HIS AGREEMENT is made the funt day of May One Thousand Nine Hundred and Ninety-one ETWEEN SALISBURY DIOCESAN BOARD OF FINANCE of the iocesan Office Church House Crane Street Salisbury iltshire SP1 2QB (hereinafter called "the Owner") of the irst part RAGLAN HOUSING ASSOCIATION LIMITED whose registered ffice is at Wright House 12/14 Castle Street Poole in the ounty of Dorset BH15 1BQ being a registered Housing ssociation (hereinafter called "Raqlan") of the second part he CHESIL BANK GROUP PARISH COUNCIL acting by RONALD ERIC **OBLE** of Portesham Dairy Farm Bramdon Lane Portesham in the ounty of Dorset and HENRY SAMUEL FORD of 11 West Street bbotsbury in the County of Dorset (hereinafter called "the arish Council") of the third part and the WEST DORSET DISTRICT COUNCIL of Council Offices High West Street Dorchester Dorset Tl lUZ (hereinafter called "the District Council") of the ourth part

HEREAS

- The District Council is the Local Planning Authority for the purposes of the Act (as hereinafter defined) for the area within which the Property (as hereinafter defined) is situated and a principal council for the purposes of the Local Government Act 1972
- 2) The said RONALD ERIC DOBLE and the said HENRY SAMUEL FORD are Chairman and Vice-Chairman respectively of the Parish Council
- 3) The Owner is seised of the Property aforesaid for an estate in fee simple in possession free from incumbrances

Plots 17 and 18 (as indicated on the Site Plan) and Raglan is the prospective purchaser of Plots 1-16 inclusive and Plots 19 and 20 (as indicated on the Site Plan)

- (4) By a written Application known to the Council by reference number 1/E/90/0465F the Owner has applied to the District Council for planning permission pursuant to the Act aforesaid to carry out the Development (as hereinafter defined)
- (5) The District Council is satisfied that the Development aforesaid is such as may be approved by the District Council under the Act subject nevertheless as hereinafter appearing

NOW THIS DEED WITNESSETH as follows:

- 1. THIS Agreement is made in pursuance of Section 106 of the Act and Section 33 of the Local Government (Miscellaneous Provisions) Act 1982 and shall come into force when the District Council shall grant the Planning Permission
- 2. IN this Agreement the terms and expressions listed in the left hand column hereunder shall bear the meanings respectively assigned to them in the right hand column hereunder

The Owner Raglan The Parties to this Agreement the Parish Council and the District Council

The Act The Town and Country Planning Act 1990

The Property The property described in the First Schedule hereto

The Application

The planning application referred to in Recital (4) hereof

The Development

The erection of 28 houses and the construction of an access road on the Property as described in the Application

The Parish Council

The houses to be erected on

Plots 17 and 18 (as indicated on

the Site Plan) in accordance with

the Planning Permission

The Raglan Houses to Rent

The houses to be erected on Plots

1 10 to 16 inclusive 19 and 20

(as indicated on the Site Plan) in
accordance with the Planning

Permission and subject to the
further proviso to Clause 4(1)
hereof shall include the Parish

Council Houses

The Raglan Houses for Sale

The houses to be erected on Plots 2 to 9 inclusive (as indicated on the Site Plan) in accordance with the Planning Permission

The Affordable Houses

The Parish Council Houses the Raglan Houses to Rent and the Raglan Houses for Sale The Planning
Permission

The planning permission to be granted by the Council pursuant to the Act in respect of the Development and which shall be subject to the planning conditions set forth in the Fifth Schedule hereto

The Location Plan and the Site Plan

The two parts of the plan annexed to this Agreement being so described thereon

Commencement of the Development

The earliest date on which any specified operation within the purview of Section 56 of the Act is begun to be carried out on any part of the Property

Qualifying Persons

Those persons who satisfy the provisions of the Fourth Schedule hereto

Local People

Persons whose Place of Origin is within either the West Dorset
District or the Borough of
Weymouth and Portland

Place of Origin

Either

(a) The place of birth of a person

or (b) The place in which
such person's parent or
parents were ordinarily
resident at the time of his or
her birth

or (c) The place in which such
person has had his or her sole
or main residence (within the
meaning of Section 2 of the
Local Government Finance Act
1988) for a continuous period
of at least 15 years
immediately prior to the
commencement of his or her
first occupation of one of the
Affordable Houses

