

Leed 19-10

(s106colne) - (dw)

THIS AGREEMENT is made the fifteenth day of October
One thousand nine hundred and ninety-two BETWEEN TENDRING
DISTRICT COUNCIL of 23A Pier Avenue Clacton-on-Sea in the
County of Essex ("the Council") of the one part and COLNE
HOUSING SOCIETY LIMITED whose registered office is situate
at Colne House Headgate Buildings Sir Isaac's Walk
Colchester in the said County ("the Developer") of the other
part _____

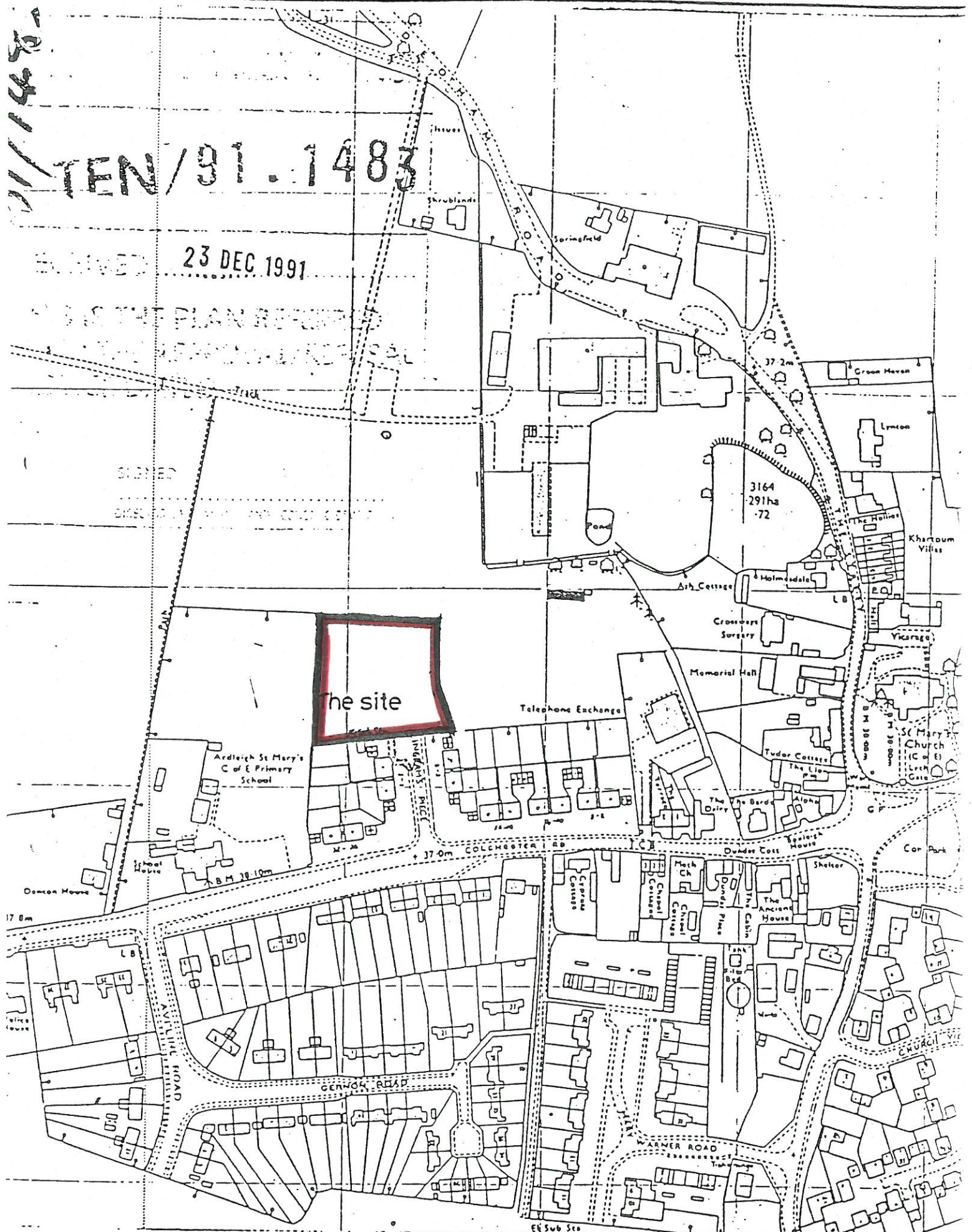
W H E R E A S :

