

DATED

28<sup>th</sup> September

1992

SOUTH HAMS DISTRICT COUNCIL

and

DARTINGTON HOUSING ASSOCIATION LIMITED

D E E D

Under Section 106 of the Town  
and Country Planning Act 1990

Re: Land at  
Moor Road Staverton Devon

**SOUTH HAMS DISTRICT COUNCIL**  
FOLLATON HOUSE

THIS DEED is made the 28<sup>th</sup> day of September  
1992 BETWEEN DARTINGTON HOUSING ASSOCIATION whose  
registered office is at Central Offices Dartington Totnes Devon ("the Owner")  
of the one part and SOUTH HAMS DISTRICT COUNCIL of Follaton House  
Plymouth Road Totnes Devon TQ9 5NE ("the Council") of the other part \_\_\_\_\_

WHEREAS:-

(1) The Council is the Local Planning Authority for the purposes of the Town  
and Country Planning Act 1990 or any subsequent amendment or re-enactment  
of that Act ("the Act") for the District of South Hams within which is situated  
the land ("the Land") shown edged red and blue on the attached plan ("the  
Plan") namely land at Moor Road Staverton Devon \_\_\_\_\_

(2) The Owner owns an estate in fee simple absolute in possession in the part  
of the Land edged red free from encumbrances and is entitled to certain rights  
in fee simple over the part of the Land edged blue \_\_\_\_\_

(3) An application ("the Application") registered on 9th April 1992 under  
reference number 9/50/0545/92/3 was made to the Council for full planning  
permission to develop the Land by the erection of two bungalows and four  
houses as set out in the plans deposited with the Council accompanying the  
Application \_\_\_\_\_

(4) The Council is mindful to grant outline planning permission subject to  
conditions ("the Permission") for the development ("the Development") proposed  
by the Application provided the Owner agrees to be bound by the planning  
obligations contained in this Agreement \_\_\_\_\_

NOW THIS DEED WITNESSES as follows:-

1(a) This Agreement is made pursuant to section 106 of the Act and section  
33 of the Local Government (Miscellaneous Provisions) Act 1982 \_\_\_\_\_

(b) Except as set out in subclause (c) the matters contained in Clause 2 are  
planning obligations for the purposes of section 106 of the Act entered into by  
the Owner which shall bind the Owner and its successors in title to each and

every part of the Land and are planning obligations enforceable by the Council

(c) Insofar as the matters contained in Clause 2 are neither executed for the purpose of facilitating nor connected with the development of the Land but are covenants to facilitate the provision of low cost housing in the South Hams District they are covenants to which section 33 of the Local Government (Miscellaneous Provisions) Act 1982 applies which shall bind the Owner and its successors in title to each and every part of the Land \_\_\_\_\_

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

(a) The Development shall be occupied and managed in accordance with the objects of the Owner as a Housing Association \_\_\_\_\_

(b) No unit shall be occupied other than on the basis of an assured tenancy granted in accordance with the following provisions \_\_\_\_\_

(c) The Council shall have the right to nominate \_\_\_\_\_

(i) for a period of ten years from the date of completion of the Development all of the tenants occupying the Development \_\_\_\_\_

(ii) after that ten year period the tenants of one half of the dwellings in the Development \_\_\_\_\_

(d) In exercising its nomination rights the Council shall in every case nominate a person who is considered by it to be in need of such accommodation and who:-

(i) has immediately prior to such nomination been ordinarily resident within the parish of Staverton and \_\_\_\_\_

(ii) has a strong local connection with the said parish of Staverton AND in making a nomination under this sub-clause the Council shall (but without limiting its wider discretion in this regard) consider:

(A) family associations of such person or persons in the said parish of Staverton \_\_\_\_\_

(B) any periods of ordinary residence of such person or persons in the said parish of Staverton not immediately before the date upon which any

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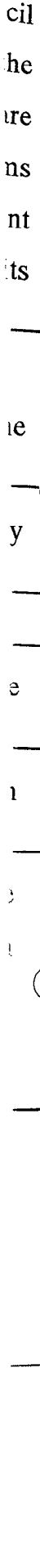
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TOWN  
HILL

