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DATED

**SUPPLEMENTAL AGREEMENT UNDER SECTION 106 OF THE TOWN AND COUNTRY
PLANNING ACT 1990 RELATING TO THE DEVELOPMENT OF LAND AT
LAWSONSTEADS FARM, EAST CLITHEROE, ROAD, WHALLEY**

Between

Ribble Valley Borough Council

and

Lancashire County Council

and

Alan Coates and Peter Coates

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This deed is dated [] 2024

Parties

- (1) RIBBLE VALLEY BOROUGH COUNCIL of the Council Offices, Church Walk, Clitheroe Lancashire BB7 2RA (“**the Council**”)
- (2) LANCASHIRE COUNTY COUNCIL of PO Box 78 County Hall, Fishergate, Preston, Lancashire, PR1 8XJ (“**the County Council**”)
- (3) ALAN COATES and PETER COATES both of Hill Farm, Hill Lane, Hirst Green, Lancashire, BB7 9QT (“**the Owner**”)

BACKGROUND

- (A) The Council is the district planning authority for the purposes of the TCPA 1990 for the area in which the Property is situated.
- (B) The County Council is the education authority for the purposes of Education Act 1996
- (C) The Owner is the freehold owner of the Property free from encumbrances.
- (D) On the 15th October 2013, the Council, the County Council and the Owner entered into the Original Agreement.
- (E) The parties have agreed that the provisions relating to the reservation of the “Primary School Land” so that this shall be removed from the Original Agreement
- (F) Without prejudice to the terms of the other covenants contained in the Original Agreement, the parties have agreed to vary the terms of Original Agreement as set out in this deed.
- (G) This agreement is made under section 106A of the TCPA 1990 and is supplemental to the Original Agreement.

Agreed terms

1. Interpretation

The following definitions and rules of interpretation apply in this deed.

1.1 Definitions:

Original Agreement: the agreement made under section 106 of the TCPA 1990 dated 15th October 2013 between the Council the County Council and the Owner.

- 1.2 Unless the context otherwise requires, all words and phrases defined in the Original Agreement shall have the same meaning in this deed.
- 1.3 Clause headings shall not affect the interpretation of this deed.
- 1.4 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.7 A reference to any party shall include that party's personal representatives, successors or permitted assigns and in the case of the Council or County Council the successors to their,
respective statutory functions.
- 1.8 Unless the context otherwise requires, a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.9 Unless the context otherwise requires, a reference to a statute or statutory provision shall include any subordinate legislation made from time to time under that statute or statutory provision.
- 1.10 Any words following the terms "including, include, in particular, for example" or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.11 Where an obligation falls to be performed by more than one person, the obligation can be enforced against every person so bound jointly and against each of them individually.

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2. Statutory provision

This deed is made pursuant to the provisions of sections 106 and 106A of the TCPA 1990, section 111 of the Local Government Act 1972, section 1 of the Localism Act 2011 and any other enabling powers.

3. Variations to the Original Agreement

- 3.1 The following definitions at clause 1.1 of the Original Agreement shall be deleted:
- (a) 'Land Trigger Event'
 - (b) 'Primary School Land'

3.2 Paragraph 3.1 to 3.11 of the Fourth Schedule to the Original Agreement

Commented [KA1]: Is this to be deleted? If so please add in the words "shall be deleted" - county accept its deletion

3.3 In all other respects, the Original Agreement (as varied by this deed) shall remain in full force and effect.

4. Covenants to the Council

The Owner covenants to observe and perform the covenants, restrictions and obligations contained in the Original Agreement to the Council as varied by this deed.

5. Covenants to the County Council

The Owner covenants to observe and perform the covenants, restrictions and obligations contained in the Original Agreement to the County Council as varied by this deed.

6. Local land charge

This deed is a local land charge and shall be registered as such by the Council.

7. Endorsement

Promptly following completion of this deed, the Council shall endorse a memorandum of variation on the Original Agreement in the following terms:

"This Agreement has been varied by a supplemental agreement dated [] and made between (1) Ribble Valley Borough Council (2) Lancashire County Council and (3) Alan Coates and Peter Coates

8. Third party rights

A person who is not a party to this deed does not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this deed.

9. Governing law

This deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) will be governed by and construed in accordance with the law of England and Wales.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

The common seal of RIBBLE VALLEY
BOROUGH COUNCIL

was affixed to this document in the presence
of:

Authorised signatory

The common seal of LANCASHIRE COUNTY
COUNCIL

was affixed to this document in the presence
of:

Authorised signatory

EXECUTED AS A DEED by Alan Coates

In the presence of

Witness signature

Witness Name

Witness Address

EXECUTED AS A DEED by Peter Coates

In the presence of

Witness signature

Witness Name

Witness Address

