



TOWN AND COUNTRY PLANNING ACT 1990
TOWN AND COUNTRY PLANNING (GENERAL DEVELOPMENT PROCEDURE) ORDER 1995

GRANT OF OUTLINE PLANNING PERMISSION

This permission does not carry any approval or consent which may be required under any enactment, byelaw, order or regulation (e.g. in relation to Building Regulations or the Diversion of Footpaths etc) other than Section 57 of the Town and Country Planning Act, 1990.

Application number: 6/2006/1143

Location: Newfoundland Close (Land adj.), Worth Matravers

Description of Development: O/A - Erect 5 new dwellings; form new vehicular access.

In pursuance of their powers under the above mentioned Act, Purbeck District Council, HEREBY GRANT OUTLINE PLANNING PERMISSION for the development described above in accordance with the details given in the application numbered above,

subject to the following condition(s):

1. Before any development is commenced details of 'reserved matters' (that is any matters in respect of which details have not been given in the application and which concern the external appearance of the building(s) to which this permission and the application relates, and landscaping of the site) shall be submitted to the Local Planning Authority for their subsequent approval.

Reason: This condition is required to be imposed by the provisions of Article 3(1) of the Town and Country Planning (General Development Procedure) Order 1995.

2. Application for approval of any 'reserved matter' must be made not later than the expiration of three years beginning with the date of this permission.

Reason: This condition is required to be imposed by Section 92 of the Town and Country Planning Act 1990.

3. The development to which this permission relates must be begun not later than the expiration of two years from the final approval of the reserved matters or, in the case of approval on different dates, the final approval of the last such matter to be approved.

Reason: This condition is required to be imposed by Section 92 of the Town and Country Planning Act 1990 as amended by Section 51 of the Planning and Compulsory Purchase Act 2004.

ARCO2 Architecture Ltd
ARCO2 House
Boundary Road
Dunmere
Bodmin
Cornwall
PL31 2RX
(Worth Community Property Trust)

Signed

Development Control Manager

Dated: 16 May 2008

PLEASE REFER TO NOTES OVERLEAF



4. Development shall not begin until a scheme for surface water drainage has been submitted to and approved in writing by the Local Planning Authority. Prior to the submission of those details, an assessment shall be carried out into the potential for disposing of surface water by means of a sustainable drainage system (SuDS), in accordance with the principles of sustainable drainage systems set out in Appendix F of PPS25. The results of the assessment shall be provided to the local planning authority. Where a SuDS scheme is to be implemented, the submitted details shall:
- i) provide information about the design storm period and intensity, the method employed to delay and control the surface water discharged from the site, and the measures taken to prevent pollution of the receiving groundwater and/or surface waters;
 - ii) specify the responsibilities of each party for the implementation of the SuDS scheme, together with a timetable for that implementation in relation to the programme of site development;
 - iii) provide a management and maintenance plan for the lifetime of the development, which shall include the arrangements for adoption by any public authority or statutory undertaker and any other arrangements to secure the operation of the scheme throughout its lifetime. The scheme shall be implemented, maintained and managed in accordance with the approved details.
- Reason: To alleviate the possible risk of flooding to this site and adjoining
5. Notwithstanding the provisions of Schedule 2, Part 1, Classes A, B, C and E of the Town and Country Planning (General Permitted Development) Order 1995 (or any subsequent revocation or re-enactment) no curtilage buildings or further additions or alterations (including the insertion of rooflights into the roof of the dwelling) shall be carried out.
- Reason: To safeguard the character of the area and adjacent spaces and views.
6. Notwithstanding the provisions of the Town and Country Planning (General Permitted Development) Order 1995, Schedule 2, Part 2, Class A (or any Order revoking or re-enacting that Order) no screen walls or fences shall be erected on the site.
- Reason: To ensure that any screen walls or fences erected are in keeping with the character of the site and of the locality.
7. All new windows and doors shall be constructed of timber and precise details of their finish shall be agreed in writing to the satisfaction of the Local Planning Authority.
- Reason: To protect the character of the area.
8. Details and samples of all external facing and roofing materials shall be submitted to and approved in writing by the Local Planning Authority before development commences. The development shall then be implemented using the approved materials.
- Reason: To ensure that the external appearance of the building(s) is satisfactory having regard to its particular locality.
9. The car parking facilities shown on the deposited plan shall be laid out and constructed prior to the occupation of any of the buildings hereby approved and such parking facilities shall thereafter be permanently retained for that purpose, to the satisfaction of the Local Planning Authority.
- Reason: To ensure the provision of adequate off-street parking facilities within the site.
10. No development shall take place until there has been submitted to and approved by the Local Planning Authority a scheme of landscaping, which shall include indications of all existing trees and hedgerows on the land, and details of any to be retained, together with measures for their protection in the course of development.
- Reason: To ensure that satisfactory landscaping proposals are submitted.
11. All planting, seeding or turfing comprised in the approved details of landscaping shall be carried out in the first planting and seeding season following the occupation of the buildings or the completion of the development, whichever is the sooner.
- Reason: To ensure the satisfactory implementation of the agreed landscaping scheme.
12. Any trees or plants of the agreed landscape scheme which within a period of five years from the completion of development die, are removed or become seriously damaged or diseased, shall be replaced in the next planting season with others of similar size and species, unless the Local Planning Authority gives written consent to any variation.
- Reason: To ensure the satisfactory implementation of the agreed landscaping scheme.