The Executive Houses

The houses shown numbered I to VIII on the Site Plan

Assured Tenancy

An assured tenancy within the meaning of the Housing Act 1988

The Fixed Equity Shared
Ownership Scheme

The scheme specified in the Third Schedule hereto

The First Purchaser

The first person (or persons) in each case to acquire a legal interest by means of a Shared Ownership Lease in the Raglan Houses for Sale

Shared Ownership Lease

A shared ownership lease as defined in Section 622 of the Housing Act 1985

The Relevant Percentage

That percentage of the open market value of a dwelling on the occasion of its first sale which the initial selling price referred to in Paragraph 2 of the Third Schedule hereto represents

The Relevant Period

For the purposes of the Fourth
Schedule hereto the relevant
period shall be three months in
the case of the Raglan Houses for
Sale and three weeks in the case
of the Raglan Houses to Rent

- 3. THE Owner hereby covenants with the District Council for itself and its successors in title:-
 - (a) that the Property shall be permanently subject to the restrictions and provisions regulating the development thereof specified in this Agreement and in particular but without prejudice to the generality hereof to those specified in the Second Schedule hereto

- (b) not to develop or cause or permit to be developed any part of the Property otherwise than in strict conformity with this Agreement and with the Planning Permission
- 4.(1) THE Owner and the Parish Council respectively covenant with each other that no development shall commence until the Owner shall have sold and the Parish Council shall have purchased the sites of the Parish Council Houses for an estate in fee simple at a purchase price of one pound (£1) per plot and the Owner shall have agreed with the Parish Council to procure the erection thereon of the Parish Council Houses PROVIDED THAT if the Parish Council shall decline to take a Conveyance of the sites of the Parish Council Houses within 21 days of notice from the Owner requiring the Parish Council so to do this Clause shall be of no further effect in preventing the implementation of the Planning Permission for the Development and PROVIDED FURTHER THAT in such event the Parish Council Houses shall be constructed not later than six months after first occupation of the first of the Raglan Houses to Rent and on completion shall be deemed to be part of the Raglan Houses to Rent for the purposes of this Agreement
 - (2) THE Conveyance (or Conveyances) shall be:
 - (a) subject to the terms and provisions of this
 Agreement
 - (b) subject to an agreement and declaration between
 the parties to the Conveyance (or Conveyances) of
 the sites of the Parish Council Houses that the
 Parish Council and its successors in title shall

not by virtue of the Conveyance (or Conveyances)
acquire any right of light or air which would
prejudice the free use and enjoyment of the
remaining 26 plots (including the houses which may
be built thereon)

- 5. THE Owner and Raglan hereby respectively covenant with each other that no part of the Development shall commence until the Owner shall have sold and Raglan shall have purchased the sites of the Raglan Houses to Rent and the Raglan Houses for Sale each for an estate in fee simple and in each case at a purchase price of one pound (£1) per plot respectively and the Conveyance (or Conveyances) shall be subject to the like terms contained in the preceding Clause 4 (2)(a) and (b) save:-
 - (a) for "Parish Council" read "Raglan"
 - (b) for "remaining 26 plots" read "the sites of the Parish Council Houses and the sites of the Executive Houses"
 - (c) for the "Parish Council Houses" read the

 "Raglan Houses to Rent and the Raglan Houses

 for Sale"
- 6. THE Parish Council hereby covenants with the District
 Council not to dispose of the Parish Council Houses
 otherwise than on Assured Tenancies strictly in
 accordance with Clause 9 below
- 7. THE Parish Council and Raglan hereby respectively agree and declare that Raglan shall manage the Parish Council Houses in accordance with this Agreement and with the aims and objects of Raglan PROVIDED THAT where there is

