



Development Management
County Hall, Colliton Park
Dorchester, Dorset, DT1 1XJ
) 01305 838336
8 www.dorsetcouncil.gov.uk

Date: 24 December 2021
Ref: 3/19/0019/RM
Officer: Naomi Shinkins
Team: Eastern
) 01202 228809
* naomi.shinkins@dorsetcouncil.gov.uk

Dear Sir/Madam

Planning Application Number: - 3/19/0019/RM

Location: Land to the South of Howe Lane, Verwood, Dorset, BH31 6JF

Description: Approval for Reserved Matters of Landscape, Appearance and layout. Application 3/13/0674/OUT (granted on appeal) for construction of 29 residential dwellings.

As requested I have considered the information that you submitted in respect of conditions attached to this planning permission and can advise as follows:

Condition 3

No development above DPC (damp proof course) shall take place until details and samples of all external facing and roofing materials have been provided on site, and approved in writing by the Local Planning Authority (LPA). All works shall be undertaken strictly in accordance with the details as approved, unless otherwise agreed in writing with the LPA.

Reason: This information is required prior to above ground work commencing to ensure satisfactory visual relationship of the new development to the existing.

The information submitted on are/is acceptable in accordance with the terms of the condition as follows and can be fully discharged.

- <https://europeanslate.co.uk/slate/merayo/>
- <https://www.macblair.com/wienerberger-colorado-red-multi-brick-65mm.html>

To fully comply with these conditions, the development must be carried out in accordance with the approved plans and agreed documents.

Condition 5

Notwithstanding details already submitted within the Arboricultural Impact Appraisal and Method Statement, full plans and particulars showing the final siting of the services and soakaways shall be submitted to the Local Planning Authority for written approval prior to commencement of works on site.

Reason: To demonstrate that the proposed development can be implemented without detriment to the existing trees that are to be retained on the site.

The information submitted on are/is acceptable in accordance with the terms of the condition as follows and can be partially discharged where a pre-commencement meeting is required on site:

- 1248-202-P3 - Proposed Site Plan showing Indicative Attenuation Layout
- BS5837 Tree Report in relation to design, demolition and construction

To fully comply with these conditions, the development must be carried out in accordance with the approved plans and agreed documents.

Condition 6

Notwithstanding details already submitted within the Arboricultural Method Statement, no development shall commence on site until the final design and specification of a) the section of road outside plot 27, including cross sections showing the existing and proposed levels and b) the garages for plots 5-8 and 29 including cross sections showing the existing and proposed levels, have been submitted to and approved in writing by the Local Planning Authority. All structures shall then be installed as per the approved documents.

Reason: This information is required prior to commencement of development in the interests of tree protection and to accord with Policies HE2 and HE3 of the Core Strategy.

The information submitted on are/is acceptable in accordance with the terms of the condition as follows and can be partially discharged where a pre-commencement meeting is required on site:

- 1248-202-P3 - Proposed Site Plan showing Indicative Attenuation Layout
- BS5837 Tree Report in relation to design, demolition and construction

To fully comply with these conditions, the development must be carried out in accordance with the approved plans and agreed documents.

Condition 9

Notwithstanding details already submitted with the application, no development shall commence on site until the final construction method statement and specification for the proposed driveway have been submitted to and approved in writing by the Local Planning Authority. The driveway shall then be installed as per the approved documents and this condition shall not be discharged until an arboricultural supervision statement is submitted to and approved in writing by the Local Planning Authority on completion of its installation.

Reason: To prevent trees on site from being damaged

The information submitted on are/is acceptable in accordance with the terms of the condition as follows and can be partially discharged where a pre-commencement meeting is required on site:

- 9109/201 Specification for the proposed driveway

To fully comply with these conditions, the development must be carried out in accordance with the approved plans and agreed documents.

Condition 15

Before the development is commenced the proposed access crossing from the nearside edge of the carriageway to the boundary of the highway shall be laid out and constructed to a specification submitted to and approved in writing by the Local Planning Authority.

Reason: In the interests of road safety.

The information submitted on are/is acceptable in accordance with the terms of the condition as follows and can be fully discharged.

- 9109/202 Drop Kerb Detail

To fully comply with these conditions, the development must be carried out in accordance with the approved plans and agreed documents.

Condition 16

Plans and particulars showing:

- *the finished floor levels, related to ordnance datum or fixed point within the site, of the ground floor of the proposed building(s), (and as appropriate the closest adjacent building beyond the site); and*
- *the finished levels of the access road relative to the levels of the land adjacent to the access road shall be submitted to, and approved in writing by the Local Planning Authority and development shall not be commenced until these details have been approved, unless otherwise agreed in writing. All works shall be undertaken strictly in accordance with the details as approved.*

Reason: In order that the Council may be satisfied with the details of the proposal having regard to the existing site levels and those adjacent hereto.

The information submitted on are/is acceptable in accordance with the terms of the condition as follows and can be fully discharged.

- 9109/203 Proposed Levels

To fully comply with these conditions, the development must be carried out in accordance with the approved plans and agreed documents.

Yours sincerely

A handwritten signature in black ink, appearing to read "Mike Garrity", written in a cursive style.

