

DATED 1st November 2012

RIBBLE VALLEY BOROUGH COUNCIL

- AND -

BERNARD HINDLE & ELIZABETH ANNE HINDLE

-AND-

NATIONAL WESTMINSTER BANK PLC

A G R E E M E N T

Under Section 106 Town and Country Planning Act 1990

relating to property known as

Old Whalley Nurseries, Lamb Row , Clitheroe Road Whalley

Head of Legal & Democratic Services
Ribble Valley Borough Council
CLITHEROE

THIS AGREEMENT is made the

1st

day of November Two

thousand and twelve BETWEEN RIBBLE VALLEY BOROUGH COUNCIL of Council

Offices Church Walk Clitheroe Lancashire BB7 2RA (hereinafter called "the Council") of the

one part and BERNARD HINDLE and ELIZABETH ANNE HINDLE of The Lodge, Clitheroe

Road, Whalley, Clitheroe, Lancashire, BB7 9AD (hereinafter called "the Owners") of the

second part and NATIONAL WESTMINSTER BANK PLC (Company Reg No. 929027) of

whose registered office is at 135 Bishopsgate, London EC2M 3UR and whose address for service

~~PO Box 631 Barbirolli Square, Manchester M60 2FT~~ (hereinafter called "the Mortgagee") of

