this Schedule, provided that:-
- 9.1.1 the Mortgagee or receiver (including an administrative receiver) (as the case may be) first gives written notice to both the Council and the Regulator of Social Housing that it is seeking a purchaser for the Affordable Dwellings; and
- 9.1.2 after a period of sixty (60) days from the date of such notice the Council or a Registered Provider has not exchanged contracts unconditionally with the Mortgagee or receiver for the purchase of the Affordable Dwellings with a completion date no later than one (1) month from exchange of contracts
- 9.2 The purchase price payable by the Council or another Registered Provider shall be limited to:-
- 9.2.1 the Open Market Value of the Affordable Dwellings in question (subject to the provisions of this Deed); or
- 9.2.2 if higher, the amount required to redeem the outstanding borrowing (including interest accrued plus costs and reasonable expenses the Mortgagee is entitled to recover under the terms of its mortgage) secured upon the Affordable Dwellings concerned, up to a maximum amount being the Open Market Value of the Affordable Dwellings as if unencumbered by the provisions of this Deed
- 9.3 If the provisions in paragraph 9.1.1 and 9.1.2 of this Schedule are met, the Council will forthwith

certify to that effect, and the Mortgagee or receiver (including an administrative receiver) and any person deriving title under such Mortgagee or receiver (including an administrative receiver) may manage and/or sell the Dwelling or Dwellings concerned free from the terms of this Schedule

9.4 If the former lessee under an Equity Sharing Lease granted by a Registered Provider exercises his Right to Acquire the whole of the equity in the whole of the Dwelling then upon the transfer of ownership to that person that Dwelling shall, so far as is legally permissible, be subject to a right of pre-emption in favour of the Registered Provider, exercisable within twenty eight (28) days, provided that if such right of pre-emption is not exercised on the first occasion on which it arises, the former lessee shall be entitled to transfer the Dwelling free from the provisions of this Schedule

9.5 Subject to paragraph 9.4 above the provisions of this Schedule shall not be binding upon

9.5.1 a tenant (or their mortgagee or successors in title) of the Registered Provider or an occupier of an Affordable Dwelling who has exercised a Right to Acquire or a Right to Buy in respect of an Affordable Dwelling; and/or

9.5.2 a tenant (or their mortgagee or successors in title) of an Equity Share Dwelling where the tenant has Staircased out and acquired one hundred per cent (100%) of the equity of the Dwelling

THIRD SCHEDULE

School Land

The Parties covenant as follows:-

Council to serve notice

1. Prior to Occupation of the seventy fifth (75th) Dwelling on the Site the Council shall serve written notice on the Owner informing it whether or not it wishes the School Land to be transferred to either the Council or a nominee of the Council in order for the School Land to be developed for a primary school and/or nursery

School Land required

2. If the Council serves notice indicating that it wishes the School Land to be transferred to either the Council or a nominee of the Council in order for the School Land to be developed for a primary school and/or nursery ('a Positive Notice') then the Owner shall as soon as reasonably practicable thereafter transfer the School Land to the Council or the Council's nominee at nil cost and such transfer to include the clauses set out in Annex 4 to this Deed
3. In the event that the Council serves a Positive Notice in accordance with paragraph 1 of this Schedule then immediately prior to the transfer of the School Land the Owner shall ensure that the School Land:
 - 3.1 is clear of all buildings plant apparatus and other structures;
 - 3.2 is in a clean and tidy condition free from contamination and all waste materials rubbish debris and refuse;
 - 3.3 has installed up to the boundary of the School Land in locations to be agreed with the Council or its nominee and of a size and standard acceptable to relevant utility companies statutory undertakers and service providers all such means pipes mains sewers drains gullies culverts wires cables and any other service conducting media and any ducts conduits channels or trenches carrying the same and any necessary pumps housing supports plant engineering works equipment and means of access thereto or egress therefrom as shall be necessary to ensure the proper provision of services to the School Land; and
 - 3.4 has carried out and completed such other works required for the School Land to become Serviced Land
4. During construction and development of the School Land the Council or its nominee shall
 - 4.1 hold the Owner harmless and keep the Owner indemnified from and against any claim in connection with or incidental to the carrying out of any development of the School Land including the carrying out of any highway works by or on behalf of the Council required solely in connection with the School Land or the construction and operation of the School Land by or on behalf of the Council or its nominee pursuant to this Deed

- 4.2 not obstruct or unreasonably interfere with the rights of the Owner or occupiers of any Dwellings in carrying out the development of the School Land
- 4.3 cooperate in accepting the transfer of the School Land from the Owner pursuant to the provisions of this Schedule and to hold develop and use the School Land thereafter solely for the provision of a primary school and/or nursery open to the public without the payment of fees and for no other use or purpose
- 5 The Council shall use all reasonable endeavours to ensure that the use of the School Land for the provision of a school/nursery shall commence by the September following five (5) years after the transfer of the School Land to the Council or its nominee
- 6 In the event that the Council elects for the School Land to be transferred either to the Council or a nominated transferee the Council shall procure that the Sports Pitches are Delivered as part of the development of the school and are made available for community use as a dual use facility in Perpetuity

School not delivered

- 7 If the use of the School Land as a school and/or nursery has not commenced within five (5) years of the School Land being transferred to the Council or its nominee then the transfer of the School Land to the Council or its nominee shall be treated as void and title in the School Land shall revert to the Owner or their nominated successors in title to adjoining land and the Council or its nominee shall cooperate in effecting registration of the School Land back into the Owner's or nominated successor's name and the restrictions on use of the School Land (but excluding the Sports Pitches) set out in this Deed shall cease to have effect AND upon completion of the registration of the School Land into the name of the Owner or its nominated successor the Education Contribution shall immediately be payable to the Council

School Land not required

- 8 If the Council:
- 8.1 serves notice confirming that it does not wish the School Land to be transferred to either the Council or a nominee of the Council in order for the School Land to be developed for a primary school and/or nursery; or
- 8.2 fails to serve notice pursuant to paragraph 1 of this schedule prior to Occupation of seventy five (75) Dwellings on the Site
- then the Owner shall instead pay to the Council the Education Contribution. The Education Contribution shall be paid to the Council by Phase and proportionately in tranches prior to the Occupation of fifty per cent (50%) of the Dwellings on the Phase in question and SUBJECT TO paragraph 9.1 below, the Owner shall be at liberty to apply for planning permission to develop the School Land (but excluding the Sports Pitches) for an alternative use
9. Where the School Land is not transferred to the Council or alternative nominee in accordance with paragraphs 1 and 3 above or where the Council has confirmed pursuant to paragraph 8.1 that it does not require the School Land to be transferred or if the School Land is transferred

back to the name of the Owner or its nominated successor pursuant to paragraph 7 then the following shall apply:

9.1 the Owner shall:

9.1.1 obtain the Council's approval in writing to the Sports Pitches Specification and if the Council does not approve or reject the proposed Sports Pitches Specification submitted to the Council within twenty (20) Working Days of its receipt such failure to do so shall be treated as the Council's deemed approval to the proposed Sports Pitches Specification

9.1.2 Deliver the Sports Pitches;

9.1.3 obtain the Council's approval to the Sports Pitches Management Scheme; and

9.1.4 transfer ownership management and maintenance of the Sports Pitches to the Management Entity;

each to take place on or before Occupation of the one hundred and eightieth (180th) Dwelling and no more than one hundred and eighty (180) Dwellings shall be Occupied unless the Sports Pitches have been Delivered, the Sports Pitches Management Scheme has been approved in writing by the Council and ownership management and maintenance obligations of the Sports Pitches have been transferred to the Management Entity

9.2 If the Council does not approve or reject the proposed Sports Pitches Management Scheme submitted pursuant to paragraph 9.1.3 of this Schedule within twenty (20) Working Days of its receipt such failure to do so shall be treated as the Council's deemed approval to the Sports Pitches Management Scheme

9.3 The Management Entity shall thereafter manage and maintain the Sports Pitches as part of the Open Space and in accordance with the Sports Pitches Management Scheme

FOURTH SCHEDULE
Health Contributions

Health CCG Contribution

1. The Owner shall give at least four (4) months' notice in writing to the Devon Clinical Commissioning Group of its intention to pay the Health CCG Contribution to the Council
2. No Dwelling shall be Occupied until six (6) months following the date of payment of the Health CCG Contribution to the Council and the Health CCG Contribution shall be paid to the Council at least six (6) months prior to the first Occupation of any Dwelling

Health FT Contribution

2. The Owner shall pay the Health FT Contribution to the Council by Phase (calculated in accordance with the number of Dwellings for which Reserved Matters Approval has been granted in respect of such Phase) prior to Commencement of Development on the Phase in question

FIFTH SCHEDULE
Council's Covenants

The Council covenants:

1. To use all the sums received from the Owner under the terms of this Deed for the purposes specified in this Deed for which they are to be paid or for such other purposes for the benefit of the Development as the Owner and the Council shall agree in writing
2. To repay to the Owner with interest at the rate of one per cent (1%) over the base rate of National Westminster Bank PLC any elements of the Financial Contributions paid by the Owner to the Council under this Deed which are
 - 2.1 unspent five (5) years after receipt by the Council (and money shall be deemed to have been expended if the Council has properly entered into a contract for the expenditure of the money for the purpose for which it is paid which is reasonably likely to result in the fulfilment of that purpose); or
 - 2.2 used for purposes other than those referred to in this Deed

Health Contributions

3. Upon receipt of the Health CCG Contribution to make payment of the same to the Devon Clinical Commissioning Group and to ensure that the Devon Clinical Commissioning Group spends the Health CCG Contribution on the provision of additional consulting and clinic rooms to serve residents of the Development at Galmpton Surgery
4. To secure repayment to the Owner of any part of the Health CCG Contribution that has not been spent or committed to be spent for the purposes for which it has been collected after a period of five (5) years from the date that the Health CCG Contribution was paid to the Council in full
5. Upon receipt of the Health FT Contribution to make payment of the same to the Torbay & South Devon NHS Foundation Trust and to ensure that the Torbay & South Devon NHS Foundation Trust spends the Health FT Contribution on the provision of a new health and wellbeing centre to serve the local community including residents of the Development
6. To secure repayment to the Owner of any part of the Health FT Contribution that has not been spent or committed to be spent for the purposes for which it has been collected after a period of five (5) years from the date that the Health FT Contribution was paid to the Council in full

Evidence and Discharge

7. To provide to the Owner such evidence as the Owner shall reasonably require in order to confirm the expenditure of the sums paid by the Owner under this Deed
8. At the written request of the Owner to provide written confirmation of the discharge of the obligations contained in this Deed when satisfied that such obligations have been performed

SIXTH SCHEDULE
Provisions for Index Linked Payments

1. **“The Index”** means the All Items Index of Retail Prices issued by the Office for National Statistics or any publication substituted therefor
2. **“Increase”** means the amount (if any) by which the Index for the month preceding the date of payment exceeds the Index for the month in which this Deed is dated
3. **“Base Figure”** means any sum payable under the provisions of this Deed and stated to be Index Linked
4. **“Additional Payment”** means the sum that bears the same proportion to the Base Figure as the Increase bears to the Index for the month in which the Deed is dated PROVIDED ALWAYS that:
 - 4.1 If the reference base used to compile the Index shall change after today’s date the figure taken to be shown in the Index after the change shall be the figure which would have been shown in the Index if the reference base current at today’s date had been retained
 - 4.2 If it becomes impossible by reason of any change after today’s date in the methods used to compile the Index or for any other reason whatever to calculate the Additional Payment by reference to the Index or if any dispute or question whatever shall arise between the Parties with respect to the amount of the Additional Payment or the construction or effect of this paragraph the determination of the Additional Payment or other matter of difference shall be determined by an Arbitrator to be appointed either by agreement or in the absence of agreement between the Parties by the President for the time being of the Royal Institute of Chartered Surveyors (or his duly appointed deputy or any person authorised by him to make appointments on his behalf) on the application of either party who shall have full power to determine on such date as he shall deem appropriate what would have been the increase in the Index had it continued on the basis and in view of the information assumed to be available for the operation of this clause or (if that determination shall also be impossible) shall determine a reasonable Additional Payment having regard to the purposes and intent of the provisions of this paragraph
5. Any sum payable under this Deed and stated to be Index Linked shall be increased by the Increase and any Additional Payment shall be payable at the same time as the sum to which it refers.