Mike Garrity

Head of Planning

Economic Growth and Infrastructure

From: [Claire Lynch](#)
Sent: 02 July 2024 16:30
To: [Claire Lynch](#)
Subject: FW: Oak Tree Cottage Howe Lane Verwood Dorset BH31 6JF - 3/19/0019/RM

From: Naomi Shinkins
Sent: Wednesday, December 27, 2023 1:52 PM
To: Luke
Cc: Hector
Subject: FW: Oak Tree Cottage Howe Lane Verwood Dorset BH31 6JF - 3/19/0019/RM

Luke,

To answer your question regarding which conditions are still outstanding:

- OUT – I believe all required conditions to be discharged have been.
- RM – I believe the following have still yet to be discharged:
 - 5, 6 & 9 – have only been partially discharged and you cannot start on site until you have a pre-commencement meeting with the tree officer as per the attached letter.
 - 14 – required prior to occupation

Kind regards
Naomi

Naomi Shinkins
Lead Project Officer
Economic Growth and Infrastructure
Dorset Council

[01202 228809](tel:01202228809)
dorsetcouncil.gov.uk



From: Hector
Sent: Friday, December 15, 2023 1:51 PM
To: Naomi Shinkins <naomi.shinkins@dorsetcouncil.gov.uk>

Cc: Bob

Subject: Re: Oak Tree Cottage Howe Lane Verwood Dorset BH31 6JF - 3/19/0019/RM

Hi Naomi,

I hope you're well and thank you for liaising with Bob, below.

I've been reviewing the condition discharges for the RM application, and it looks as though some of these also cover the conditions for the Outline consent, as they are requesting the same information.

It looks like, with Outline on the left and RM on the right, that:

5 =

3

6 =

16

7 =

4

8 =

14

9 =

5, 6 & 9

10 =

9

Please may you let me know therefore if the condition discharges from the RM application, also cover off these conditions for the Outline application?

Please see attached the consents for convenience.

Many thanks,

Hector

From: Naomi Shinkins <naomi.shinkins@dorsetcouncil.gov.uk>

Subject: RE: Oak Tree Cottage Howe Lane Verwood Dorset BH31 6JF - 3/19/0019/RM

Date: 21 July 2023 at 11:22:16 BST

To: Bob

Dear Mr Hull,

Thank you for your email.

Yes, as discussed on the phone the application is still valid and can be implemented. The attached letter confirms outstanding information required in relation to tree conditions.

Kind regards
Naomi

Naomi Shinkins |



Dorset
Council

Lead Project Officer
Economic Growth and Infrastructure
Dorset Council

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dorsetcouncil.gov.uk

From: Bob

Sent: Tuesday, July 18, 2023 8:17 AM

To: Naomi Shinkins <naomi.shinkins@dorsetcouncil.gov.uk>

Subject: Oak Tree Cottage Howe Lane Verwood Dorset BH31 6JF -
3/19/0019/RM

Dear Ms Shinkins

We spoke yesterday regarding this application.

You explained that the overall permission for the 29 units was valid and could be implemented.

Conditions had been discharged before the implementation of works on site apart from part of one of the tree conditions which requires a meeting with your tree officer Andrew Douglas.

Would you therefore be able to confirm this in a reply to this email ?

Many thanks - Bob

Legal Agreement Financial Obligation Payment Acknowledgement

This notice is important – you need to keep it for your records.

| | |
|------------------------------------|--|
| Agreement No: | 3/13/0674 |
| Agreement Type: | S106 |
| Location: | Land To The South Of Howe Lane Verwood Dorset BH31 6JF |
| Description of Development: | Construct residential development of 29 homes comprising 15x4 bedroom houses, 7x3 bedroom houses, 2x2 bedroom houses, 2x2 bedroom flats and 3x1 bedroom flats with access from Howe Lane as amended by plans rec 25th Nov 13 and amended application form rec 14.02.14 and as amended by plans rec'd 8.3.14. |
| Signed Date: | 15 January 2016 |
| Acknowledgement Issue Date: | 14 July 2022 |
| Acknowledgement Recipient: | Mr Palmer |
| Obligation Description: | Clause - 1 Heathland Admin Clause - 2 Heathlands Contribution |
| Amount Paid: | £55,016.21 |
| Invoice Number: | 1801208571 |
| Date Paid: | 13 th July 2022 |

| | |
|--|--|
| | |
| | |

**Infrastructure & Delivery Team
CIL & Legal Agreements
Dorset Council**

DATED: 15th January 2016

**AGREEMENT UNDER SECTION 106 OF THE
TOWN AND COUNTRY PLANNING ACT 1990
RELATING TO A SITE AT HOWE LANE VERWOOD
DORSET**

**EAST DORSET DISTRICT COUNCIL
and
CAROLYN ANNE MACY
and
JOHN ANDREW SPENCER
and
DAVID IAN SPENCER**

Ref: PLANNING APPLICATION REF: 3/13/0674/OUT

TABLE OF CONTENTS

INTRODUCTION

- 1 DEFINITIONS**
 - 2 CONSTRUCTION OF THIS DEED**
 - 3 LEGAL BASIS**
 - 4 CONDITIONALITY**
 - 5 THE OWNER'S COVENANTS**
 - 6 THE COUNCIL'S COVENANTS**
 - 7 MISCELLANEOUS**
 - 8 WAIVER**
 - 9 CHANGE OF OWNERSHIP**
- FIRST SCHEDULE - details of the owners title and description of site**
- SECOND SCHEDULE - The Owner's covenants**
- THIRD SCHEDULE - The Council's covenants**

