

*Don't Date*  
**DATED**

*30th June*

**2004**

**SOUTH HAMS DISTRICT COUNCIL**

and

**SIGNPOST HOUSING ASSOCIATION LIMITED**

*Don't Date*  
**DEED**

Under Section 106 of the Town and Country Planning Act 1990

- relating to -

**The Old School Site, Newton Hill, Newton Ferrers,  
Plymouth, Devon**

**THIS DEED** is made under section 106 of the Town and Country Planning Act 1990.

**Date:** 30th June 2004

**Parties:**

- (1) **SOUTH HAMS DISTRICT COUNCIL** of Follaton House, Plymouth Road, Totnes, Devon, TQ9 5NE ("the Council");
- (2) **SIGNPOST HOUSING ASSOCIATION LIMITED** of Signpost House, Sunrise Business Park, Higher Shaftesbury Road, Blandford Forum, Dorset, DT11 8SA (Industrial and Provident Registration Number 26792R) ("the Owners");

**1. Definitions**

In this Deed:-

**"the Act"** means the Town and Country Planning Act 1990;

**"the Application"** means an application for full planning permission, registered by the Council on 13 September 2002 with the reference number 37/1753/02/F, to develop the Land by the demolition of existing old school building and construction of new buildings for a sheltered residential scheme with extra care provision together with associated meeting, consultation rooms and office;

**"the Council"** means South Hams District Council in its capacity as Local Planning Authority and the Housing Authority for the area in which the Land is situated;

**"the Development"** means development pursuant to the Permission;

**"the Land"** means land in the parish of Newton Ferrers shown edged red on the Plan, namely The Old School Site, Newton Ferrers, Plymouth, Devon, PL8 1BE, and being registered at H.M. Land Registry under Title Number DN494530;

**"the Obligations"** means the planning obligations contained in Schedule 1;

**"the Owners"** mean Signpost Housing Association Limited;

**"the Permission"** means such conditional planning permission as may be granted by the Council in respect of the Application;

**"the Plan"** means the plan attached to this Deed;

**"the Dwellings"** means the twenty five dwellings to be formed/constructed during the Development;

**"the Relevant Dwellings"** means thirteen of the Dwellings.

## **2. Interpretation**

In this Deed, except where the context requires otherwise:-

- 2.1 The singular includes the plural, the masculine includes the feminine, and vice versa;
- 2.2 References to clauses and schedules are to the clauses in and schedules to this Deed;
- 2.3 Reference to any party having an interest in land affected by this Deed shall include any successor in title of that party to that land or to any part of it;
- 2.4 Reference to any party having a statutory function referred to in this agreement shall include any successor to that statutory function;
- 2.5 Reference to any Act or Statutory Instrument shall include any subsequent amendment or re-enactment of it;
- 2.6 Where any of the Obligations applies to more than one person, their liabilities shall be joint and several.

## **3. Land to be subject to Planning Obligations**

- 3.1 The Owners own the freehold estate in the Land absolutely, free from any charge or mortgage.
- 3.2 The Council is minded to grant the Permission for the Development, provided that all persons with an interest in the Land enter into this Deed.
- 3.3 Subject to clause 4, the Owners covenant to observe and perform the Obligations contained in Schedule 1, which shall bind the Land (and every part of it) as planning obligations under section 106 of the Act.
- 3.4 The Obligations shall be enforceable by the Council.
- 3.5 Notwithstanding the provisions of the Contracts (Rights of Third Parties) Act 1999, the Obligations shall not be enforceable by anyone not a party to this Deed.

## **4. Scope of the Obligations**

- 4.1 The Obligations shall take effect upon commencement of the Development.
- 4.2 No person shall be liable for any breach of any of the Obligations occurring after



he has parted with all interest in the Land.

**5. Financial matters**

- 5.1 The Owners shall not seek from the Council any payment of compensation under the Act in respect of the Land, except in the event of the acquisition of the Land or any part of it under Part IX or Part X of the Act.
- 5.2 The Owners agree to pay upon completion of this Deed the reasonable legal costs of the Council in respect of the preparation and execution of this Deed.

