

DATED

Aⁿ September

1991

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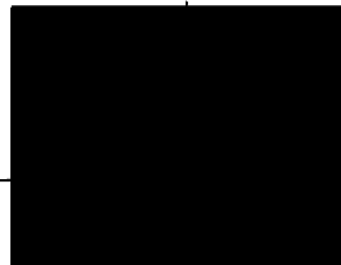
SUFFOLK COASTAL DISTRICT COUNCIL

- and -

CHURCH HOUSE PROPERTIES LIMITED

- and -

ENGLISH CHURCHES GROUP
CHURCH HOUSING ASSOCIATION LIMITED



AGREEMENT

under the Town and Country Planning Act 1990
Section 106 in respect of land at Mill Lane
Campsea Ashe in the County of Suffolk

B.C.Y. Archer LL.B.
Solicitor
Suffolk Coastal District Council
Council Offices
Melton Hill
Woodbridge IP12 1AU
03943 3789 Ext. 2411
P.13/601/SB

THIS DEED OF AGREEMENT is made the *fourth*
day of *September* One thousand nine hundred and ninety-one

BETWEEN SUFFOLK COASTAL DISTRICT COUNCIL of Council
Offices Melton Hill Woodbridge Suffolk (hereinafter called "the
Council") of the first part and CHURCH HOUSE PROPERTIES LIMITED
of 3 London Road Kelvedon Colchester Essex (being the address of
its registered office) (hereinafter called "the Owner") of the
second part and ^{ENGLISH CHURCHES GROUP} CHURCH HOUSING ASSOCIATION LIMITED whose
registered office is at ^{Sutherland House 70-78 West Hendon Broadway} ~~112A Shirland Road London W9~~ ^{London NW9 7ST}
(hereinafter called "the Association") of the third part

WHEREAS

1. This Agreement is a deed and shall be applied and construed as such
2. This Agreement is made in pursuance of the Town and Country Planning Act 1990 Section 106 or any statutory modification or re-enactment thereof and in exercise of all other enabling powers and the covenants herein contained shall be enforceable in the manner set out in and in accordance with the provisions of the Local Government (Miscellaneous Provisions) Act 1982 Section 33 or any statutory modification or re-enactment thereof
3. The Council is the district planning authority for the area of Suffolk Coastal District
4. The Owner is the fee simple owner subject as hereinafter mentioned but otherwise free from incumbrances of the land shown for the purpose of identification only edged red and blue on the plan annexed hereto (hereinafter called "the plan") at Mill Lane Campsea Ashe in the County of Suffolk (hereinafter called "the land")
5. In respect of the land or part thereof there has been sought

planning permission by application number C.90/0842 dated the 25th May 1990 for the erection of eight dwellings

6. The Owner has offered to transfer the land shown edged blue to the Campsea Ashe Parish Council by way of gift

7. The Council is prepared to grant planning permission subject to conditions pursuant to the application recited above following the execution of this Agreement

8. The Association has agreed to accept a transfer of the Owner's interest in the land shown edged red on the plan after the grant of Leases of the dwellings constructed thereon

9. In this Agreement where the context so admits or requires the singular shall include the plural or vice versa and the masculine shall include the feminine or vice versa

10. For the purposes of this Agreement a planning permission shall be deemed to be implemented if and when any development change of use or material operation as defined in the Town and Country Planning Act 1990 Section 56 is commenced

11. This Agreement is a local land charge and shall be registered as such

NOW THIS DEED WITNESSETH as follows:-

(1) The Owner for itself and its successors in title as Owner of the land hereby covenants with and undertakes to the Council that if the said permission or any renewal or replacement or modification thereof is implemented:-

(i) it shall upon completion of the development allocate or grant a Lease substantially in the form annexed hereto (hereinafter called "the Lease") of each dwelling within it to a person who is considered by it to be in need of such accommodation and unable to

SUFFOLK COASTAL DISTRICT COUNCIL
TOWN & COUNTRY PLANNING ACT 1990
AGREEMENT UNDER SECTION 106



compete in the normal open market for property in
Campsea Ashe and who

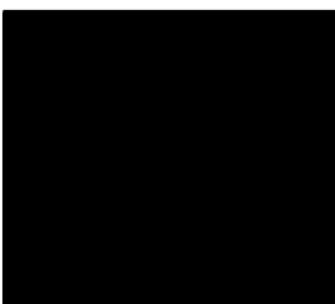
- (a) was born in Campsea Ashe and or in the
alternative
- (b) lives in or has immediate family living in
Campsea Ashe and or in the alternative
- (c) used to live in Campsea Ashe but has been forced
to move away because of the lack of affordable
housing and or in the alternative
- (d) is employed in socially beneficial employment in
Campsea Ashe and or in the alternative
- (e) has any other link with Campsea Ashe considered
acceptable by the Owner and the Council