DATE

15th January 2016

PARTIES

- (1) **EAST DORSET DISTRICT COUNCIL** ("the Council") of Council Offices, Furzehill, Wimborne, BH21 4HN
- (2) **JOHN ANDREW SPENCER** and **DAVID IAN SPENCER** and **CAROLYN ANNE MACY** and all care of Oak Tree Cottage Howe Lane Verwood Dorset BH31 6JF ("the Owner")

INTRODUCTION

1. The Council is the Local Planning Authority for the purposes of the Town and Country Planning Act 1990 for the District wherein the Site hereinafter described is situated
2. The Owner is the freehold owner of the Site under the Land Registry Title numbers referred to in the First Schedule below
3. The Owner has submitted the Applications to the Council for the Development of the Site. The Council has refused to grant the Planning Permission and the Owner has made the Appeal to the Secretary of State
4. The parties have agreed to enter into this Deed in order to secure the planning obligations contained in this Deed in pursuance of Section 106 of the Act in the event that the Appeal is allowed
5. The parties agree that the Applications are linked and that the one would not be granted or reasonably capable of beneficial development without the other
6. The Owner and the Council agree that the completion of this Deed is required as otherwise the Council would refuse the Application

NOW THIS DEED WITNESSES AS FOLLOWS:

OPERATIVE PART

1. DEFINITIONS

For the purposes of this Deed the following expressions shall have the following meanings:

"the Act" means the Town and Country Planning Act 1990 as amended

"Affordable Housing" means affordable housing within the meaning of Annex 2 of the National Planning Policy Framework 2012 or any other statement or circular which may supersede it being Affordable Dwellings disposed of in accordance with this agreement and constructed to the standards required by the Homes and Communities Agency

"Appeal" means the appeal against the decision of the Council to refuse the Application dated 14 October 2015

"Applications" means the applications for planning permission submitted to the Council for the Development and allocated reference numbers 3/13/0674/OUT and 3/13/0513/FUL and registered on 15 August 2013.

"Affordable Dwellings" means eleven (11) Affordable Dwellings and associated parking spaces consisting of not less than seven (7) Affordable Rented Units and not more than four (4) Shared Ownership Units

"Affordable Rent" means the rent payable for rented housing let by Approved Providers to households who are eligible for social rented housing at a rent of no more than 80% of the local market rent (including service charges) and in any event should not exceed the published Local Housing Allowance for the relevant property type and in the relevant rental market area allowing for any modifications to a level of allowance as published by the Government as calculated using the Royal Institution of Chartered Surveyors approved valuation methods

"Affordable Rented Unit" means any of the Affordable Dwellings to be constructed as Affordable Housing and to be let by an Approved Provider on an Assured Tenancy at an Affordable Rent (and the "Affordable Rented Units" means all of them) such Affordable Rented Units being no less than (11) in number

"Approved Provider" means a Registered Provider of social housing or a provider of Affordable Housing (other than a Registered Provider) approved by the Council for the purposes of owning maintaining and managing the Affordable Dwellings such approval not to be unreasonably delayed or withheld if the Approved Provider can demonstrate to the Council that it has:

- (a) sufficient financial resources to show a reasonable prospect of being able to purchase the Affordable Housing Units and maintain the fabric and manage the occupancy of those Affordable Dwellings in the long term and has
- (b) adopted policies and procedures concerning
 - (i) property management
 - (ii) repairs maintenance and insurance
 - (iii) tenant consultation and provision of information to tenants
 - (iv) rent collection and management of rent arrears
 - (v) resolution of disputes amongst tenants
 - (vi) avoidance of discrimination
 - (vii) complaints procedure
 - (viii) membership of the Independent Housing Ombudsman scheme and action on the Ombudsman's decisions comparable to those which Registered Providers are required or expected to have in place in accordance with "A regulatory Framework for social housing in England 2010" published by the Tenant Services Authority or such other equivalent charter code or guidance as may be published by the Homes and Communities Agency from time to time or

- (c) has entered into a formal agreement with a Registered Provider for the management of the Affordable Dwellings by the Registered Provider to the same standard as the Registered Provider's own properties on terms previously approved by the Council in writing

"Assured Tenancy" means an assured tenancy under the Housing Act 1988 as amended by the Housing Act 1996 (and may where appropriate include an assured short-hold tenancy used solely to serve the purpose of a probationary or introductory tenancy or such other periodic tenancy for the time being permitted by law for the use by Registered Providers) whereby the Affordable Rented Unit is let at an Affordable Rent

"Commencement of Development" means the date on which any material operation (as defined in Section 56(4) of the Act) in relation to the Development of the Site begins to be carried out and "Commencement of the Development" and "commence the Development" and "commencement of construction" shall be construed accordingly PROVIDED that any works of or associated with demolition, site clearance, environmental or archaeological surveys, erection of contractors compounds, erection of site office, erection of fencing to site boundaries, marking of site boundaries, and laying out of temporary access roads and services shall for the purposes of this Deed be deemed not to be material operations.