Annex 1

Specification for Adapted Dwellings

(please note – the terms of this annex are not negotiable)

Specification for Dwellings for persons with disabilities

In the case of conflict between this specification and any statutory requirement (e.g. planning permission/conditions, Building Regulations), the statutory requirement shall take precedence. Subject to that, no waivers will be allowed in respect of this specification except with the consent in writing of the Head of Asset Management & Housing or similar post holder carrying out the Council's housing function employed by the Council from time to time.

External environment and entrances

- Drop Kerbs
 - o Provide sufficient drop kerbs at suitable locations around the property and surrounding approach to the development to provide adequate access for a wheelchair user.
- Car Port
 - o Provide a carport for transferring to a wheelchair and negotiating the entrance in the dry.
 - o Minimum dimensions - width: 3600mm, length: 5800mm, height: 2800mm.
- Ramps & Paths
 - o Maximum gradient for ramps and paths over 5m in length: 1:20.
 - o Maximum gradient for ramps and paths under 5m in length: 1:15.
 - o Maximum gradient for ramps and paths under 2m in length: 1:12.
 - o Minimum width of all ramps and paths: 1200mm.
 - o Provide safety edges to all ramps and paths minimum: 100mm where there is a level difference between ramp and surrounding area.
 - o Level platform by entrances: 1500x 1500mm.
 - o Surfaces to be smooth but slip resistant.
 - o Handrail to one side of ramp 800 – 1100mm high.
 - o All pathways to be well lit by day and night
- Scooter Store
 - o Provide scooter store minimum size: 1200mm x 800mm (vented). Alternatively provide suitable charging point at the rear of the car port.

- o Provide an internal wheelchair and hoist storage and charging area - minimum 1200mm x 800mm (vented).
- Gardens
 - o Should be level with a paved area min 2400mm x 3600mm wide.
 - o Accessible clothes drying facilities should be provided. Paths should meet the standard above.
 - o Rotary drier should be height adjustable.

Internal environment

- Entrances and internal doorways
 - o Maximum threshold on all doors: 15mm.
 - o Lighting, with PIR detectors should be provided at all entrances.
 - o Clear opening width: 850mm minimum (unobstructed).
 - o Provide suitable charging point for wheelchair in hallway or other suitable location.
 - o Door locks to be easy to operate with one hand. Thumb turn internally.
 - o Door handles to be lever type.
 - o Provide additional Spy hole 1100mm from the floor.
 - o Provide a box to catch the mail under letterbox.
 - o Provide a fuse spur for the provision of a remote controlled door opener as an adaptation on the main entrance door.
 - o Fire doors to have remote control door openers.
 - o Provide door intercoms from bedroom and main living area for the main property entrance and any communal entrance.
- Passages
 - o For a straight passage minimum width: 900mm.
 - o To allow 90 degree turn minimum width: 1200mm.
 - o Next to main entrance: 1500mm x 1500mm.
- Windows
 - o Bottom of windows should be 810mm from the floor.
 - o Sills should be shallow.
 - o Lever handles positioned at the bottom of the window.
 - o Any locking mechanism needs to be accessed from a seating position with minimum strength and dexterity.
 - o Window over kitchen worktops to have remote opening.

- Components
 - o Switches should be between: 700mm and 1000mm from ground.
 - o Sockets should be: 600mm from the ground.
 - o Meters should be between: 1200mm and 1400mm from the ground.
 - o Heating controls should be between: 750mm x 1000mm from the ground.
 - o Other internal features such as mirrors, hooks, shelving should be usable from a seated position
 - o Heating should be adjustable and available on demand.
 - o Residential sprinklers should be provided to all rooms within the accommodation.

- Bedrooms
 - o Minimum sizes: double: 3900mm x 4850mm, single: 3900mm x 3000mm
 - o The bedroom designed for the wheelchair user should be situated next to bathroom/wet room with a demountable partition to allow a ceiling track hoist to run from the bed to over the toilet and bath.
 - o For those properties with two or more floors this bedroom should be provided on the ground floor.
 - o Ceiling joists should be of sufficient size and strength to allow for possible fitting of ceiling track hoists. Any strengthening should allow for flexibility of track layout.
 - o Joists to run at right angles to anticipated direction of track travel.
 - o Provide a fused spur outlet at ceiling level at one end of the anticipated position of track.
 - o A minimum four double sockets one either side of bed should be provided.
 - o Provide sensor light with remote control.
 - o Provide a door entry intercom system to give access to the properties front door and any communal door.

- Bathroom
 - o Properties with two or more bedrooms:
 - o Minimum size: 2700mm x 3500mm
 - o To include a full wet room (specification below).
 - o For properties with two or more floors a bathroom/wet room should be provided on the ground floor next to the bedroom designed for the wheelchair user (as above)

 - o Properties with one bedroom:
 - o Minimum size 2700mm x 2500mm
 - o To include a full wet room (specification below).

○ For properties with two or more floors a bathroom/wet room should be provided on the ground floor next to the bedroom designed for the wheelchair user (as above)

○ All properties:

○ Wet room specification

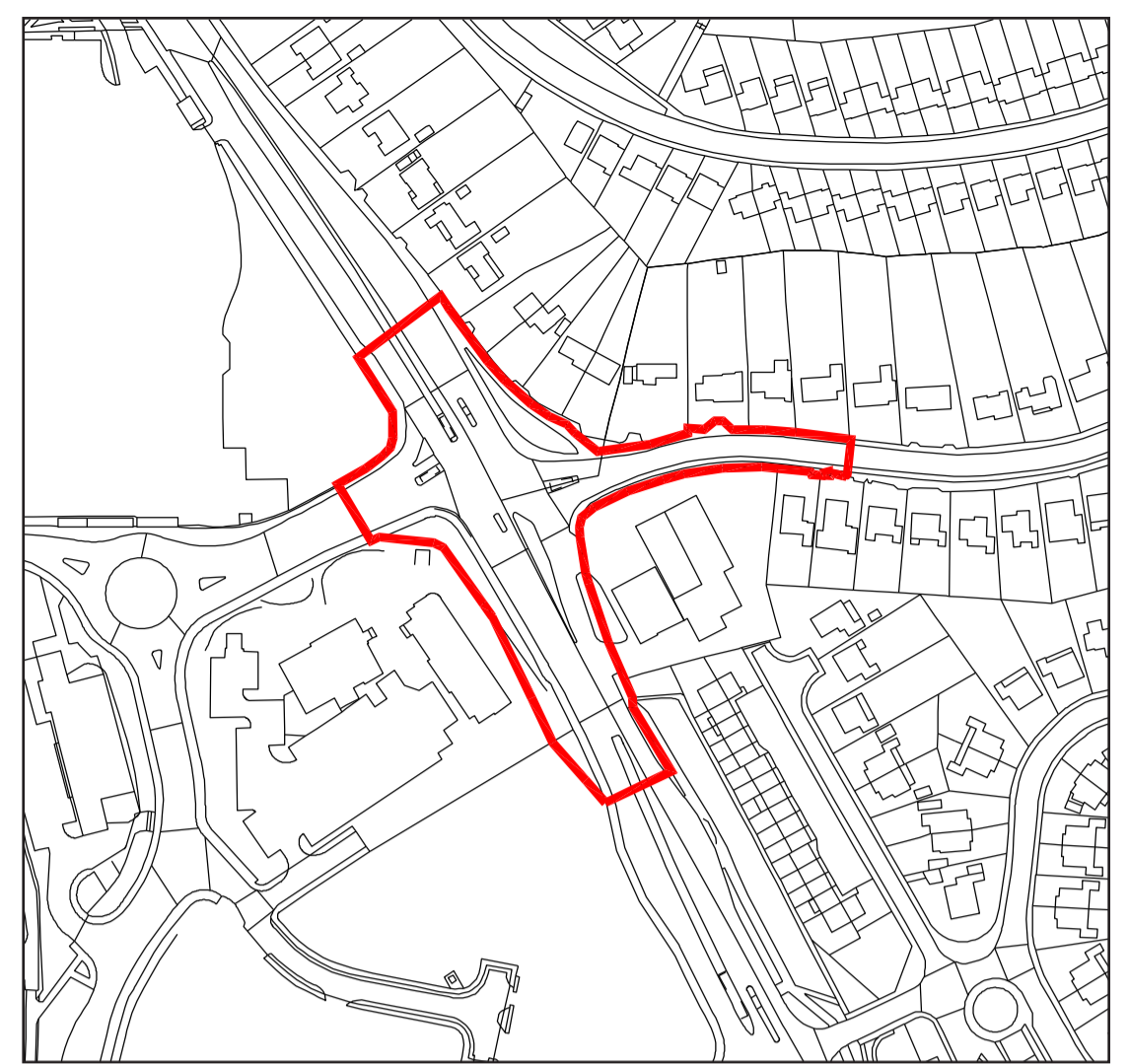
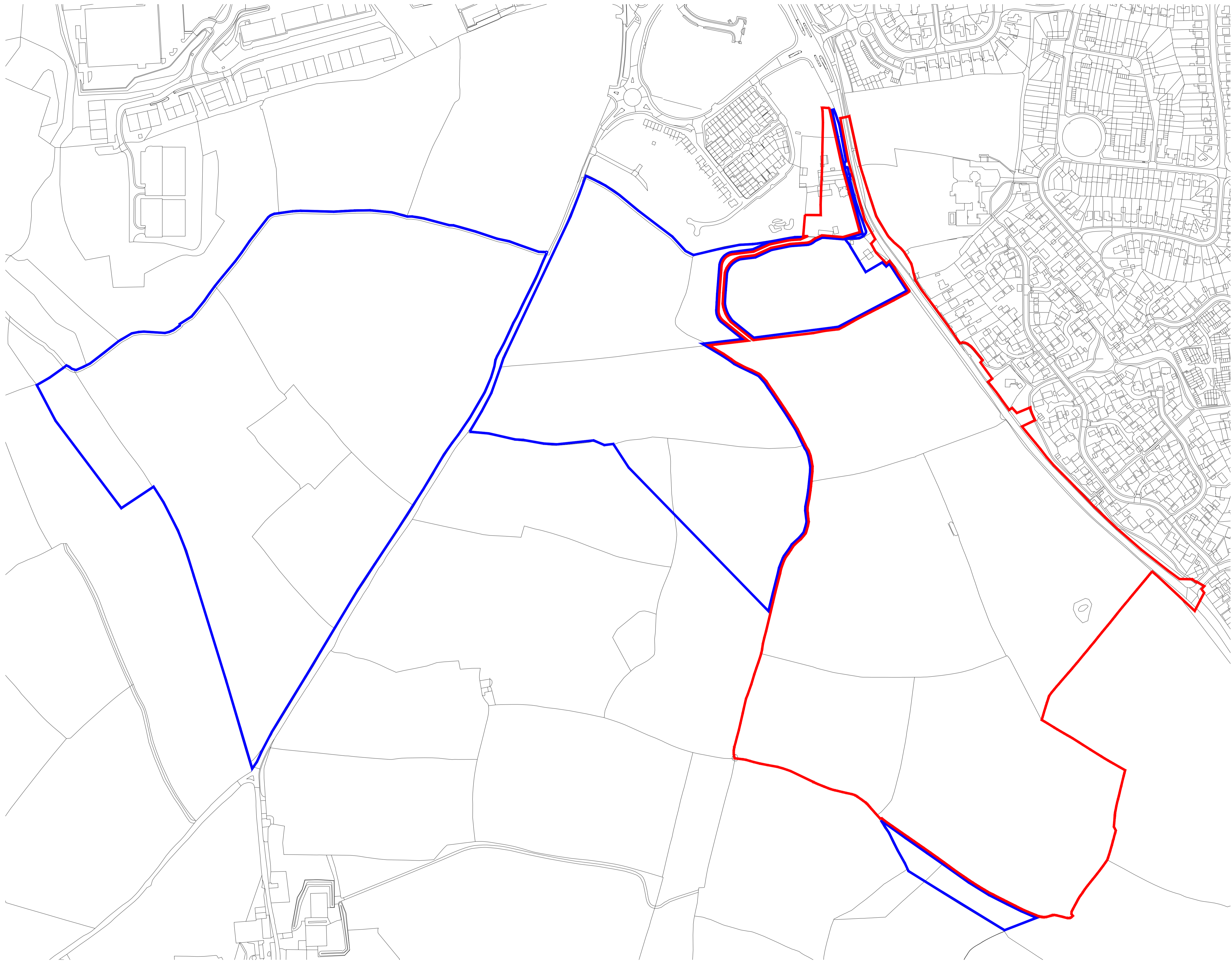
- Install a level access push button shower complete with W.C and fused spur to allow for the installation of a geberit or closomat automatic cleaning drying toilet and height adjustable wash hand basin, all fitted in accordance with approved document M of the Building Regs. The washbasin should be wall mounted on adjustable brackets with flexible plumbing and no pedestal.
- The shower area should be formed by using an Impey Level-Dec shower floor former (or equivalent) incorporating a flush floor gulley connected to the existing foul drainage system.
- The whole of the room floor is to be covered in Altro high performance Marine 20 floor covering. Gradient of shower area needs to be a minimum of 900mm x 1,400mm.
- All joints in the floor covering to be hot welded and within the shower area the floor covering is to be turned up the walls by 100mm using proprietary cove former and finished with captile trim to wall tiling. Provide 150mm x 150mm plain white contract wall tiles from floor to ceiling within the shower splash area.
- Provide and install a thermostatically controlled shower unit (either Mira Advance 8.7KW electric shower or Mira Excell mixer shower) complete with 1500mm. slider rail, detachable shower head and 2000mm. flexible hose at least 2m in length. The control unit is to be positioned at 900mm. above the floor level and approximately 900mm. away from the seat wall. Riser rail to be positioned 800mm. away from seat wall and within easy reach of seated shower user. The shower head should be on slide bar to allow adjustment suitable for a seated or standing person. (presume this covers "Controls to be reached from a sitting position")
- Provide and fix a height adjustable wall mounted fold down shower seat with adjustable folding legs, folding arms and backrest fitted in accordance with manufacturer's instructions.
- Provide and fix a heavy duty aluminum curtain rail with weighted floor length non-static mould resistant curtain in white (2000mm drop). The track should be fitted so that the curtains fall within the area of the shower former.
- Provide and fix ABS plastic fluted grab rails to facilitate use of shower, W.C. and wash hand basin. Ensure fixing points are of adequate strength to safely support the weight of the user. To include 2 x 600mm rails and one drop down rail in shower, 1 x 600mm rail and one drop down rail by toilet and 1 x 600mm rail by basin.