13. Before any foundations are excavated, the building shall be pegged out in the position shown on the approved plan and this siting shall be checked and approved in writing by the Local Planning Authority.
Reason: To ensure a satisfactory relationship of the proposed building with adjoining properties and/or land.
14. Before any foundation or sub-floor construction is formed the proposed finished floor level of the building shall be agreed on site, and subsequently confirmed in writing, by the Local Planning Authority.
Reason: To ensure a satisfactory relationship of the proposed building with adjoining properties and/or land.
15. No ground works shall take place until the applicant has secured the implementation of a programme of archeological work in accordance with a written scheme of investigation which has been submitted to and approved by the Local Planning Authority. This scheme shall cover archeological fieldwork together with post-excavation work and publication of the results.
Reason: In order to ensure that adequate investigation of any subsurface archeology is undertaken and results made available.
16. No development shall take place until a scheme is submitted to the Local Planning Authority for
a) a desk study report documenting the site history
b) a site investigation report detailing ground conditions, a conceptual model of all potential pollutant linkages, and incorporating a risk assessment
c) following on from this report a detailed scheme for remedial works (if deemed appropriate by the Local Planning Authority) and measures to be taken to avoid risk from contaminants and or gases to be implemented when the site is developed.
The remediation scheme, as agreed in writing with the Local Planning Authority shall be fully implemented before the development hereby permitted is first occupied. Any variation to the agreed scheme shall be agreed in writing with the Local Planning Authority in advance of works being undertaken. On completion of the works the developer shall provide written confirmation that all works were completed in accordance with the agreed details, within one month of the first occupation of any of the dwellings.
Reason: In order to ensure an appropriate investigation into issues relating to possible land contamination is undertaken, and if necessary the required remedial works are implemented in accord with an agreed scheme, in order to protect the amenity of the occupants of the dwellings hereby approved.

Planning Policies Relevant to the Consideration of this Application and Reasons for Decision to Grant Planning Permission.

In considering this application Section 70 of the Town and Country Planning Act 1990 requires the local planning authority to have regard to the provisions of the development plan, so far as material to the application, and to any other material considerations. Section 38(6) of the Planning and Compulsory Purchase Act 2004 requires any determination under the planning acts to be made in accord with the plan unless material considerations indicate otherwise. This application is considered to accord with the development plan in particular Bournemouth, Dorset and Poole Structure Plan Environment Policy F; and Policies CA7 (Purbeck Heritage Coast), CA11 (Archeological Sites), AH1 (Development at Risk from Ground Instability), AH6 (Development of Contaminated Land), QL2 (Energy Efficiency), QL4 (Development in the Countryside), QL18 (Road Safety), QL21 (Car Parking for the Disabled), QL22 (Landscape Character), QL23 (Local Features and Landforms), QL24 (Important Views), QL25 (Settlement Edges), QL26 (Legible Road Layouts), QL28 (Building Frontage and Boundary Treatment), QL29 (Positioning of Development within Plots), QL34 (The Scale of Development), QL35 (Detailed Design), QL36 (Privacy and Daylight), and CA6 Area of Outstanding Natural Beauty) of the Purbeck District Local Plan Final Edition.

