

3/94/0069 - contains
S106 agreement

Baygate Sam
(courtesy pursuits)
3/02/0456

Baygate Sam
(grannyan.exe)
3/02/0888

relating to
Cringle Way,
Colthirst Drive,
Kiln Close,
Cringle Fold.

S106 agreement
relating to Crowther Homes
Development.

THIS AGREEMENT is made the *Twelfth* day of *September* One Thousand Nine Hundred and Ninety-four BETWEEN RIBBLE VALLEY BOROUGH COUNCIL whose office is at Church Walk Clitheroe in the County of Lancashire (hereinafter called "the Council") of the first part and CROWTHER HOMES LIMITED whose registered office is at Helm Bank Natland Kendal (hereinafter called "the owner") of the second part and BARCLAYS BANK PLC of PO Bcx 25 9 Highgate Kendal Cumbria (hereinafter called "the Bank")

WHEREAS:-

- (1) The Council is the Local Planning Authority for the purposes of the Town and Country Planning Act 1990 for the area within which the land known as Chatburn Road Clitheroe (hereinafter called "the land") is situated and shown edged red on the plan annexed to this Agreement (hereinafter called "the plan")
- (2) (a) The Owner is the Owner in fee simple in possession free from incumbrances of the land
- (2) (b) By a Legal Charge dated 23rd February 1994 the land was charged by the Owner to the Bank
- (3) The Owner on the twenty-seventh day of January One Thousand Nine Hundred and Ninety-four applied to the Council for planning permission for residential development as more fully shown in the application form together with the accompanying plans all deposited under the Council's reference
- (4) The Council is satisfied that the development is such as may be approved by it under the said Act of 1990 but subject to the Owner entering into an Agreement with the Council under the provisions of Section 106 of the said Act of 1990 as amended and extended by Section 33 of the Local Government (Miscellaneous Provisions) Act 1982
- (5) The residential units to be built on the land shall be referred to in this Agreement

as "the houses"

NOW THIS DEED WITNESSETH as follows:-

1. THIS Agreement is made under the provisions of Section 106 of the said Act of 1990 as extended by Section 33 of the said Act of 1982
2. THIS Agreement is conditional upon the grant of planning permission for application number 3/94/0069 and the implementation of the same in whole or in part
3. THE Bank but so as not to impose any liability on the Bank except during such time as the Bank is in possession of the land and the Owner hereby covenant with the Council that the land shall be permanently subject to the restrictions regulating the development thereof as hereafter contained and the purpose and intent of such covenants shall be endorsed by way of memorandum on the Owner's title deeds relating to the land
4. The said restrictions referred to in the preceding clause are as follows:-
 - (1) that at least twelve of the houses shall be available for rent
 - (2) that on completion of the houses or as soon as possible thereafter the Owner shall convey or rent each and every one of the houses at low cost to an approved person
 - (3) that the first of each and every conveyance or letting of the houses shall provide (by way of a covenant in favour of the Owner) that each and every disposal of the houses shall be at low cost to an approved person in accordance with the provisions of this Agreement
 - (4) (a) "low cost" in Clauses 4(2) and 4(3) hereof shall mean in respect of sale that on each and every disposal the sale price of the house shall be 15% below the open market value at the time of

completion of construction of the houses 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

(b) where any house is to be let "low cost" shall mean a rental 10% below current economic rent and details of the proposed rent shall be agreed with the Council before any property is let and such approval shall not be unreasonably withheld or delayed

(5) "open market value" in Clause 4(4)(a) hereof 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 a willing seller and a reasonable period within which to negotiate the sale and shall be established by a qualified Chartered Surveyor not acting for either party in the transaction

(6) "current economic rent" in Clause 4(4)(b) hereof shall mean the best rent that can be obtained for a term of at least 12 months on the basis that the tenant is responsible for internal repairs only and shall be established by Ribble Valley Borough Council by reference to the District Valuer for the Ribble Valley area. The owner of the house for rent will be responsible for payment of the reasonable fee charged by the District Valuer for the valuation

(7) "approved person" in Clauses 4(2) and 4(3) hereof shall mean

(a) first time buyers currently resident in the Ribble Valley (the administrative area of Ribble Valley Borough Council as at the

date of this Agreement)

