

DATED

2nd March

1999

SALISBURY DISTRICT COUNCIL (1)

and

R J HARDING (2)

and

WINCHESTER DISTRICT HOUSING ASSOCIATION LIMITED (3)

PLANNING OBLIGATION

under Section 106 of the Town and

Country Planning Act 1990

as amended

relating to

115 Exeter Street,

Salisbury, Wiltshire

S J Tovey

Solicitor to the Council

Salisbury District Council

THIS PLANNING OBLIGATION is made the 2nd day of March
One thousand nine hundred and ninety nine B E T W E E N
SALISBURY DISTRICT COUNCIL of Bourne Hill Salisbury
Wiltshire (hereinafter called "the Council") of the one
part and ROGER JAMES HARDING of High Trees Arrowsmith
Road Canford Magna Wimborne Dorset (hereinafter called
"the Owner") of the second part and WINCHESTER DISTRICT
HOUSING ASSOCIATION LIMITED of 38 Staple Gardens
Winchester Hampshire (hereinafter called "the
Association") of the third part

I N T E R P R E T A T I O N

In this Planning Obligation the following words and
expressions shall unless the context otherwise requires
have the following meanings:-

WORDS AND EXPRESSIONS

MEANINGS

"the 1990 Act"

the Town and Country Planning
Act 1990 as amended by the
Planning and Compensation Act
1991

"the Application"

the application no S/97/1578
for planning permission made
to the Council by the Owner
on the 29th day of September
1997

"the Commuted Sum"

four thousand seven hundred
and eighty eight pounds
(£4,788)

"the Land"

all that land together with
the buildings erected thereon

situate at and known as 115
Exeter Street Salisbury
Wiltshire shown for the
purposes of identification
only edged red on the plan
annexed to this Planning
Obligation and registered at
HM Land Registry under Title
No. WT 158244

"the Proposed Development" the development of the Land
by the change of use and
conversion of the existing
building into 5 one bed and 2
two bed flats

"the Commencement
of Development" the commencement of
development by the carrying
out of a material building
operation or development in
accordance with Section 56 of
the 1990 Act

RECITALS

- (1) The Council is the Local Planning Authority for the
purposes of the 1990 Act for the area within which
the Land is situated and for the purposes of
enforcing this Planning Obligation

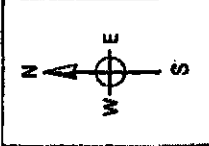
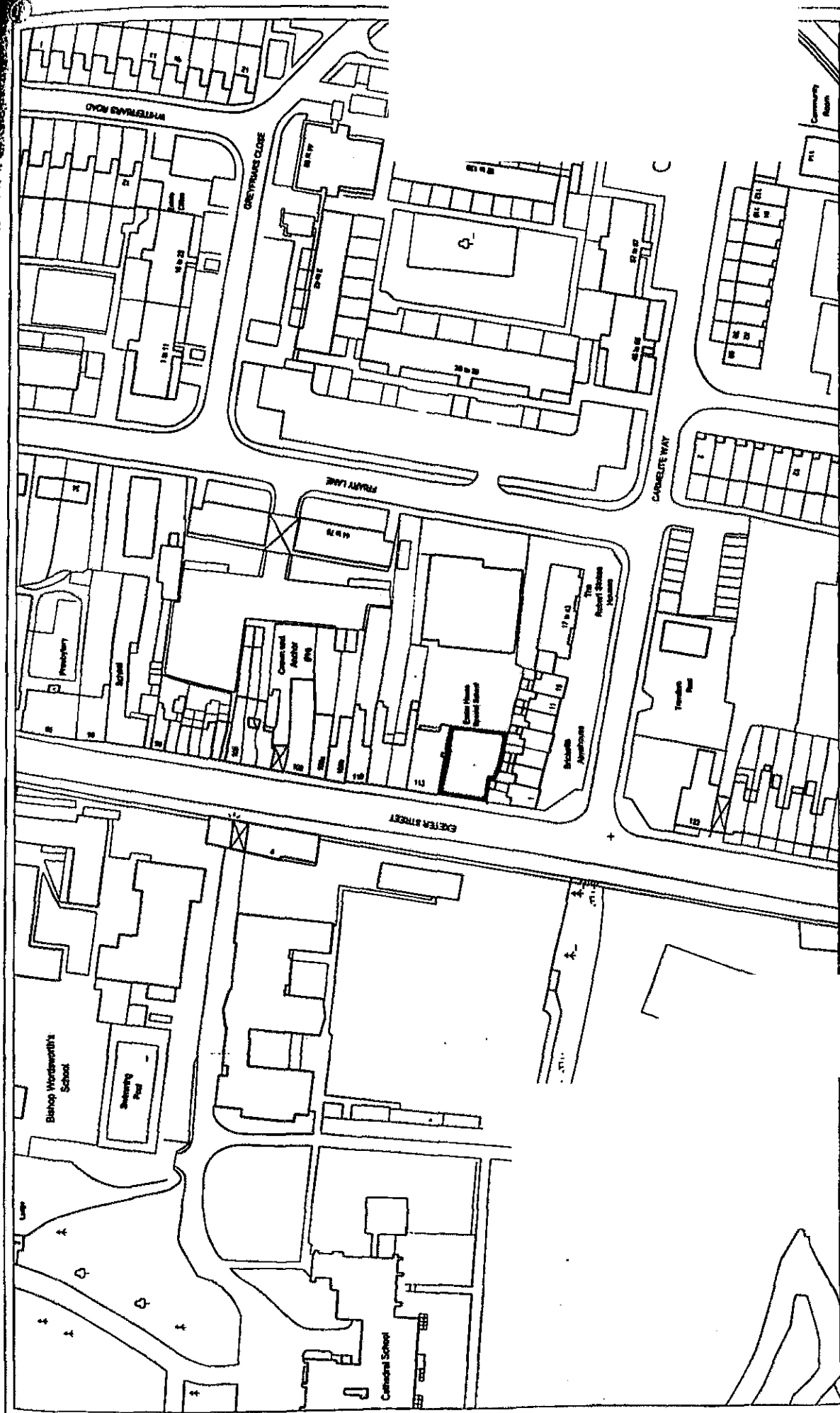
- (2) The Owner is the owner in fee simple absolute in possession free from incumbrances of the Land
- (3) By a lease dated the 22nd day of February 1999 the Owner agreed to lease the Land to the Association
- (4) An Application for planning permission has been made to develop the Land by carrying out the Proposed Development
- (5) The Salisbury District Local Plan contains requirements for the provision of public open space in association with new residential development and the Owner has therefore agreed to make a contribution towards the provision of open space in the manner hereinafter appearing
- (6) The Council has resolved to grant planning permission in accordance with the Application subject to the making of this Planning Obligation without which planning permission for the Proposed Development would not have been granted
- (7) The Council the Owner and the Association are desirous of entering into this Planning Obligation upon the terms hereinafter appearing