"Design and Quality Standards" The Housing Corporation's Design and Quality Standards published April 2007 or as they may be amended or replaced

"Development" means the erection of twenty nine dwellings including the layout of new roads driveways and parking spaces landscaping open space and provision of a new access from Howe Lane as provided by the Planning Permission

"Dwelling" means a house or a flat to be constructed pursuant to the Planning Permission

"Eligible Household" means a household that unless provided to the contrary in this Deed the household is currently occupying accommodation that is substandard or unsuitable (including under-occupation) for its requirements or which has an income that is too low either to buy or rent accommodation appropriate to their circumstances on the open market

"Eligible Local Household" means an Eligible Household nominated by the Council or approved in writing by the Council (together with immediate family and dependents) who have a Local Connection with the District of East Dorset

"Local Connection" means a connection with a given Parish or the District demonstrated by a person or persons within that household at the time of nomination:

- (a) being permanently resident therein for at least twelve months prior to nomination or for at least five years out of the previous ten years or
- (b) having close relatives (i.e. parents, children, brother or sister) who have lived therein for the past four years or for at least ten years at any time during the

person's lifetime or

- (c) having had permanent employment therein for twelve months prior to nomination or
- (d) having other special circumstances which create a link to the given District (not including residence in a hospital, armed forces accommodation, holiday let, or prison) such special circumstances having first been verified and approved by the District Council

"Market Housing Units" means that part of the Development comprising 18 dwellings which are general market housing for sale on the open market and which are not Affordable Housing

"Mortgagee" means any mortgagee or chargee of the Approved Provider or the successors in title to such mortgagee or chargee or any receiver or manager (including an administrative receiver) appointed pursuant to the Law of Property Act 1925 or a mortgagee or chargee holding a mortgage or legal charge granted by the owner of an Affordable Dwelling subject to a Shared Ownership Lease

"Mortgagee's Duty" means the tasks and duties set out in paragraph 1.7 and 1.8 of the Second Schedule hereto

"Nature Conservation Contribution" means the sum of forty one thousand three hundred and thirty six pounds (£41,336) plus an administration fee of eight hundred and twenty-six pounds and twenty six pence (£826.26) to be paid towards measures which would avoid or mitigate any adverse effect on the Dorset Heathlands in accordance with the Dorset Heathlands Planning Framework Supplementary Planning Document

"Occupation" and **"Occupied"** mean occupation for the purposes permitted by the Planning Permission but not including temporary occupation by personnel engaged in construction fitting out or decoration or occupation for marketing or display or occupation in relation to security operations

"Open Market Value" means the price which 100% of the freehold interest in a dwelling would fetch if sold on the open market by a willing vendor and disregarding the obligations contained in this Deed which price is to be determined either by agreement between the Council and the purchaser or in the absence of such agreement by the District Valuer.

"Paragraph" means a paragraph of the Schedules hereto attached

"Plan" means the Plan attached to this Deed

"Planning Permission" means the linked planning permission for the Development the subject of the Applications which may be granted by the Secretary of State pursuant to the Appeal

"Practical Completion" means the issue of a certificate of practical completion by the Owner's architect or in the event that the Development is constructed by a party other than the Owner the issue of a certificate of practical completion by that other

party's architect

"Protected Tenant" means any tenant who:

- (a) has exercised the right to acquire pursuant to the Housing Act 1996 or any statutory provision for the time being in force (or any equivalent contractual right) in respect of a particular Affordable Dwelling
- (b) has been granted a shared ownership lease by the Registered Provider and has subsequently acquired 100% ownership in exercise of that person's statutory right in respect of a particular Affordable Dwelling

"Registered Provider" means a body registered with the Homes and Communities Agency pursuant to Part 2 of the Housing and Regeneration Act 2008 and approved by the Council

"Shared Ownership Lease" means a lease for a term of not less than 99 years initially representing between 25% and 75% of the Open Market Value with the remaining equity to remain with the Approved Provider but subject to the lessee having the right to acquire additional equity in the Affordable Dwelling up to 100%

"Shared Ownership Unit" means no more than 4 Affordable Dwellings to be constructed as Affordable Housing and managed by an Approved Provider and to be disposed of by way of a Shared Ownership Lease

"Site" means the land the subject of the Planning Application shown edged red on the Plan

"Working Days" means Mondays to Fridays excluding bank and other public holiday

2. CONSTRUCTION OF THIS DEED

- 2.1 Where in this Deed reference is made to a clause paragraph schedule or recital such reference (unless the context otherwise requires) is a reference to a clause paragraph schedule or recital in this Deed
- 2.2 Words importing the singular meaning where the context so admits include the plural and vice versa
- 2.3 The masculine gender includes the feminine and neuter genders and words denoting persons include companies corporations and firms and any such words shall be construed accordingly
- 2.4 Where more than one person is named as a party and more than one person has an obligation their obligations can be enforced against them jointly and severally
- 2.5 Any reference to an Act of Parliament shall include any modification extension or re-enactment of that Act for the time being in force and shall include all instruments orders plans regulations permissions and directions for the time being made issued or given under that Act or deriving validity from it
- 2.6 References to any party to this Deed shall include the successors in title to

that party and to any person deriving title through or under that party and in the case of the Council the successors to its statutory functions

