

Dated 15th September 2017

RIBBLE VALLEY BOROUGH COUNCIL

and

LANCASHIRE COUNTY COUNCIL

and

BDW TRADING LIMITED

Third Supplemental Agreement

pursuant to Section 106 of the Town and Country Planning
Act 1990 relating to the land at the South of Mitton Road,
Whalley

This Deed is made the

15th

day of September 2017

By

1. RIBBLE VALLEY BOROUGH COUNCIL of Council Offices, Church Walk, Clitheroe, Lancashire BB7 2RA (Council) and
2. LANCASHIRE COUNTY COUNCIL of County Hall, Fishergate, Preston, Lancashire PR1 8XJ (County Council)
3. BDW TRADING LIMITED (Company Registration Number 03018173) whose registered office
Coalville,

Whereas

- A. le between
on (3) BDW
1 reference
3/2012/0637 ("the Planning Permission") and as varied by a Supplemental Agreement dated 31 May 2016 in respect of the planning permission reference 3/2016/0226 and as varied by a Second Supplemental Agreement dated 26th January 2017 in respect of the planning permission reference 3/2016/0144
- B. The Owner is registered as the proprietor of the Site, as defined in the Original Agreement comprised within Land Registry Title Number LA837211 shown shaded purple on Plan 1 of the Original Agreement
- C. The Owner has submitted an application to the Council under reference 3/2017/0628 add in an additional Affordable Housing Unit (the "Application").
- D. The Council, the County Council and the Owner have agreed to enter into this Deed for the purpose of providing that the Original Agreement will apply and be enforceable in relation to the Planning Permission and the new planning permission to be granted by the Council pursuant to the Application and shall continue to apply in all respects and at all times in respect of all parts of the Property
- E. All references, clauses, definitions and paragraphs refer to the Original Agreement (unless expressly stated otherwise) and are used in this Deed.

NOW THIS DEED WITNESSETH as follows:

1. This Deed is made pursuant to Section 106 of the Town and Country Planning Act 1990 (as amended) Section 111 of the Local Government Act 1972 and all other enabling powers with the intent that the obligations contained in this Deed shall run with and bind the Property
2. The Owner for itself and its successors in title to the Property hereby covenants and agrees with the Council and the County Council that with effect from the date of any planning permission granted pursuant to the Application and at all times thereafter:

2.1. the planning obligations on the Property as set out in the Original Agreement shall apply to and be enforceable against the Owner in relation to the Planning Permission and the planning permission to be granted pursuant to the Application in the manner and subject to the same terms and conditions and other provisions as those set out in the Original Agreement

2.2. the Original Agreement shall continue in full force and effect and be binding subject to the provisions this Deed

3. Variation

The definition of Affordable Housing Units in the Original Agreement shall be deleted and replaced with the following:-

"Affordable Housing Units" means Affordable Housing in the total number of which to be provided will be 30% of the total number of Dwellings (being 11 x 1 bedroom bungalows, 21 x 2 bedroom houses and 10 x 3 bedroom houses) to be erected on the Site and reference to Affordable Housing Unit" shall mean any one of the Affordable Housing Units."

4. Legal costs

The Owner shall pay the Council's reasonable legal costs in the negotiation and completion of this Deed.

IN WITNESS of which the parties have executed this Deed on the date first written above

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

MAYOR

CHIEF EXE

THE COMM
was affixe

AUTHORISI

Signature

Name (in block capitals)..

SIGNED as a DEED
on behalf of
BDW TRADING LIMITED
by

and

in exercise of the Power conferred upon them by a
Power of Attorney dated 3rd February 2017
who have hereunto set the name of BDW Trading Limited
in the presence of - ^

Signature

Name (in I

Address...

.....

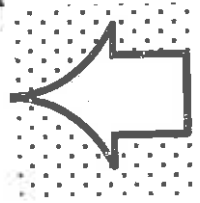
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WLR