

DATED 2nd November 2009

DEED OF VARIATION

Agreement under Section 106 of
Town and Country Planning Act 1990 (as amended)

WADDOW VIEW, QUEENSWAY, WADDINGTON

between

RIBBLE VALLEY BOROUGH COUNCIL

and



CONTENTS

CLAUSE

1.	Interpretation	3
2.	Variations of the Agreement	4
3.	Registration of this deed	4
4.	Governing law	5
5.	Contractual rights of third parties	5

SCHEDULE

SCHEDULE	VARIATIONS TO THE AGREEMENT	5
----------	-----------------------------------	---

PARTIES

- (1) **RIBBLE VALLEY BOROUGH COUNCIL** of Council Offices Church Walk Clitheroe Lancashire ("the Council").
- (2) [REDACTED]
[REDACTED] ("the Association")

BACKGROUND

- (A) This deed is supplemental and collateral to the Agreement
- (B) The Council and the Association have agreed to vary the Agreement on the terms set out in this deed.

AGREED TERMS

1. INTERPRETATION

- 1.1 The definitions in this clause apply in this deed.

Agreement: the Section 106 Agreement dated 20 January 2006 and made between (1) the Council and (2) the Association.

Property: land and buildings formerly known as the site of the former mill at Waddow View, Queensway, Waddington comprised in title number [LAN 9665] as more particularly described in the Agreement.

- 1.2 References to the Council include a reference to the person entitled for the time being to the immediate benefit of the Agreement. References to the Association include a reference to its respective successors in title.
- 1.3 A reference to the Agreement includes any deed, licence, consent, approval or other instrument supplemental to it.
- 1.4 A reference to laws in general is to all local, national and directly applicable supra-national laws in force for the time being, taking account of any amendment, extension, application or re-enactment and includes any subordinate laws for the time being in force made under them and all orders, notices, codes of practice and guidance made under them.
- 1.5 A **person** includes a corporate or unincorporated body.
- 1.6 Unless the context otherwise requires, a reference to the **Property** is to the whole and any part of it.

1.7 Except where a contrary intention appears, a reference to a clause or Schedule is a reference to a clause of, or Schedule to, this deed and a reference in a Schedule to a paragraph is to a paragraph of that Schedule.

1.8 Clause, Schedule and paragraph headings do not affect the interpretation of this deed.

1.9 Except to the extent that they are inconsistent with the definitions and interpretations in clause 1 of this deed, the definitions and interpretations in clauses 1, 2, 3 and 4 of the Agreement shall apply to this deed.

2. VARIATIONS OF THE AGREEMENT

2.1 Variations made

From and including the date of this deed, the Agreement shall be read and construed as varied by the provisions set out in the Schedule.

2.2 Agreement remains in force

The Agreement shall remain fully effective as varied by this deed and the terms of the Agreement shall have effect as though the provisions contained in this deed had been originally contained in the Agreement.

3. REGISTRATION OF THIS DEED

3.1 Promptly following the completion of this deed the Council shall apply to record this deed as a local land charge.

3.2 The Association shall apply to the Land Registry for this deed to be noted on their title to the Property.

4. GOVERNING LAW

This deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

5. CONTRACTUAL RIGHTS OF THIRD PARTIES

No term of this deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a third party

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

SCHEDULE

The following shall be added to the Agreement as a new clause (15):

3 Commill Court,
Waddington,
Clitheroe, BB7
34J

(15) Notwithstanding clause (8) of this Agreement the Association shall be permitted to rent ~~house 31~~ ("the premises") on its standard form of assured tenancy or assured shorthold tenancy with the level of rent being in accordance with the Homes and Communities Agency target rents provided that the proposed tenant fulfils the approved persons' criteria at clause (8)(iv)(vi) and (vii) of this Agreement and the Association will ensure any proposed Tenant demonstrates that they have:

- (i) sufficient income to support the rental of the premises but that they could not afford to purchase the premises on the open market;
- (ii) have a satisfactory credit history;
- (iii) have sufficient funds to cover any legal costs involved in entering into the tenancy.

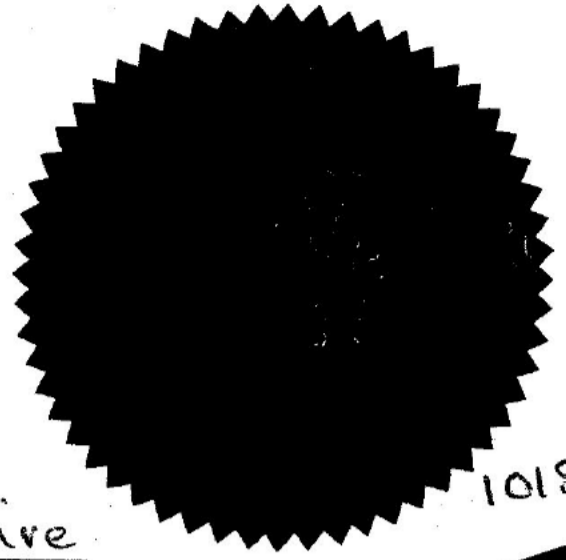
The Association shall also be permitted to transfer, assign or grant a lease of the premises following a successful right to acquire application by such tenant.

EXECUTED AS A DEED by
RIBBLE VALLEY BOROUGH
COUNCIL by affixing its common
seal in the presence of:-

Authorised Signatory

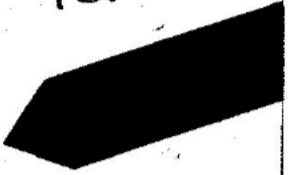


Mayor



Chief Executive

1018



EXECUTED AS A DEED by
affixing its common seal in the
presence of:-

Member

Secretary

