

# Teignbridge

LEGAL SERVICES

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GNS00050376

DATED

1994

**TEIGNBRIDGE DISTRICT COUNCIL**

and

**DEVON AND CORNWALL HOUSING ASSOCIATION LIMITED**

## A G R E E M E N T

**s. 106 Town and Country Planning Act 1990  
Land at Kingskerswell Road, Newton Abbot**

B.T. Jones, Solicitor  
District Secretary  
Teignbridge District Council  
Forde House  
Newton Abbot  
TQ12 4XX  
Tel. (0626) 61101

THIS AGREEMENT is made the                    day of

One thousand nine hundred and ninety four B E T W E E N TEIGNBRIDGE DISTRICT COUNCIL of Forde House Newton Abbot in the County of Devon ("the Council") of the first part and DEVON AND CORNWALL HOUSING ASSOCIATION LIMITED whose registered office is at 81 Heavitree Road Exeter Devon EX1 2LX ("the Owner") of the second part

WHEREAS :-

(1) The Council is the Local Planning Authority for the purposes of the Town and Country Planning Act 1990 for the area within which the land described in the First Schedule is situated

(2) The Association is the owner in fee simple in possession of the land free from incumbrances

(3) A written application dated 29th November 1993 was made to the Council for permission to develop the property in the manner and for the uses set out in the plans specifications and particulars deposited with the Council and described and referred to in the Second Schedule

(4) The Council has adopted a Planning Policy for Social Housing which (inter alia) provides that in certain circumstances the development of housing to meet particular long term local needs may be permitted on land where residential development would otherwise not be allowed and the Association intend to develop the property in accordance with the application referred to in the Second Schedule

(5) The Council is satisfied that the development disclosed by the said plans specification and particulars falls within the policy referred to in (4) above and is such as may be approved by the Council under the said Act subject to conditions

**N O W THIS DEED W I T N E S S E S** as follows :

1. THIS Agreement is made in pursuance of Section 106 of the Town and Country Planning Act 1990
2. THIS Agreement shall not operate as a grant of Planning Permission but the Council will on the execution hereof issue the relevant planning permission documents
3. THE Association hereby covenants with the Council that the property shall be permanently subject to the stipulations and provisions restricting or regulating the Development and use thereof specified in the Third Schedule
4. THE covenants referred to in Clause 3 above are planning obligations within the meaning of Section 106 of the Town and Country Planning Act 1990
5. THE Association hereby agrees to pay the Council's costs in the preparation and execution of this agreement in the sum of ONE HUNDRED AND TWENTY FIVE POUNDS (£125)
6. THE expressions the Council and the Association shall include their respective successors in title and assigns and the singular shall include the plural

IN WITNESS whereof in executing this document as a deed the parties hereunto have set their hands and caused their respective Common Seals to be affixed the day and year first before written

#### **THE FIRST SCHEDULE**

The land at Kingskerswell Road Newton Abbot shown edged red on the attached plan

#### **THE SECOND SCHEDULE**

The plans letters and forms together comprising application No 93/2625/01/3 being an application for the erection of 20 houses with car parking spaces and school netball court

## THE THIRD SCHEDULE

### A. Occupation of the Houses

1. The houses shall at all times be occupied and if let be managed by and in accordance with the objects of the Association and in accordance with any planning permission granted in respect of the proposed development

2. The Association shall upon completion of the houses and at all times subsequently allocate each house to a person who is considered by the Association to be in need of such accommodation and who is unable to afford other housing in the locality and who:

- (i) has immediately prior to such allocation been an ordinary resident within the Town of Newton Abbot and
- (ii) has a strong local connection with the Town of Newton Abbot AND seeking to allocate a house under this sub-clause the Association shall (but without limiting its wider discretion in this regard) consider
  - (a) family associations of such persons or person in the Town of Newton Abbot
  - (b) any periods of ordinary residence of such person or persons in the Town of Newton Abbot not immediately before the date upon which any house becomes vacant and/or
  - (c) whether such person or persons has or have permanent employment in the Town of Newton Abbot

3. If the Association is unable to allocate any of the houses in the manner referred to in clause 2 above then the Association shall allocate any such houses by applying the procedures contained in clause 2 hereof but in lieu of the reference herein to the Town of Newton Abbot there shall be substituted

reference to any of the following list of parishes:

Hacombe with Coombe

Coffinswell

Kingsteignton

Teigngrace

Ilminster

Ogwell

Abbotskerswell

Kingskerswell

4. If the Association is unable to allocate any of the houses in the manner referred to in clauses 2 and 3 above then the Association shall allocate any such units of accommodation to a person or persons nominated by the Chief Housing Officer for the time being of the Council from the Council's list of persons of priority housing need within its administrative area but if such nomination is not made within two weeks of notification by the Association of a vacancy then the Association shall be entitled to allocate any vacant house to any person who is considered by the Association to be in need of such accommodation and who is resident in the District or has a strong local connection with the District PROVIDED ALWAYS that (1) the words in paragraph 2 in Part A of the Third Schedule "and who is unable to afford other housing in the locality" shall not apply to any part of the property (and any unit or units of accommodation erected thereon) which may hereafter be sold by a mortgagee or chargee of the Association exercising a statutory power of sale arising under any mortgage or charge secured against the property or sold by a receiver appointed by such a mortgagee or chargee with the intent that (and for the avoidance of doubt) such mortgagee chargee or receiver shall be empowered to sell any part of

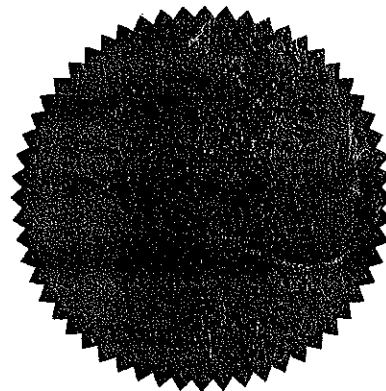
the property free of the said provision but that any subsequent disposal shall be subject to the said provision and (2) the Association shall have the right to reject any tenant nominated by the Council pursuant to paragraph 4 hereof if the grant of a tenancy to such person would be in contravention of section 15 of the Housing Associations Act 1985 or in breach of the Association's charitable objects (but without prejudice to the right of the Council to nominate an alternative tenant)

**B. Highway Improvements**

On execution of this agreement the Association shall pay the Council the sum of **THREE THOUSAND FIVE HUNDRED POUNDS (£3,500)** as a contribution towards traffic calming measures to be carried out by Devon County Council in Kingskerswell Road

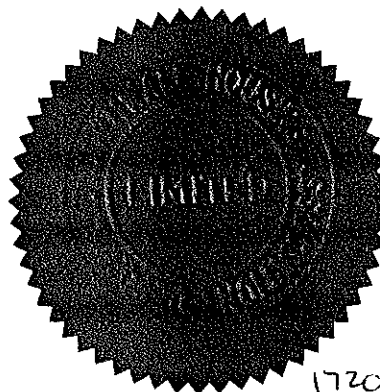
THE COMMON SEAL of TEIGNBRIDGE DISTRICT COUNCIL was hereunto affixed in the presence of:-

Chairman



Chief Executive

THE COMMON SEAL of DEVON AND CORNWALL HOUSING ASSOCIATION LIMITED was hereunto affixed in the presence of:-



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*AKL*  
  
AUTHORISED SIGNATORY

SECRETARY