IMPORTANT ADVISORY NOTE: This site lies within an area where there is evidence of unstable land. The responsibility and subsequent liability for safe development and secure occupancy of the site rests with the developer and/or landowner. Although the Local Planning Authority has used its best endeavours to determine the application on the basis of information available to it, this does not mean that the land is free from instability.

DATED 15th May 2008

**TOWN AND COUNTRY PLANNING ACT 1990
AGREEMENT**

BETWEEN

PURBECK DISTRICT COUNCIL

- and -

WORTH CPT LIMITED

SECTION 106 AGREEMENT
relating to land lying to the North
of the village of Worth Matravers

Cobbetts LLP
No 1 Whitehall Riverside
Whitehall Road
Leeds
LS1 4BN
DX: 14085 Leeds Park Square
Tel: 0845 404 2404
Fax: 0845 404 2424

ISM/WO961.1

THIS AGREEMENT AND DEED is made the **15th** day of **May** Two Thousand and Eight **BETWEEN**

- 1 **PURBECK DISTRICT COUNCIL** of Westport House, Worgret Road, Wareham, Dorset, BH20 4PP ("the Council")
- 2 **WORTH CPT LIMITED** (an Industrial & Provident Society - Register No. 30141R) whose registered office is at *10 Newfoundland Close, Wirt Matravers,*
("the Owner") *Swanage, Dorset BH19 2LX*

WHEREAS

- 1 In this Deed the following words and expressions shall have the following meanings:

Act	The Town and Country Planning Act 1990 (as amended from time to time).
Application	The planning application number 6/2006/1143 submitted by the Owner to the Council.
Declaration of Trust Lease	A Declaration of Trust lease granted by the Owner whereby the leaseholder can purchase a share in the Dwelling at a percentage of its Open Market Value (initially no more than 80%) but can never acquire any share above 80%.
Declaration of Trust Units	Dwellings to be constructed for sale on the Development and sold on Declaration of Trust Leases
Development	The development of the land edged red on the Plan to create five newbuild houses as affordable Dwellings as detailed in the Application
Dwelling	A residential unit forming part of the Development
Interest Rate	The Law Society's Interest Rate calculated on a day to day basis.
Land	The land in the freehold ownership of the Owner edged red on the Plan (including any part or parts thereof)

Open Market Value/Open
Market Rent

In respect of any interest in the Land and/or in an affordable Dwelling shall mean the value that the interest would have on the open market if the price or rent at which it could be sold or let or the persons who are entitled to occupy it were not subject to the restrictions in this Agreement and Open Market rent shall not exceed the maximum rent for the time being for which Housing Benefit can be paid in full (or such other maximum rent figure as may be approved by the Council, such approval not to be unreasonably withheld or delayed)

Mortgagee

A mortgagee or chargee of the Land or of any Dwelling who has entered into possession or is otherwise in a position to exercise its power of sale, and includes any receiver appointed by or on behalf of such mortgagee or chargee.

Owner

Worth CPT Limited or their successors in title the owners of the Land

Plan

The Plan annexed hereto.

Qualifying Person

A person or persons who meet all of the following criteria:

- (I) that person's household income and capital are insufficient to allow that person reasonably to afford to acquire a dwelling within Worth Matravers or neighbouring parishes sufficient for their needs on the open market; and
- (II) that person's household income and capital are sufficient to allow them to reasonably afford to rent or acquire a Dwelling on the Development for their needs from the Owner on an assured tenancy or a Declaration of Trust Lease or Shared Ownership Lease basis; and
- (III) that the size and nature of that person's household is or will be appropriate to the size of the Dwelling they will occupy;

together with members of that person's household living with him or her as a single household.