3. LEGAL BASIS

3.1 This Deed is made pursuant to Section 106 of the Act

3.2 The Owner hereby covenants with the Council in the manner hereinafter appearing to the intent that the Site shall be forever subject to the covenants obligations and restrictions of this Deed which are planning obligations for the purpose of restricting or regulating the development or use of the Site so far as they are capable of running with the Site the provisions of this Deed shall run with the Site and be enforceable against the Owner and their successors in title

4. CONDITIONALITY

This Deed is conditional upon:

- (i) the grant of both of the Planning Permissions and
- (ii) the Commencement of the Development

5. THE OWNER'S COVENANTS

The Owner covenants both jointly and severally with the Council as set out in the Second Schedule subject to the provisions in that Schedule

6. THE COUNCIL'S COVENANTS

The Council covenants with the Owner as set out in the Third Schedule subject to the provisions in that Schedule

7. MISCELLANEOUS

7.1 The Owner has paid to the Council towards the completion of this Deed the sum of two thousand pounds (£2,000.00) being a contribution towards the Council's proper costs in the research investigation and preparation of this Deed

7.2 This Deed may be registered as a Local Land Charge

7.3 Where agreement approval consent or expression of satisfaction is required by the Owner from the Council under the terms of this Deed such agreement approval or consent or expression of satisfaction shall not be unreasonably withheld or delayed and any such agreement consent approval or expression of satisfaction shall be given on behalf of the Council by the Chief Executive of the Council or an officer authorised by him so to do any notices shall be

deemed to have been properly served if sent by recorded delivery to the principal address or registered office (as appropriate) of the relevant party or such other address as may be notified for the purpose by one party to another party

- 7.4 Insofar as any clause or clauses of this Deed are found (for whatever reason) to be invalid or unenforceable then such invalidity or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed
- 7.5 This Deed shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permission shall be quashed revoked or otherwise withdrawn or (without the consent of the Owner) is modified by any statutory procedure or expires prior to the Commencement of Development
- 7.6 No person shall be liable for any breach of any of the provisions of this Deed after they shall have parted with their entire interest in the Site or that part of the Site in relation to which such breach occurs but without prejudice to liability for any subsisting breach arising prior to parting with such interest
- 7.7 Nothing in this Deed shall prohibit or limit the right to develop any part of the Site in accordance with a permission other than the Planning Permission (granted whether or not on appeal) after the date of this Deed

8. WAIVER

No waiver (whether expressed or implied) by the Council or the Owner of any breach or default in performing or observing any of the covenants terms or conditions of this Deed shall constitute a continuing waiver and no such waiver shall prevent the Council (or the Owner) from enforcing any of the relevant covenants terms or conditions or for acting upon any subsequent breach or default

9. CHANGE OF OWNERSHIP

The Owner agrees with the Council to give the Council immediate written notice of any change in ownership of any of its interests in the Site occurring before all the obligations under this Deed have been discharged such notice to give details of the transferee's full name and registered office (if a company or usual address if not) together with the area of the Site or housing unit transferred by reference to a plan showing the area of land in question

FIRST SCHEDULE

The land contained within the Site is registered with Title Absolute at the Land Registry under the following title numbers:

- DT414607
- DT414602
- DT414600
- DT414606

SECOND SCHEDULE

The Owner's covenants concerning:

1. Affordable Housing
2. Heathlands Contribution

1. Affordable Housing

- 1.1 No more than 75% (seventy five per cent rounded down) of the Market Housing Units shall be Occupied until all of the Affordable Dwellings have been constructed in accordance with the Planning Permission and made ready for residential occupation (together with the construction of all car parking spaces comprised therein and all roads and footpaths providing access thereto from the nearest highway maintainable at the public expense and the installation of all services required therefore and written notification of such has been received by the Council
- 1.2 From the date of Practical Completion of the Affordable Dwellings they shall not be used other than for Affordable Housing save that this obligation shall not be binding on:
 - 1.2.1 any Protected Tenant or any Mortgagee or chargee of the Protected Tenant or any person deriving title from the Protected Tenant or any successor in title thereto and their respective Mortgagees and chargees or
 - 1.2.2 any Mortgagee provided that the Mortgagee shall have first complied with the Mortgagee's Duty
 - 1.2.3 any purchaser from a Mortgagee of an individual Affordable Dwelling following any default by the individual mortgagor
- 1.3 No more than 75% (seventy five per cent rounded down) of the Market Housing Units shall be Occupied until the Affordable Dwellings have been transferred to the Approved Provider on terms including a consideration to be agreed between the Owner and the Approved Provider and which would enable:
 - 1.3.1 the Affordable Rented Units to be let at an Affordable Rent
 - 1.3.2 the Shared Ownership units to be sold on a Shared Ownership LeaseIn either case at a level affordable to those who cannot afford to rent or buy a dwelling generally available on the open market or otherwise on terms that accord with relevant Homes and Communities Agency funding requirements applicable to the Affordable Dwellings current at the date of construction of the