(1) The Council is the local planning authority by whom
this Agreement is enforceable for the purposes of Section
106 of the Town and Country Planning Act 1990 for the area
within which the land the subject of this Agreement is
situated _____

(2) The Developer is the freeholder of the property known
as land off Ingrams Piece Ardleigh in the County of Essex
which for the purpose of identification only is shown edged
red on the plan annexed hereto ("the Site") _____

(3) Application has been made to the Council for
permission to develop the Site (together with other land) by
the construction thereon of ten semi-detached dwellings by
way of affordable village housing exclusively for local
needs in accordance with the plans specifications and
particulars deposited with the Council under Application
Number TEN/91/1483 ("the Proposed Development") _____

(4) Planning permission would not normally be granted for
residential development on the Site as normally such
development would be contrary to the policies of both the
Essex County Structure Plan and the Tendring Rural Areas
District Plan but the Proposed Development with the
intention of providing affordable village housing
exclusively for local needs is of such a specialised nature
that the Council is satisfied that an exception to those



1/1483

TEN/91.1483

23 DEC 1991

PLAN REPORT

the site

PROPOSED HOUSING OFF WIGGANS PIECE,
 ARDLEIGH.
 FOR COLLE HOUSING SOCIETY.
 LOCATION PLAN.

scale 1:2500 date NOV. 91.
 file/drg. 4032/B.A.
 ©

policies could properly be made by the grant of planning permission (subject to conditions) in respect of the Proposed Development provided that the Developer shall have first entered into this Agreement _____

IT IS HEREBY AGREED as follows :-

1. THIS Agreement is made in pursuance of Section 106 of the Town and Country Planning Act 1990 and in consideration of the covenants hereinafter contained _____

2. THE Developer hereby covenants with the Council that if the Council grants planning permission in respect of Application Number TEN/91/1483 subject to conditions and such permission is implemented in whole or in part :-

(i) each of the proposed dwellings of the Proposed Development shall at all times be occupied solely by persons granted assured tenancies under the Housing Act 1988 and by dependants of such persons residing with them or by the widows or widowers of such persons and shall at all times be managed by the Developer

(ii) the Developer shall not dispose of its freehold interest in the whole or any part of the Site other than to another Housing Association within the meaning of Section 1 of the Housing Associations Act 1985 and which is registered with the Housing Corporation under Section 5 of that Act _____

(iii) the Developer shall not grant a lease of the whole or any part of the Site other than by way of an assured tenancy as defined by the Housing Act 1988 let on a weekly or monthly basis upon payment of rent without fine or premium _____

(iv) upon any of the proposed dwellings of the Proposed Development becoming available for occupation whether on practical completion of the Proposed Development or at any time subsequently the Developer shall charge the tenant or tenants thereof at all times a rent

equal to the minimum amount necessary to cover the net costs of the provision of such a dwelling and the reasonable costs of the management and maintenance thereof including service charges PROVIDED THAT in any event for the first twelve months from the date of first occupation of such dwelling such rent shall not exceed £45.00 per week in the case of each two-bedroomed dwelling and £50.00 per week in the case of each three-bedroomed dwelling _____

(v) upon any of the proposed dwellings of the Proposed Development becoming available for occupation whether on the practical completion of the Proposed Development or at any time subsequently the Developer shall allocate each of the proposed dwellings by way of a grant of an assured tenancy (as previously defined) only to a person who is considered by the Developer to be in need of such accommodation and unable to compete in the normal open market for a dwelling in the Parish of Ardleigh and who either :-

- (a) was born in the Parish of Ardleigh or _____
- (b) already resides in the Parish of Ardleigh or
- (c) used to reside in the Parish of Ardleigh but has been forced to move away because of the lack of affordable housing there or _____
- (d) is employed within the Parish of Ardleigh or
- (e) resides in one of the following Parishes namely Great Bromley Little Bromley Little Bentley and Elmstead Market _____