Qualifying Person with
Local Connection

A Qualifying Person who satisfies the requirements of Paragraph 3 of the Schedule to this Deed

Rented Units

means the Dwellings to be constructed on the Development to be let for rent

- (i) at rents not exceeding 75% of Open Market Rent
- (ii) on assured tenancies
- (iii) in accordance with the allocation policy referred to in Clause 7 of the Schedule below
- (iv) such rents to be increased annually on 1st April by no more than the equivalent increase in the Retail Prices Index (or successor index thereto) during the same period

Shared Ownership Lease

A Shared Ownership Lease granted by the Owner whereby the leaseholder can purchase a share in the Dwelling at a percentage of its Open Market Value (initially no more than 80%) and can never acquire a share greater than 80%.

Shared Ownership Units

Dwellings to be constructed for sale on the Development and sold on Shared Ownership Leases

- 1 The Owner is the proprietor of the freehold title to the Land.
- 2 The Owner submitted to the Council the Application for planning consent to the Development.
- 3 The Council has resolved to grant planning permission pursuant to the Application subject to entering into this Agreement to restrict occupation of the Dwellings comprised in the Development, because the Land is outside the defined settlement boundary.
- 4 The Council is the Local Planning Authority for the purposes of the Act for the area within which the Land is situated and is entitled to exercise the powers conferred upon it by Section 106 of the Act within its area.

NOW THIS DEED WITNESSES as follows:-

- 1 For the purposes of this Deed references to the Owner and the Council respectively include their successors in title and assigns.

2 This Section 106 Agreement

- 2.1 Is entered into pursuant to the provisions of Section 106 of the Act, Section 111 of the Local Government Act 1972 and all other powers enabling;
- 2.2 Creates obligations which are planning obligations for the purposes of Section 106 of the Act and which are intended to bind the Land and the Owner and all persons deriving title under them (subject to paragraph 5 of the Schedule below);
- 2.3 Shall be enforceable by the Council as local planning authority in relation to the Obligations in the Schedule;
- 2.4 Shall be registered as a Local Land Charge in the register of the Local Land Charges maintained by the Council; and
- 2.5 Is executed by the Owner and the Council as a Deed.

3 The Owner hereby covenants with the Council to observe and perform the obligations and restrictions set out in the Schedule.

4 Nothing in this Deed is or amounts to or shall be construed as a planning permission or approval in itself.

5 The obligations contained in this Deed are conditional upon and shall only come into force upon the later of (i) the grant of the planning permission pursuant to the Application and (ii) commencement of the Development (within the meaning of Section 56 of the Act).

6 General Provisions:

- 6.1 No person or party shall be liable for a breach of a covenant contained in this Deed after he or it shall have parted with all of his or its interest in the Land or the part in respect of which such breach occurs but without prejudice to liability for any subsisting breach of covenant prior to parting with such interest.
- 6.2 If the planning permission granted pursuant to the Application shall expire before the Development is commenced within the meaning of Section 56 of the Act or shall at any time be revoked this Agreement shall forthwith determine and cease to have effect.
- 6.3 Nothing in this Deed shall prohibit or limit the right to develop any part of the Land in accordance with a planning permission (other than one relating to the Development as specified in the Application) granted (whether or not on appeal) after the date of this Deed.


- 6.4 Nothing herein contained or implied shall prejudice or affect in any way the exercise by the Council of its rights powers duties and obligations in the exercise of its functions as a local planning authority or as a local authority generally.

IN WITNESS whereof the Owner and the Council have executed these presents as a Deed the day and year first above written.

THE SCHEDULE

Ownership and Occupation of Dwellings

1 Ownership of Affordable Dwellings

- 1.1 The Owner shall not dispose of any interest in a Dwelling to any person who is not a Qualifying Person with Local Connection and no person may acquire any interest in a Dwelling unless they are a Qualifying Person with Local Connection (or other person identified in accordance with the provisos in Clause 3.2 in this Schedule).
- 1.2 The Owner shall not dispose of any interest in a Dwelling save in accordance with provisions of this Deed and the allocations policy referred to in paragraph ~~7~~⁶ below X 
- 1.3 The Owner (as landlord) will not consent to the assignment of any Lease of a Dwelling unless the proposed assignee is a Qualifying Person with Local Connections (or other person identified in accordance with the provisos to Clause 3.2 of this Schedule).