Affordable Dwellings PROVIDED ALWAYS that in the event that the Owner and the Approved Provider are unable to reach agreement on such terms then the same shall be determined by a person acting as an arbitrator such person to be agreed between the Owner and the Approved Provider or in default of agreement to be appointed by the President for the time-being of the Royal Institution of Chartered Surveyors (or another officer of that Institute appointed for that purpose by such President)

- 1.4 The Affordable Dwellings shall be constructed to comply with at least the minimum specification provided for in the Design and Quality Standards 2007 or such other standards that may replace them in the future.**
- 1.5 Subject to Clauses 1.7 and 1.8 not to permit the Affordable Dwellings to be occupied otherwise than by Eligible Local Households nominated by the Council or approved by the Council in writing unless:
 - 1.5.1 the Owner has served a Notice of Availability on the Council that the Affordable Dwelling is vacant and available for occupation, and**
 - 1.5.2 that a period of three months has elapsed since the service of the Notice of Availability, and**
 - 1.5.3 despite the best endeavours of the Owner a disposition of a Shared Ownership Lease or the granting of an Assured Tenancy as the case may be to an Eligible local Household has not been concluded, and**
 - 1.5.4 in the case of a Shared Ownership Unit the Council (or a person or persons nominated by them) having been served with a written notice (of not less than 4 weeks duration) by the Owner offering to sell the Affordable Dwelling to the Council at Open Market Value has not purchased the said Affordable Dwelling then the Owner shall be entitled to dispose of the Affordable Dwelling free from the restrictions of this Deed but all future dispositions shall remain subject to the requirements of this Deed SAVE that the provisions set out in sub-clauses 1.5.1 to 1.5.4 do not apply to the first occasion upon which an Affordable Dwelling is occupied for residential purposes****
- 1.6 Not less than 10 Working Days prior to Practical Completion of each and every Affordable Dwelling to serve a Notice of Availability upon the Council**
- 1.7 The Mortgagee shall prior to seeking to dispose of the Affordable Dwellings pursuant to any default under the terms of its mortgage or charge give not less than 3 months' prior notice to the Council of its intention to dispose and
 - 1.7.1 In the event that the Council responds within 2 months from receipt of the notice indicating that arrangements for the transfer of the Affordable Dwellings can be made in such a way as to safeguard them as Affordable Housing then the Mortgagee shall co-operate with such arrangements and use its reasonable endeavours to secure such transfer**
 - 1.7.2 If the Council does not serve its response to the notice served under****

paragraph 1.7.1 within the 2 months then the Mortgagee shall be entitled to dispose free of the restrictions set out in this paragraph of this Second Schedule

1.7.3 If the Council or any other person cannot within 1 month of the date of service of its response under paragraph 1.7.1 secure such transfer then provided that the Mortgagee shall have complied with its obligations under paragraph 1.7.1 the Mortgagee shall be entitled to dispose free of the restrictions set out in this paragraph of this Second Schedule

PROVIDED THAT at all times the rights and obligations in this paragraph 1.7 shall not require the Mortgagee to act contrary to its duties under the charge or mortgage and that the Council must give due consideration to protecting the interest of the Mortgagee in respect of moneys outstanding under the charge or mortgage

1.8 In the case of a Shared Ownership Unit if either a power of sale has arisen in favour of any Mortgagee holding a mortgage or legal charge over the Shared Ownership Unit and written notice of such event has been given to the Council or such Mortgagee or its receiver enters into possession the Mortgagee must:-

1.8.1 Use reasonable endeavours to offer and make the Shared Ownership Unit available to an Eligible Local Household or in the absence of such to an Eligible Household

1.8.2 If within 90 days of the date of the notice served in accordance with Clause 1.8 a Household has not been identified who qualifies under Clause 1.8.1 above the Mortgagee shall subject to Clause 1.8.1 be entitled to dispose of its interest free of the restrictions set out in this Deed PROVIDED that at all times the rights and obligations in this Clause shall not require the Mortgagee to act contrary to its duties under the charge or mortgage and that the Council shall give full consideration to protecting the interest of the Mortgagee in respect of monies outstanding under the charge or mortgage.

2. Heathlands Contributions

2.1 The Christchurch and East Dorset Core Strategy Policies ME1 and ME2 recognise the decline and the vulnerability of heathland in East Dorset and its importance and proposes restrictions on developments that might affect it.

