

DATED

11th December

2007

RIBBLE VALLEY BOROUGH COUNCIL (1)

- and -



AGREEMENT

Under Section 106 Town and Country Planning Act 1990

relating to property known as the site adjoining

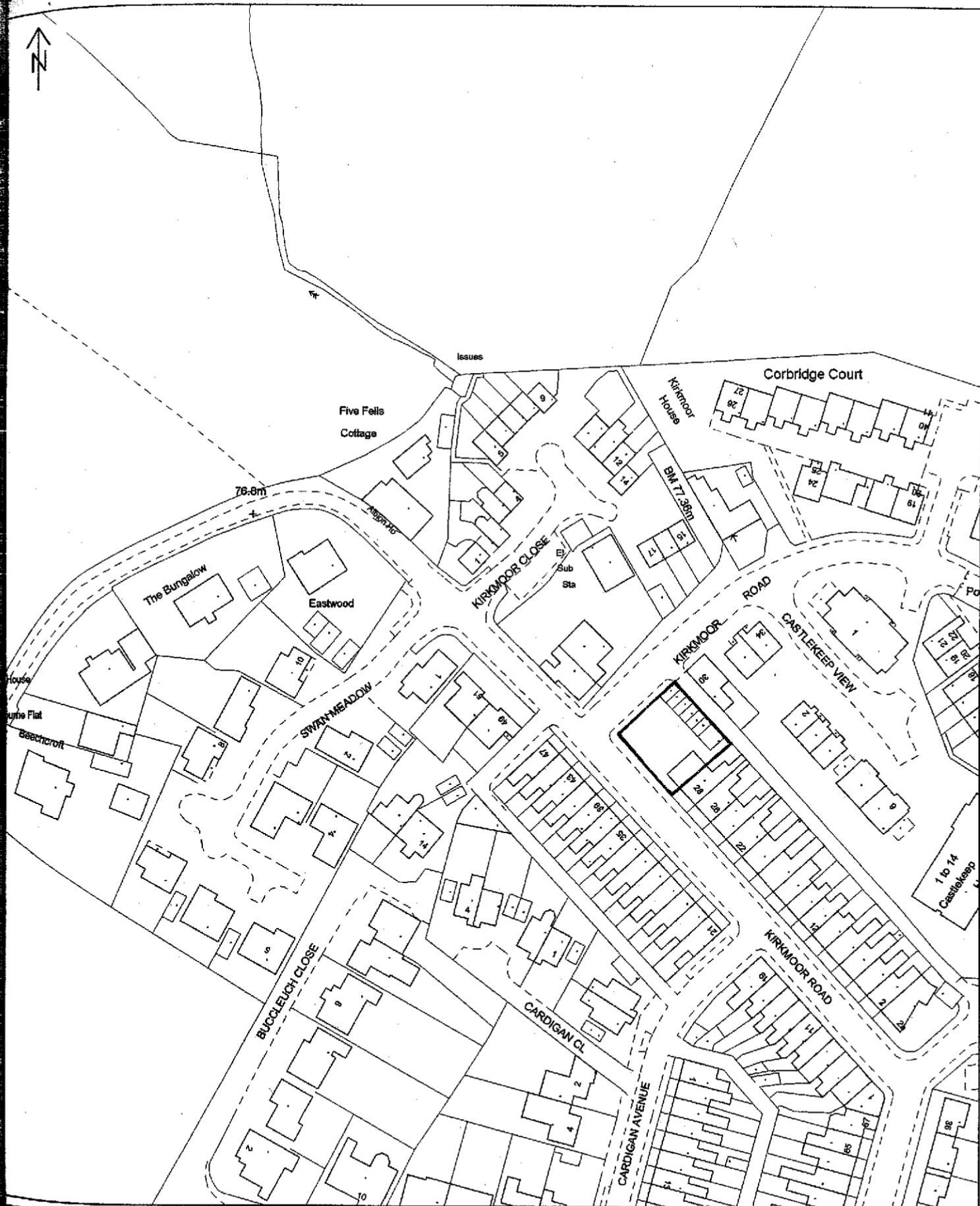
28 Kirkmoor Road Clitheroe

Diane Rice
Legal Services Manager
Ribble Valley Borough Council
CLITHEROE

THIS AGREEMENT is made the Eleventh day of December Two thousand and seven **BETWEEN RIBBLE VALLEY BOROUGH COUNCIL** of Council Offices Church Walk Clitheroe Lancashire (hereinafter called "the Council") of the first part and [REDACTED] of 28 Kirkmoor Road Clitheroe Lancashire (hereinafter called "the Owners") of the other part_____

