

320180677P

DATED

2018

RIBBLE VALLEY BOROUGH COUNCIL

- and -

PAUL TREVOR WASDELL & LINDA WASDELL

# A G R E E M E N T

Under Section 106 Town and Country Planning Act 1990

relating to property known as

**Dove Cottage  
Mill Farm Lane  
Slaidburn Road  
Waddington  
Clitheroe  
BB7 3JJ**

**DE RICE LLB  
Head of Legal and Democratic Services  
Ribble Valley Borough Council  
CLITHEROE**

## **Planning Obligation by Deed of Agreement under Section 106 of the Town and Country Planning Act 1990**

relating to the change of use of Dove Cottage, Mill Farm lane, Slaidburn Road Waddington Clitheroe BB7 3JJ ("the Property") from a dwelling that is subject to a restriction permitting its use for holiday use only to one that is subject:-

1. Firstly, to a local occupancy condition; and
  2. Secondly to one which restricts future sales of the Property for a consideration greater than Open Market Value ("OMV"), as hereinafter defined, to be determined in manner hereinafter set out at the date of a future sale minus forty percent (40%) of OMV.
- and which are collectively defined as "the Restrictions"-

**THIS AGREEMENT** is made the \_\_\_\_\_ day of \_\_\_\_\_ Two thousand and eighteen **B E T W E E N** **RIBBLE VALLEY BOROUGH COUNCIL** of Council Offices Church Walk Clitheroe Lancashire BB7 2RA (hereinafter called "the Council" ) of the one part and **PAUL TREVOR WASDELL & LINDA WASDELL** of Heatherview Mill Farm Lane Slaidburn Road Waddington Clitheroe BB7 3JJ ("the Owners") of the other part\_\_\_\_\_

**WHEREAS:-**

- (1) The Council is the local planning authority for the purposes of the Town and Country Planning Act 1990 (as amended) ("the Act") for the area within which certain property known as Dove Cottage Mill Farm Lane, Slaidburn Road Waddington BB7 3JJ and being registered under title number LAN144720 ("the Property") is situated and shown edged red on the plan ("the Plan") annexed to this Agreement\_\_\_\_\_
- (2) The Owners are seised of the fee simple in possession of the Property.
- (3) The Owners on the \_\_\_\_\_ day of ..... Two thousand and eighteen applied to the Council for planning permission to vary condition 3 of planning permission 3/2010...../0572 such planning permission being dated the \_\_\_\_\_ day of \_\_\_\_\_ to enable the Property being a three bedroom holiday let to form a discounted housing unit together also with a local occupancy restriction as more fully set out in the application form deposited under the Council's reference 3/20...../.....P.
- (4) The Council is satisfied that the change of use of the Property is such as may be approved by it under the Act but subject to the Owner entering into an Agreement with the Council under the provisions of Section 106 of the Act as extended by Section 33 of the Local Government (Miscellaneous Provisions) Act 1982 ("the 1982 Act")

**NOW THIS DEED WITNESSETH** as follows:

1. **THIS** Agreement is made under the provisions of Section 106 of the Act as

extended by the 1982 Act.

2. **THIS** Agreement is conditional upon the grant of planning permission for application number 3/2018/..... P and the implementation of the same.
3. **THE** Owners hereby covenant with the Council that the Property shall be permanently subject to the restrictions regulating it as hereinafter contained and the purpose and intent of the Restrictions shall be registered upon the Owners' title to the Property
4. **THE** restrictions referred to in the preceding clause are as follows:
  - (1) that the Owners shall not allow or permit the transfer of the Property to any person other than:-
    - a. at a discounted sum ("the Discounted Sum") as is hereinafter defined; and
    - b. to an approved person ("an Approved Person") as is further hereinafter defined as defined at clause 4(5)
  - (2) that the first of each and every transfer of the Property shall provide that each and every disposal of the Property shall be at the Discounted Sum (as hereinafter defined) to an Approved Person as more particularly set out in Clause 4 (5) below.
  - (3) "Discounted Sum" in Clauses 4(1) and 4(2) hereof shall mean in respect of a sale that on each and every sale of the Property, the sale price of the Property shall be no greater than the open market value ("OMV") ( as defined in clause 4(4) ) of the Property) minus forty per cent (40%) of OMV at the time of sale and the proposed sale price shall be submitted to the Council for approval prior to any sale taking place such approval not to be unreasonably refused withheld or delayed.
  - (4) "open market value" in Clause 4(3) hereof shall mean such sum as the Council and the Owners shall agree is the best estimated amount for which the Property should raise on the Valuation Date between a willing buyer