- Provide and fit a body drier.
 - Provide and fit a wall mounted fan heater.
 - Provide and fit a shaver socket next to washbasin, accessible from a seated position.
 - Provide and fit a mirror which should be long enough to be used from a sitting and standing position.
 - All walls in bathroom to have sufficient fixing points for flexible positioning of rails to suit individual requirements.
 - Walls to have additional 18mm WPB plywood sheeting internally where timber or metal stud used.
 - All taps should be lever mixer taps.

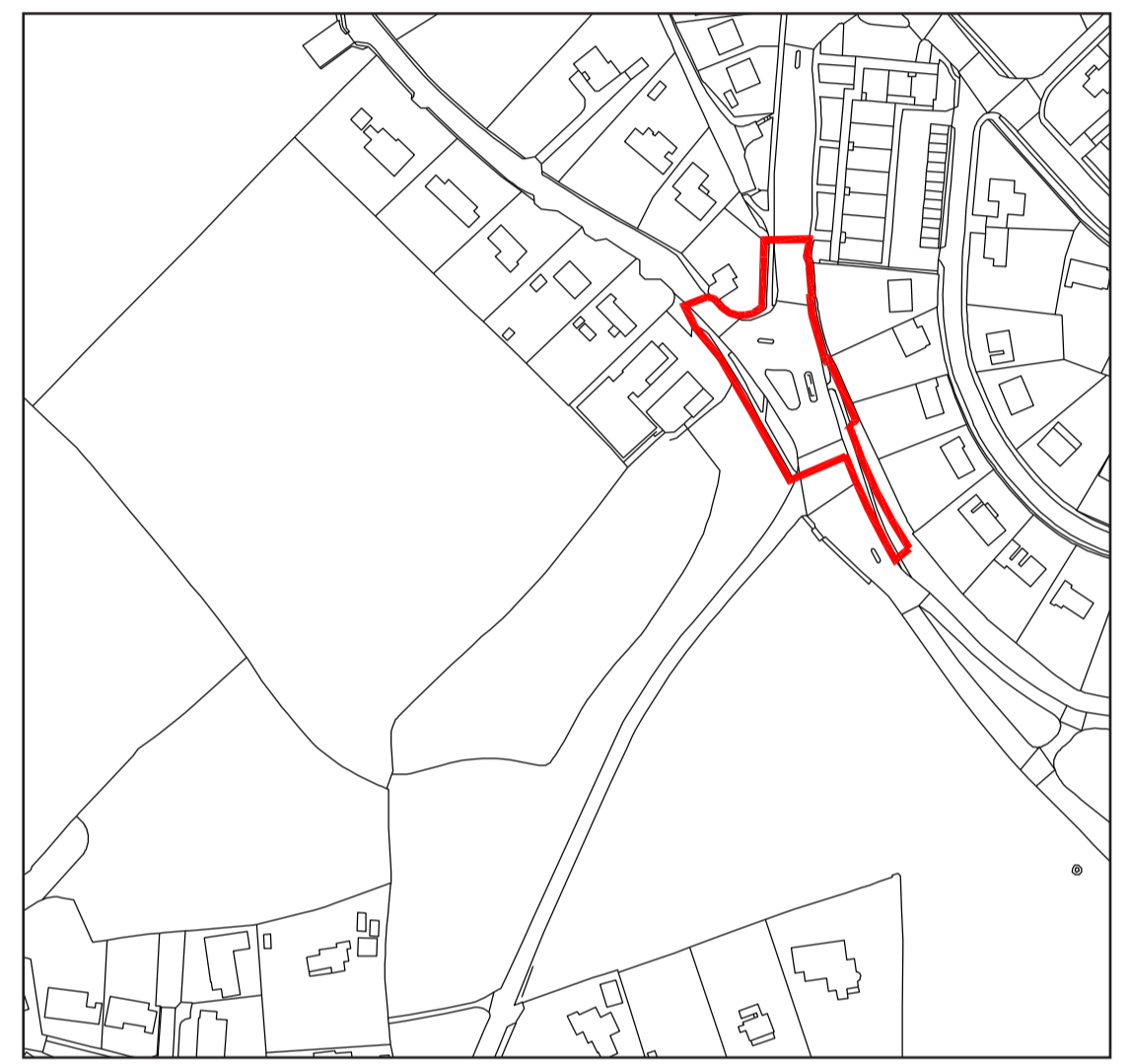
- Living room
 - o Minimum size 4000mm x 4000mm.
 - o Allow for sufficient dining area i.e. 2500mm x 2500mm if this is not provided in the kitchen or separate dining room.
 - o Provide a minimum of four double sockets.

- Kitchen
 - o All worktops should be on adjustable brackets to range from 700mm to 900mm.
 - o The kitchen design should allow for knee clearance under the sink, hob and a section of work surface.
 - o Separate hob and oven housing.
 - o Oven should have a side-opening door and pull out shelf beneath.
 - o Sink should to be insulated underneath to protect the user.
 - o Sink should have lever mixer taps.
 - o Provide a minimum four double sockets above worktop at an appropriate position for using the kettle, microwave, toaster and other labour saving equipment.
 - o Corner units should have carousels.
 - o Space and plumbing should be provided for a minimum of four standard sized white goods.
 - o Wall cupboards should be fitted as low as possible but not to impede on space that may be required for equipment.
 - o A minimum of 2.5m cubed should be provided beneath the worktop.

Annex 2
Plans



Brixham Road / Long Road Junction



Windy Corner



Inglewood, Paignton

Application Red Line Boundary

Drawing Title Application Red Line	Project Inglewood, Paignton
Scale (at A1) 1:2500	Date 09.11.17
Drawn NH	Chk MH
Drawing No 15230_P_001	Rev D
Promenade House The Promenade Clifton Down Bristol BS8 3NE	T +44 (0)117 974 3271 E paulseaver @stridetreglown.com



Green Infrastructure Key

- Existing hedgerows
Existing and retained on site hedgerows.
- - - Countryside access route
Providing linked access to the countryside.
- Strategic primary street tree planting
Large scale tree planting on primary streets - set within the streetscape (not in privately owned front gardens). Exact locations to detailed design.
- Strategic secondary street tree planting
Tree planting on secondary streets - set within the streetscape (not in privately owned front gardens). Exact locations to detailed design.
- Strategic tree planting in public open space
Large scale tree planting within the public realm. Exact locations to detailed design.
- Native woodland block planting
Native woodland mix planting with large tree planting groups.
- Native woodland belt planting - 8-10m wide
Native woodland belt planting mix adjacent to existing hedgerows (and rear of properties to the South of orchards and allotments - approximately 8-10m wide).
- Woodland block planting on high point
Large evergreen woodland mix.
- Proposed woodland belt 'hedgerow' planting - 3-5m wide
Native woodland belt planting managed to match existing outgrown/treed hedgerow along Brixham Road.
- - - Proposed hedgerow
Native mix hedgerow, either:
- 1.5m bank with minimum of 2m hedgerow (subject to soil availability), or
- Hedgerow maintained to overall height of a minimum of 3m.
- - - Proposed split level one-sided hedgebank
Native mix hedgerow - Maintained to 1.5m high
- - - Proposed Hedgerows - 1m high / 1.5m wide
Native hedgerow - acting as connectivity route of hedgerows within development.
- - - Proposed Hedge Bank
New planting on crescent shaped bund 'wide hedge bank' - 8m wide at base, 4m at top, height 2m on lower side 1.5m or more on upper side, subject to engineer's confirmation of soils and construction; or 3m side hedgebank green strip.

