

DATED

18th May

2012

RIBBLE VALLEY BOROUGH COUNCIL

and

ST. VINCENT'S HOUSING ASSOCIATION LIMITED

DEED OF VARIATION

amending

**an Agreement pursuant to Section 106 Town & Country Planning
Act 1990 dated 2 November 2010**

**Land at Barrow Brook
Barrow
Clitheroe**

**Croftons Solicitors LLP
The Lexicon
Mount Street
Manchester M2 5FA**

THIS DEED OF VARIATION is made the

18th May

2012

BETWEEN

1. **RIBBLE VALLEY BOROUGH COUNCIL** of Council Offices Church Walk Clitheroe Lancashire BB7 2RA ("the Council") and
2. **ST. VINCENT'S HOUSING ASSOCIATION LIMITED** (Industrial and Provident Society Number IP19947R) whose registered office is at 1st Floor, Metropolitan House 20 Brindley Road Old Trafford, Manchester M16 9HQ ("the Association")

WHEREAS

- (1) On the 2nd November 2010 the Council entered into an agreement with Rowland Homes Limited (and its mortgagee) pursuant to section 106 of the Town and Country Planning Act 1990 ("the Agreement") relating to land ("the Site") at Barrow Brook, Barrow, Clitheroe
- (2) The Association is now the freehold owner of parts of the Site under Land Registry Title Numbers LAN121685, LAN124164, LAN125893 and LAN127020.
- (3) The parties have agreed to enter into this deed of variation ("the Deed") for the purposes of varying certain provisions of the Agreement
- (4) The parties agree that the definitions contained within the Agreement apply to this variation Deed with like effect (except as may be varied herein)
- (5) The Agreement shall be varied as set out in this Deed
- (6) The provisions of the Agreement as varied and those not varied shall remain in full force and effect and shall continue to bind the parties and their successors in title
- (7) This Deed will not prevent the Council from exercising statutory powers under any legislation
- (8) The parties acknowledge that this Deed is a local land charge and will be registered as such

VARIATIONS

- (9) The parties agree to vary the Agreement as follows:-

- (9.1) Add a new Clause 1.9.7 to Schedule 1 of the Agreement as follows:-

"In marketing each Affordable Housing Unit the RSL shall, for a period of six months from the said Affordable Housing Unit becoming vacant, use all reasonable endeavours to identify a tenant or purchaser (as the case may be) being a person who meets the definition of Approved Person in this Agreement but if at the end of the period of six months in which an Affordable Housing Unit has been marketed no Approved

Person has been identified then the RSL may dispose of the Affordable Housing Unit to a person who is not an Approved Person."

(9.2) Add a new Clause 1.9.8 to Schedule 1 of the Agreement as follows:-

"Should the Council and/or the RSL be unable to nominate an Approved Person to any mortgagee (of either the RSL or a person deriving title from the RSL) who has exercised its power of sale under any mortgage or charge of the Property or any Affordable Housing Unit comprised in the Property within two months of a request by such mortgagee in possession then the mortgagee in possession shall be free to sell the Affordable Housing Unit on the open market."

CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

10. It is not intended that any person will be entitled to enforce any provisions of this deed who would not have been entitled but for the enactment of the Contracts (Rights of Third Parties) Act 1999

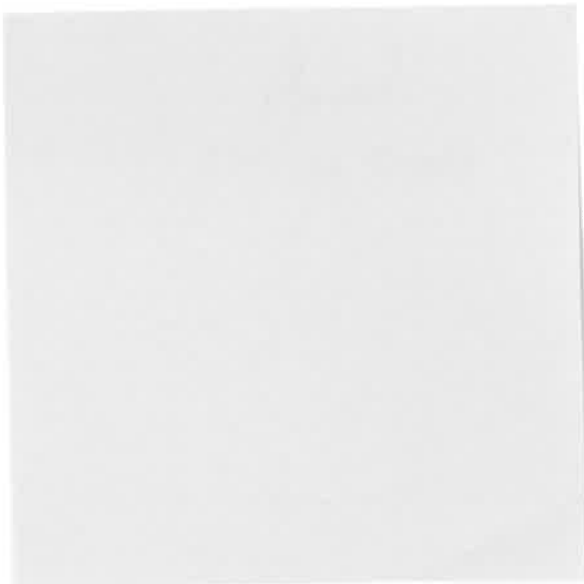
IN WITNESS whereof the parties have executed this Deed the day and year first hereinbefore written

THE COMMON SEAL of
RIBBLE VALLEY BOROUGH COUNCIL
was affixed in the presence of:

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)

Mayor

Chief Executive



EXECUTED AS A DEED by affixing **THE**
COMMON SEAL of **ST VINCENT'S**
HOUSING ASSOCIATION LIMITED
in the presence of:-

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At

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