2 Occupation by Qualifying Person

The Owner shall not permit the Dwellings or any of them to be occupied other than by a person who is (at the time of that person's first occupation) a Qualifying Person with Local Connection and except under the provisions of a Declaration of Trust Lease or Shared Ownership Lease in the case of a Declaration of Trust Unit or Shared Ownership Unit or an assured tenancy in the case of a Rented Unit, and on the following terms:-

- 2.1 In the case of a Declaration of Trust or Shared Ownership Unit the value of the equity share initially acquired by the lessee shall not be greater than 50% of the Open Market Value of the Dwelling and the Lease shall prohibit the lessee from acquiring a greater share than 80% of the Open Market Value of the Dwelling;

2.2 In the case of Rented Units:

2.2.1 at an initial rent not exceeding 75% of Open Market Value;

2.2.2 rent to be increased annually on 1st April by no more than the equivalent increase in the Retail Prices Index (or successor index thereto) during the previous twelve month period;

2.2.3 on an assured tenancy.

3 Local Connection

3.1 The Owner will not at any time permit the occupation, allocation, possession or acquisition of any Dwelling other than by or to a Qualifying Person with Local Connection with the Parish of Worth Matravers (or other person identified in accordance with the provisos in Clause 3.2 below).

3.2 In order to demonstrate the Local Connection for the purposes of this Deed a person must either:

3.2.1 Have immediately prior to such occupation, allocation, possession or acquisition been continuously resident for 11 months in the past year or at least 10 years in the last 20 years in the said Parish; or

3.2.2 Be in continuous full time or part-time employment in the said Parish or have accepted an unconditional offer of employment in the said Parish; or

3.2.3 Demonstrate a family connection to the said Parish (and for the purposes of this sub-clause a person shall be deemed to have a family connection to a parish where that person's mother, father, son or daughter has immediately prior to such acquisition or occupation been continuously resident in the said Parish for a period of 10 years) or demonstrate other special circumstances which create a link to the said Parish (not including residence in a hospital, armed forces accommodation, holiday let or prison)

PROVIDED ALWAYS that if the Owner wishes to dispose of the affordable Dwelling but is unable within 3 weeks to find a purchaser or tenant who can demonstrate such a Local Connection with the said Parish then the Owner (or other owner) may dispose of the Dwelling to a person who has such a Local Connection with any of the

surrounding and adjoining Parishes (namely Corfe Castle, Langton Matravers, Swanage, Studland, Arne, Church Knowle or Kimmeridge)

PROVIDED FURTHER ALWAYS that if the Owner is unable within a further period of 3 weeks to find a purchaser or tenant who can demonstrate such a Local Connection with any of the said surrounding and adjoining parishes then the Owner (or other owner) may dispose of the Dwelling to a person who has a Local Connection with the District of Purbeck;

AND PROVIDED FURTHER ALWAYS that if the Owner is unable within a further period of 3 weeks to find a purchaser or tenant who can demonstrate such a Local Connection with the District of Purbeck then the Owner may dispose of the Dwelling to a person who has a Local Connection with the County of Dorset

AND PROVIDED FURTHER ALWAYS that if the Owner is unable within a further period of 3 weeks to find a purchaser or tenant who can demonstrate such a Local Connection with the County of Dorset then the Owner (or other owner) may dispose of the Dwelling to a person without a Local Connection.

4 **Provision of Information to the Council**

In accordance with the allocations policy referred to below:-

- 4.1 The Owner will notify the Council in writing of any proposed purchaser/occupier and supply documentary evidence and other details of the said person's qualification as a Qualifying Person with Local Connection and if the proposed purchaser/occupier is not a Qualifying Person with Local Connection, the Owner will give to the Council notice in writing of the steps taken to find a Qualifying Person with Local Connection.
- 4.2 The Owner will advise the Council of the advertised and actual price and terms of lease or tenancy of each Dwelling following each change of occupation.