ORCHARDS

ALLOTMENTS

PUB

BUS STOP

NEAP

LEAP

SCHOOL

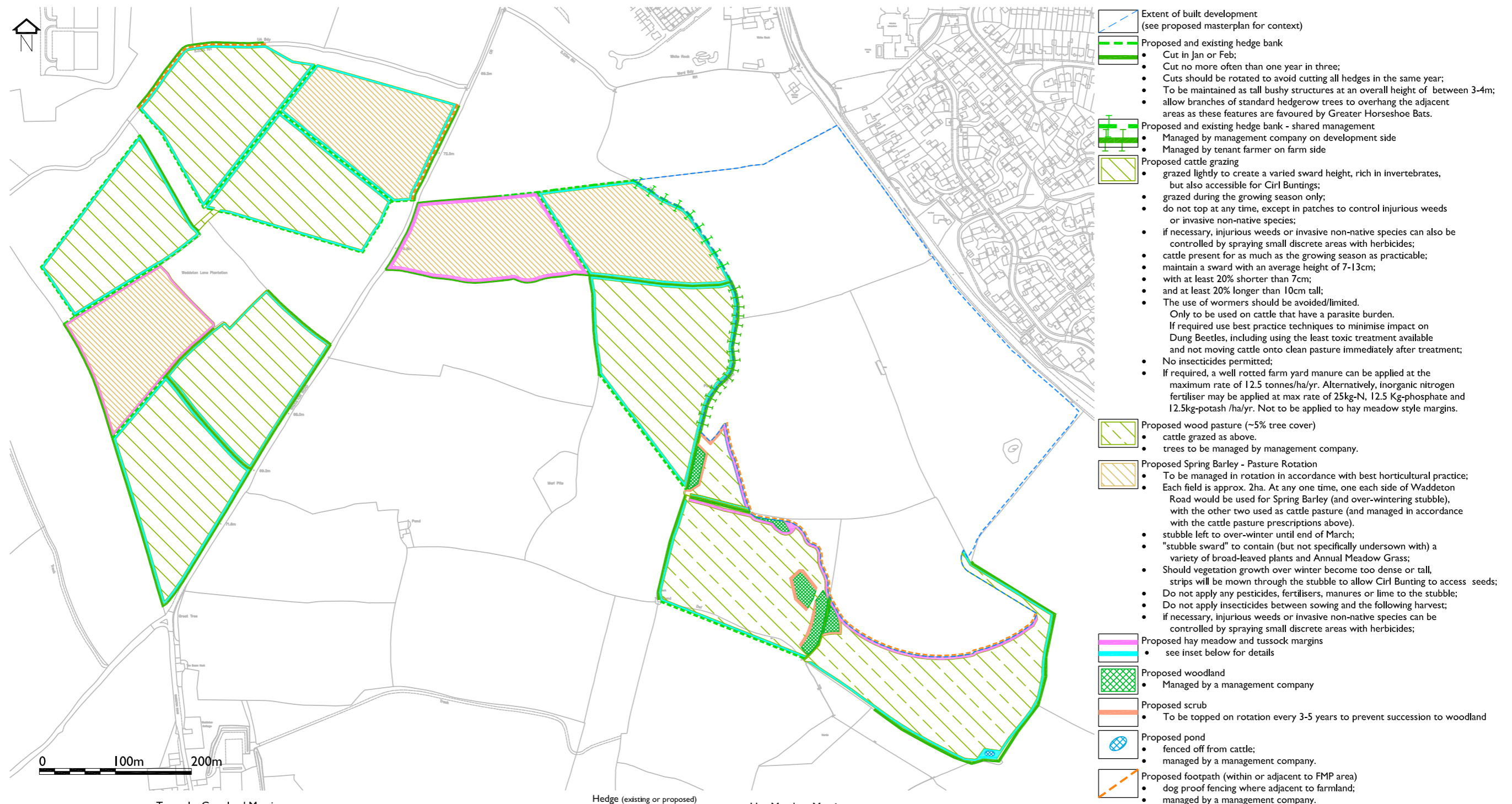
LEAP

NORDS

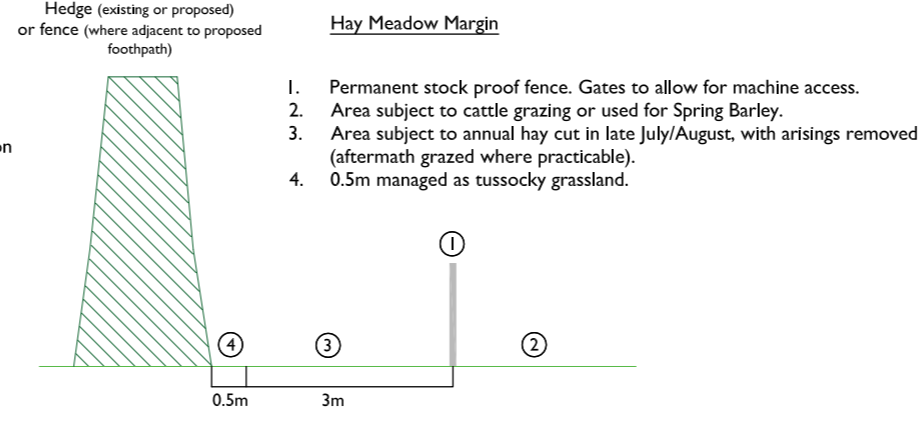
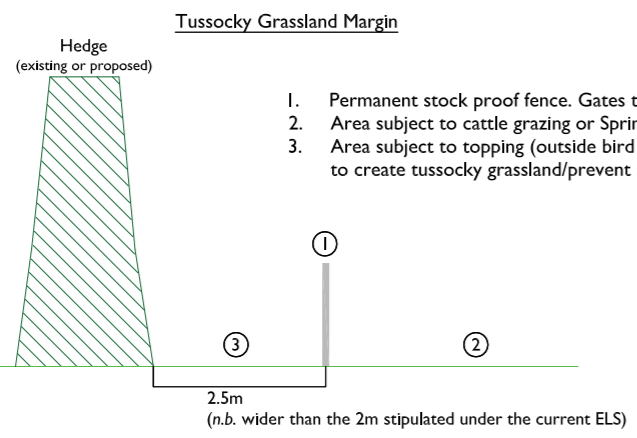


Cattle grazed wood pasture
5% tree cover planted in groups of 3,5,7&9 as per masterplan locations

Cattle grazed wood pasture
5% tree cover planted in groups of 3,5,7&9 as per masterplan locations



0 100m 200m



NICHOLAS PEARSON ASSOCIATES
ENVIRONMENTAL PLANNERS · LANDSCAPE ARCHITECTS · ECOLOGISTS

Deeley Freed Estates

Inglewood, Paington



Proposed Farming Practices

February 2018

RESPONSIBILITY IS NOT ACCEPTED FOR ERRORS MADE BY OTHERS FROM SCALING FROM THIS DRAWING. ALL CONSTRUCTION INFORMATION SHOULD BE TAKEN FROM FIGURED DIMENSIONS ONLY.



KEY

-  APPLICATION BOUNDARY
-  NORTHERN ACCESS ROUTE

STRIDE TREGLOWN

SECTION 106 NORTHERN ACCESS ROUTE PLAN

PROJECT: INGLEWOOD, PAIGNTON

CLIENT: DEELEY FREED

REVISED BY: NH

CHECKED BY: MH

ORIGINATOR NO: 15230

SUITABILITY STATUS: S2 / SUITABLE FOR INFORMATION

SCALE: 1:2000@A3

DRAWING NUMBER

15230_SK_231

REVISION: P1

stridetreglow.com

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Annex 3
Local Connection Criteria

(please note – the terms of this annex are not negotiable)

1. The applicant (or member of the applicant's household) must have lived within Torbay for 5 years.
2. Applicants who are not currently resident in the district/area but who can demonstrate a strong association to the local area will be able to qualify (e.g. through family association or employment). This is defined as:
 - 2.1 Need to work in Devon. The Local Government Association guidelines define this as employment other than of a casual nature. For the purposes of this policy this will be defined as having had permanent work with a minimum of a 16 hour contract per week for the previous 6 months, and without a break in the period of employment for more than three months.
 - 2.2 Have family connections in Devon. The Local Government Association guidelines define this as immediate family members (parents, siblings and nondependent children) who have themselves lived in the area for 5 years
3. Exceptions to the 5 year residency test will be:
 - 3.1 Existing Social Housing tenants, in Devon
 - 3.2 Members of the Armed Forces and former Service personnel, where the application is made within five years of discharge
 - 3.3 Bereaved spouses and civil partners of members of the Armed Forces leaving Services Family Accommodation following the death of their spouse or partner
 - 3.4 Serving or former members of the Reserve Forces who need to move because of a serious injury, medical condition or disability sustained as a result of their service
 - 3.5 People who are assessed as being within the reasonable preference categories – Bands A, B, Emergency and High Housing Need, as per the DHC Policy
 - 3.6 Applicants requiring Sheltered Housing.

Annex 4

Draft Clauses for Inclusion in Transfer for School Site

- 1 Transferee to hold develop and use the School Land solely for the provision of:
 - 1.1 a government-funded school open for the education of pupils without the payment of fees; and
 - 1.2 for community, fundraising and recreational purposes which are ancillary to the use specified in paragraph 1.1 above
- and for no other use or purpose.