NOW THIS DEED is made in pursuance of Section 106 of the 1990 Act and is a planning obligation for the purposes of that section and WITNESSES as follows:-

1. THE Owner covenants with the Council to pay to the Council on completion of this Agreement the Commuted Sum towards the cost to the Council of providing improving and/or maintaining adult or childrens sport play or recreation facilities or installing and/or

maintaining equipment in connection with such facilities on land certified by the District Planning Officer as being directly relevant to the Proposed Development

2. The Commuted Sum will be returned by the Council to the party that paid the sum referred to in 1. above if at the expiry of the period of 5 years from the date hereof
 - (i) it has not been used for the purposes set out in 1. above or
 - (ii) in the case of sums intended to be used for maintenance a specific project has not been identified
3. The Owner and the Association jointly and severally covenant with the Council to the intent that the covenants shall be planning obligations for the purposes of the 1990 Act and shall be binding and enforceable against them and their successors in title to observe and perform the matters set out in the Schedule hereto
4. NOTHING contained or implied in this Planning Obligation shall prejudice or affect the rights powers duties and obligations of the Council in the exercise of its functions as Local Planning Authority and its rights powers duties and obligations under all or any public or private statutes byelaws and regulations may be as fully and effectually exercised as if the Council were not a party to this Planning Obligation



SECTION 106
Town and Country Planning Act. 1990
115 EXETER STREET, SALISBURY.

DRAWN BY: TJF
SCALE: 1:1250
DATE: 13th January 1990
DWG NO.: 1P0015
GRID REF: Town
DEPT: PLANNING
FILE NO.: S/97/1578



22143
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5. IN the event that any part of this Planning Obligation may be subject to challenge review deletion or otherwise rendered null void or avoidable the balance of this Planning Obligation shall remain in full force and effect

I N W I T N E S S whereof this Planning Obligation has been duly executed as a Deed by the parties hereto the day and year first before written

SCHEDULE

1. Before the Commencement of Development the Owner and the Association shall submit a scheme for approval ("the Approved Scheme") to the Council for the management and occupation of the social housing units referred to in the Proposed Development
2. The social housing units shall not be occupied until the Approved Scheme has been implemented
3. The occupancy of each social housing unit shall not exceed two people and shall otherwise be in accordance with the Approved Scheme

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

Solicitor to the Council

SIGNED AS A DEED by the said)

ROGER JAMES HARDING)

in the presence of)

AUBREY. D. NEVILLE
"REYNOLA" 42 CARROLL AVE
FERNDOWN BH22 8BP
THE COMMON SEAL of THE)

WINCHESTER DISTRICT HO)

ASSOCIATION LIMITED)

in the presence of :-)