WHEREAS:

- (1) The Council is the Local Planning Authority for the purposes of the Town and Country Planning Act 1990 (as amended) for the area within which certain property known as the site adjacent to 28 Kirkmoor Road Clitheroe (hereinafter called "the Property") is situated and shown edged red on the plan (hereinafter called "the Plan") annexed to this Agreement_____
- (2) The Council holds the freehold estate in the property_____
- (3) The Owners leasehold estate of the property is by a Lease dated the Ninth of February Eighteen hundred and eighty eight for a term of Nine hundred and ninety nine years from the First day of January Eighteen hundred and eighty seven_____
- (4) By a Deed of Assignment dated the Eleventh day of July Nineteen hundred and eighty six made between Arthur Bleazard and Raymond Dryden and Patricia Dryden the leasehold legal estate in the property was assigned to the Owners_____
- (5) The Owners on the Eighth day of June Two thousand and seven applied to the Council for planning permission for demolition of the existing buildings on the site and erection of 3no. 3bed affordable dwellings (which 3 properties shall hereafter be referred to in this Agreement as "the Units") more fully shown in the application form together with the accompanying plans all deposited under the Council's reference 3/2007/0575/P_____
- (6) The Council is satisfied that the development is such as may be approved by it under the said Act of 1990 (as amended) but subject to the Owners entering into an agreement with the Council under the provisions of Section 106 of the said Act of 1990 (as amended) and extended by Section 33 of the Local Government (Miscellaneous Provisions) Act 1982_____



LEGAL SERVICES

Ribble Valley Borough Council

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Scale: 1:1250

Map Ref: SD7342SE

Date: 19 October 2007

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NOW THIS DEED WITNESSETH as follows:

- (7) **THIS** Agreement is made under the provisions of Section 106 of the said Act of 1990 as extended by Section 33 of the said Act of 1982_____
- (8) **THIS** Agreement is conditional upon the grant of planning permission for application number 3/2007/0575/P the implementation of the same in whole or in part_____
- (9) **THE** Owners hereby covenant with the Council that the Property shall be permanently subject to each and every one of the restrictions regulating the development as are contained in this Agreement and the purpose and intent of such covenants shall be registered as a Local Land Charge and noted by way of Memorandum upon the Owners Title Deeds relating to the property_____
- (10) **THE** said restrictions referred to in the preceding clause are as follows:
- (i) - Sale of the Units
- that on completion of the Units or as soon as possible thereafter the Owners shall:
- (a) convey the 3 Units as detailed below at open market value on a shared ownership leasehold basis with the rental element being discounted by the Owners the Lease to be approved by the Council_____
- (b) to an approved person who shall purchase the property for occupation by the approved person and in accordance with the requirements of this Agreement
- (c) in consultation with the Council and having first obtained the Council's consent to the disposal to the approved person_____
- (ii) - Minimum share
- (a) the approved person shall be required to purchase a minimum share of the Unit which share shall be as follows: minimum 50%_____

- (b) the approved person shall be allowed to purchase additional shares in increments of no less than 10% up to a maximum of 100% provided that at the point of purchase of each additional share they continue to occupy the Unit in compliance with the requirements of this Agreement_____

(iii) - Disposal

On each and every disposal of the Units including where 100% ownership has been achieved the Owners shall before disposal to an approved person on each and every disposal obtain the Council's consent to the disposal to the approved person_____

(iv) - Approved persons

Approved persons for the purposes of this scheme and in the order of priority are detailed below:

- (a) First time buyers who can demonstrate a housing need requirement for the property type they are purchasing where none of the family own or have ever owned a property (whether residential or otherwise) and who were either:

(i) living in Ribble Valley on the First day of January Two thousand and six; or

(ii) working in Ribble Valley on the First day of January two thousand and six; or

(iii) who have lived in Ribble Valley for any five of the last ten years having left to find suitable accommodation elsewhere and who also have close family living in the Ribble Valley as at the First day of January Two thousand and six_____

(iv) on the fifth anniversary of the date of this agreement the date stated above being the first day of January two thousand and six in (i), (ii) and (iii) above shall move forward five years to the first day of January two thousand and eleven and shall subsequently move

forward a further five years every fifth anniversary of the date of this agreement.