(vi) at any time after the first occupation of any of the proposed dwellings of the Proposed Development the Council shall have the right to demand and be supplied with such written details as are sufficient to enable the Council to satisfy itself that the terms of sub-clause (v) hereof have been and are being fully

observed _____

(vii) in the event that the Developer is unable to allocate one or more of the proposed dwellings of the Proposed Development in accordance with the terms of sub-clause (v) hereof whether on practical completion of the Proposed Development or at any time subsequently the Developer shall allocate such dwelling or dwellings to a person or persons nominated by the Council from such Council's Housing Waiting List _____

(viii) no person shall occupy any of the proposed dwellings of the Proposed Development unless he or she is occupying such dwelling strictly in accordance with the foregoing sub-clauses hereof _____

(ix) the proposed planning permission in respect of the Proposed Development shall not be implemented until the Developer shall have entered into an Agreement under Section 38 of the Highways Act 1980 with the relevant Highway Authority to ensure that that part of the existing road at Ingrams Piece Ardleigh which abuts the Site is altered fully in accordance with the Drawing Number 7 Revision A annexed hereto and to ensure that such road is extended into the Site fully in accordance with the said Drawing _____

(x) none of the proposed dwellings of the Proposed Development shall be occupied until the various highway works shown on the said Drawing and referred to in sub-clause (ix) hereof shall have been completed to the satisfaction of the relevant Highway Authority

3. IT IS HEREBY AGREED AND DECLARED BETWEEN THE PARTIES:-

(i) the expression "the Council" shall include its successors in title and the expression "the Developer" shall include its successors in title to the Site or to any part thereof _____

(ii) no compensation shall be payable by the Council to the

Developer arising from the terms of this Agreement

(iii) representatives of the Council may enter upon the Site at any reasonable time after giving notice in writing to inspect the Proposed Development to ensure that the terms of this Agreement and the said planning permission shall have been complied with _____

(iv) this Agreement is "a planning obligation" for the purposes of Section 106 of the Town and Country Planning Act 1990 _____

(v) this Agreement is a local land charge and shall be registered as such _____

IN WITNESS whereof the parties hereto have caused their respective Common Seals to be hereunto affixed as their respective Deeds the day and year first before written

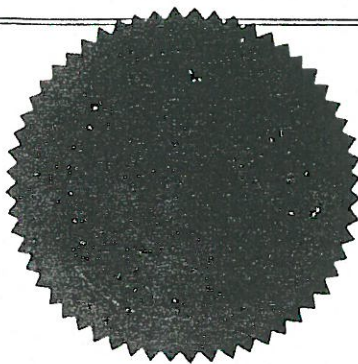


The COMMON SEAL of TENDRING)
)
DISTRICT COUNCIL was hereunto)
)
affixed as its Deed in the)
)
presence of :-)

SEAL REGISTER
1143
NUMBER

Solicitor to the Council

The COMMON SEAL of COLNE)
)
HOUSING SOCIETY LIMITED was)
)
hereunto affixed as its Deed)
)
in the presence of :-)



