

DATED

09 October

2006

AGREEMENT

Pursuant to section 106
of the Town & Country Planning Act 1990

relating to land adjacent to No.s 2-12
Turnpike Close, Whiddon Down
in the County of Devon

DARTMOOR NATIONAL PARK AUTHORITY

- and -

~~SANCTUARY HOUSING SW LIMITED~~

SANCTUARY HOUSING ASSOCIATION *NA*

THIS DEED is made the 04 day of October 2006

BETWEEN :

1. **DARTMOOR NATIONAL PARK AUTHORITY** of Parke, Bovey Tracey, Newton Abbot, Devon. TQ13 9JQ (*'the Authority'*)

2. **SANCTUARY HOUSING SOUTH WEST LIMITED** ^{ASSOCIATION} whose registered office is at SANCTUARY HOUSE, CHAMBER COURT, CASTLE STREET, WORCESTER, WR1 3ZQ
~~Estuary House, Peninsula Park, Rydon Lane, Exeter, Devon, EX2 7XE~~ (*'the Housing Association'*)

WHEREAS :

1. In this Agreement the following definitions shall apply:

"the Application" Planning Application Number 0478/06 submitted by the Housing Association to the Authority and described in Schedule Two

"the Development" the development as outlined in the Application and described in Schedule Two

"the 1990 Act" the Town & Country Planning Act 1990 (as amended)

"the Land" the land described in Schedule One

"the Local Needs Housing Criteria" as described in Schedule Four

"the Plan" the plan annexed hereto

"Qualifying Person" A person who is registered on the Housing Needs Register held by West Devon District Council and who also satisfies the Local Needs Housing Criteria.

2. The Authority is the Local Planning Authority for the area within which the Land is situated and for the purposes of the 1990 Act.

3. The Housing Association is the registered proprietor with absolute freehold title of the Land under Title Number DN 332959.

4. The Housing Association proposes to carry out the Development within the meaning of the 1990 Act and has made the Application to the Authority for planning permission in respect of the Development.
5. The Housing Association has agreed that the Development will make provision for the construction of five units of affordable housing for rent to meet identified local needs in accordance with the Authority's adopted Local Plan policy HS2.
6. For the purpose of regulating the Development and securing the performance of the obligations contained in this Agreement, the parties have agreed to enter into this Agreement.
7. The Authority has resolved to grant conditional planning permission for the Development, provided the Housing Association enters into this Agreement.

NOW THIS DEED WITNESSES as follows:

1. This Agreement is made in pursuance of Section 106 of the 1990 Act and all other enabling powers in that behalf.
2. The covenants on the part of the Housing Association are planning obligations for the purposes of the 1990 Act and are enforceable by the Authority
3. The Housing Association covenants with the Authority to observe the restrictions and perform the obligations specified in Schedule Three and Schedule Four.
4. It is agreed and declared as follows:
 - 4.1. The expressions 'the Authority' and 'the Housing Association' shall include their successors in title and assigns

- 4.2. No persons shall be liable for breach of a covenant contained in this Agreement after they shall have parted with all interest in the Land, or the part in respect of which such breach occurs, but without prejudice to liability for any subsisting breach of covenant prior to parting with such interest
- 4.3. The covenants contained in this Agreement shall take effect upon the grant of the planning permission pursuant to the Application
- 4.4. If the planning permission granted pursuant to the Application to which this Agreement relates shall expire before the Development is begun within the meaning of Section 56 of the Act, or shall at any time be revoked or otherwise withdrawn, this Agreement shall forthwith determine and cease to have effect
- 4.5. Nothing in this Agreement shall prohibit or limit the right to develop any part of the Land in accordance with a planning permission other than the one relating to the Development granted (whether or not on appeal) after the date of this Agreement
- 4.6. Unless the right of enforcement is expressly granted, it is not intended that a third party should have the right to enforce a provision of this Agreement pursuant to the Contracts (Rights of Third Parties) Act 1999
- 4.7. For the avoidance of any doubt, nothing contained or implied herein shall prejudice or affect the Authority's rights, powers, duties and obligations in exercise of its functions as a National Park Authority and Local Planning Authority and the rights, powers, duties and obligations of the Authority under all public and private statutes, bye-laws, orders and regulations may be as fully and effectually exercised in relation to the premises and as if this Agreement has not been executed by the Authority

4.8. This Agreement is a local land charge and shall be registered as such

4.9. Prior to the completion of this Agreement, the Housing Association shall pay the reasonable legal costs of the Authority in connection with the preparation and completion of this Agreement

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement as a Deed the day and year first before written.