Annex 5
Management & Maintenance Scheme

- 1 Identify the relevant areas of Open Space, Farmland, SUDS and Northern Access Route to be owned, managed and maintained by the Management Entity and to be covered by the Management and Maintenance Scheme
- 2 Include full details of the maintenance specifications for the Open Space, Farmland, SUDS and Northern Access Route including details of:
 - 2.1 the timing of the transfer of ownership of each of the Open Space, Farmland, SUDS and Northern Access Route or any part or parts thereof to the Management Entity or (where relevant) to the relevant statutory undertaker; and
 - 2.2 how the Management Entity will engage and liaise with residents and deal with their concerns and the service level that the residents will be entitled to expect with regard, for example, to the mowing of grassed areas
- 3 Identify and include details of the Management Entity (including emergency contact details and arrangements for contacting the Management Entity both within office hours and out of office hours, constitution, composition, objectives, responsible person and management arrangements)
- 4 Include details of the management of the Open Space, Farmland, Countryside Access Route, SUDS and Northern Access Route including ecological landscape, hydrological function, social, wildlife and amenity use
- 5 Include the amount of Forward Fund that shall be paid in relation to each Phase or how the Forward Fund for any Phase will be calculated including in relation to the SUDS and the timing of such payment(s)
- 6 Include details of funding arrangements to ensure the maintenance and management of the Open Space, Farmland, SUDS and Northern Access Route in Perpetuity (which may involve the imposition of a rent or service charge) including arrangements to cover the periodic costs of replacement and or refurbishment of features, facilities and/or equipment
- 7 Include details of the procedure to be implemented to safeguard the Open Space, Farmland, Countryside Access Route, SUDS and Northern Access Route should the Management Entity become insolvent or fail in its duties
- 8 Include for approval a draft of the Rentcharge Agreement to be entered into by the Management Entity and owners of individual plots on the Site. Such a Rentcharge Agreement must include details of:
 - 8.1 how the Rentcharge is calculated and the method by which it will be increased

- 8.2 how often information relating to budget information and the calculation of the Rentcharge will be provided to Rentcharge payers
 - 8.3 the level of service that will be provided for the Rentcharge e.g. the types of maintenance works which will be carried out, the frequency of regular maintenance and the time-limits within which repairs will be completed
 - 8.4 details of the procedure for reporting damage or lack of maintenance, and for the resolution of complaints
 - 8.5 the circumstances for and method by which Rentcharge payers will have the collective right to change the Management Entity AND for the avoidance of doubt such a right should be exercisable after a vote to do so by a super-majority of sixty per cent (60%) of those taking part in the vote
 - 8.6 the process by which assets will be assessed and transferred to a new management entity in the event that a vote to change the Management Entity is passed
- 9 References to the Farmland in the above paragraphs shall not apply where the Farmland is transferred to an alternative body with the Council's written approval
 - 10 References to the SUDS in the above paragraphs shall only apply to the extent that the SUDS are or will be owned and managed by the Management Entity and not transferred to a statutory undertaker.

Annex 6

Part 1

Ecological Mitigation Works

On the Farmland:

- a) Planting/creation of approximately 2.5km of new hedgebanks and associated fencing.
- b) Hedge planting to include diverse/species-rich mix of native plants, mature stock and standard trees at least every 30m;
- c) Reversion of approximately 16ha of the arable off-site Farmland to cattle grazed pasture;
- d) Creation of approximately 4ha of spring sown barley crops to be left as over-wintering stubble;
- e) Preparation and seeding of margins around pasture and over-wintering stubble fields with wildflower meadow mixture to create 0.6ha of unimproved neutral grassland margins;
- f) Preparation and seeding of 2.5m margins around pasture and over-wintering stubble fields of an additional (i.e. over and above the 2m margins currently required under entry level stewardship option, plus new margins adjacent to new hedgerows) 1.0 ha tussock grassland;
- g) Creation/planting of 0.3ha of broad-leaved native woodland on the Farmland and groups of native trees (e.g. Oak) within the proposed pasture to the south of the main development to establish wood pasture and a wildlife pond;

All to be carried out in accordance with the proposed farming practices shown on Plan 3; and

On the Site:

- h) Planting/creation of approximately 600m of new hedgebanks and associated fencing;
- i) Creation/planting of 0.7ha of broad-leaved native woodland; and
- j) Creation/planting of 0.4ha of Community Orchard;

in the areas indicated in dark green on the proposed phasing plan annexed to the Ecological Addendum

Part 2

Farmland Management Scheme

1. The Farmland will be set out and managed in accordance with the proposed farming practices shown on Plan 3.
2. Records of management activities will be kept in a farm diary which will be submitted to the Council as part of the Greater Horseshoe Bat and Cirl Bunting Monitoring Strategy to be approved by the Council pursuant to condition [15] of the Planning Permission

3. The Farmland Management Scheme will be reviewed between the Farmland Management Entity and the Council in accordance with the principles set out in section 10 of the Ecological Addendum and any agreed amendments to the scheme shall be implemented accordingly.

Part 3

Ecological Addendum (February 2018)

Inglewood, Paignton

Ecological Addendum

A Report on behalf of Abacus Projects Ltd

February 2018

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Summary

- 1.0 Introduction
- 2.0 Updated Proposals
- 3.0 Relationship with White Rock mitigation and Environmental Stewardship Agreement
- 4.0 No Net Loss of Cattle Pasture
- 5.0 Habitat Creation
- 6.0 Lighting
- 7.0 Delivery
- 8.0 Bat Houses
- 9.0 Management
- 10.0 Monitoring

Figures

Masterplan

Phasing Plan

5.3a Ecology Impact On-Site with Area-Lengths

5.3b Ecology Impact Off-Site with Area-Lengths

5.4 Boundary Habitat Mitigation – Outside of Built Development

Dark Areas Plan

1.0 INTRODUCTION

- 1.1 An outline planning application (Torbay Council Planning Reference P/2017/1133) for a residential led development of up to 400 dwellings, together with the means of vehicular and pedestrian/cycle access, the principle of a public house, primary school with nursery, internal access roads and the provision of public open space (formal and informal) and strategic mitigation, was submitted in November 2017. Since that time a number of ecology consultation responses have been received, notably from Natural England (NE) and the RSPB. The applicant has also received feedback from Torbay Council via two meetings. This addendum has been prepared to provide clarifications to the key queries raised and will be reflected in an updated Framework Landscape and Ecological Management Plan (FLEMP) and Farm Management Plan.

2.0 UPDATED PROPOSALS

- 2.1 To respond to the AONB Manager's comments regarding a particular view from the AONB, the proposals have been amended around south-western edge of the proposed built development (See updated Masterplan and GI Plan in February 2018). In terms of ecology this has resulted in increased retention of existing hedgerow (approx. 75m) and an increased proposed woodland (approx. 0.5ha) i.e. beneficial changes in terms of ecology.

3.0 RELATIONSHIP WITH WHITE ROCK MITIGATION AND ENVIRONMENTAL STEWARDSHIP AGREEMENT

- 3.1 To help clarify the relationship to the White Rock Off-Site Landscape and Ecological Management Pan (LEMP) commitments (i.e. hedge management/planting and species-rich grassland margin creation) and the extant Environmental Stewardship Agreement (notably hedge management and tussock grassland margins) that overlap with the Inglewood proposals, Figures 5.3a and 5.3b of the Environmental Statement (ES) have been updated to include the area and length calculations from the ecology chapter of the ES (and also reflect the proposed change to the Masterplan which retains an additional 75m of hedgerow). Table I below shows the areas/lengths that would be lost and the area/lengths that would be in close proximity to the development that would be of "diminished value" to wildlife. It also includes the proposed lengths of hedgerows and area of grassland margins to be created by the Inglewood proposals as set out in the ecology chapter of the ES.

Table 1: Effect of Inglewood Proposals on White Rock and Stewardship Commitments

Habitat	Hedgerows	Species-rich Grassland Margins	Tussock Margins
Existing on-Site	3.3km	4,200m ^{2*}	8,460m ²
Proposed loss	400m	1,670m ^{2**}	2,230m ^{2***}
Proposed “diminished value”	1,160m	2,410m ²	460m ²
Proposed total to be affected	1,560m	4,080m ²	2,690m ²
Proposed creation	3.5km ^{****}	0.6ha	1.2ha
Total Gain	3km	0.45ha	1.0ha
Net Gain - optimal value ^{*****}	1km	0.2ha	1.0ha

* but no evidence recorded on-Site during NPA’s ecology surveys.

** 690m² to roads and 980m² which are now proposed to be tussock grassland margins

*** 330m² to roads and 1,900m² which Inglewood proposes to be hay meadow style margin

**** approximately 2.5km of which would be in the Farm Management Area i.e. not adjacent to the proposed development.

***** i.e. Gain in habitats that would not be adjacent to development

3.2 In addition to the above, the proposals also include the following habitat creation which are not covered by the existing commitments:

- 4ha Spring Barley, over-wintered as stubble;
- 1ha of woodland with scrub margins;
- 0.4ha of orchard;
- 2 bat houses (one on-Site and a contribution to one off-site); and
- a pond.

3.3 In the vast majority of instances the Inglewood habitat proposals would be over and above those within the stewardship agreement (i.e. Inglewood proposals are to cut hedges higher and provide wider field margins). The exception to this is where small lengths of hedge or field margins would be removed, the intention is to remove these from the stewardship agreement.

3.4 As noted in the ecology chapter, the only aspect of the White Rock Off-Site LEMP that appears not to have been delivered are the field margins. The commitment was to provide a crop free 3m wide field margin either side of managed hedgerows totalling approximately 4,200m². However the 3m width was to be based on the centre line of the hedgerow. Given the width of existing hedgerows, the actual width of margin would be 1 to 1.5m. Such narrow margins would be difficult/impracticable to access/manage with farm machinery/ tractor. Many of these

margins would also be in shade on the northern side of hedgerows. As such their botanical value would be limited.

3.5 The Inglewood proposals are to create 6,000m² of species-rich grassland margins. This would consist of 3.5m wide margins around arable fields and around the southern extent of the built development (as shown in the Proposed Farming Practices plan) i.e. accessible to a tractor. The Inglewood proposals also allow for species-rich grassland margins within the built development footprint on the basis there would be room adjacent to them (e.g. footpath without a fence) to allow for maintenance access, they could reasonably be managed with smaller machinery if required (e.g. ride on tractor) and subject to detailed design they would be wider than the 1/1.5m proposed by the White Rock Off-site LEMP. Where the White Rock margins would be on the northern side of hedgerows, the Inglewood scheme proposes tussock grassland margins. These tussock grassland margins total 1.0ha extra over and above those already existing under the stewardship scheme.

3.6 Within the Farm Management Plan area the proposed management of hedgerows for Inglewood is in accordance with the White Rock Off-Site LEMP. Within the built development footprint the Inglewood Framework LEMP proposes that hedges be cut more frequently (i.e. annually on alternative sides, rather than once every three years).

3.7 Given all of the above it is considered that:

- the Inglewood proposals would provide a robust ecology mitigation package and it has not double counted the White Rock Off-site commitments;
- the Inglewood proposals could begin prior to the stewardship agreements ending; and
- it would be most appropriate for the Inglewood LEMPs to take on the hedge and margin management where this overlaps with the White Rock Off-site LEMP.

4.0 NO NET LOSS OF CATTLE PASTURE

4.1 Natural England (NE) raised a suggestion that the wood pasture was not included as part of the no net loss of cattle pasture calculations. It is confirmed that a total of 25ha cattle pasture (standard pasture and wood pasture) is proposed be retained/provided, and that that 25ha of cattle pasture currently exist on Site.

5.0 HABITAT CREATION

- 5.1 To help make the habitat creation phasing clearer, the phasing plan has been updated to show the phasing commitments provided in the Framework LEMP (para 4.5.1) and FMP (paras 4.1.7 and 4.1.8).
- 5.2 Now that the proposed built development footprint has been reduced around the south western edge, this has retained a greater extent of existing cattle pasture and has enabled the proposals to include a scrub edge to proposed woodland and still achieve no net loss of cattle pasture.
- 5.3 It is also confirmed that the proposed woodland planting would include native woodland ground flora planting.