disparity or variance the terms of this Agreement shall prevail

- 8. RAGLAN hereby covenants with the District Council as follows:-
 - (a) not to dispose of the Raglan Houses to Rent otherwise than on Assured Tenancies strictly in accordance with the conditions contained in Clause 9 below
 - (b) to manage the residences referred to in (a) above in accordance with the aims and objects of Raglan PROVIDED THAT where there is disparity or variance the terms of this Agreement shall prevail
 - (c) not to dispose of the Raglan Houses for Sale otherwise than strictly in accordance with the Fixed Equity Shared Ownership Scheme
- 9. THE Parish Council and Raglan hereby severally covenant with the District Council in respect of (in the case of the Parish Council) the Parish Council Houses and (in the case of Raglan) the Raglan Houses to Rent and the Raglan Houses for Sale:-
 - (a) that they will not allow occupation of any house without first obtaining and subsequently retaining evidence of the occupier's qualification to occupy within the terms of this Agreement and that they will allow if required the District Council's Director of Planning and Environmental Services for the time being or his duly authorised representative to inspect such evidence and provide copies thereof on demand at any reasonable time

- (b) that each tenancy agreement in respect of the
 Parish Council Houses and the Raglan Houses to Rent
 shall contain a covenant given by the landlord to
 the tenant that the landlord shall observe and
 perform the said terms and conditions of this
 Agreement
- (c) that the relevant landlord shall supply each tenant with a copy of this Agreement or a summary of the terms and conditions of this Agreement which said summary shall have first been approved in writing by the District Council
- (d) that the houses shall be occupied only by persons who are Qualifying Persons at the date of the commencement of their occupation
- (e) to ensure that none of the houses shall at any time or in any way be occupied otherwise than strictly in accordance with this Agreement
- 10. NOTHING contained or implied in this Agreement shall prejudice or affect the rights powers duties and obligations of the District Council in the exercise of its functions as Local Authority and its rights powers duties and obligations under all public or private statutes by laws and regulations may be as fully and effectually exercised as if the District Council were not a party to this Agreement and in particular this Agreement shall not be deemed to restrict the District Council in the exercise of its rights powers duties and obligations as District Planning Authority

11. THE provisions of this Agreement shall be enforceable by the District Council against the Owner and all persons deriving title through or under it in respect of the Property in the like manner and to the like extent as if the District Council were possessed of adjacent land and as if this Agreement had been expressed to be made for the benefit of such land

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- 12. IN the event of the Owner disposing whether by sale or lease of the whole or any part of the Property it shall include a clause in the Contract for sale and purchase or in the Agreement for a lease that the sale or lease shall be subject to the terms and provisions of this Agreement
- 13. IN this Agreement the expressions "the Owner" "Raglan"

 "the Parish Council" and "the District Council" shall

 where the context so admits include their respective

 successors in title and any person or persons deriving

 title through under or in trust for them PROVIDED THAT

 the Owner and Raglan shall not be bound hereunder after

 they shall have relinquished the whole of their

 respective interests in the Property save in respect of

 any breach hereof at a time when they held any such

 interest
- 14. THE Owner shall upon completion of this Agreement pay to the District Council the reasonable expenses of the District Council as certified by the Chief Executive for the time being of the District Council in connection with the preparation and completion of this Agreement

IN WITNESS whereof the Owner Raglan and the District Council have caused their respective Common Seals to be hereunto affixed as their Deed and the said Ronald Eric Doble and the said Henry Samuel Ford on behalf of the Parish Council have hereunto signed this instrument as their Deed the day and year first before written

FIRST SCHEDULE

(The Property)

ALL THAT land to the north of Rodden Row Abbotsbury in the County of Dorset known as Abbotsbury Glebe and amounting in area to 0.89 hectare or thereabouts and shown edged with a thick black line on the Location Plan

SECOND SCHEDULE

(Covenants by the Owner)

- Subject to the provisos to Clause 4 hereof the Development shall not be carried out until the land referred to in Clauses 4 and 5 hereof shall have been conveyed to the Parish Council and Raglan respectively in accordance with those Clauses
- 2. Save for any delay beyond the control of the Owner the Affordable Houses shall within one year of the Commencement of the Development be built and ready for occupation with all available services (electricity gas water and drainage) connected and all constructions finishes fixtures and fittings completed and installed and in any event no more than four of the Executive Houses shall be occupied until the Affordable Houses shall have been built and ready for occupation as aforesaid

