

THIS AGREEMENT is made the sixteenth day of December

One thousand nine hundred and ninety-three 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 _____

Site
Clacton-on-Sea
St. Andrew

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 land at Rochford
Road St Osyth 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 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/93/0919 ("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 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 :-

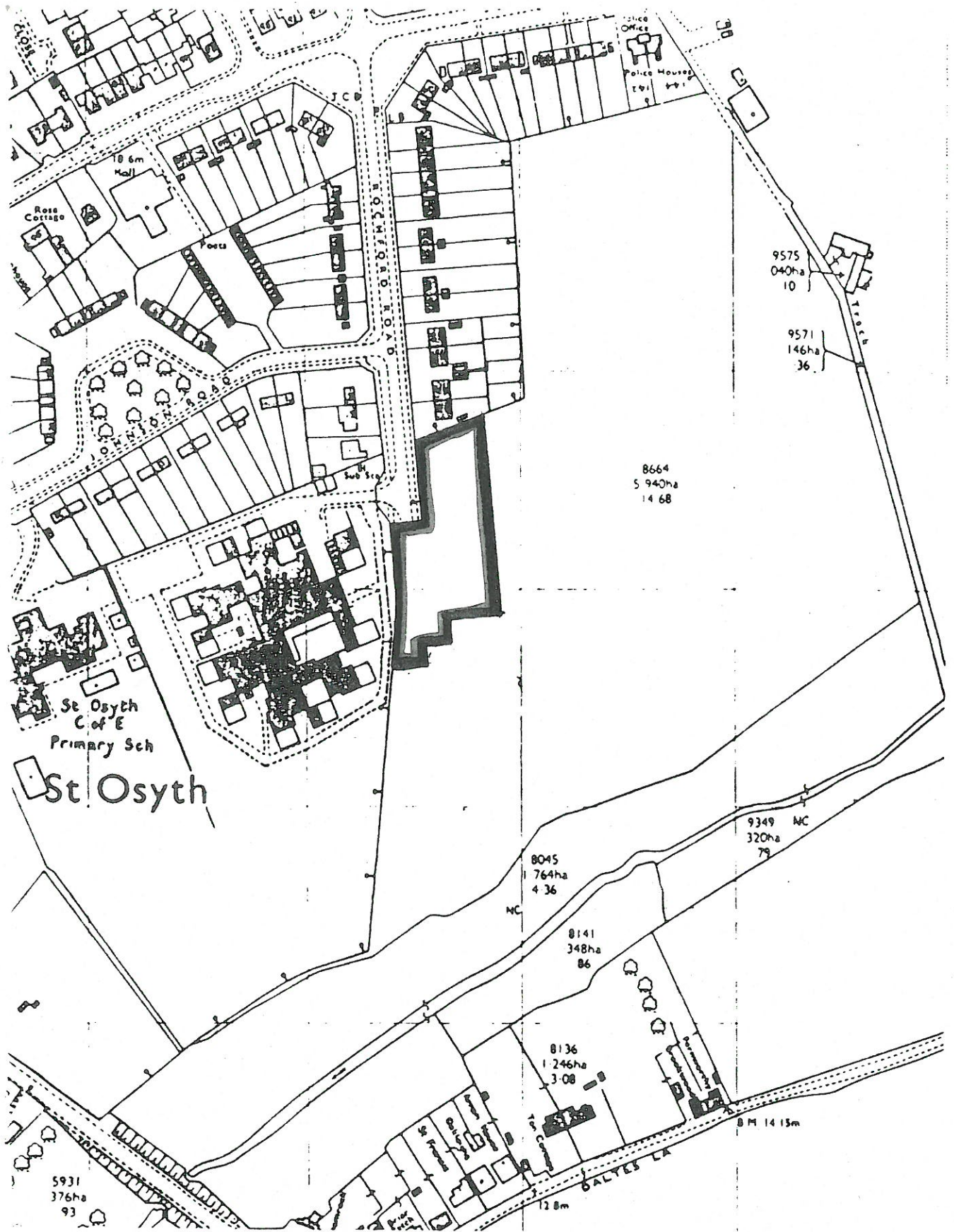
1. THIS Agreement is made in pursuance of Section 106 of the Town and Country Planning Act 1990 and in consideration of the covenants hereinafter contained_____

2. THE Developer hereby covenants with the Council that if the Council grants planning permission in respect of Application Number TEN/93/0919 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 either assured tenancies as defined in Section 1 of the Housing Act 1988 in respect of eight of the proposed dwellings or shared ownership leases as defined by Section 622 of the Housing Act 1985 in respect of two of the proposed dwellings 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 Section 1 of the Housing Act 1988 let on a weekly or monthly basis upon payment of



10.6m

Ross Cottage

Police

8664
5.940ha
14.68

9575
0.40ha
10

9571
1.46ha
36

St Osyth
C of E
Primary Sch

St Osyth

8045
1.764ha
4.36

8141
3.48ha
86

8136
1.246ha
3.08

9349 MC
3.20ha
79

5931
3.76ha
93

12.8m

BM 14.13m

GALVES LA

rent without fine or premium or by way of a shared ownership lease as defined by Section 622 of the Housing Act 1985 for a term of at least ninety-nine years_____

(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 the case of a shared ownership lease such rent may be reduced pro rata according to the size of the tranche acquired by the tenant or tenants thereunder PROVIDED FURTHER THAT in any event for the first twelve months from the date of first occupation of such dwelling such rent shall not exceed £50.00 per week in the case of each two-bedroomed dwelling and £55.00 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) or by way of a grant of a shared ownership lease (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 St Osyth and who either :-