(excluding any special purchaser) and a willing seller in an arm's length transaction after proper marketing wherein the parties had each acted knowingly prudently without compulsion and might consequentially reasonably be expected to be sold by Private Treaty free of any restrictions whatsoever at the Valuation Date and shall be established in accordance with Clause 4(7) PROVIDED ALWAYS THAT there shall be taken into account the provisions of the RICS Valuation-Global Standards 2017, effective 1 July 2017.

(5) "approved person" in Clauses 4(1) and 4(2) hereof shall mean those persons being:-

- (a) first time buyers currently resident in the parish of Waddington or an adjacent parish in the Borough of Clitheroe ("the Borough")
- (b) people aged over 55 and resident in the parish of Waddington or an adjoining parish.
- (c) those employed within a five mile radius of Waddington but living more than five miles from their place of employment\_\_\_\_\_
- (d) those who have lived in Waddington for any five of the last ten years having left to find suitable accommodation elsewhere and also with close family living in the village.
- (e) those who are about to take up employment within a five mile radius of Waddington
- (f) those over the age of 55 moving to Waddington to be cared for supported and/or near to family and/or relatives\_
- (g) other special circumstances in addition to those outlined above may exist and these will be considered on their merits in conjunction with Ribble Valley Borough Council's Housing Manager and details of the proposed occupier shall be submitted to the Council for approval whenever the occupier is to change and such approval not to be

unreasonably withheld or delayed **PROVIDED FURTHER THAT:-**

- (h) in the event that the Council shall fail to give a decision in response to an application for approval of a person within fifteen working days from the receipt by the Council of the application for approval then such application shall be deemed to be approved and the person the subject of that application is deemed to be an Approved Person; and
  - (i) in the event that in respect of each and every disposal three independent persons making application to the Council for approved person status and the Council has refused to give approved person status to any and each of those applicants or the Owners have not found a person with approved person status within four months of the first effort to find such person and the Owners or any subsequent owner of a unit shall have used all reasonable efforts to produce to the Council for approval a person then the Owners or any subsequent owner of the Property shall be entitled on giving fifteen working days' notice to the Council to convey the same to any person (not being an approved person) but subject to such unit being disposed of at
- (6) "disposal" in Clause 4(2) 4(3) and 4(5) hereof shall mean a sale of a unit at the discretion of the Owners or subsequent owner(s) and includes any subsequent resale
- (7) where any dispute or difference arises with regard to the construction and evaluation of "open market value" in connection with this Agreement then such dispute or difference shall be and is hereby referred to an independent expert for his final decision such expert to be agreed between the parties in dispute and failing agreement within fourteen days after either party has given to the other a written request to concur in the appointment of an expert a person to be appointed on the request of either party by the President for the time being of the Royal Institution of Chartered Surveyors whose award

shall be final and binding

- (8) any notice or other communication given or made in accordance with this Agreement shall be in writing and may (in addition to any other effective mode of service) be sent by recorded delivery or registered post to the Housing Manager for the time being of the Council at the address of the Council shown on the first page of this Agreement or at such other address as may from time to time have been notified to the sender as being the address for service of the relevant party for the purposes of this Agreement
- (9) to supply to the Council (within two weeks of the Council's written request to do so) such information as the Council may reasonably require in order to determine whether the Owners' Restrictions are being observed

- 5. **THE** Owners further agree that no compensation shall be payable by the Council as a result of the restrictions contained in this Agreement\_\_\_\_\_
- 6. **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

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

**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 )

**PAUL TREVOR WASDELL** )

\_in the presence of

Witness signature

Witness name

Witness address

**SIGNED AS A DEED** by

**LINDA WASDELL**

In the presence of

Witness signature

Witness name

Witness address