2.2 The Council has adopted the Dorset Heathlands Planning Framework 2012-2014 dated September 2012 ("the Framework") which allows for certain developments which might have an effect on the heathland in East Dorset to take place and makes provision for payments ("Nature Conservation Contributions") to be made to the Council by a developer and which payments shall be directed towards measures which avoid or mitigate adverse effects on the Dorset Heathlands in accordance with the Framework

2.3 THE Owner hereby covenants with the Council:

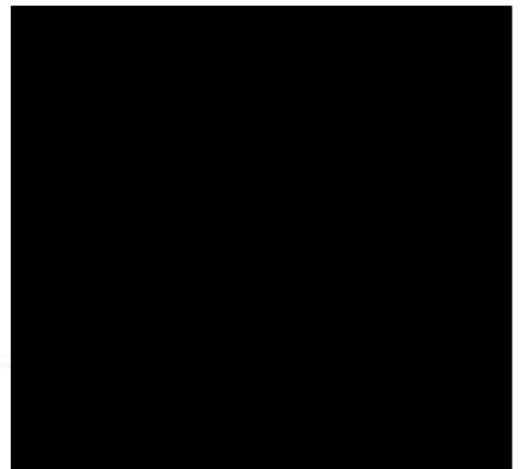
- 2.3.1 On Commencement of the Development the Owner shall pay to the Council the Nature Conservation Contribution plus an administrative fee in the sum of EIGHT HUNDRED AND TWENTY SIX POUNDS AND TWENTY SIX PENCE (£826.26) to cover the cost to the Council of collecting and distributing such contribution under the terms of the Framework**
- 2.3.2 that it will pay to the Council such further sum as bears the same relationship to the sum payable under Paragraph 2.3.1 above as does the figure in the Retail Prices Index at the date of payment to the corresponding figure for the date of this Deed**
- 2.3.3 that it will not cause or permit the Commencement of Development pursuant to the Planning Permissions until the Nature Conservation Contribution and any uplift provided for in 2.3.2 above together with the administration fee shall have been paid to the Council**

THIRD SCHEDULE
Council's Covenants

The Council hereby covenants with the Owner as follows:-

1. To use all sums received from the Owner under the terms of this Deed for the purposes specified in this Deed for which they are to be paid
2. Within three months of the receipt of a written request by the Owner to pay to the Owner such amount of any payment made by the Owner to the Council under this Deed which has not been expended in accordance with the provisions of this Deed within ten years of the date of receipt by the Council of such payment or ten years of the date of final completion of the Development whichever is the later PROVIDED ALWAYS that the provisions of this paragraph 2 shall not apply in respect of all or any part of any such payment which is to be applied (by the Council or any other party) to the on-going maintenance of any land or other thing
3. To provide to the Owner evidence to confirm the expenditure of the sums paid by the Owner under this Deed
4. At the written request of the Owner to provide to the Owner written confirmation of the discharge of the obligations contained in this Deed when such obligations have been performed

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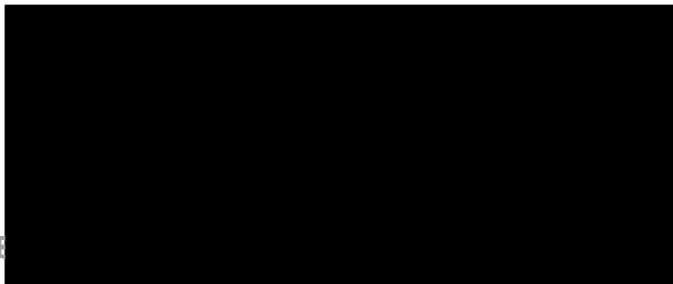
IN WITNESS whereof the parties hereto have executed this Deed on the day and year first before written

EXECUTED as a DEED by affixing the)
COMMON SEAL of EAST DORSET)
DISTRICT COUNCIL in the presence of)



