 THIS AGREEMENT is made the *Thirtieth* day of *April* Two Thousand and Eight
BETWEEN WESTWARD INVESTMENT MANAGEMENT SERVICES (UK) LIMITED
(Co.Regn.No: 1709035) whose registered office is at 19 High Street Totnes Devon TQ9
5NW (hereinafter called "the Owner" and which expression shall include the successors in
title of the Owner) of the first part EAST DEVON DISTRICT COUNCIL (hereinafter called
"the Council") of the Council Offices Knowle Sidmouth in the County of Devon of the second
part

WHEREAS

- 1 This Agreement is a Planning Obligation for the purposes of Section 106 of the Town and Country Planning Act 1990
- 2 The Planning Obligation relates to land at Powells Way Dunkeswell in the County of Devon which said land is shown edged red on the attached plan (hereinafter referred to as "the red land")
- 3 The Owner is the owner of the red land with title absolute under Title Number DN88456
- 4 The District Council is the Local Planning Authority by whom the Planning Obligation is enforceable
- 5 The Owner wishes to develop the red land by the erection of a ten affordable houses with alterations for vehicular and pedestrian access (hereinafter called "the Development") and Planning Application relating thereto Reference 08/0016/MFUL has been submitted to the District Council
- 6 The District Council has no objection to the Development in principle and would be prepared to grant planning permission for the Development in accordance with the Planning Application provided that the Owner agrees to be bound by the covenants hereafter contained

NOW THEREFORE IT IS HEREBY AGREED as follows:-

- (1) This Agreement is made pursuant to Section 106 of the Town and Country Planning Act 1990 enabling the District Council and the Owner to enter into these presents and in consideration of the covenants hereinafter contained
- (2) Nothing in this Agreement is or amounts to or shall be construed as a Planning Permission or approval

Affordable Housing

- (3) The ten Units ('the Affordable Housing Units') of accommodation comprised in the Development on the red land shall not be constructed until either the transfer or the agreement referred to in paragraph (4) has been executed
- (4) The Affordable Housing Units shall not be constructed until either:-

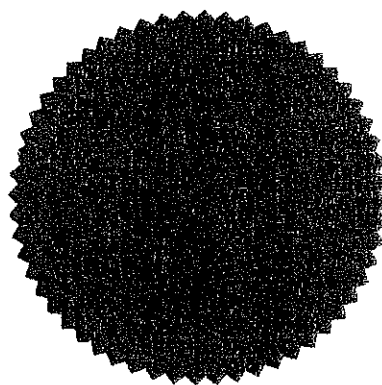
- (8) If the Association is unable within a reasonable time to allocate any of the Affordable Housing Units in the manner referred to in paragraphs (5), (6) and (7) above then the Association shall allocate any such Affordable Housing Units to a person or persons nominated by the Director of Communities 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 said Association of a vacancy of any of the Affordable Housing Units then the Association shall be entitled to allocate any such vacant Unit to any person who is considered by the Association to be in need of housing accommodation
- (9) The Affordable Housing Units shall be occupied on the basis of an Assured Tenancy (or such other form of periodic tenancy as shall from time to time be permissible at law in the case of a Housing Association landlord)
- (10) If no tenant is nominated for any of the Affordable Housing Units for a period exceeding 3 calendar months and no tenant can be found to fulfil the criteria set out in this section of the Agreement the Owner shall (if they have not previously transferred the Affordable Housing Units to the Association) be free to dispose of that Unit by sale or otherwise and the Council shall upon request by the Company issue a letter to the Owner exonerating the relevant Affordable Housing Unit from the obligations set out in the preceding paragraphs of this section and at the same time note the Register of Local Land Charges accordingly
- (11) Any written request or confirmation shall be deemed to have been properly given if sent by pre-paid recorded delivery post to the Council's Solicitor or the Owner

IN WITNESS whereof this Deed has been executed by the parties hereto the day and year first before written

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

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Carol L. Burt



18009

Chief Executive/Deputy Chief Executive/Head of Legal, Licensing & Democratic Services

- 4.1 the Owner shall have delivered to a Housing Association registered with the Housing Corporation ('the Association') a duly executed transfer of the said land required for the Affordable Housing Units; or
- 4.2 the Owner shall have entered into an agreement upon such financial terms and conditions as may reasonably be agreed with the Association approved in writing by the Council (with the Council's consent to that agreement not being unreasonably withheld) for the erection and management of the Affordable Housing Units in accordance with the usual housing functions of a Housing Association and in accordance with the provisions of this Deed
- (5) The Affordable Housing Units shall at all times be managed in accordance with the objects of the Association and in accordance with any planning permission granted in respect of the Development
- (6) The Association shall upon completion of the Development and (in the case of Affordable Housing Units occupied under periodic tenancies) at all times subsequently allocate each of the Affordable Housing Units to a person who is considered by the said Association to be in need of such accommodation and who:-
- (i) has immediately prior to such allocation been ordinarily resident within the Parishes of Dunkeswell Combe Raleigh or Sheldon in the County of Devon
 - or
 - (ii) has a strong local connection with the said Parishes of Dunkeswell Combe Raleigh or Sheldon AND in seeking to allocate any Affordable Housing Units under this sub-clause the Association shall consider:-
 - (a) family associations of such person or persons in the said Parishes of Dunkeswell Combe Raleigh or Sheldon
 - (b) any periods of ordinary residence of such person or persons in the said Parishes of Dunkeswell Combe Raleigh or Sheldon not immediately before the date upon which any of the Affordable Housing Units becomes vacant and/or
 - (c) whether such person or persons has or have permanent employment in the said Parishes of Dunkeswell Combe Raleigh or Sheldon
- (7) If the Association is unable within a reasonable time to allocate any of the Affordable Housing Units in the manner referred to in paragraph (6) above then the Association shall allocate any such Affordable Housing Units by applying the procedures contained in paragraph (6) hereof but in lieu of the reference therein to the said Parishes of Dunkeswell Combe Raleigh and Sheldon there shall be substituted reference to any Parish immediately adjoining any of the said Parishes