- 3. The 28 houses to be developed shall not be used otherwise than as single private houses
- 4. The Owner shall supply each purchaser of the Executive Houses with a copy of this Agreement

THIRD SCHEDULE

(The Fixed Equity Shared Ownership Scheme)

The Fixed Equity Shared Ownership Scheme shall operate as follows:-

- 1. Each dwelling (which expression shall mean each of the Raglan Houses for Sale) shall always be:-
 - (a) sold by Raglan (or its successors in title) at a reduced price (that is less than the open market price for such dwellings) and
 - (b) occupied:
 - (i) on the basis of a Shared Ownership Lease (but without provision in such Lease for the purchase of a further share or shares or the purchase of the Lessor's reversionary interest) whereby the purchaser shall purchase no more than 70% of the beneficial interest in the dwelling and Raglan shall hold the remaining interest therein for its own use and benefit
 - (ii) by persons who are Qualifying Persons at the date of the commencement of their occupation
- The initial selling price of each dwelling shall be THIRTY TWO THOUSAND FIVE HUNDRED POUNDS (£32,500) and the open market value of such dwelling at the date of the exchange of contracts for the first sale thereof assuming the existence of this Agreement shall be determined at

the cost of Raglan by a chartered surveyor who shall have been mutually agreed between the parties to the proposed contract prior to such sale or in default of such agreement by a surveyor appointed at the cost of Raglan by the President for the time being of the Royal Institution of Chartered Surveyors or by a person on his/her behalf

- 3. The First Purchaser of each dwelling shall acquire the Relevant Percentage of the beneficial interest in such dwelling and no more and each and every purchaser of each dwelling thereafter shall always be obliged to purchase the same percentage interest therein
- 4. The purchaser of a dwelling shall not sell the said dwelling except to a Qualifying Person who (subject to Paragraph 5 below) shall have first been appointed by the District Council and Raglan and on such a re-sale the price payable for the dwelling shall not exceed the Relevant Percentage of the open market value at the time of the exchange of contracts for such re-sale assuming the continued existence of this Agreement
- 5. If upon a dwelling becoming available for sale:
 - (a) Raglan shall decline to either nominate a person or persons or finally adjudge the eligibility of any person or persons nominated in accordance with the conditions contained in Paragraph 1(b) of the Fourth Schedule hereto
- OR (b) a person or persons nominated in accordance with
 the conditions contained in Paragraph 1(b) of the
 Fourth Schedule hereto shall be unable to proceed
 to completion of the purchase of the said dwelling

within a reasonable period of not less than three months from the date of the said dwelling becoming available for sale

the existing lessee of the said dwelling shall be free to sell the dwelling to the extent of the Relevant

Percentage and at a price calculated in accordance with this Schedule to any person or persons who qualify under the provisions of the Fourth Schedule hereto

THE FOURTH SCHEDULE (Qualifying Persons)

- 1. Eligibility for occupation of the Affordable Houses shall be determined in accordance with the following provisions:-
 - (a) As to the Parish Council Houses it shall be adjudged jointly by the Parish Council and Raglan
 - (b) As to the Raglan Houses to Rent and the Raglan
 Houses for Sale it shall be finally adjudged by
 Raglan PROVIDED ALWAYS THAT
 - (i) the District Council shall be permitted to consult with and nominate jointly with Raglan persons who shall be eligible to occupy the said Raglan Houses

and

- (ii) at least 50% of the Raglan Houses to Rent and the Raglan Houses for Sale shall be at all times occupied by persons who shall have been nominated by the District Council
- (c) In allocating the Affordable Houses the following criteria and order of priority shall be applied and adhered to and furthermore no Affordable House

shall be offered for occupation by a person in a lower category of priority without the consent of the District Council in the case of the Raglan Houses to Rent and the Raglan Houses for Sale or without the consent of Raglan and the District Council in the case of the Parish Council Houses

- (i) Persons whose Place of Origin is or who are currently residing in:-
 - (1) the parish of Abbotsbury
 - (2) the parishes of Portesham Langton Herring or Fleet
 - (3) the parishes of Long Bredy Puncknowle
 Little Bredy Kingston Russell
 Winterbourne Abbas Winterbourne
 Steepleton Winterborne St Martin or
 Chickerell
 - (4) the remaining parishes of the eastern area of the West Dorset District
 - (5) the remaining parishes of the West Dorset
 District

and who are listed on either the District
Council's or Raglan's Housing Waiting Lists
or (in the case of the Parish Council Houses)
have been nominated by the Parish Council

