

DATED

2010

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RIBBLE VALLEY BOROUGH COUNCIL

- and

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# AGREEMENT

Under Section 106 Town and Country Planning Act 1990

relating to property known as

DIANE RICE

Legal Services Manager  
Ribble Valley Borough Council

CLITHEROE

**THIS AGREEMENT** is made the \_\_\_\_\_ day of \_\_\_\_\_ 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

224642 (hereinafter called "the Owners") of the second part \_\_\_\_\_

**WHEREAS**

4) 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

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2)1) (hereinafter called "the Property") shown edged red on the plan attached hereto is situated \_\_\_\_\_

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2)2a) 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 LAN52936 \_\_\_\_\_

Comment [d1]: IS IT REGISTERED

3) The Owners have by written application dated ~~the Eighteenth day of June Two thousand and nine~~ \_\_\_\_\_ applied to the Council for permission to develop the pProperty as detailed in the plans and particulars deposited with the Council under reference 3/2009/0513/P \_\_\_\_\_ being the ~~conversion of a barn into two affordable dwelling houses~~

(hereinafter called "the d Dwellings") \_\_\_\_\_

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4) The Council is satisfied that the development disclosed by the said particulars ("the Development") is such as will may be approved by the Council under the said Act and will grant the planning permission as detailed in Schedule 2 ("Planning Permission") \_\_\_\_\_

**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 enforceable by the Council for the purposes of that Section with the intent to bind the Property and the Owners to observe and perform the covenants restrictions and obligations set out in the Schedule 1 hereto\_\_\_\_\_

## 2. CONDITIONALITY

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This Deed is conditional upon:

- (i) the grant of the Planning Permission; and
- (ii) the Commencement of Development which for this clause shall mean the date on which any material operation (as defined in Section 56(4) of the Act) forming part of the Development begins to be carried out other than (for the purposes of this Deed and for no other purpose) operations consisting of site clearance, demolition work, archaeological investigations, investigations for the purpose of assessing ground conditions, remedial work in respect of any contamination or other adverse ground conditions, diversion and laying of services, erection of any temporary means of enclosure, the temporary display of site notices or advertisements

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save for the provisions of Clauses 3 and any other relevant provisions which shall come into effect immediately upon completion of this Deed.

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3 **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\_\_\_\_\_

34 **THE** Owners hereby covenant with the Council to pay within 7 days of on-demand the Council's reasonable costs of and incidental to the preparation and completion of this Agreement not exceeding £ \_\_\_\_\_ ( \_\_\_\_\_ pounds) plus vat (if applicable)\_\_\_\_\_

5 No provisions of this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999

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6 This Deed shall be registrable as a local land charge by the Council.

7 This Deed shall not be enforceable against owner-occupiers or tenants of the Dwellings nor against those deriving title from them.

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8 Nothing in this Deed shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Deed.

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

#### THE SCHEDULE 1

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1 ~~The Owners hereby covenant with the Council that the said Property shall be permanently subject to the conditions restrictions and covenants regulating the Development thereof as hereafter contained and the purport and intent of such covenants shall be registerable as a local land charge upon the Title of the Owners at HM Land Registry by way of an appropriate entry on the Charges Register of title number LAN52936~~

2. ~~The Owners hereby agree to provide to the Council within three months of the date hereof an Official Copy of the Register as evidence that such registration has been completed~~

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2.1 ~~The said covenants conditions and restrictions referred to in the preceding clause are as follows:~~

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a) ~~that the Dwellings already to be built on part of the Property the site shall be~~  
 subject to the following restrictions with regard to the maximum rent levels and  
 eligibility for occupancy by qualifying persons ~~only and in perpetuity~~

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2.1(i) that the maximum rents permitted to be charged for the Dwelling ~~to be~~  
 charged ~~shall be not more than the Local Housing Allowance Rate at the time of first~~  
 allocation of the tenancy (or in the case of an existing tenancy as of the date of this  
deed) this rent to be approved in writing by the Council

2.1(ii) that the subsequent annual increases are ~~to be based in accordance with~~  
 the Local Housing Allowance (LHA) from time to time ~~and shall be approved in writing~~  
 by the Council

2.1(iii) that the existing tenancies of the grant of any subsequent ~~the first tenancy~~  
 and ~~all further tenancies~~ by the Owners shall be only to persons who are Qualifying  
Persons and shall be approved in writing by the Council before the tenancy is granted  
(such approval not to be unreasonably withheld or delayed)

2.2(b) "Qualifying Persons" for the purpose of this deedscheme shall mean a  
person(s)

2.2.1 who can demonstrate a housing need for a two/three bedroom house  
and

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2.2.2 has sufficient income to support the rental of the Dwelling but that  
could not afford to purchase the Dwelling on the open market and