**IN WITNESS** of which the Council and the Owners affixed their respective Common Seals.

**Schedule 1**

**The Obligations**

1. The Dwellings shall be occupied only by persons of:-
- (a) 55 years of age or over; or
  - (b) in need of care, as verified by a doctor's certificate or other similar certificate; or
  - (c) partners or offspring of anyone complying with sub-clauses (a) or (b) subject to those persons ceasing to be entitled to remain in occupation of any of the Dwellings on termination for whatsoever reason of the occupation of all persons complying with sub-clauses (a) or (b).
2. (i) The Relevant Dwellings shall be occupied and managed in accordance with the objects of the Owners for the time being of the Land as a Registered Social Landlord.
- (iii) None of the Relevant Dwellings shall be occupied otherwise than on the basis of an assured tenancy granted in accordance with the following provisions:-
- (a) The Council shall have the right to nominate 100% of the tenants to whom the Relevant Dwellings are initially let and 75% of the tenants to whom the Relevant Dwellings are subsequently let.
  - (b) In exercising its nomination rights the Council shall in every case nominate a person from its statutory housing register who is

considered by it to be in need of such accommodation and who:

- (i) has immediately prior to such nomination had his or her main residence within the parish of Newton and Noss ("the primary parish") or
- (ii) has a strong local connection with the primary parish and in making a nomination under this subclause the Council shall (but without limiting its wider discretion in this regard) consider:

- (A) family associations of such person or persons in the primary parish;

- (B) any periods when the main residence of such person or persons has been in the primary parish not immediately before the date upon which any Relevant Dwelling becomes vacant and/or

- (C) whether such person or persons has or have permanent employment in the primary parish.

- (c) If the Council is unable to make a nomination in the manner referred to in subclause (b) above then it shall apply the procedures contained in subclause (b) but in place of references to the primary parish there shall be substituted reference to any one of the parishes of Brixton Yealmpton and Holbeton

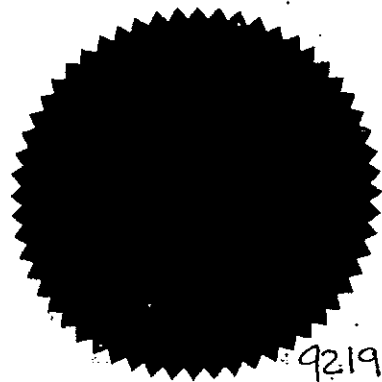
- (d) If the Council is unable to make a nomination in the manner referred to in subclauses (b) and (c) above then it shall nominate a person or persons from the Council's list of persons of priority housing need or from the housing register but if such nomination is not made within six weeks of notification by the Owners of a vacancy of one of the Relevant Dwellings then the Owners shall be entitled to allocate to that particular Relevant Dwelling any person who is considered by the Association to be in need of such accommodation

THE COMMON SEAL of SOUTH HAMS )

DISTRICT COUNCIL was affixed to )

this Deed in the presence of:- )

  
Solicitor.



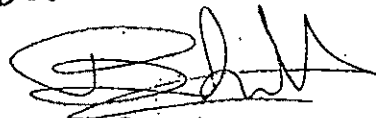
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THE COMMON SEAL of SIGNPOST )

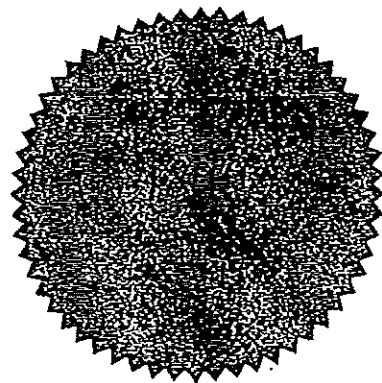
HOUSING ASSOCIATION LIMITED was )

affixed to this Deed in the presence of:- )

  
Board Member

  
Secretary

Authorised Signatory

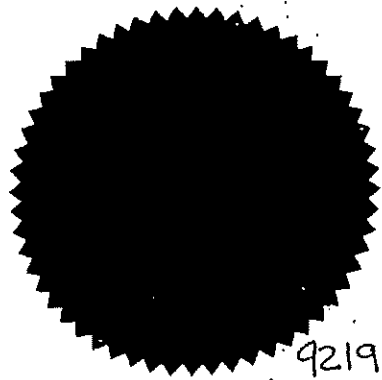


THE COMMON SEAL of SOUTH HAMS )

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Solicitor



THE COMMON SEAL of SIGNPOST )

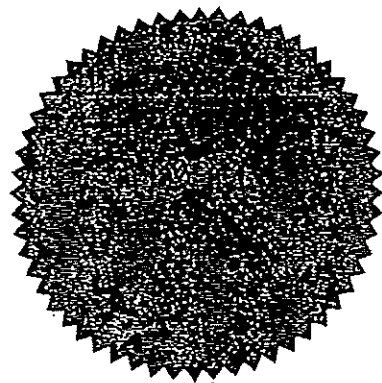
HOUSING ASSOCIATION LIMITED was )

affixed to this Deed in the presence of:- )

  
Board Member

  
Secretary

Authorised Signatory



SIGNED AND DELIVERED as his Deed by)  
the Leaseholder in the presence of:-

witness signature  
name

address

Occupation

X K. K. B. B. 621 X

G. A. MARTIN

MEWS COTTAGE  
MEMBLAND  
NEWTON FERRERS  
PLYMOUTH.  
DEVON  
PL3 1HP

Dress Designer



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