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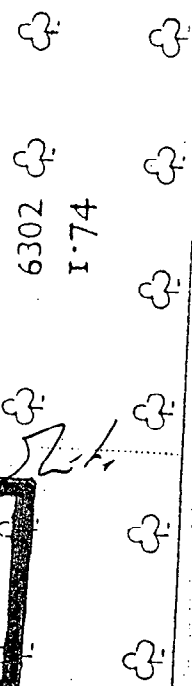
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MOOR LANE

MOOR ROAD

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unit of accommodation becomes vacant and/or \_\_\_\_\_

(C) whether such person or persons has or have permanent employment  
in the said parish of Staverton \_\_\_\_\_

(e) If the Council is unable to make a nomination in the manner referred to  
in subclause (d) above then it shall apply the procedures contained in Clause (d)  
but in place of the references to the parish of Staverton there shall be substituted  
reference to any one of the parishes of Littlehempston Rattery and Dartington \_\_\_\_\_

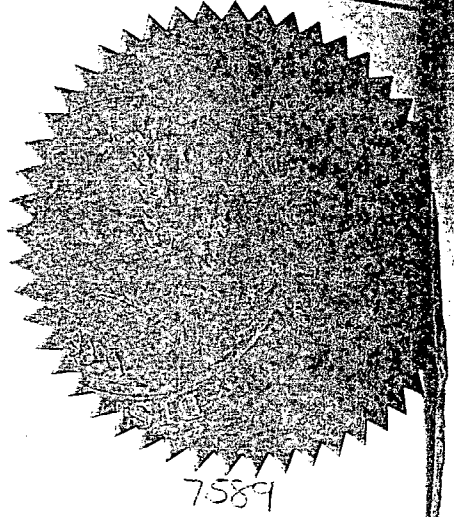
(f) If the Council is unable to make a nomination in the manner referred to  
in subclauses (d) and (e) above then it shall nominate a person or persons from  
the Council's list of persons of priority housing need within its administrative  
area but if such nomination is not made within six weeks of notification by the  
Owner of a vacancy of a unit of accommodation then the Owner shall be entitled  
to allocate any vacant unit of accommodation to any person who is considered  
by the Association to be in need of such accommodation \_\_\_\_\_

(g) The obligations relating to nominations contained above shall not be  
binding upon any future mortgagee or chargee of the Owner for the time being  
holding a mortgage or legal charge of the Land or any part of it nor upon any  
successor in title of such mortgagee or chargee to the intent that any such  
mortgagee or chargee shall be able to exercise its power of sale and transfer the  
Land or any part of it free of the Council's rights of nomination provided always  
that if the Council shall at any time lose those rights of nomination in respect  
of any dwellings as a result of any future mortgagee or chargee exercising its  
power of sale the Owner shall forthwith grant to the Council equivalent rights  
of nomination in respect of other suitable dwellings in the ownership of the  
Owner in the District of South Hams \_\_\_\_\_

3 The Owner agrees to pay to the Council before or at the completion of  
this Agreement the reasonable legal costs of the Council in respect of the  
preparation and execution of this Agreement \_\_\_\_\_

IN WITNESS OF WHICH the Council and the Owner have affixed their  
respective Common Seals to this Deed on the date first written above \_\_\_\_\_

THE COMMON SEAL of SOUTH HAMS )  
)  
DISTRICT COUNCIL was affixed to )  
)  
this Deed in the presence of:- )



*[Handwritten signature]*

Chairman/Councillor

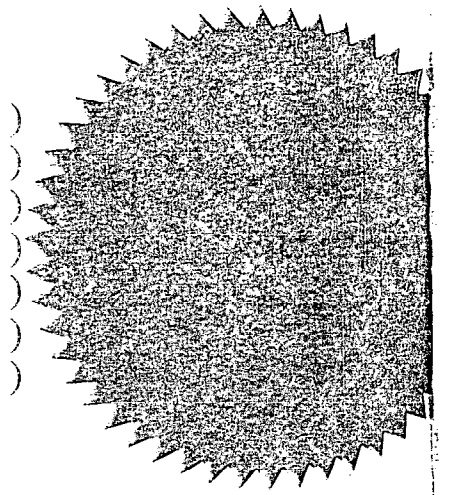
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Authorised Officer

THE COMMON SEAL of DARTINGTON )  
)  
HOUSING ASSOCIATION LIMITED )

was affixed to this Deed

in the presence of:-



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