5 **Mortgagee's Duty**

A Mortgagee shall not dispose or seek to dispose of its interest in the Land or in any Dwelling pursuant to any default under the terms of its mortgage or charge without first offering to sell the Land or the Dwelling (as the case may be) to the Council at Open Market Value ("the Initial Offer"), and the following terms shall apply to the Initial Offer:-

- 5.1 In the Initial Offer the Mortgagee shall state what it considers to be the Open Market Value of the Land or Dwelling

- 5.2 The Open Market Value of the Land or Dwelling may be agreed between the Mortgagee and the Council or in default of agreement may be determined by an independent valuer (acting as an expert) whose determination shall be binding, such valuer to be appointed on the basis that his costs are borne equally by the parties and to be appointed by agreement or in default of agreement by the President of the RICS or his representative.
- 5.3 The Initial Offer shall remain open for acceptance until the expiry of:-
- 5.3.1 the period of two months from the date of receipt by the Council of the Initial Offer; or
- 5.3.2 the period of four weeks from the date of agreement or determination of the Open Market Value of the Land or the Dwelling in accordance with Clause 5.2 above; whichever is the later.
- 5.4 The Initial Offer may be accepted by notice in writing given to the Mortgagee by the Council (or by a Registered Social Landlord nominated by the Council for that purpose) at any time within the period during which the Initial Offer remains open for acceptance in accordance with Clause 5.3 above.
- 5.5 The Mortgagee and the party giving notice in accordance with Clause 5.4 above will have four weeks from the date of the notice to complete a contract for sale of the Land or the Dwelling which complies with the Law of Property (Miscellaneous Provisions) Act 1989 (" a Formal Contract").
- 5.6 The Mortgagee shall be entitled to dispose of its interest free of the restrictions set out in this Deed at any time after whichever of the following occurs first:-
- 5.6.1 the expiry of the two month period referred to in Clause 5.3.1 above (or, if applicable, the four week period referred to in Clause 5.3.2 above), provided that no notice of acceptance has been given under Clause 5.4 above; or
- 5.6.2 the expiry of the four week period referred to in Clause 5.5 above, if no Formal Contract has been concluded; or
- 5.6.3 the expiry of twenty weeks from the date of the Initial Offer;
- provided in all cases that the Mortgagee and the person giving notice under Clause 5.4 above shall have used their best endeavours to agree terms and conclude a Formal Contract.

6 Allocations Policy

The Council and the Developer shall agree an allocations policy for allocation (in accordance with the provisions of this Deed) of the occupiers of the Dwellings prior to occupation of the said units. The Developer agrees not to allocate any units except in accordance with the allocations policy and not to alter the same without the prior written consent of the Council (such consent not to be unreasonably withheld or delayed).

7 Notices

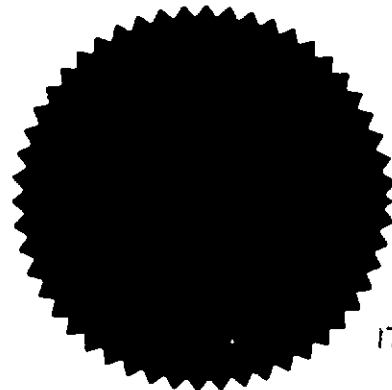
Any notice consent or approval required to be given under this Deed to any party to this Deed shall be in writing and shall be delivered personally or sent by pre-paid first class post to the address of the party as aforesaid or such other address for service as shall have been previously notified by the party to the other parties

Executed as a Deed by affixing)

THE COMMON SEAL of PURBECK)

DISTRICT COUNCIL)

in the presence of:)



1755

Peter R. Osborn

Acting Head of Legal and Democratic Services

EXECUTED as a Deed by)

WORTH CPT LIMITED acting by its)

Secretary and a Director/two Directors)

Director

[Handwritten signature]

Director/Secretary

[Handwritten signature]