is Credit Documentation, PO Box 339, Manchester M60 2AH

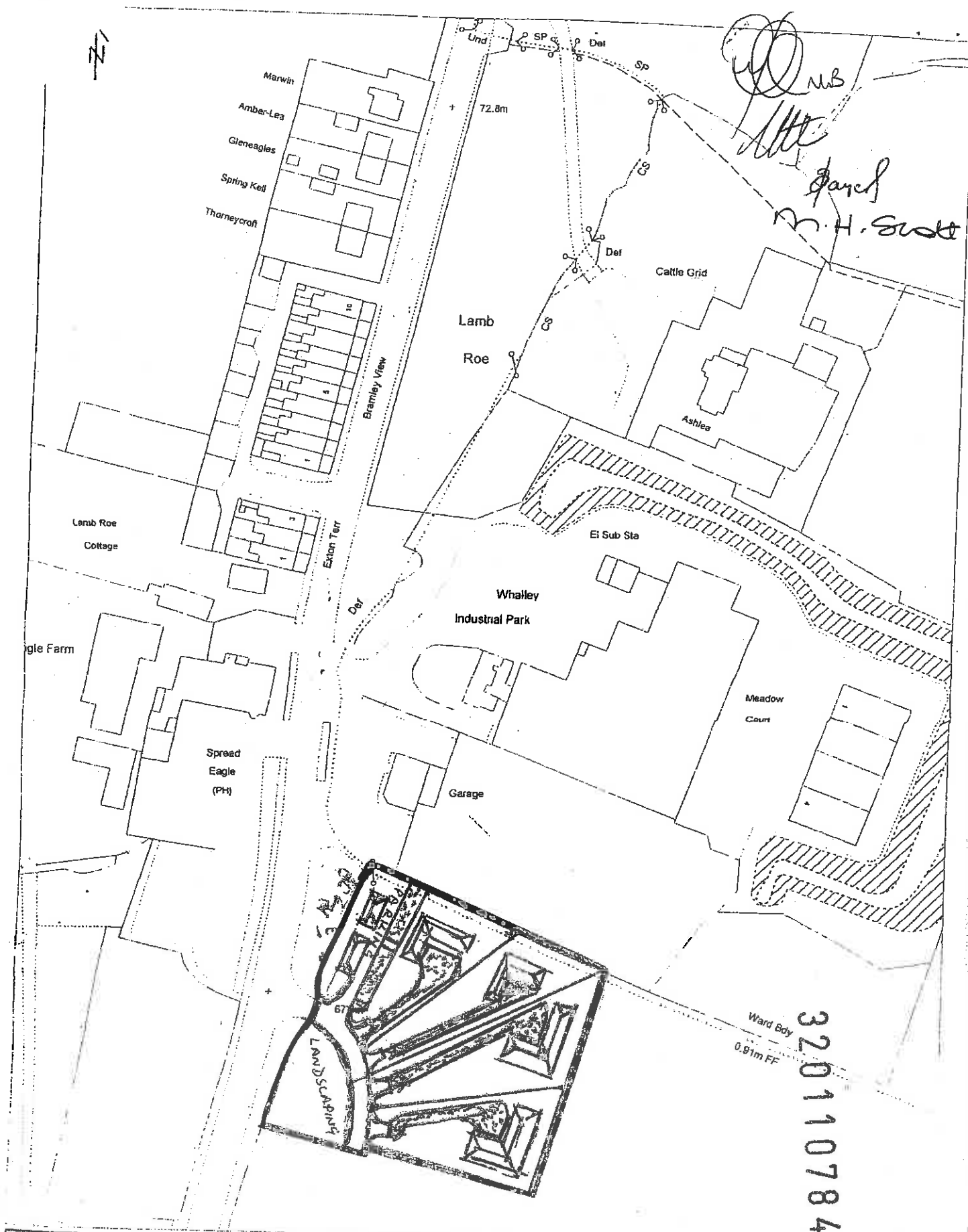
the third part

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 Old Whalley Nurseries Clitheroe Road Whalley BB7 9AQ(hereinafter called "the Property") shown edged red on the plan attached hereto is situated_____
- 2) The Owners are the owners of the freehold estate of the Property which is registered at HM Land Registry with Absolute Title under Title Number LA836908
- 3) The Owners have by written application dated the 26TH September 2011 applied to the Council for permission to develop the Property as detailed in the plans and particulars deposited with the Council under reference 3/2011/0784
- 4) By a Legal Charge dated 10 May 2004 made between the Owners and the Mortgagee the Property was mortgaged by the Owners to the Mortgagee
- 5) 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 subject to the Owners and the Mortgagee entering into this Agreement under Section 106 of the Town and Country Planning Act 1990_____

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



Site 239 Garden Centre, Clitheroe Road, Barrow

Scale: 1:1250 SD7337NE Do not scale from this plan. © Crown Copyright. All rights reserved. Licence No. 100018641 March 2009

PROPOSED

GRID REF. 73573750

property and bind 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" and "the Mortgagee" 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_____
4. This Agreement is made as a Deed and is a Local Land Charge registered under the Local Land Charges Act 1975.

IN WITNESS whereof the parties 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 LA836908
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:
 - 3.1 that two – one bedroom bungalows of the six houses to be built, shall not be sold by the Owners other than to an Approved Person as defined at Clause 5 below and the sale price shall be at a 40% discount to the Open Market Value.
 - 3.2 that the Owners do not themselves occupy the bungalows.

3.3 that in respect of the sale of the house that on each and every disposal that the sale price of the house shall be not less than 40% below the Open Market Value at the time of completion of construction of the house in the first instance and at the time of sale in other cases and details of the Open Market Value and the proposed sale price shall be submitted to the Council for approval prior to any sale taking place and such approval shall not be unreasonably withheld or delayed.

4. "Open market value" in clause 3 above shall mean the best price at which the interest in the house might reasonably be expected to be sold by private treaty at the date of valuation assuming the willing seller and a reasonable period within which to negotiate the sale and should be established by a qualified independent chartered surveyor not acting for either party in the transaction.

5 The Approved Person shall fulfil the criteria in the following order of priority:-

5.1 Firstly buyers who can demonstrate a housing need requirement for the type of House who are over 55 yrs in order of priority either

5.1.1 currently living in the Parish of Whalley for more than 10 years or

5.1.2 currently living in the Parish of Whalley and have done so continually for between 5 to 10 years

5.1.3 currently living in the Parish of Whalley and have done so continually for a minimum of 12 months

5.1.4 currently permanently employed in the Parish of Whalley for a minimum of 12 months and are employed for a minimum of 18 hours per week paid or unpaid or

5.1.5 Persons who at least one of the adult applicants have next of kin who have lived in the Parish of Whalley continually for a minimum of five years. Next of kin for the purposes of this clause shall be defined as mother, father, brother, sister or adult dependant children.

5.1.6 Persons who are former residents of the Parish of Whalley who have been forced to move from the Parish because of a lack of affordable housing in the Parish

5.2 Secondly buyers who can demonstrate a housing need requirement for the type of House who are either

5.2.1 currently living in the Parishes of Read ,Sabden , Wiswell , Little Mitton and Billington and Langho for more than 10 years or

5.2.2 currently living in the Parishes of Read ,Sabden , Wiswell , Little Mitton and Billington and Langho and have done so continually for between 5 to 10 years or

5.2.3 currently living in the Parishes of Read ,Sabden , Wiswell , Little Mitton and Billington and Langho and have done so continually for a minimum of 12 months

5.2.4 currently permanently employed in the Parishes of Read ,Sabden , Wiswell , Little Mitton and Billington and Langho for a minimum of 12 months and work for a minimum of 18 hours per week paid or unpaid or

5.2.5 Persons who at least one of the adult applicants have next of kin who have lived in the Parishes of Read ,Sabden , Wiswell , Little Mitton and Billington and Langho continually for a minimum of five years. Next of kin for the purposes of this clause shall be defined as mother, father, brother, sister or adult dependant children.