8647

Authorised Officer



THE OWNER

CAROLYN ANNE MACY

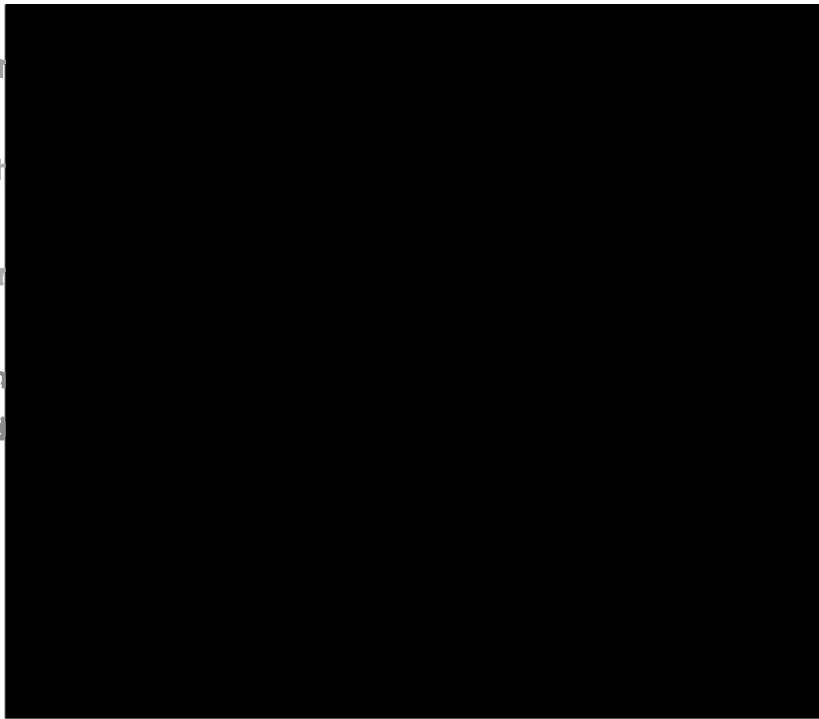
Signature

In the presence of

Witness

Name

Address



DAVID I

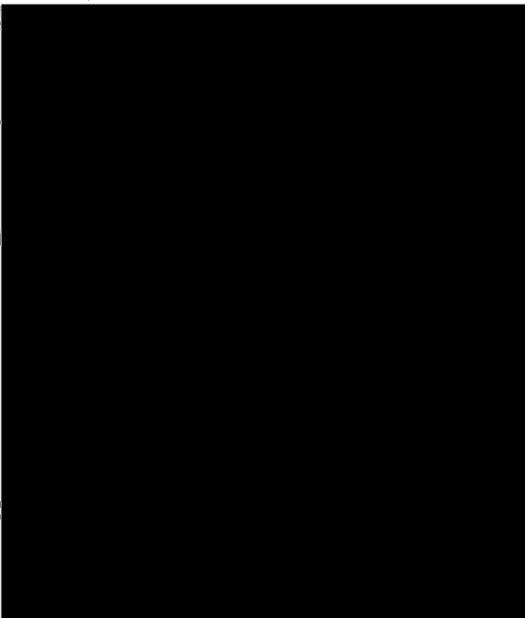
Signature

In the pr

Witness

Name:

Address:



JOHN ANDREW SPENCER

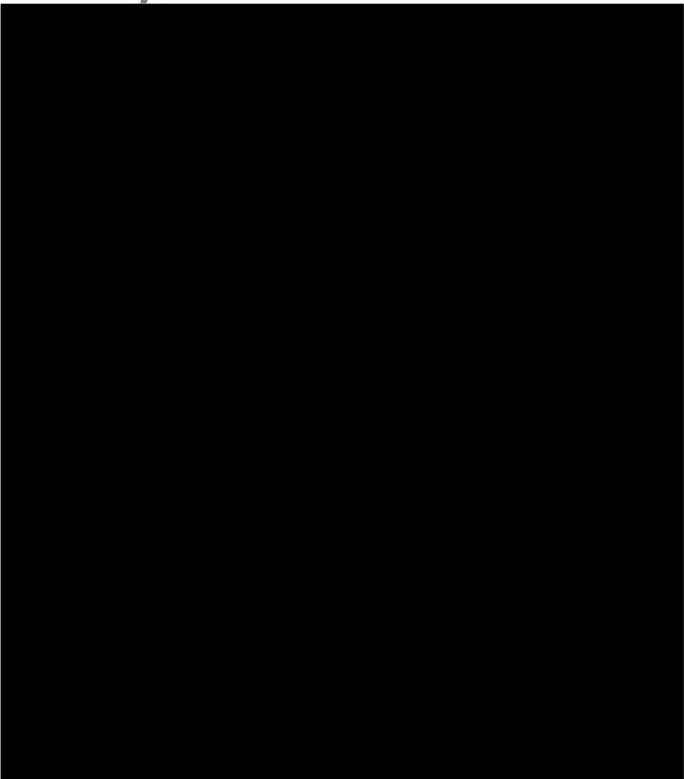
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In the pres

Witness si

Name:

Address:



NOTES

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LEGEND



EXISTING TREES TO BE RETAINED



PROPOSED PLANTING



BOUNDARY



EXISTING OUTBUILDINGS TO BE DEMOLISHED



PROPOSED STREET LIGHTING SUBJECT TO SPECIALIST DESIGN



EXISTING ROUTE OF SEWER WITH 3M BASEMENT. POSSIBLE DIVERSION SUBJECT TO NEGOTIATION WITH WESSBK WATER

SCHEDULE

SITE AREA = 1.145 HECTARES

PRIVATE

3 X 4 BED CHALET BUNGALOWS
3 X 3 BED HOUSE
12 X 4 BED HOUSES

ATTACHABLE

4 X 3 BED HOUSES
3 X 2 BED HOUSES
3 X 1 BED FLATS
2 X 2 BED FLATS

TOTAL 22 UNITS

| No. | Revisions | date | by |
|-----|---|-------------|----|
| E | BOUNDARY REVISED | 04/01/14 GR | |
| D | CHANGES REMOVED | 14/02/13 GR | |
| C | PLANTING AMENDMENT | 04/01/14 GR | |
| B | PLANTING AMENDMENT | 19/11/13 GR | |
| A | COMMENTS ADDED | | |
| | PLOTS 5, 28 & 29 REVISED TO INCORPORATE 250 GARAGES | 19/07/13 GR | |

PROPOSED DEVELOPMENT
LAND AT HOWE LANE
VERWOOD
BH31 6JF

SPENCER HOMES

ILLUSTRATIVE
SITE PLAN

| Issue AS SHOWN @ A1 | checked GR |
|---------------------|----------------|
| date DEC 2013 | drawn GR |
| 8238 / 217 | ALLODIE |

ANDERIS ROBERTS & ASSOCIATES LTD

CHAPPEL TUNNELL 14 NUNSWELL
CHURCHWOOD, DORSET, BH20 1TP

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fax 01202 082222
www.anderisroberts.co.uk
www.anderisroberts.com



SITE PLAN REF ALL 1 SEE
BASED ON TOPOGRAPHICAL INFORMATION

10m @ 1:100



