

DATED

3rd February

1993

SOUTH HAMS DISTRICT COUNCIL

and

DARTINGTON HOUSING ASSOCIATION LIMITED

DEED

Under Section 106 of the Town
and Country Planning Act 1990

Re: Land at the Level Dittisham, Devon

South Hams District Council
Follaton House
Totnes

THIS DEED is made the 3rd day of February 1998 BETWEEN DARTINGTON HOUSING ASSOCIATION whose registered office is at Central Offices, Dartington, Totnes ("the Owner") of the first part and SOUTH HAMS DISTRICT COUNCIL of Follaton House Plymouth Road Totnes Devon TQ9 5NE ("the Council") of the second 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 on the attached plan marked 'A' ("Plan 'A'") namely land at the Level, Dittisham, Devon _____

(2) The Owner owns an estate in fee simple absolute in possession in the Land _____

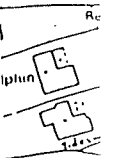
(3) An application ("the Application") registered on 21st January 1992 under reference number 9/18/0079/92/3 was made to the Council for full planning permission to develop the Land by the erection of six low cost housing units as set out in the plans deposited with the Council accompanying the Application and amended plans received on the 16th March 1992 and 28th September 1992 *QPO* *88T*

(4) South West Water Services Limited ("the Sewerage Undertaker") is concerned with the sewerage system and sewage disposal facilities in Dittisham and has requested an embargo on all proposed development which would have a right to use those facilities _____

(5) The Council is mindful to grant full 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 and covenants 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 _____



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(b) Except as set out in subclause (c) hereof the matters contained in the following clauses are planning obligations 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 3 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 in each and every part of the Land _____

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

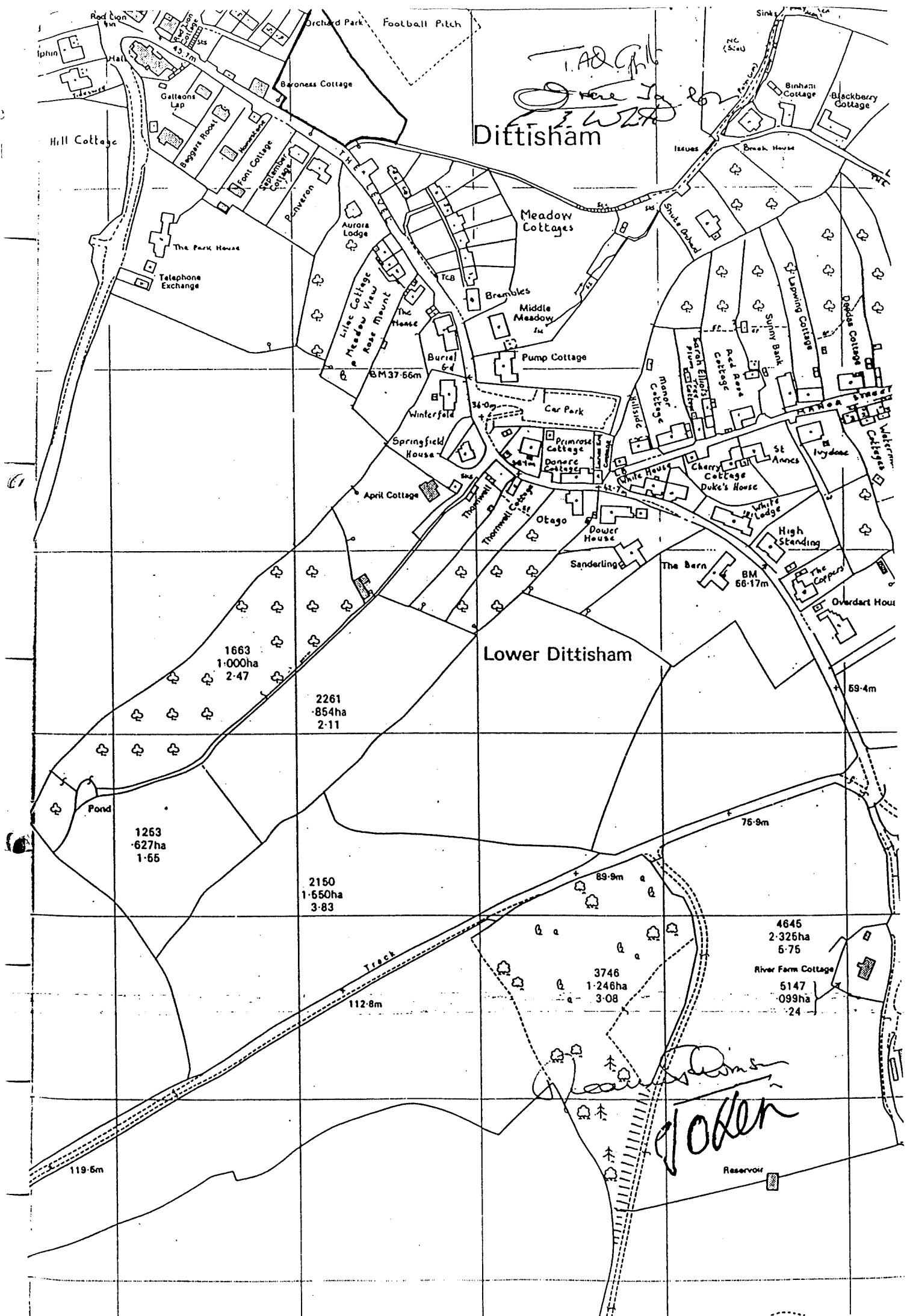
(a) That the Development shall until the Sewerage Undertaker removes its request for a sewage embargo in Dittisham be served solely by means of existing private treatment works as shown coloured yellow on the plan attached hereto marked plan 'B' ("Plan 'B'") _____