- (b) elderly people resident in the Ribble Valley (those aged 55 years and over)
- (c) those employed within a five mile radius of Clitheroe but living more than five miles from their place of employment
- (d) those who have lived in Clitheroe for any five of the last ten years having left to find suitable accommodation elsewhere and also with close family living in the town
- (e) those who are about to take up employment within a five mile radius of Clitheroe
- (f) 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 Housing Officer 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 THAT
- (g) 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
- (h) 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 and the Owner or any subsequent owner of a house shall have used all reasonable efforts to produce to the Council for approval a person with a need for low cost housing then the Owner or any subsequent owner of a house shall be entitled on giving fifteen working days notice to the Council to convey or rent the same to any person (not being an approved person) but subject to such house or flat being disposed of or rented at low cost and

- (i) in the event that the Owner or any subsequent owner of a house shall be unable to produce to the Council a person having a need for low cost housing as aforesaid (having used its or their reasonable endeavours so to do) then the Owner or such subsequent owner shall be entitled to dispose of such house on giving fifteen working days notice to the Council to a person (not being an approved person) but subject to such disposal being at low cost
- (8) "disposal" in Clause 4(3) 4(4) and 4(7) hereof shall mean a sale or letting of a house at the discretion of the Owner or subsequent owner and includes any subsequent resale or reletting
 - (9) 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 the arbitration and final decision of a person 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 arbitrator 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

(10) 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 Chief Housing Officer at the address of that party 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

(11) 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 covenants are being observed

(12) The owner hereby agrees to provide a surface water drainage system that fully complies with the necessary surface run-off rate. The details of the said system to be agreed with the local planning authority before development commences

(13) The Owner agrees to provide and install suitable play equipment on the approved play area in accordance with a schedule to be given in writing by the local planning authority and to pay a commuted sum equivalent to 5 years annual maintenance costs in respect of the approved open space, play area and its equipment payment of the commuted sum to coincide with the adoption by the Council of the open space and play area

5. THE Owner further agrees that no compensation shall be payable by the Council as a result of the covenants contained in this Agreement

6. THE expressions "the Council" and "the Owner" 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 land or the relevant part or parts thereof

SEALED on behalf of RIBBLE)
VALLEY BOROUGH COUNCIL in the)
presence of:-)

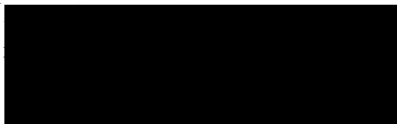


Authorised Signatory

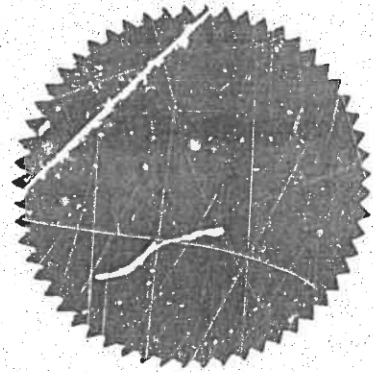
THE COMMON SEAL of CROWTHER)
HOMES LIMITED was hereunto affixed)
in the presence of:-)



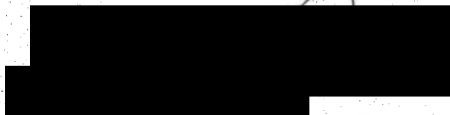
Director



Secretary



THE COMMON SEAL of BARCLAYS)
BANK PLC was hereunto affixed in)
the presence of:-)



ASSISTANT RISK MANAGEMENT DIRECTOR

Authorised Signatory

Authorised Signing Officer

51/94/305



WROTHAM
NEWBURY
CHERTON AM
RIPON
YORK

CHATBURN ROAD
BM 92.74M

GREEN DRIVE

KILN CLOSE

COLTHURST DRIVE

Orange Fold

CRINGLE WAY

High Brake
90.8m

LONG CLOSE

COLTHIRST DRIVE

94/0069

Properties adjacent to
Highway are covered for
a sec 106 Agreement next to
Highway

95/0313

SP
MP 36