6.0 LIGHTING

- 6.1 To help provide certainty that a coherent network of dark vegetated corridors would be provided a Dark Areas Plan has been prepared. This is based on the submitted Hydrock lighting plans. It is confirmed that where car lights might otherwise shine onto areas to be kept dark (<0.5 Lux additional) that earth/hedge banks would be incorporated to act as more robust barrier/screen than vegetation alone.

7.0 DELIVERY

- 7.1 As freeholder of the land, the applicant can bring the existing Farm Business Tenancies to an end where planning permission has been granted. This is provided for within the terms of the existing tenancies. The applicant will therefore serve notice to terminate the existing Farm Business Tenancies as soon as planning permission is granted.
- 7.2 The applicant will then re-let the mitigation land on a single new tenancy embodying the terms of the Farm Management Plan. The applicant and their team have been in extensive discussions with one of the existing tenant farmers and their agent to agree the content of the Proposed Farming Practices plan. This has ensured that the proposed mitigation practices will be achievable in farming terms.

- 7.3 One of the existing tenant farmers has entered into a formal option agreement with the applicant freeholder in which he has agreed that if planning permission is granted for the built development, he will accept termination of his existing tenancy and will take a new farm business tenancy of the entirety of the mitigation land. The tenancy will include terms that require the tenant to deliver the mitigation farming practices set out in the Farm Management Plan. The option agreement will be triggered by the applicant when planning consent is granted and this will initiate the process of granting the new farm business tenancy. The farm business tenancy is based on a reduced rental charge to reflect that it will be less profitable to farm in accordance with the wildlife prescriptions. The new farm business tenancy also incorporates a provision that the tenant will maintain a farm diary to record the implementation of the wildlife mitigation measures so that implementation will be easily monitored.
- 7.4 The delivery of the maintenance and management of the POS and GI within the built footprint, as well as the proposed woodland, trees within the wood pasture, bat house and the wildlife pond within the Farm Management Plan area, has been discussed with Torbay Council and is to be secured within the s106 agreement, likely via a commuted sum to Torbay Council who will manage delivery.
- 7.5 Prior to any change in management practices, the tenant farmer and those that would be responsible for the management of POS within the built development footprint will receive a tool box talk from the ecologist on-site and also at the RSPB's Labrador Bay nature reserve to ensure that the aims and requirements of the management practices are understood.
- 7.5 Alongside these practical and contractual steps, there will be a condition placed on the planning permission for the built development requiring the mitigation works to be implemented prior to commencement of development. That will secure the carrying out of the initial mitigation works before any development can commence on the application land.
- 7.6 The long term management of the mitigation land in accordance with the Farm Management Plan will thereafter also be enforceable via a Section 106 Unilateral Undertaking given by the applicant to both South Hams District Council (within whose area the majority of the mitigation land lies) and Torbay District Council (as planning authority with jurisdiction over the built development). Under the Section 106 Unilateral Undertaking the applicant as freeholder of the mitigation land is prohibited from commencing the built development until it has deposited a cash sum with Torbay District Council as security for the long term management of the mitigation land. [The amount of that cash deposit has yet to be assessed.]

The Unilateral Undertaking then places the mitigation land under covenant to be managed in accordance with the Farm Management Plan in perpetuity. This covenant is enforceable directly by the Councils not only against the freeholder but also against anyone else with an interest in the land, including the tenant farmer.

- 7.7 If either South Hams District Council or Torbay District Council consider at any time that the mitigation land is not being managed in accordance with the Farm Management Plan then they can serve notice on the owner or tenant requiring them to comply. If that notice is not complied with then the Councils can call for the land to be transferred either to themselves or to a nominee (potentially a wildlife trust or other appropriate body) and for the security sum that has been deposited to be used for the long term management of the land. This ensures that in the unlikely event of the Farm Management Plan not being adhered to, for whatever reason, the mitigation management practices can be assured through transfer of the land to either one of the Councils or an alternative appropriate body.

8.0 BAT HOUSES

- 8.1 Whilst the proposals would not affect any horseshoe bat roosts, in accordance with the request within the scoping opinion (Torbay Council, February 2017) the proposals include biodiversity conservation measures that contribute to the overall protection and enhancement of Greater Horseshoe bat habitat. The scoping opinion suggested that one such measure should be to retain and enhance roosting opportunities across the landscape. Following discussions with Torbay council ecologists and Natural England, the Inglewood proposals are for a bat house on Site (with an indicative location shown on the Masterplan) delivered by the Applicant and to make a contribution to one off-site (closer to the Berry Head SAC roost). The financial contribution would be at a level to be agreed and subject to satisfying planning law on S106 contributions. The on-Site bat house would take the form/appearance of a single storey farm stable and contain features suitable for horseshoe bats as suggested in The Bat Mitigation Guidelines (NE, 2004) and The Lesser Horseshoe Bat Conservation Handbook (VWT, 2008).

9.0 MANAGEMENT

- 9.1 The RSPB raised queries with regard to who would be responsible for the management of boundary hedgerows between the proposed built development and the Farm Management

Plan area. The most detailed plan which shows this is the Proposed Farming Practices plan within the FMP. This has been updated to reflect the amended proposals and also to add greater clarity with regards boundary hedgerows.

- 9.2 It is also confirmed that the proposed woodland, trees within the wood pasture, bat house and the wildlife pond would remain the responsibility of those managing the green infrastructure within the proposed built development footprint i.e. now to be Torbay Council as set out in para 7.4 above.

10.0 MONITORING

- 10.1 To assess the delivery and effectiveness of the mitigation measures set out in the ecology chapter of the Environmental Statement and the ecology aims set out in the Framework LEMP, a monitoring programme would be undertaken. The details of such a programme would be set out in an Ecological Monitoring and Early Warning Strategy (EMEWS). Such monitoring would include the following:

Habitat monitoring

- Ecologist and landscape architect to work closely with landscape contractor prior to and during ground preparation and planting;
- Frequent monitoring undertaken by ecologist and landscape architect during establishment periods (starting from planting/creation date);
- Farmer and those responsible for built development footprint management to complete regular diary of management actions, to be reviewed by ecologist and landscape architect.
- Construction not to commence unless planting has met agreed establishment criteria;
- Monitoring to continue annually until 15 years post construction, and then every 5 years thereafter.

Light monitoring

- During construction there would be no night time lighting. This will be enforced and confirmed by the Site manager.
- After each of phase of development is completed a lighting engineer would measure Lux levels to ensure they are no higher than those approved and check that control measures (e.g. dimming, photocells) are working as intended;

- During the course of bat surveys, light spill would be noted (with basic Lux measurements taken).

Cirl Bunting Monitoring

- To be undertaken in accordance with RSPB survey guidelines;
- To be undertaken prior and during construction (which is estimated may take 5 years), and then until at least ten years post construction.
- To be undertaken across the planning application boundary and the Off-site Mitigation Land;
- It is agreed that a minimum of 10 pairs of breeding Cirl Bunting in the Farm Management Plan area should be the target.

Bat Monitoring

- To be undertaken in accordance with Bat Conservation Trust survey guidelines;
- To consist of manual and automated bat detector surveys, survey of bat house, as well as habitat and lighting assessment set out above;
- To be undertaken prior and during construction (which is estimated may take 5 years), and then until at least ten years post construction;
- To be undertaken across the planning application boundary and the Off-site Mitigation Land;
- Desk study exercise to determine status of Greater Horseshoe bat status in local area to put monitoring in context e.g. gain counts of GHS from Berry Head roost.

10.2 As set out in the Framework LEMP the results of monitoring would be reported back annually to Torbay Council. Such reporting would also be sent to Natural England and the RSPB.

10.3 There would be the opportunity to meet annually with Torbay Council and others (e.g. RSPB) to review the monitoring results. If any of the results gave rise to concern then adaptive mitigation measures would be discussed and agreed with Torbay Council and others as appropriate e.g. changes to management practices.



Newly planted woodland

Pedestrian and cycle access to White Rock

Orchard

Allotments

Pedestrian and cycle crossing point

Green connection towards Hookhill Community Centre Park

NEAP play area

PUB

Bus Stops

Landscaped / Rain Garden Area

Mitigation tree planting

Fog Pumping Station

Overhead 11kV line

Mitigation land set aside for pasture

SCHOOL

Habitat Area

Informal Play Space

All Weather Pitch

67m

New pedestrian crossing point along Brixham Road as per KTC drawing

Countryside access linked directly to Brixham Road

Hedgerow reinforced and increased in width

Pedestrian link through the existing hedgerow

Pedestrian and cycle link through the existing hedgerow

Strategic 'green' countryside access pedestrian routes

Strategic 'green' countryside access pedestrian and cycle routes

Pedestrian access and 'trim trail'

HEDGEROW KEY:

Existing retained / reinforced

Proposed

Removed

Glimpse to vista & countryside access path

Mitigation tree planting

Kick about space

20m wide buffer (no public access)