(b) The Owner shall not exercise any right given to him by Statute or otherwise to connect the Development to the public sewerage system in Dittisham ("The System") until the Sewerage Undertaker is satisfied that the System is capable of catering for additional connections and accordingly removes its request for a sewage embargo _____

(c) If the Development is connected to the System prior to the Sewerage Undertaker's request for a sewage embargo being removed then the Council may at the expense of the Owner cause any such connection to be severed _____

(d) If the private treatment works are not maintained to the satisfaction of the Council then the Council may enter the Land at the expense of the Owner and undertake all necessary works of maintenance _____

(e) The Owner 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 _____



- 3(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 Dittisham and _____
- (ii) has a strong local connection with the said parish of Dittisham 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 said parish of Dittisham _____
- (B) any periods of ordinary residence of such person or persons in the said parish of Dittisham not immediately before the date upon which any unit of accommodation becomes vacant and/or _____
- (C) whether such person or persons has or have permanent employment in the said parish of Dittisham _____
- (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 Dittisham there shall be substituted reference to any one of the parishes of Cornworthy Ashprington and Blackawton _____
- (f) If the Council is unable to make a nomination in the manner referred to

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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 _____

(4) 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 _____

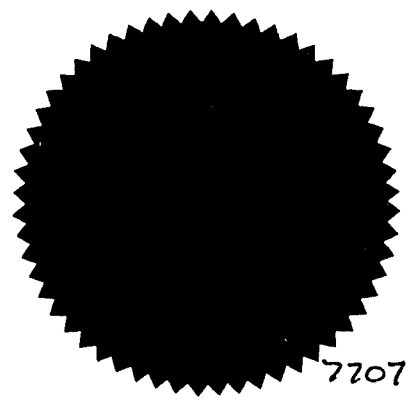
IN WITNESS OF WHICH the Council and the Owner have affixed their respective Common Seals to this Deed on the date first written above _____

THE COMMON SEAL of SOUTH HAMS

DISTRICT COUNCIL was affixed to

this Deed in the presence of:-

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Jeannine Adams

Chairman/Councillor

C J O'Brien

Authorised Officer

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THE COMMON SEAL of DARTINGTON

HOUSING ASSOCIATION LIMITED

was affixed to this Deed in the

presence of:- I. A. Q. G. J. H. S.

Drew Taylor

L. E. White