- (a) was born in the Parish of St Osyth or _____
 - (b) already resides in the Parish of St Osyth or _____
 - (c) used to reside in the Parish of St Osyth but has been forced to move away because of the lack of affordable housing there or _____
 - (d) is employed within the Parish of St Osyth _____
- (vi) 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 each such dwelling by way of a grant of an assured tenancy (as previously defined) or by way of a grant of a shared ownership lease (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 to which that person has a local connection the term "local connection" in this context meaning that such person either :-
- (a) was born in such parish or _____
 - (b) already resides in such parish or _____
 - (c) used to reside in such parish but has been forced to move away because of the lack of affordable housing there or _____
 - (d) is employed within such parish

PROVIDED THAT the terms of this sub-clause shall relate only to the Parishes of Thorrington Great Bentley Weeley and Little Clacton _____

- (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-clauses (v) or (vi) hereof whether on practical

completion of the Proposed Development or at any time subsequently the Developer shall allocate each such dwelling by way of a grant of an assured tenancy (as previously defined) or by way of a grant of a shared ownership lease (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 Tendring District PROVIDED THAT such person has a local connection with the Tendring District the term "local connection" in this context meaning that such person either :-

- (a) was born in such District or _____
- (b) already resides in such District or _____
- (c) used to reside in such District but has been forced to move away because of the lack of affordable housing there or _____
- (d) is employed within such District _____

(viii) 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-clauses (v) (vi) and (vii) hereof have been and are being fully observed _____

(ix) 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-clauses (v) (vi) or (vii) 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 _____

(x) 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. _____

3. The Developer hereby further covenants with the Council that if the Council grants planning permission in respect of Application Number TEN/93/0919 subject to conditions and such permission is implemented in whole or in part :-

(i) prior to the allocation to a particular person or particular persons of each of the proposed dwellings of the Proposed Development which becomes available for occupation whether on the practical completion of the Proposed Development or at any time subsequently the Developer shall fully consult with the St Osyth Parish Council (or its successor authority) as to :-

(a) the method by which an application for the occupancy of such dwelling shall be made and the publicity which is to be given to any vacancy of such dwelling _____

(b) the criteria by which tenants shall be selected for the occupancy of such dwelling _____

(c) the form by which applications shall be submitted for the occupancy of such dwelling and the period in which such applications shall be submitted _____

(d) those persons who are to be short-listed and subsequently selected as the tenant or tenants of such dwelling _____

(ii) The Developer shall consult with said Parish Council by giving such Council at least 10 days prior written notice of the particular aspect which requires

PARISH COUNCIL

consultation in accordance with sub-clause (i) hereof (unless the Parish Council shall have previously in writing either waived its right to be consulted or agreed to a shorter period) PROVIDED THAT in the absence of any written response from the said Parish Council to such written notice within the said period of 10 days the Developer shall be deemed to have completed such consultation for that particular aspect.

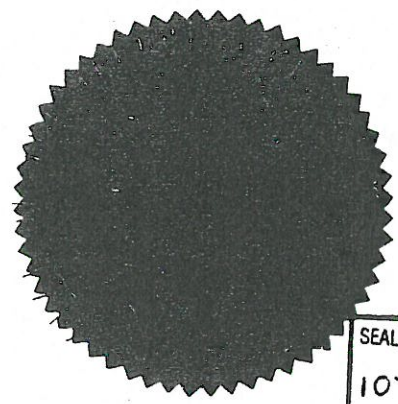
(iii) The Developer in consulting the said Parish Council shall take into account those views and opinions of such Council expressed in writing and shall incorporate such of those views and opinions as are reasonable in the selection of any tenant or tenants of such dwelling but without prejudice to the other terms of this Agreement.

4. 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 this Agreement has been executed as
a Deed and delivered by each of the parties hereto the day
and year first before written _____

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



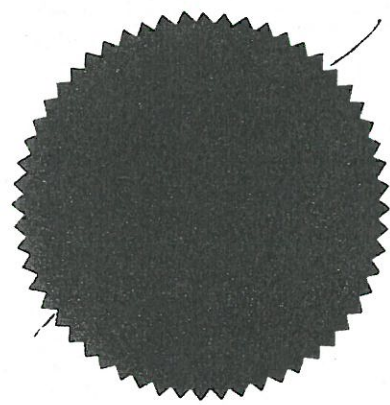
SEAL REGISTER
10735
NUMBER

C/M M

PRINCIPAL SOLICITOR

~~Solicitor to the Council~~

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



D. H. Cook

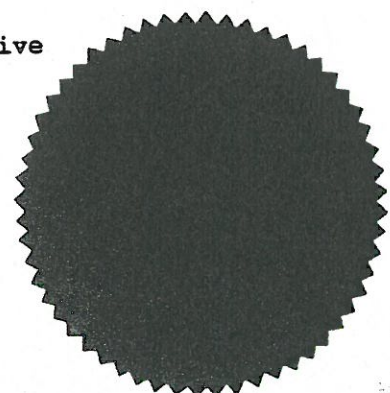
Committeeman

J. M.

Committeeman

M. Edwards

Chief Executive



DATED 16th December 1993

TENDRING DISTRICT COUNCIL

- and -

COLNE HOUSING SOCIETY LIMITED

A G R E E M E N T

under Section 106 of the Town
and Country Planning Act 1990
relating to Land at
Rochford Road St Osyth
in the County of Essex

J HAWKINS LL.B (HONS)
Solicitor to the Council
Tendring District Council
23A Pier Avenue
Clacton-on-Sea
Essex CO15 1QD