Mitigation land set aside for pasture

Mitigation tree planting

Mitigation tree planting

Cattle shelter with integrated Bat House - indicative location

Overhead 11kV line

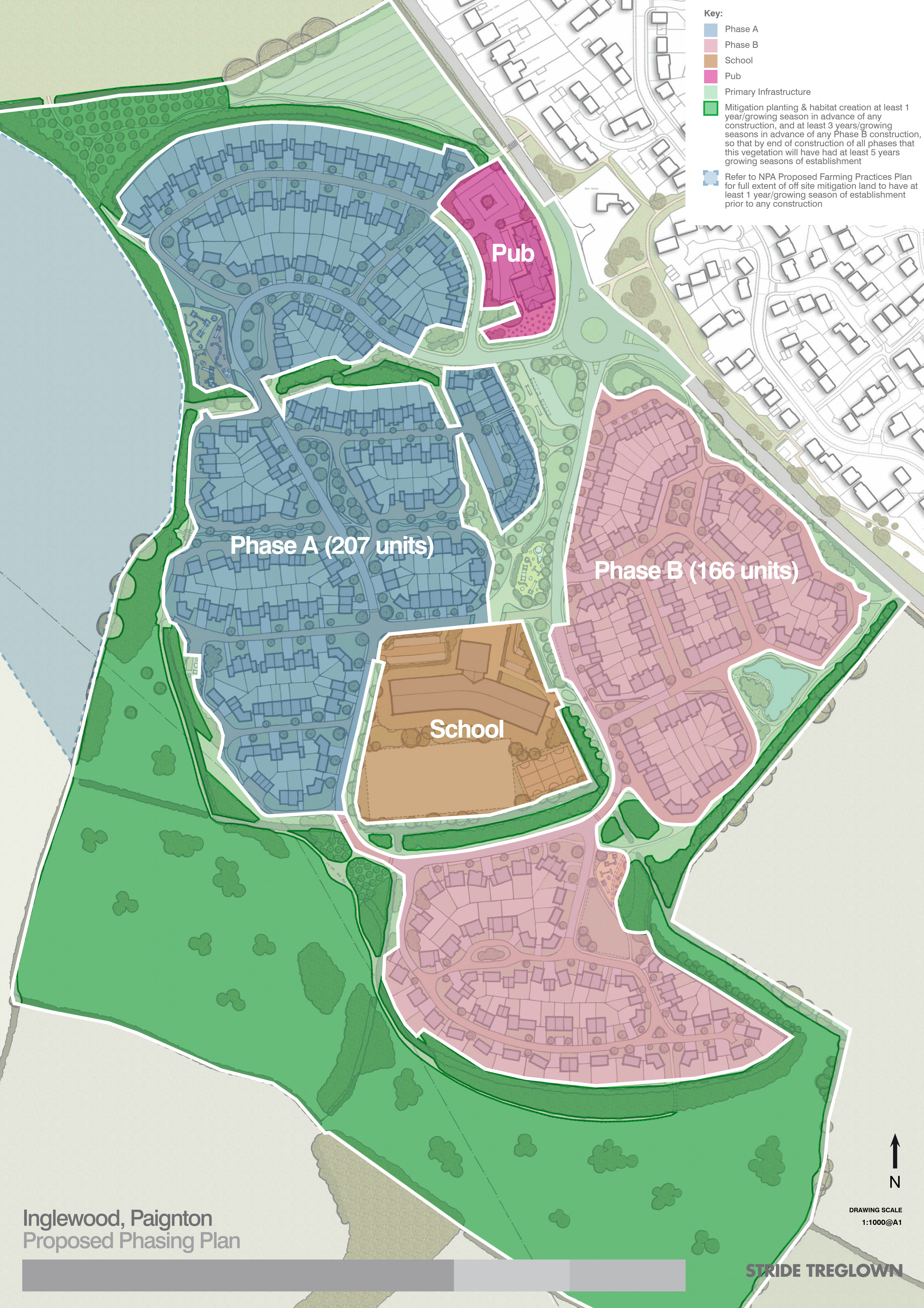
Inglewood, Paignton Proposed Masterplan

Rev A

DRAWING SCALE 1:1000@A1

STRIDE TREGLOWN

- Key:**
- Phase A
 - Phase B
 - School
 - Pub
 - Primary Infrastructure
 - Mitigation planting & habitat creation at least 1 year/growing season in advance of any construction, and at least 3 years/growing seasons in advance of any Phase B construction, so that by end of construction of all phases that this vegetation will have had at least 5 years growing seasons of establishment
 - Refer to NPA Proposed Farming Practices Plan for full extent of off site mitigation land to have at least 1 year/growing season of establishment prior to any construction

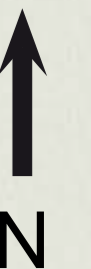


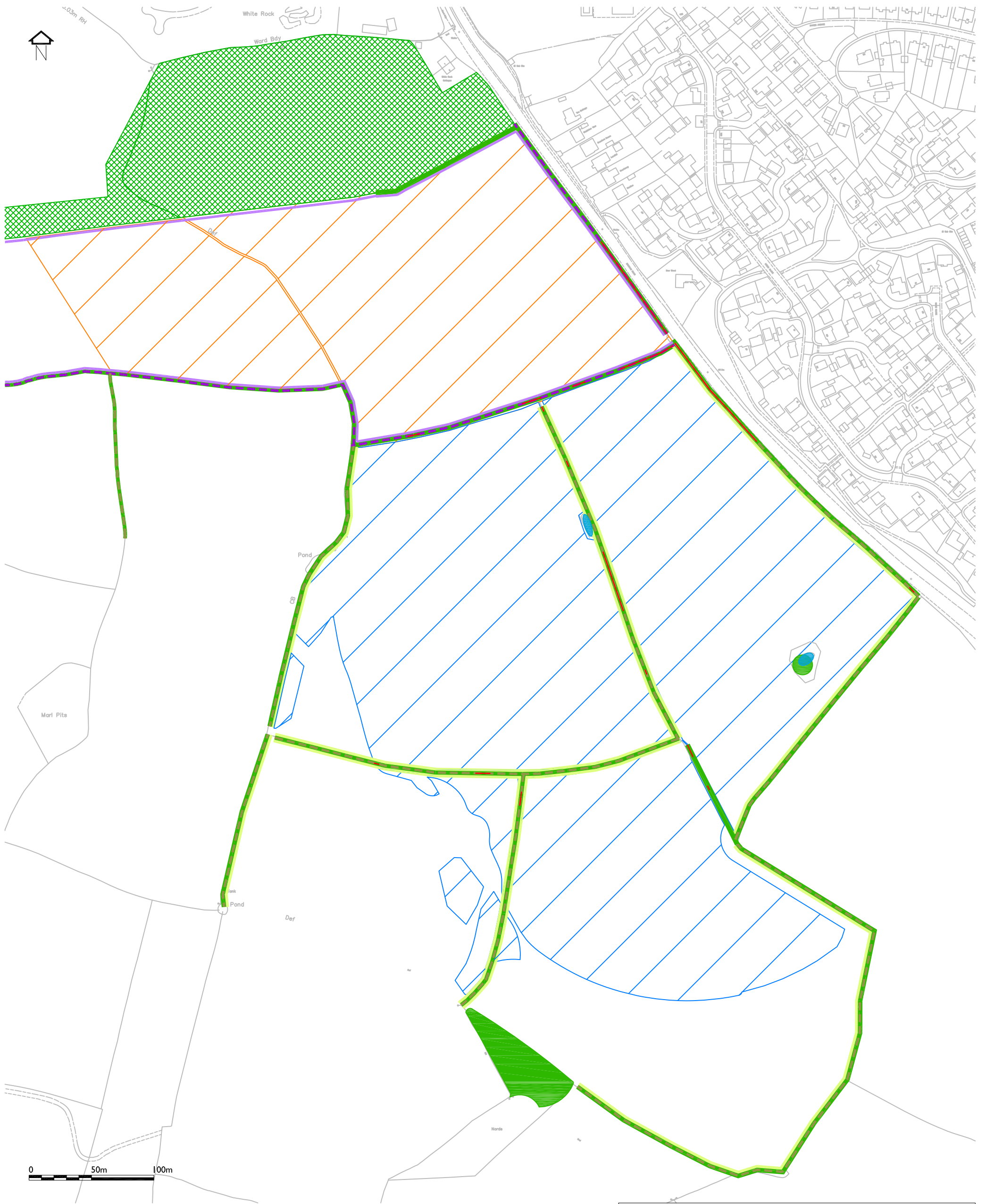
Phase A (207 units)

Phase B (166 units)

School

Pub





- Existing hedge, trees and woodland (3.3km of hedges on Site)
- Hedgerows to be lost (400m)

- Cattle pasture to be lost (15.5ha)
- Arable land to be lost (5ha on-Site, 16.5ha off-Site)

- White Rock Off-site Mitigation
- Woodland Planting
 - Hedge strengthening and management (2,790m)
Lost (205m); Damaged (925m)
 - Grassland management (4,200m²)
Lost (1,670m²); Damaged (2,410m²)

- ELS Options
- EB2 - Hedge Management on both sides.
Height > 1.5m and cut no more than every two years outside the nesting season (2,195m)
Lost (175m); Damaged(235m)
 - EE1 - 2m grassland buffers.
Cut no more than every two years (8,460m²)
Lost (2,230m²); Damaged (460m²)

NICHOLAS PEARSON ASSOCIATES

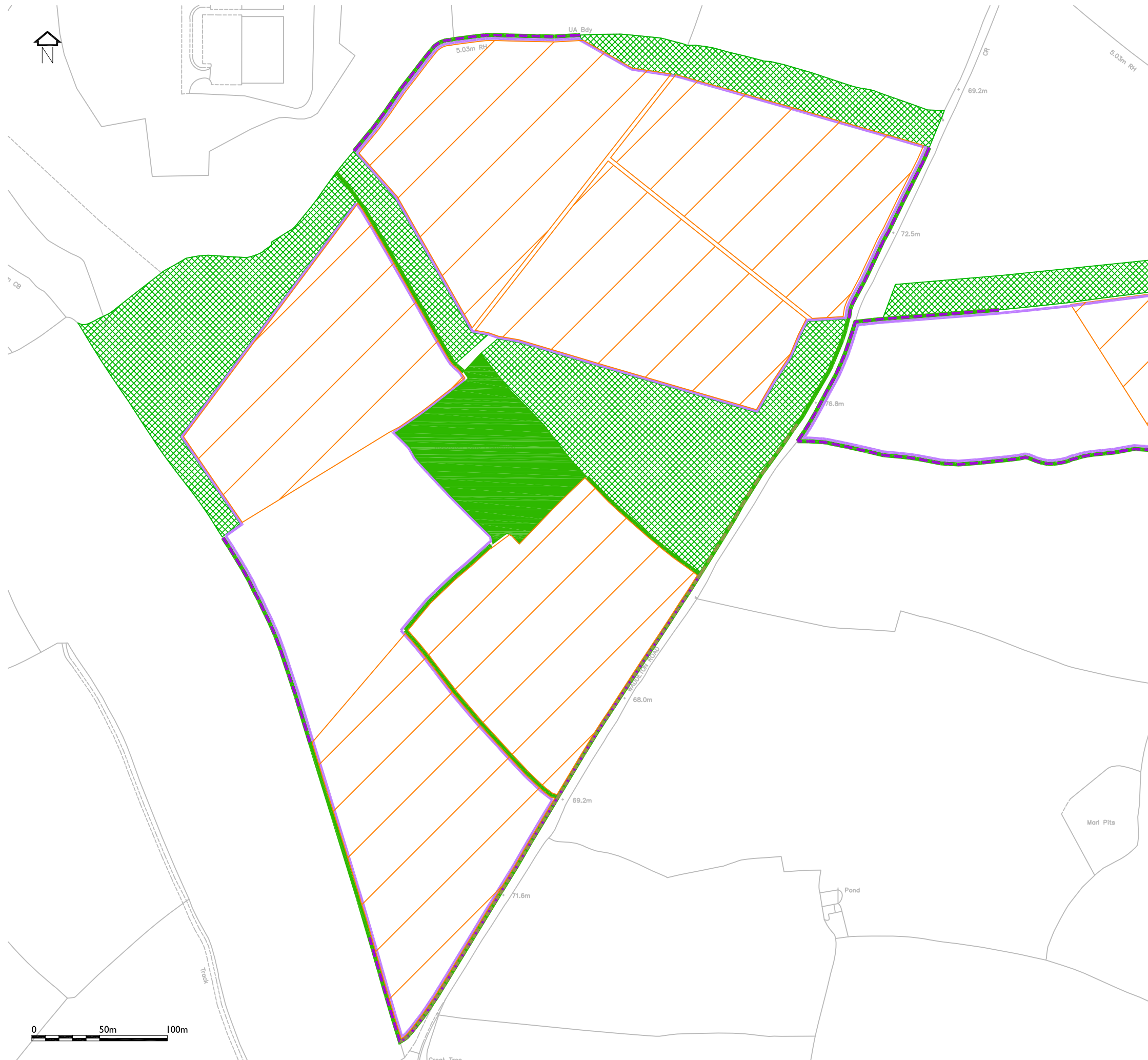
ENVIRONMENTAL PLANNERS • LANDSCAPE ARCHITECTS • ECOLOGISTS

Deeley Freed Estates

Inglewood, Paignton

Figure 5.3a
Habitat Loss On-Site (with Areas/Lengths)