2.2.3 has a satisfactory credit history ("satisfactory" in this instance being  
suitable for a reasonable landlord to assume the Tenant would be able  
to pay its rent on the date the rents fell due on a regular basis and

2.2.4 has sufficient funds to cover any legal costs involved in entering into  
the tenancy satisfying one or more of the following 4 criteria

and then in the order of the priority as follows ~~re detailed below shall be~~  
 persons who are defined as

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~~(i) a person or persons who can demonstrate a housing need for a two/three bedroom house and meet the financial criteria as detailed in Clause 3e herein and are~~

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2.2.5(a) Primary Priority is given to persons currently living in ~~Grindleton Parish~~ \_\_\_\_\_ or have lived in ~~Grindleton Parish~~ for five of the last ten years only having left to find suitable accommodation and who have close family living in ~~Grindleton Parish~~ \_\_\_\_\_ or who are currently working in ~~Grindleton Parish~~ \_\_\_\_\_, HOWEVER in the event that after two weeks of marketing the availability of the Property for rent no eligible Qualifying Persons have been identified then

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2.2.6(b) ~~Secondary Priority is given to persons currently living in Sawley or West Bradford or Bolton by Bowland or Slaidburn~~

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or have lived in any of those parishes for five of the last ten years only having left to find suitable accommodation and who have close family living in any of those parishes or who are currently working in those parishes, HOWEVER in the event that after a further two weeks (after the expiry of the period as indicated in clause 2.2.5 above) of marketing the availability of the Property for rent no eligible Qualifying Persons have been identified then

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2.2.7 Thirdly Priority to persons who are currently living in the Borough of ~~Ribble Valley~~ \_\_\_\_\_ or have lived in the Borough of ~~Ribble Valley~~ \_\_\_\_\_ for five of the last ten years only having left to find suitable accommodation and who have close family living within the Borough of ~~Ribble Valley~~

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HOWEVER in the event that after a further two weeks (after the expiry of the period as indicated in clause 2.2.6 above) of marketing

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the availability of the Property for rent no eligible Qualifying Persons have been identified then

2.2.8(d) — Fourthly Priority to persons moving to the Borough of Ribble Valley \_\_\_\_\_ to offer support or receive support from a close family member who is living in the Borough of Ribble Valley

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HOWEVER after a period of a further 20 weeks no eligible Qualifying Person has been identified as satisfying all of the criteria in clauses 2.2.1 to 2.2.4 (ranked in priority) then the Owners shall be at liberty to market and grant a tenancy of the Dwelling to a person NOT being a Qualifying Person at the open market rent (as determined by the Owners surveyor) for the Dwelling or to sell the Dwelling at the open market value to a non qualifying person at its sole discretion

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Provided always that in selecting its tenant the Owner shall take notice of the priority as detailed in clauses 2.2.4 to 2.2.8

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3.1 In determining whether the appropriate The Owners shall ensure that Qualifying Persons satisfies the geographical occupancy element of the criteria evidence criteria for

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\*Local connection shall be established by reference to the electoral roll at the time of the application for the tenancy a specified time the onus will be on the potentially qualifying person approved persons to provide proof of residence eg utility bills if they are not on the electoral register

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3.2 In determining whether the appropriate Qualifying Persons satisfies the Local connection based on employment element of the criteria evidence will be

adduced by way of references and/or confirmation of employment history  
from the current employer

~~3.3~~ In determining whether the appropriate Qualifying Persons satisfies the  
chronological occupancy element of the criteria evidence will be adduced

~~Verify five out of the last ten years connection by placing the onus on the potentially~~  
qualifying person ~~approved person~~ to provide supporting evidence eg council  
tax records electoral rolls etc

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(e) ~~Eligibility criteria income~~

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~~The Owners shall ensure that the dwellings are allocated to Qualifying~~  
~~Persons who meet the requirements of this Agreement and will~~

(i) ~~ensure persons have sufficient income to support the rental of the dwelling~~  
~~but that they could not afford to purchase the dwelling on the open market~~

(ii) ~~ensure persons have a satisfactory credit history~~

(iii) ~~have sufficient funds to cover any legal costs involved in entering into the~~  
~~tenancy~~

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## Schedule 2

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### Planning Permission

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THE COMMON SEAL OF RIBBLE )

VALLEY BOROUGH COUNCIL was )

hereunto affixed to this Deed in the )

presence of: )

Mayor

Chief Executive

**SIGNED AS A DEED** by )  
in the presence of: )

Witness signature:

Witness name:

Witness address:

Witness occupation:

**SIGNED AS A DEED** by )  
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