5.2.6 Persons who are former residents of the Parishes of Read ,Sabden , Wiswell , Little Mitton and Billington and Langho who have been forced to move from the Parish because of a lack of affordable housing in the Parish

5.3 Thirdly buyers who can demonstrate a housing need requirement for the type of House who are either

5.3.1 currently living in the Borough of Ribble Valley for more than 10 years or

5.3.2 currently living in the Borough of Ribble Valley and have done so continually for between 5 to 10 years or

5.3.3 currently living in the Borough of Ribble Valley and have done so continually for a minimum of 12 months or

5.3.4 currently permanently employed in the Borough of Ribble Valley for a minimum of 12 months and work for a minimum of 18 hours per week paid or unpaid or

5.3.5 Persons who at least one of the adult applicants have next of kin who have lived in the Borough of Ribble Valley continually for a minimum of five years. Next of kin for the purposes of this clause shall be defined as mother, father, brother, sister or adult dependant children.

5.3.6 Persons who are former residents of the Borough of Ribble Valley who have moved from the Borough because of a lack of affordable housing in the Borough

5.3.7 The owner shall market the property to households in the parish of Whalley for 2 months , neighbouring parishes for 2 months and within the borough for 2 months.

5.4 In the event that the Owners are unable to dispose of the House to an Approved Person because it is unable to find a person who meets the definition of Approved Person in this Agreement then the Owners shall use reasonable endeavours to market the House to a potential Approved Person for a period of at least six months. If at the end of the period of six months in which the House has been marketed and no Approved Person has been identified then the Owners may dispose of the House to a person who is not an Approved Person. The six month marketing period shall begin from the date that the Council is notified in writing that marketing is to commence.

5.5 The Council shall confirm its approval or otherwise to the proposed Approved Person within 5 working days from the Owners giving notice to the Council. Any Mortgagee shall prior to seeking to dispose of the Affordable Housing Units pursuant to any default under the terms of its mortgage or charge shall give not less than [2] months' prior notice to the Council of its intention to dispose and:

- (a) in the event that the Council responds within [1] months from receipt of the notice indicating that arrangements for the transfer of the Affordable Housing Units can be made in such a way as to safeguard them as Affordable Housing then the Mortgagee shall co-operate with such arrangements and use its best endeavours to secure such transfer
- (b) if the Council does not serve its response to the notice served under paragraph 5.5.(a) within the [1] month then the Mortgagee shall be entitled to dispose free of the restrictions set out in paragraphs 3 to 5.4 of the First Schedule
- (c) if the Council or any other person cannot within [2] months of the date of service of its response under paragraph 5.5.(a) secure such transfer then provided that the Mortgagee shall have complied with its obligations under paragraph 5.5(a) the Mortgagee shall be entitled to dispose free of the restrictions set out in paragraph 3 to 5.4 of the First Schedule

PROVIDED THAT at all times the rights and obligations in this paragraph 5.5. shall not require the Mortgagee to act contrary to its duties under the charge or mortgage and that the Council must give full consideration to protecting the interest of the Mortgagee in respect of moneys outstanding under the charge or mortgage

5.6 Not more than 50 % of the market units shall be occupied before the two Affordable Housing Units are completed and ready for occupation.

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

BERNARD HINDLE X

IN THE PRESENCE OF:-

Witness sign X

Witness name X

Witness address X

Witness Occupation X



SIGNED AS A DEED BY

ELIZABETH ANNE HINDLE X

IN THE PRESENCE OF:-

Witness sign X

Witness name X

Witness address X

Witness occupation X

EXECUTED AND DELIVERED AS A DEED

by NATIONAL WESTMINSTER BANK PLC acting

authority of the Board of Directors

Authorised Signatory

Signed and Delivered as a deed

For and on behalf of

National Westminster Bank

By a duly authorised Attorney

In the presence of GOLDON CRITEN