(ii) Persons who are Local People and (1) are employed or self-employed in an enterprise within the administrative Districts of West Dorset Weymouth and Portland North Dorset Purbeck East Devon or South Somerset or (2) are currently living in or immediately prior to rent or purchase of one of the Affordable Houses have been living in accommodation provided by their employer and the said accommodation is required to provide accommodation for another employee

PROVIDED THAT

- if upon any Affordable House becoming vacant (i)or available for sale (as applicable) that vacancy cannot be filled in accordance with the provisions of this Schedule within the Relevant Period from the date of the Affordable House becoming vacant or available for sale as aforesaid then after obtaining the agreement of the District Council's Director of Planning and Environmental Services for the time being or his authorised representative (which shall not be unreasonably withheld) the vacancy may be filled by any person or persons who shall fulfil most closely the qualifications required by this Schedule
- (ii) the families and relations of the Qualifying Persons shall be entitled to reside in the Affordable Houses notwithstanding that they may not satisfy the foregoing terms
- 2. Upon the death of one occupant of any of the Affordable Houses who is the Qualifying Person or upon such occupant ceasing to occupy the Affordable House on a permanent basis the spouse or co-habitee of such person in

residence at the time of the relevant death or cesser of occupation shall have the right to remain in the said Affordable House notwithstanding that he or she may not be a Qualifying Person

FIFTH SCHEDULE

(Conditions to which Planning

Permission is subject)

- 1. The development to which this permission relates must be begun not later than the expiration of five years beginning with the date of this permission.
 - Reason This condition is required to be imposed by Section 91 of the Town and Country Planning Act 1990.
- 2. Opportunity shall be allowed for archaeological recording and observation to be undertaken during any period of demolition and development. Notification of demolition/commencement of development shall be given to the Local Planning Authority at least one month before the start of any works.
 - Reason: The site is potentially of archaeological and historical significance.
- 3. No development shall be commenced until a sample panel of the proposed external facing material(s) shall have been erected on site, and approved in writing by the Local Planning Authority.
 - Reason; To ensure that the external appearance of the
 building(s) is satisfactory.
- 4. No development shall be commenced until details and samples of all external facing materials for the wall(s) and/or roof(s) shall have been submitted to, and approved in writing by, the Local Planning Authority.
 - Reason: To ensure that the external appearance of the building(s) is satisfactory.
- 5. The buildings hereby approved shall not be occupied until the car parking facilities shown on the approved plan shall have been laid out and surfaced in accordance with a scheme which shall have been submitted to and agreed in writing by the Local Planning Authority. Such parking facilities shall be retained permanently thereafter for that purpose.

Reason: To ensure provision of adequate off-street parking facilities within the site in the interest of road safety.

The development hereby approved shall not be commenced until a landscaping and tree planting scheme shall have been submitted to, and approved in writing, by the Local Planning Authority. Such scheme shall be implemented during the planting season November - March inclusive, immediately following commencement of the development, or as may be agreed otherwise in writing by the Local Planning Authority. The scheme shall include provision for the maintenance and replacement as necessary of the trees and shrubs for a period of not less than 5 years.

Reason: In the interest of visual amenity.

7. No building work shall commence until the access to the site shall have been formed in accordance with a specification first approved in writing by the District Planning Authority.

Reason: In the interests of highway safety

8. A plan shall be submitted to, and approved in writing by, the Local Planning Authority showing details of highway surface water drainage and disposal. No foundation of any individual building shall be dug on land forming the subject of this application until all works shown on the said plan, for the disposal of surface water from roads and footpaths abutting and leading to such building, shall have been completed.

Reason: To ensure the adequate drainage of the road in
the interest of road safety.

9. No foundation of any building shall be dug on land forming the subject of this application until a new estate road shall have been constructed from the carriageway of the existing highway to the site of that building. The minimum requirements for this estate road shall be concrete foundations to kerb, hard-core laid level to the top of the kerb foundations and suitably blinded, soil and surface water drainage laid complete with road gullies and gratings all to a specification which shall be submitted to, and approved in writing by, the Local Planning Authority.

