

09/0646

DATED 1st February 2010

RIBBLE VALLEY BOROUGH COUNCIL

- AND -

WALTER CAREFOOT & SONS (CONSTRUCTION) LIMITED

A G R E E M E N T

Under Section 106 Town and Country Planning Act 1990

relating to property known as

Victoria Street

Longridge, Preston, Lancashire

DIANE RICE
Legal Services Manager
Ribble Valley Borough Council
CLITHEROE

**BOROUGH COUNCIL
TION SHEET**

THIS AGREEMENT is made the 1st day of February Two thousand and ten **BETWEEN RIBBLE VALLEY BOROUGH COUNCIL** of Council Offices Church Walk Clitheroe Lancashire BB7 2RA (hereinafter called "the Council") of the one part and **WALTER CAREFOOT & SONS (CONSTRUCTION) LIMITED** (Company Reg No. 626146) of Blackpool Road Longridge Preston Lancashire PR3 3AL (hereinafter called "the Owners") of the second 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 land and property known as Victoria Street, Longridge Preston Lancashire (hereinafter called "the Property") shown edged red on the plan attached hereto is situated_____
- 2) The Owners are seised of the fee simple absolute in possession of the Property which is registered at HM Land Registry with Absolute Title under Title Number LA786062_____
- 3) The Owners have by written application dated the 7th October 2009 applied to the Council for permission to develop the Property as detailed in the plans and particulars deposited with the Council under reference 3/2009/0646
- 4) The Council is satisfied that the development disclosed by the said particulars is such as may be approved by the Council under the said Act_____

NOW THIS DEED WITNESSETH as follows:

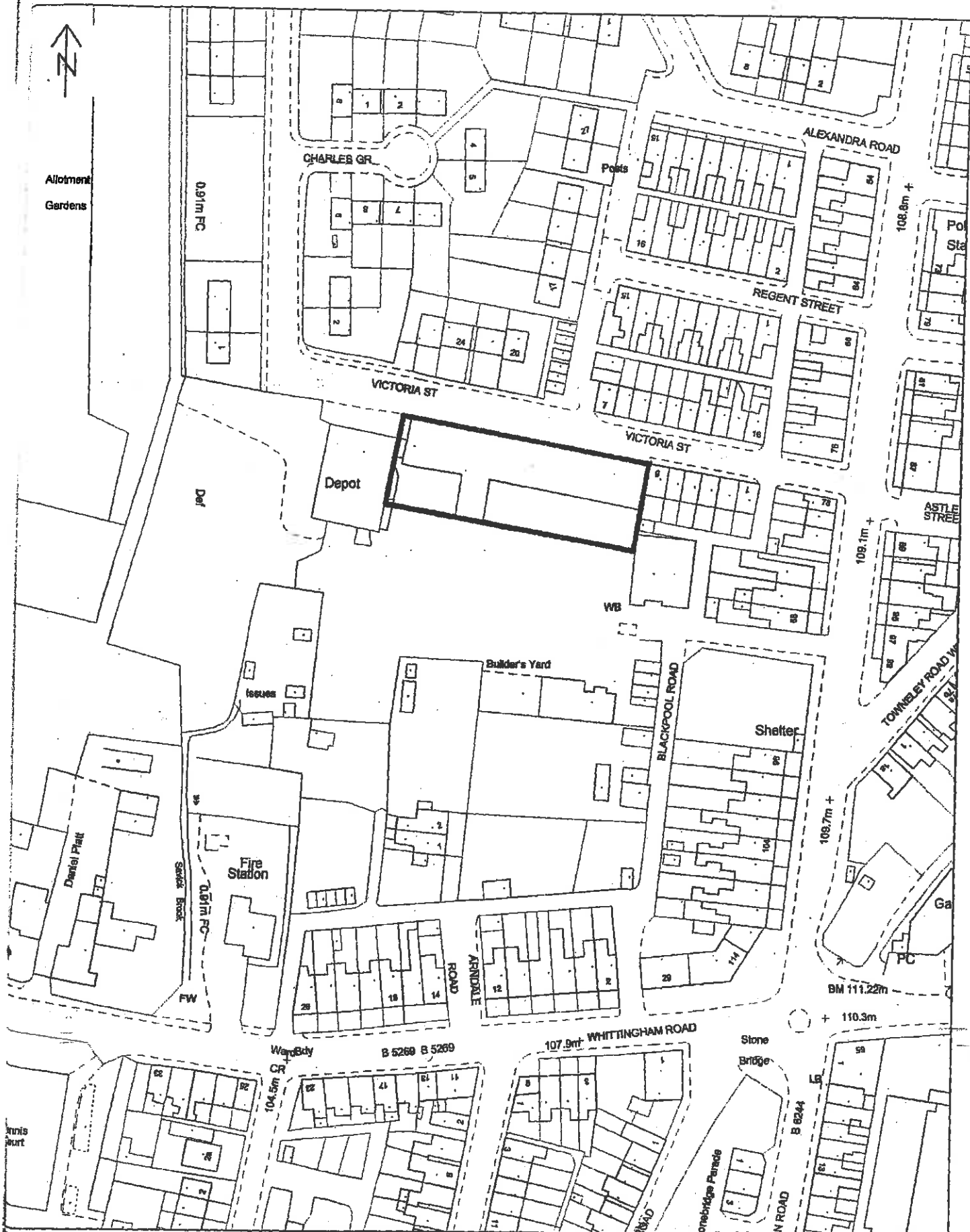
1. **THIS** Agreement is made as a Deed in pursuance of Section 106 of the Town and Country Planning Act 1990 (as amended) and is a planning obligation for the purposes of that Section enforceable by the Council with the intent to bind the property and the Owners to observe and perform the covenants restrictions and obligations set out in the Schedule hereto_____