SCHEDULE ONE

THE LAND

Land adjacent to numbers 2 to 12 Turnpike Close, Whiddon Down, in the County of Devon as more particularly shown edged in red on the attached Plan (being the whole of the land registered at the Land Registry under Title Number DN 332959).

SCHEDULE TWO

THE PLANNING APPLICATION

Planning Application Number 0478/06 dated 27 June 2006 together with the site location plan and drawings numbered 01 rev D, 02 rev C, and 03 rev B.

THE DEVELOPMENT

To develop the Land by the construction of five units of affordable housing for rent for occupation by Qualifying Persons, together with the provision of domestic utilities and car parking.

SCHEDULE THREE

HOUSING FOR LOCAL NEEDS

The Housing Association shall :

1. At all times, until such time as it may be disposed of in accordance with clause 4 of this Schedule, manage the Development as affordable housing for rent for local people in housing need.
2. Not at any time cause or permit any dwelling unit on the Land to be occupied other than by way of letting as rented accommodation, by an assured tenancy or other tenancy from time to time approved by the Housing Corporation.
3. Ensure that every dwelling unit on the Land is occupied both initially and on any subsequent change of occupation by a Qualifying Person in accordance with Schedule Four hereto.
4. Not at any time cause or permit any dwelling unit on the land to be transferred, sold or otherwise disposed of unless the disposal complies with the following criteria:
 - 4.1. The disposal of the unit is :
 - 4.1.1. pursuant to the authorisation of the Housing Corporation under section 9 of the Housing Act 1996; or
 - 4.1.2. pursuant to any Order of the Court; or
 - 4.1.3. to a Registered Social Landlord as defined in the Housing Act 1996 (or any enactment amending or replacing the same) or to a village trust or similar body as required by policy HS2 of the Authority's adopted Local Plan.
5. Supply to the Authority, within two weeks of the Authority's written request to do so, such information as the Authority may reasonably require in order to determine whether the provisions of this Agreement are being, or have been observed

SCHEDULE FOUR

LOCAL NEEDS HOUSING CRITERIA

A person (together with their spouse or partner, their children and dependents) will fulfil the Local Needs Housing Criteria and be a 'Qualifying Person' within the meaning of the Authority's adopted Local Plan First Review, policies HS1 & HS2 and this Agreement if they can show that:

- (1) s/he is in need of suitable permanent housing but cannot afford to pay market rents or the open market price

AND

- (2) s/he qualifies as a local person according to the definition of "local" in policy HS1 of the Authority's adopted Local Plan as set out below:
 - a) a person currently living in the parish of provision, or a rural parish adjacent to the parish of provision, and having done so for a period of at least five years; or if no such person may be found
 - b) a person who has lived in the parish of provision or a rural parish adjacent to the parish of provision for a period of five years but has moved away in the past three years; or if no such person may be found
 - c) a person who has a strong local connection with the parish of provision or a rural parish adjacent to the parish of provision by virtue of, for example, upbringing or current employment.

PROVIDED ALWAYS that if no Qualifying Person within the meaning of clause 2 (a) (c) above can be found within 8 weeks of a dwelling unit becoming available, the unit or units may be allocated on that occasion only to any person in housing need whose name appears on the Housing Register held by West Devon Borough Council, or who is eligible to be registered thereon.