February 2018
10874



- Existing hedge, trees and woodland (3.3km of hedges on Site)
- Hedgerows to be lost (400m)

- White Rock Off-site Mitigation**
- Woodland Planting
- Hedge strengthening and management (2,790m)
Lost (205m); Damaged (925m)
- Grassland management (4,200m²)
Lost (1,670m²); Damaged (2,410m²)

- ELS Options**
- EB2 - Hedge Management on both sides.
Height >1.5m and cut no more than every two years outside the nesting season (2,195m)
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Cut no more than every two years (8,460m²)
Lost (2,230m²); Damaged (460m²)

- Cattle pasture to be lost (15.5ha)
- Arable land to be lost (5ha on-Site, 16.5ha off-Site)

NICHOLAS PEARSON ASSOCIATES

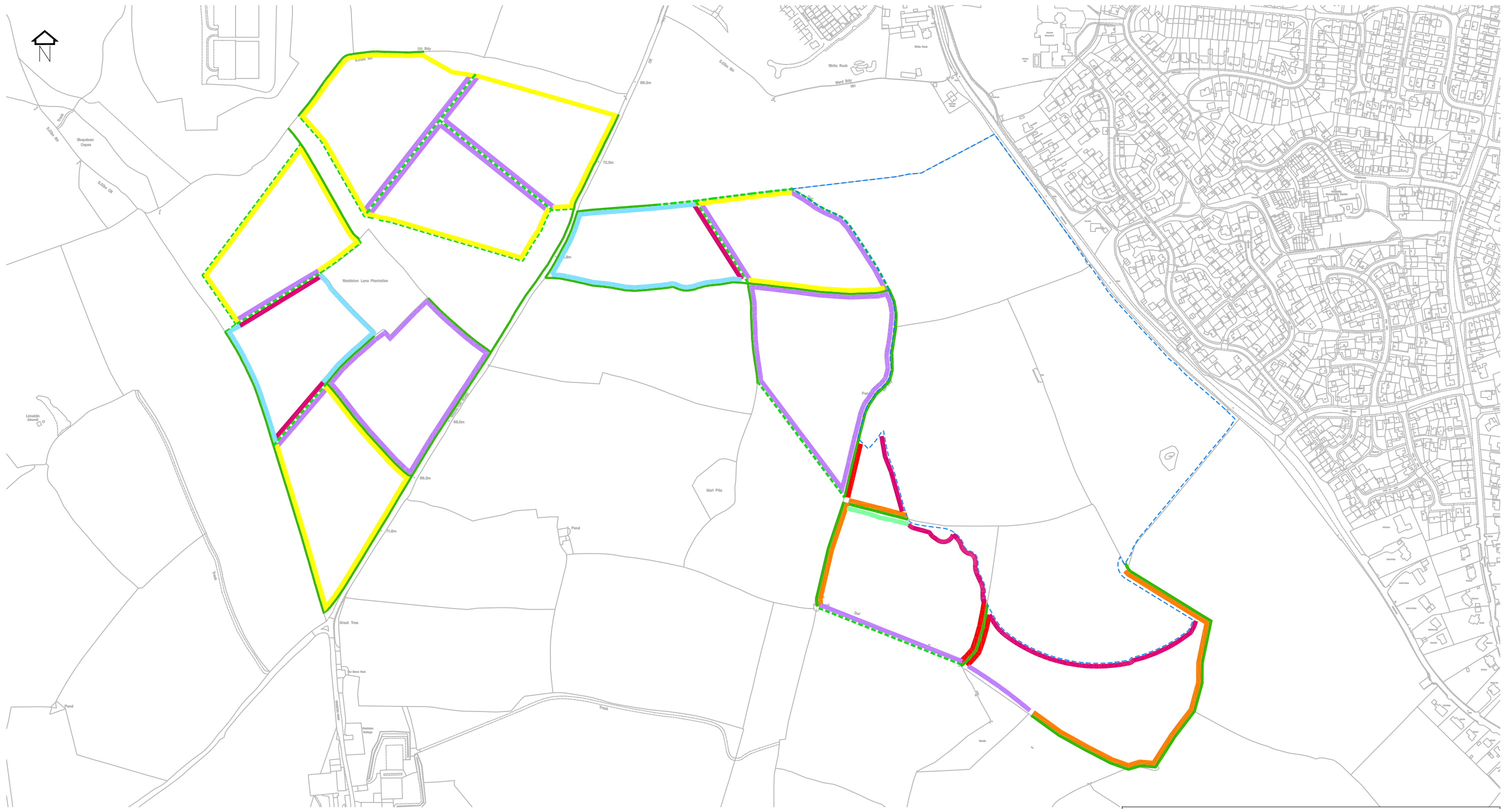
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Inglewood, Paignton

Figure 5.3b
Habitat Loss Off-Site (with Area/Lengths)

February 2018



Proposed extent of built development

Hedges

Existing hedge

Proposed hedge

Grassland Margins

1.5m less
i.e. woodland proposed where there is a 1.5m White Rock grass margin

0.5m extra
i.e. 2.5m Tussock margin where there is 2m ELS boundary

1.0m extra
i.e. 2.5m Tussock margin where there is a 1.5m White Rock grass margin

1.5m extra
i.e. 3.5m Hay meadow style margin where there is 2m ELS boundary

2.0m extra
i.e. 3.5m Hay meadow margin where there is a 1.5m White Rock grass margin

2.5m extra
i.e. 2.5m Tussock margin where there is no existing margin

3.5m extra
i.e. 3.5m Hay meadow style margin where there is no existing margin

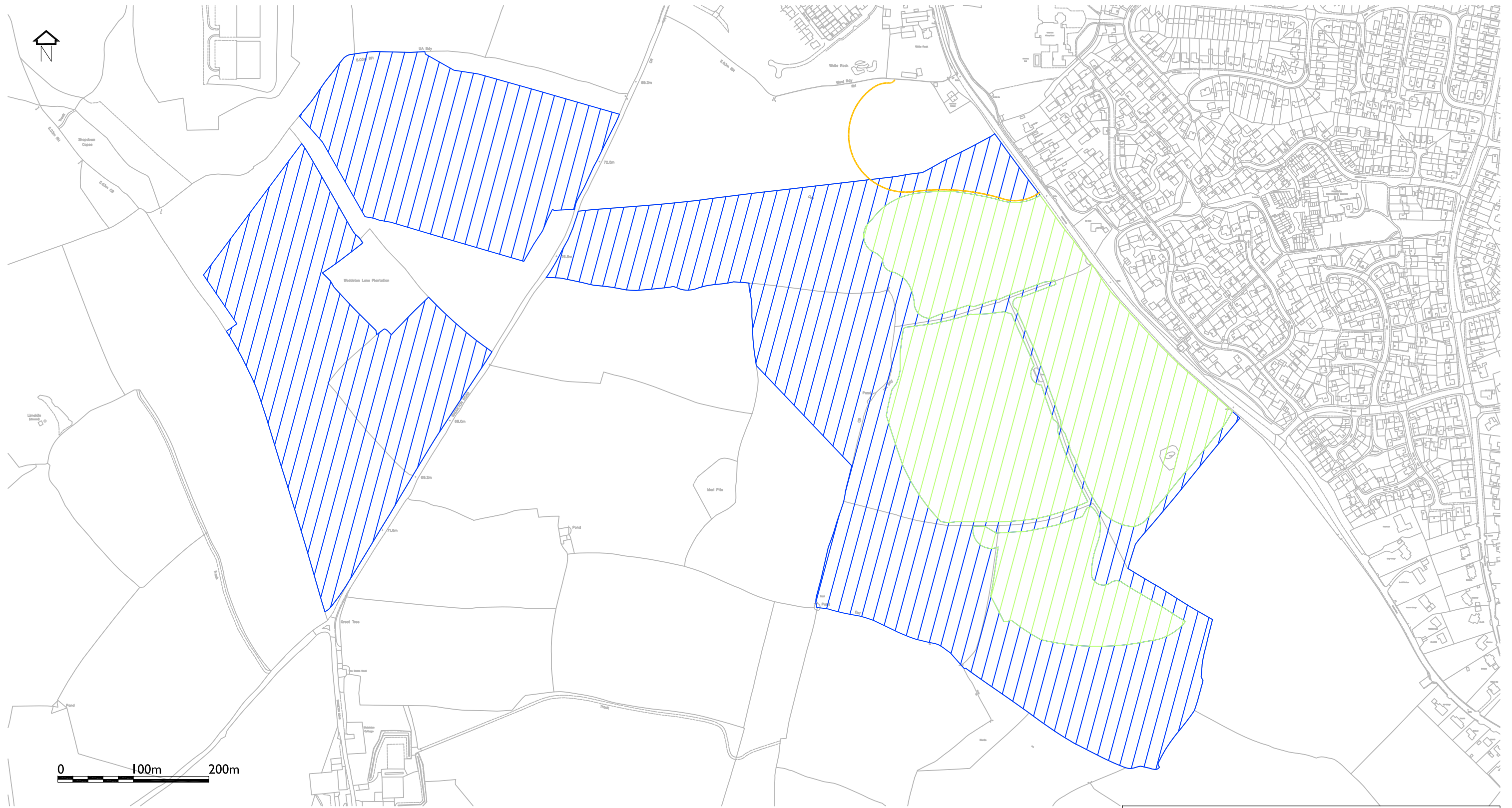
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Inglewood, Paignton

Figure 5.4
 Boundary Habitat Mitigation
 Outside of Built Development

February 2018



Area to exclude any light fittings/source and be below 0.5 Lux additional light spill to maintain a coherent network of dark vegetated corridors for horseshoe bat commuting and avoid/minimise impact on other nocturnal fauna.



Area to be lit in accordance with the principles of Hydrock's isoline Lux plans e.g. minimal lighting required, lighting to face away from AONB, light fixtures to be minimised in height (no higher than 4m columns with exception of roundabout)



Approx. location of pedestrian/cycle access to White Rock. Path to be lit to minimum acceptable standards and to use best practice methods to minimise light/light spill e.g. low level, timed, no UV content, motion activated, warm white light).

<p>NICHOLAS PEARSON ASSOCIATES ENVIRONMENTAL PLANNERS • LANDSCAPE ARCHITECTS • ECOLOGISTS</p>	
<p>Deeley Freed Estates</p>	
<p>Inglewood, Paignton</p>	
<p>Dark Areas Plan</p>	
<p>February 2018</p>	

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Document Title: Inglewood Ecology Addendum

Project No: 10874

This document: Original Revision Rev Letter:

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Checked by:	<u>S Metcalfe</u>		<u>Associate Director</u>	<u>06/03/2018</u>
Approved by:	<u></u>		<u></u>	<u></u>

DOCUMENT CONTROL

REVISION RECORD

Rev Letter	Date Prepared	Prepared by	Checker/ Approver	Description of changes

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