2. 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 of parts thereof_____
3. THE owners hereby covenant with the Council to pay on demand the Council's reasonable costs of and incidental to the preparation and completion of this Agreement_____

IN WITNESS whereof the Council has caused its Common Seal to be hereunto affixed and executed as a Deed and the Owners have executed as a Deed the day and year first before written_____

THE SCHEDULE

1. The Owners hereby covenant with the Council that the said Property shall be permanently subject to the restrictions regulating the development thereof as hereafter contained and the purport and intent of such covenants shall be registered upon the Title of the Owners at HM Land Registry by way of an appropriate entry on the Charges Register of title number LA786062_____
2. The Owners hereby agrees to provide to the Council within 3 months of the date hereof an Official Copy of the Register as evidence that such registration has been completed_____
3. The said covenants referred to in the preceding clause are as follows:
 - a) that the owners do not themselves occupy Apartment no's 1, 2, or 3 _____
 - b) that the Apartment no's 1, 2, and 3 be subject to the following restrictions with regard to maximum rent levels and eligibility for occupancy by qualifying persons only and in perpetuity_____
 - i) the rent to be charged shall be the Local Housing Allowance applicable for Central Lancs area less 10% as set by the Department of Works and Pensions at the time of allocation of the tenancy this rent to be approved in writing by the Council_____



Scale 1:1250 18 January 2010
 (C) Crown copyright. All rights reserved.
 Ribblesdale Borough Council LA 100018641
 2009

- ii) the grant of the first tenancy and all further tenancies by the Owner shall be only to persons who are registered on the Ribble Valley housing waiting list and shall be approved in writing by the Council before the tenancy is granted_____
- iii) Qualifying Persons shall be persons who are defined as:
 - (a) a person or persons who can demonstrate a housing need for a two bedroom apartment and
 - (b) are currently resident in the Ribble Valley or
 - (c) are employed within the Ribble Valley area but living more than 5 miles from their place of employment or
 - (d) have lived or resided in the Ribble Valley for any five of the last ten years having left to find suitable accommodation elsewhere and who have close family living in the Ribble Valley_____

THE COMMON SEAL OF RIBBLE)

VALLEY BOROUGH COUNCIL was)

hereunto affixed to this Deed in the)

presence of:)

Mayor

Chief Executive



EXECUTED AND DELIVERED AS A DEED by)

WALTER CAREFOOT & SONS (CONSTRUCTION)

LIMITED acting by two Directors or one Director and)

The Company Secretary)

X Director

Director/ Secretary-

1030