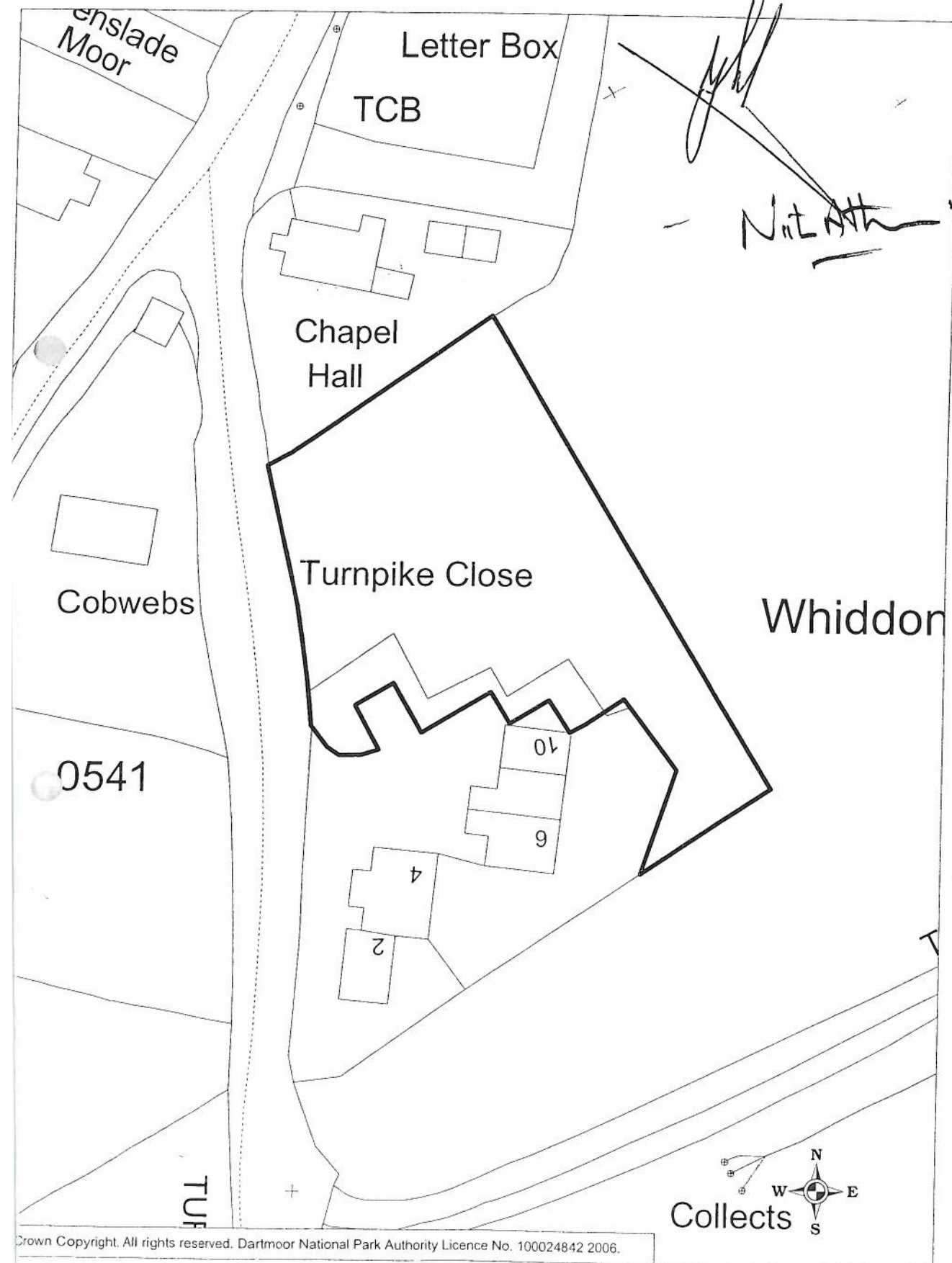
Dartmoor National Park Authority

Turnpike Close, Whiddon Down



Scale 1:625

Compiled by C Hart on 7 August 2006



DEVELOPMENT: TURNPIKE CLOSE, WHIDDON DOWN

DATE: 1993

PLANNING AUTHORITY: DNPA

REGISTERED PROVIDER : SANCTUARY HOUSING ASSOCIATION

DETAILS OF SCHEME: Phase 1 – 3 x 2 bed and 3 x 3 bed houses

ADDRESSES: 2 to 12 (evens) Turnpike Close, Whiddon Down

1st PRIORITY

Applicants who have continuously lived or been employed in the parish of Drewsteignton for the whole of the last three years,

2nd PRIORITY

Applicants who have strong local connection and who have lived in the parish of Drewsteignton for a minimum continuous period of three years but have needed to move away during the last five years

or

Applicants who have lived or who have been continuously employed for three years in the immediately adjoining parishes of South Tawton, Spreyton, Throwleigh, or Chagford.

3rd PRIORITY

Any applicant from the Council's Housing Register.

Sect from West Devon DC.