Committeeman

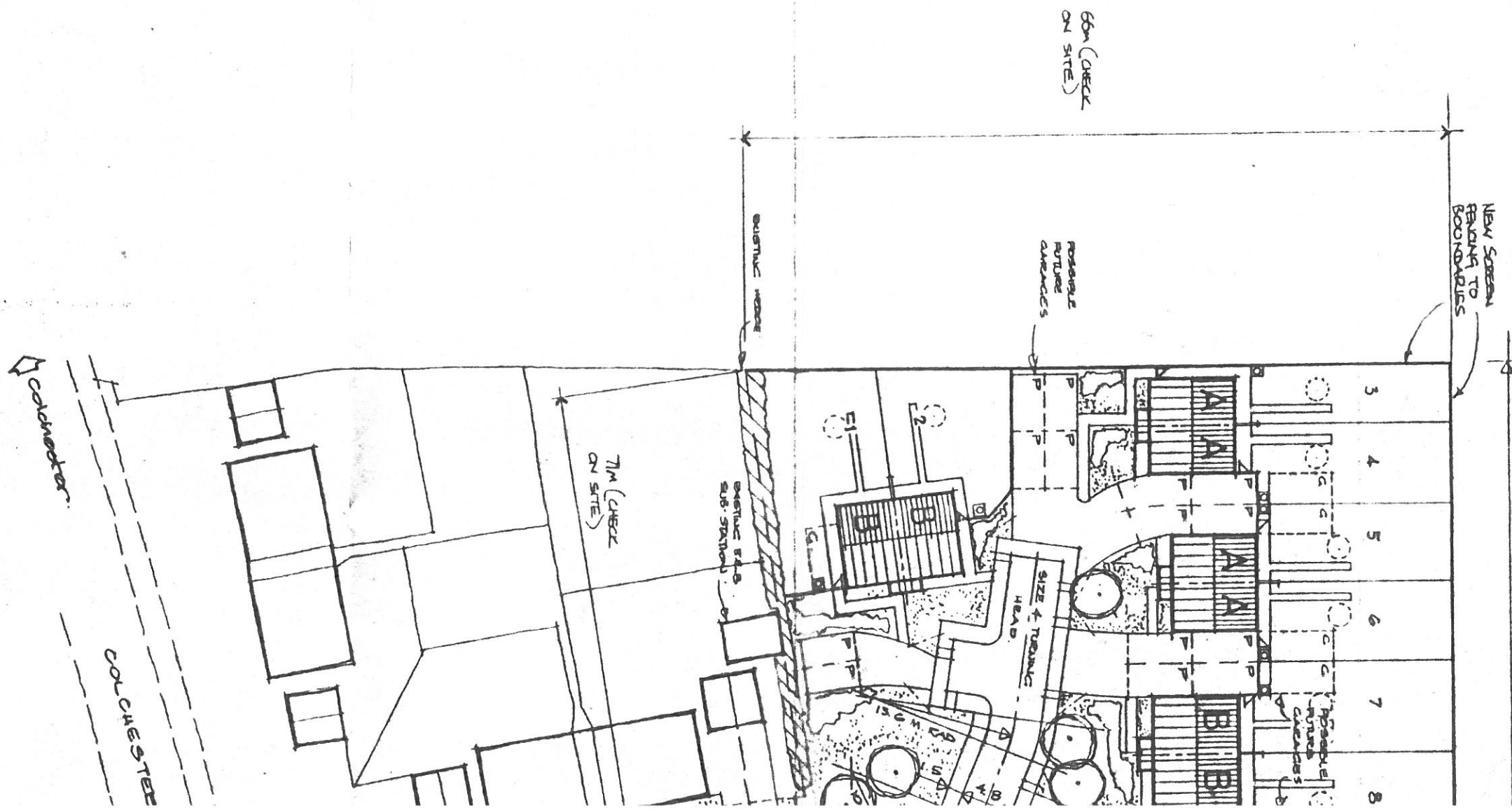
Committeeman

Chief Executive

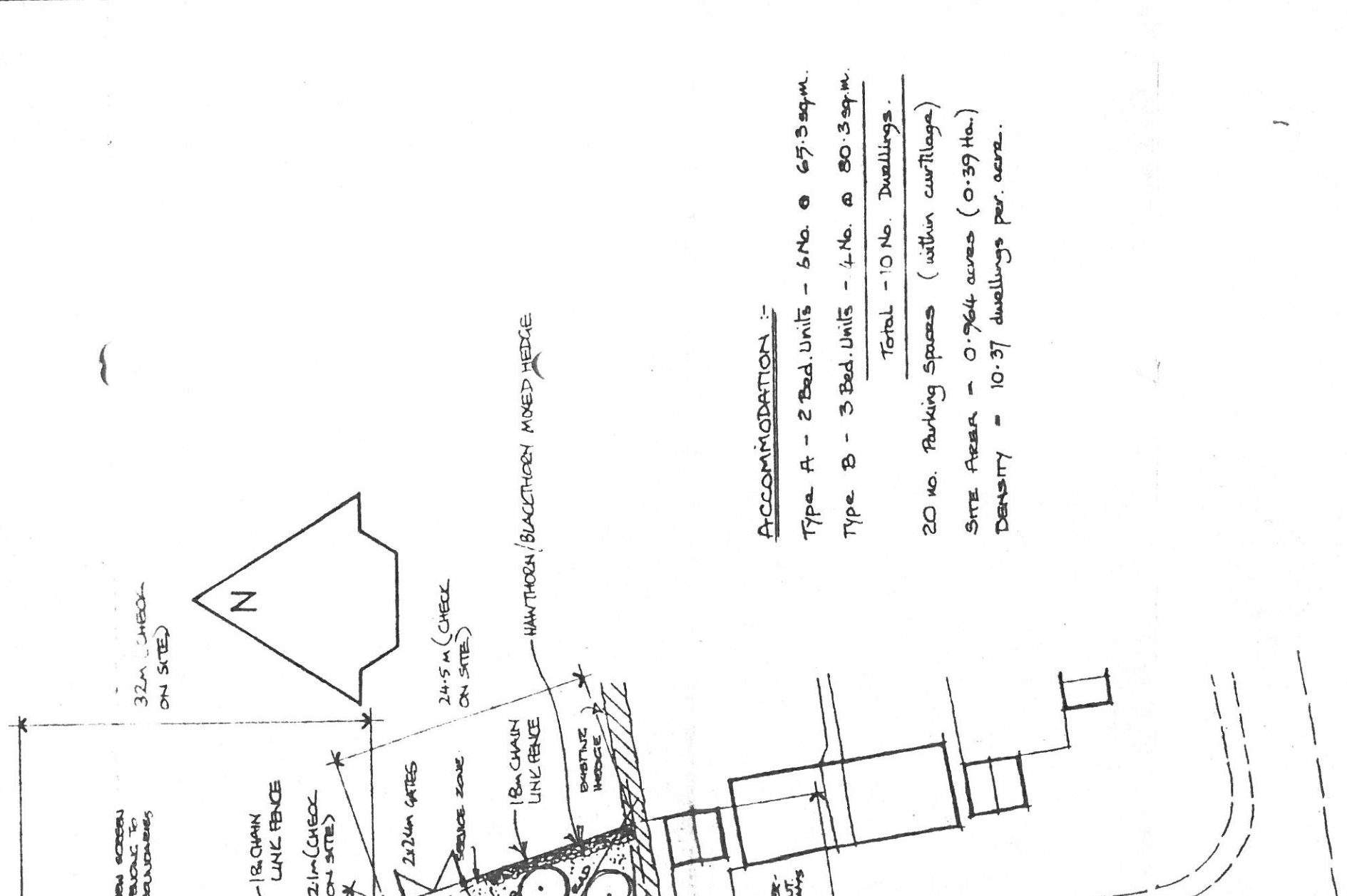
- DUSTBIN POSITION
- ROTARY AIRER
- NEW TREE
- NEW HEDGE
- ▨ EXISTING HEDGE
- CLOSE BOARDED FENCE TO BOUNDARY
- INTERWOVEN GOSSIP FENCE
- CHAIN LINK FENCE BETWEEN PROPERTIES

DEAR BOUNDARIES OF SITE TO LINE THROUGH WITH ADJACENT DEAR BOUNDARY.

61.000



REVISIONS	
NO. DATE	
C JAN '91	SITE BOUNDARY DIMENSIONS ADDED
D JUNE '92	FENCE/HEDGE/GATE ADDED TO BOUNDARY WITH 16 MOD. HOUSES FIELD
E. 30.06.92.	DUSTYBAY ROADSIDE, ROAD ADJACENT GATES & DRIVE ADDED. AREA ADJACENT INDICATED.



ACCOMMODATION :-

Type A - 2 Bed. Units - 6 No. @ 65.3 sq.m.
 Type B - 3 Bed. Units - 4 No. @ 80.3 sq.m.
 Total - 10 No. Dwellings.
 20 No. Parking Spaces (with in curtilage)
 SITE AREA - 0.964 acres (0.39 Ha.)
 DENSITY - 10.37 dwellings per acre.

PROPOSED HOUSING AT
 INGRAMS PIECE
 ARDLEIGH.
 for
 COLNE HOUSING SOCIETY
 LTD.

STANLEY BRAGG
 ARCHITECTS
 Stanley Bragg Partnership Limited
 Abbeygate One, 8 Whitewell Road, Colchester, Essex CO1 7DF
 Telephone (0206) 571371 Fax: (0206) 765242

SCALE	1:500
DATE	DECEMBER '91
FILE	4038
DRAWING	7 E

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