PROVIDED THAT if no one qualifies under paragraphs (a)
to (e) above but there is or there are a person or
persons having similar connections within the parishes
of Rendlesham Blaxhall and Tunstall then the Owner may
allocate or grant a Lease of such dwellinghouse to
such person or persons PROVIDED FURTHER THAT persons
who are stationed posted or seconded on a temporary
basis to the area shall not qualify for nomination as
aforesaid PROVIDED FURTHER THAT

- (f) if there are no persons who qualify under the
foregoing the Council shall have the right to
nominate a suitable applicant from its housing
waiting list for the whole district of Suffolk
Coastal
- (g) if within six weeks of any dwelling within the
development becoming available for sale or for

letting (whether on practical completion of the development or at any time subsequently) the Owner is unable to fill any vacancy arising in accordance with the foregoing provisions then it may allocate or grant a Lease of such dwelling to any person who is considered by it to be in need of such accommodation

- (ii) It shall ensure that the following procedures and stipulations are observed and performed upon the initial sale of any dwelling:
- (a) the premium to be inserted in the particulars of the Lease shall be the cost price;
 - (b) the initial percentage to be inserted in the particulars of the Lease shall be the percentage of the full value of the dwelling represented by the cost price and "the Association's percentage" shall be the difference between the initial percentage and one hundred per cent;
 - (c) it shall use reasonable endeavours to procure that any assignee of any Lease granted pursuant to Clause 1(i) above shall be a person qualified within the criteria set out in Clause 1(i)(a) to (e) above;
 - (d) upon receiving notice from a leaseholder of his or her wish to assign a lease granted pursuant to Clause 1(i) above it shall advertise for an assignee within the parish of Campsea Ashe and will also notify the Council;
 - (e) prior to the grant of any Lease pursuant to

 Clause 1(i) above it shall enter into a contract with ~~Church Housing~~^{the} Association Limited of ~~Welford House 112A Shirland Road London W9~~ ("the Association") in a form agreed by the Council (such agreement not to be unreasonably withheld or delayed) pursuant to which the Owner's interest in the land edged red on the plan annexed hereto shall be transferred by means of one or more transfers to the Association following the grant of the Leases referred to in Clause 1(i) above;

- (f) save in accordance with the Contract referred to in (ii)(e) above it shall not dispose of the Association's percentage in any dwelling on the development save to a body previously approved in writing by the Council such approval not to be unreasonably withheld in the case of a transfer or assignment to a body having objects demonstrably similar to those of the Association but nothing contained herein shall limit the powers of a Mortgagee in possession

(2) If there shall be any dispute under the terms of this Agreement which shall not be resolved within a reasonable period of any party having notified the other that a dispute exists any party shall have the right to refer the matter for decision to an arbitrator to be appointed by the President for the time being of the Royal Institute of Chartered Surveyors in accordance with the provisions of the Arbitration Acts 1950-1975 or any amendment or modification thereof for the time being

in force

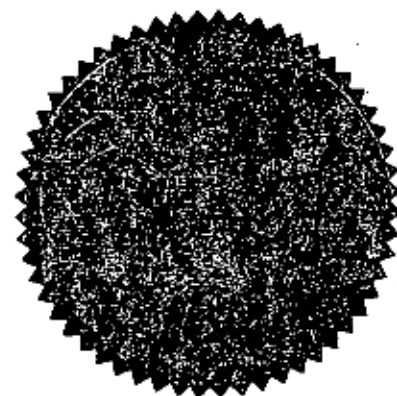
(3) The Association hereby covenants with and undertakes to the Council:-

- (i) that it will use all reasonable endeavours to agree the form of contract referred to in Clause 1(ii)(e) as soon as reasonably practicable;
- (ii) that following the transfer of the whole or any part of the land shown edged red on the plan to it it shall observe and perform the covenants herein contained and given on the part of the Owner

(4) Any registered housing association approved in writing by the Council may undertake the disposal of individual houses built on the land or any of them or their management in accordance with the provisions of this Agreement

IN WITNESS whereof the parties hereto have hereunto set their respective Common Seals the day and year first before written

THE COMMON SEAL of SUFFOLK COASTAL)
DISTRICT COUNCIL was hereunto)
affixed in the presence of:-)



7228

Please register initial plan.

THE COMMON SEAL of CHURCH HOUSE)
PROPERTIES LIMITED was hereunto)
affixed in the presence of:-)

Director

Secretary or a Duly Authorised Officer
or Signatory

ENGLISH CHURCHES

THE COMMON SEAL of CHURCH HOUSING)
GROUP)
ASSOCIATION LIMITED was hereunto)
affixed in the presence of:-)

~~Director~~

~~Secretary or a Duly Authorised Officer~~
~~or Signatory~~