- (b) Secondly people who are not first time buyers who can meet one or other of the local connections detailed in (a) and can demonstrate a housing needs requirement for the property type they are purchasing

v) - Eligibility criteria: financial

The Owners will ensure purchasers of all properties demonstrate that have:

- (i) sufficient income to purchase the property but that they could not afford to purchase on the open market_____
- (ii) have a satisfactory credit history_____
- (iii) have sufficient funds to cover the legal costs involved in purchase_____

vi) - Eligibility criteria: income

The Owners will ensure that the Units are allocated to those who meet the requirements of this Agreement and will:

- (i) impose upper income brackets for purchasers of each Unit_____
- (ii) ensure income levels are verified via wage slips/P60s_____
- (iii) ensure local connection is established by reference to the electoral roll at a specific date in time the onus will be on the approved person to provide proof of residence eg utility bills/bank statements/government department issued documents if they are not on the electoral roll_____

(vii) - Eligibility criteria: local connection

- (i) verify local connection based on employment by way of references/confirmation of employment history confirmation of permanence of employment will be required from employer_____
- (ii) verify five out of last ten years connection by placing the onus on the approved person to provide suitable supporting evidence eg council tax records, electoral roll records_____

- (11) **"DISPOSAL"** in this Agreement shall mean a sale gift lease or other transfer by whatever means of a unit and includes any subsequent disposal

(12) **NOTICES**

Any notice or other communication given or made in accordance with this Agreement shall be in writing and may (in addition to any other effective mode of service) be sent by recorded delivery or registered post to the Housing Manager for the time being of the Council at the address of the Council shown on the first page of this Agreement or at such other address as may from time to time have been notified to the sender as being the address for service of the relevant party for the purposes of this Agreement_____

(13) **RECORDS**

The Owners shall maintain records enabling them to supply to the Council (within two weeks of the Council's written request to do so) such information as the Council may reasonably require in order to determine whether the Owners covenants are being observed_____

- (14) **THE** Owners further agree that no compensation shall be payable by the Council as a result of the clauses, restrictions or covenants contained in this Agreement_____

- (15) **THE** expressions "the Council" and "the Owners" shall include their respective successors in title and assigns **PROVIDED THAT** no such person (including the parties hereto) shall be liable for any breaches occurring after they have disposed of their interest in the Property or the relevant part or parts thereof_____

- (16) **THE** Council will within fourteen days of this Agreement grant the planning consent for the development referred to in the form annexed hereto_____

IN WITNESS whereof the Council and the Owners have hereunto executed as a Deed the day and year first before written _____

THE COMMON SEAL of RIBBLE VALLEY)

BOROUGH COUNCIL was hereunto affixed)

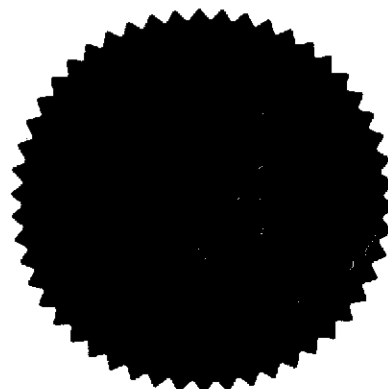
to this Deed in the presence of:)

[Redacted Signature]

Mayor

[Redacted Signature]

Chief Executive



SIGNED AS A DEED by RAYMOND)

DRYDEN in the presence of:)

[Redacted Signature]

[Redacted Signature]

[Redacted Signature]

SIGNED AS A DEED by PATRICIA)

DRYDEN in the presence of:)

[Redacted Signature]

[Redacted Signature]