Reason: To ensure that individual buildings are accurately set out in accordance with the approved layout and an adequate means of access is available when the building is under construction and when it is occupied.

10. No building shall be occupied until such time as the carriageway and footway/footpath shall have been constructed up to and including base course surfacing complete with kerbing from the site of that building to the adopted highway, to a specification which shall have

been submitted to, and approved in writing by, the Local Planning Authority.

Reason: To ensure that individual buildings are accurately set out in accordance with the approved layout and an adequate means of access is available when the building is under construction and when it is occupied.

11. Within a period of two years of the commencement of work, or such other period as may have been agreed in writing with the Local Planning Authority, whichever is the sooner, the kerbing, channelling, surfacing of all the roads, footways and footpaths on the estate providing access to the dwelling or buildings shall be completed to a specification which shall be submitted to, and approved in writing by the Local Planning Authority.

Reason: In the interests of highway safety and convenience.

12. The level of the visibility splays, as shown on the approved plan, shall not exceed (0.300m) above the level of the adjoining carriageway; and, notwithstanding the provisions of the Town and Country Planning General Development Order 1988, or any Order revoking or reenacting that Order, the visibility splay shall be kept free from all obstruction above this height.

Reason: In the interest of highway safety.

13. Development shall not commence until the design details of the eaves to the dwellings, the proposed windows and doors (to include external finish) and the chimneys shall have been submitted to, and approved in writing by, the District Planning Authority.

Reason: To ensure the satisfactory appearance of the development.

14. The dwellings hereby approved shall not be occupied until the proposed footpath link between the site and Rosemary Lane, as shown on drawing no. 423.15B, shall have been provided in accordance with the approved detail.

Reason: To ensure the provision of a safe and convenient pedestrian route between the site and the village centre.

15. Development shall not commence until a detailed scheme of the proposed means of enclosure to each plot shall have been submitted to, and approved in writing by, the District Planning Authority. No dwelling shall be occupied until the appropriate enclosure detail has been provided.

Reason: To ensure satisfactory privacy for each plot.

16. Development shall not commence until a fully detailed, comprehensive scheme for hard landscaping within the site, to include details of road, and footpath surfaces, kerb upstands and parking areas shall have been submitted to, and approved in writing by, the District Planning Authority.

Reason: To ensure that the hard landscaping detail is sufficiently sensitive to the special character of this area.

17. NOTE:

Where further details/samples of material are required to be submitted the District Planning Authority will expect the use of good quality natural materials. The use of reconstructed stone, concrete tiles, artificial slates, UPVC windows and doors will not be approved.

THE COMMON SEAL of SALISBURY)
DIOCESAN BOARD OF FINANCE)
was hereunto affixed as its)
Deed in the presence of:-)

A member of the Board

A Deputy Secretary of the Board



THE COMMON SEAL of RAGLAN)
HOUSING ASSOCIATION LIMITED)
was hereunto affixed as its)
Deed in the presence of:-)

Director

Deputy Director

Member

SOCIATION SOCIAT

SIGNED by the said RONALD ERIC) DOBLE as his Deed in the presence of:-

Witness name: BARRY JOHN DRUCE

Address: 14 GYPSY LANE

DORSET DTY OBZ

Occupation: LOCAL GOVERNMENT OFFICER

SIGNED by the said HENRY SAMUEL) FORD as his Deed in the presence of:-

Witness name: DAVID JOHN WOOD

Address:

EAST FARM.

ABBOTS BURY.

DT3 45N Said

off S Ford

Occupation:

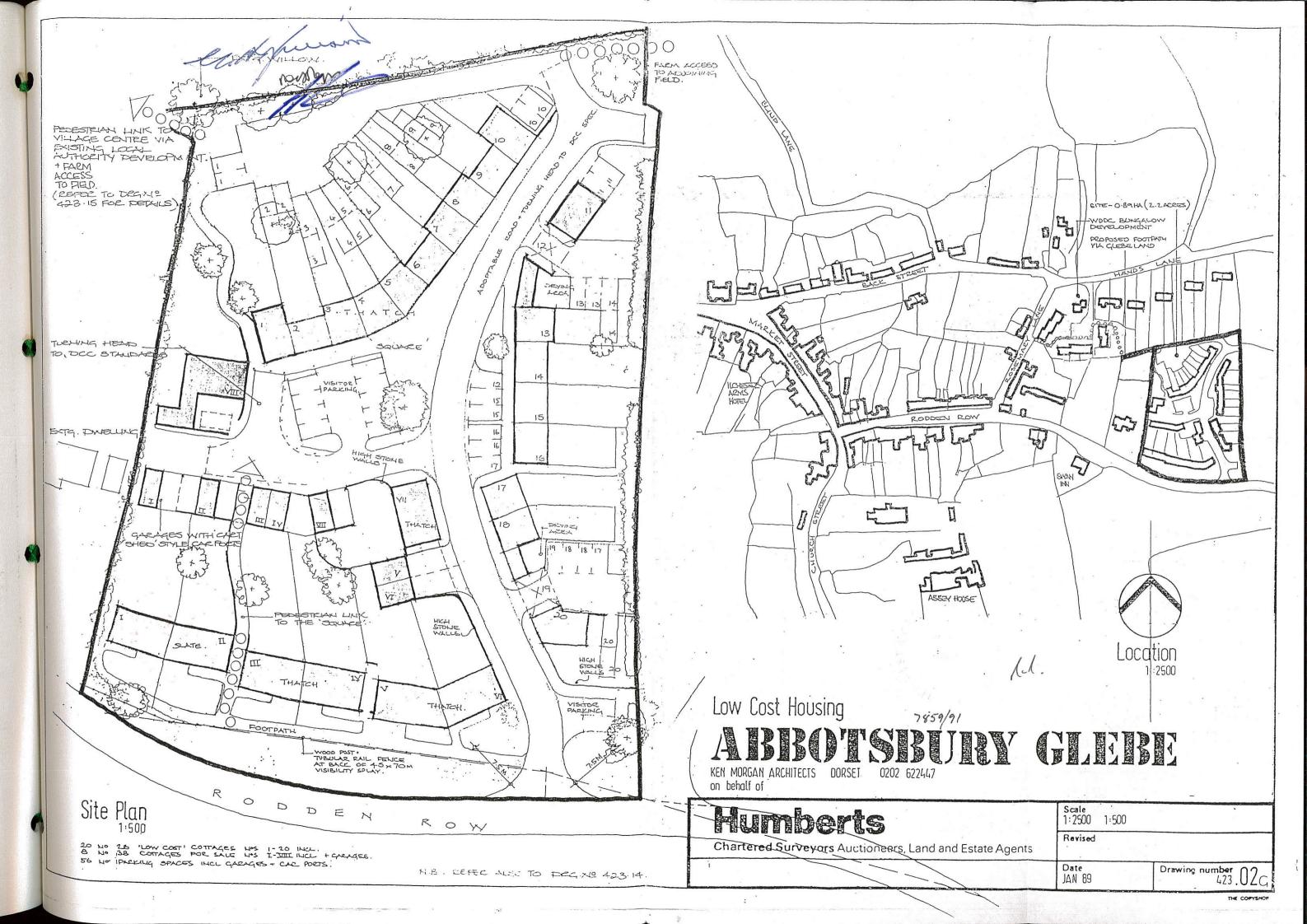
FARMER.

THE COMMON SEAL of THE WEST DORSET DISTRICT COUNCIL was hereunto affixed as its Deed in the presence of: M. J. Percell

Chairman of the Council

Chief Executive

7858/91



SALISBURY DIOCESAN BOARD OF FINANCE

-and-

RAGLAN HOUSING ASSOCIATION LTD

-and-

THE CHESIL BANK GROUP PARISH COUNCIL

-and-

WEST DORSET DISTRICT COUNCIL

AGREEMENT

Under Section 106 of the Town and Country Planning Act 1990 and Section 33 of the Local Government (Miscellaneous Provisions) Act 1982

Relating to residential development at Abbotsbury Glebe Abbotsbury Dorset

A D McClure Solicitor West Dorset District Council 58/60 High West Street DORCHESTER Dorset DT1 1UZ