

DATED

3rd July

2006

RIBBLE VALLEY BOROUGH COUNCIL

- and -



DUPLICATE/

## A G R E E M E N T

Under Section 106 Town and Country Planning Act 1990

relating to property known as

Flat 1 at 10 Moor Lane Clitheroe

Lancashire BB7 1BE

DIANE RICE

Legal Services Manager  
Ribble Valley Borough Council  
CLITHEROE

**THIS AGREEMENT** is made the third day of  
July, Two thousand and six **BETWEEN RIBBLE VALLEY**  
**BOROUGH COUNCIL** of Council Offices Church Walk Clitheroe Lancashire  
(hereinafter called "the Council") of the one part and [REDACTED]

[REDACTED]  
(hereinafter called "the Owners") of the second 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 the first floor 10 Moor Lane Clitheroe Lancashire (hereinafter called "the Property") shown edged red on the plan attached hereto is situated \_\_\_\_\_
- (2) The Owners are seised of the fee simple in possession of the Property which is registered at HM Land Registry with Absolute Title under Title Number LA800706 \_\_\_\_\_
- (3) The Owners have by written application dated the thirtieth day of August Two thousand and five applied to the Council for permission to develop the Property as detailed in the plans and particulars deposited with the Council under reference 3/2005/0768/P \_\_\_\_\_
- (4) 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 \_\_\_\_\_

**NOW THIS DEED WITNESSETH** as follows:-

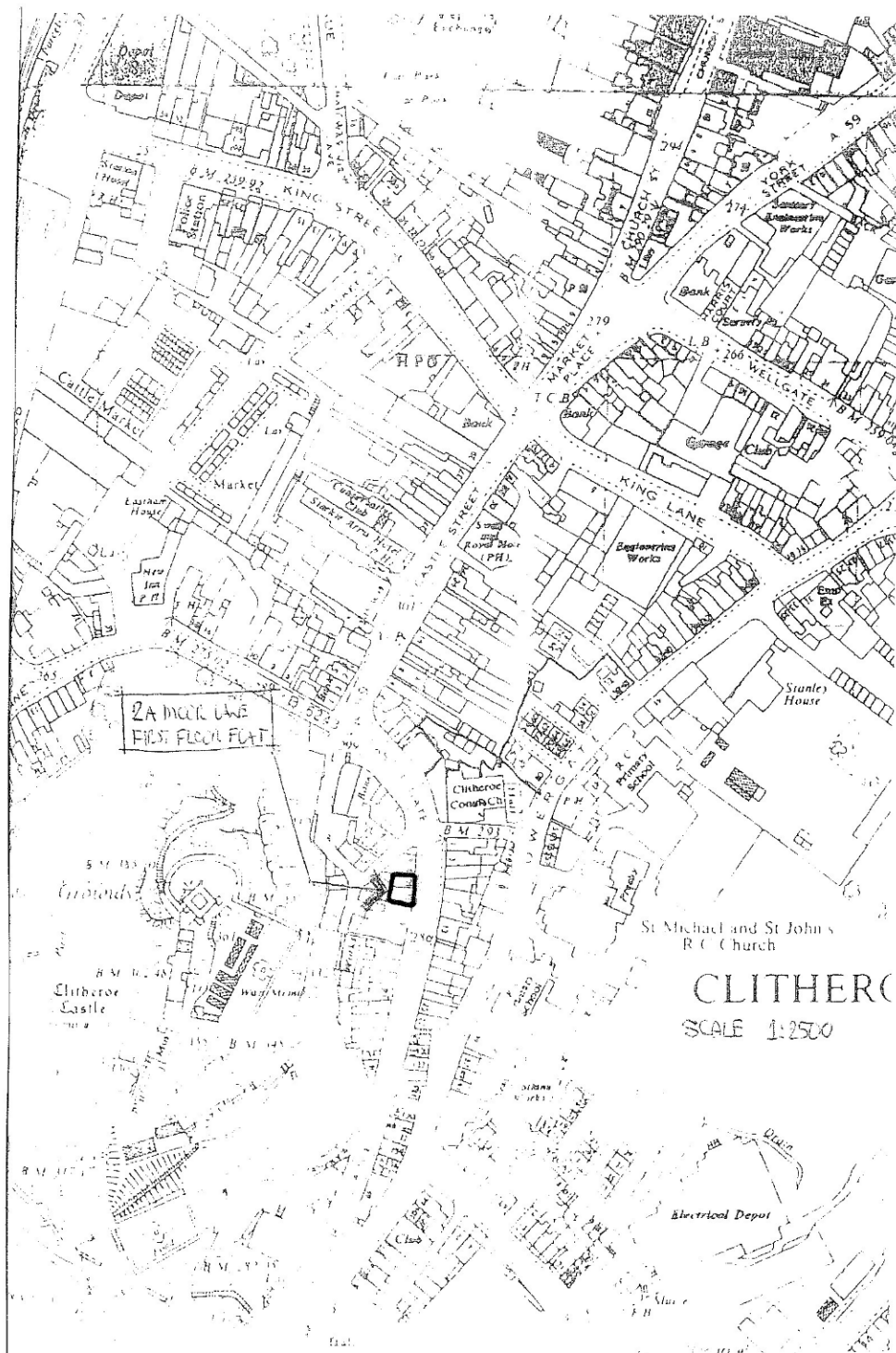
- 1 **THIS** Agreement is made in pursuance of Section 106 of the Town and Country Planning Act 1990 (as amended) and is a planning obligation for the purposes of that Section with the intent to bind the property and the owners to observe and perform the covenants restrictions and obligations set out in the Schedule hereto.

- 2     **THE** expressions "the Council" and "the Owners" 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\_\_\_\_\_
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.     The Council hereby covenants with the Owners to release the Property from the covenants restrictions and obligations set out in the schedule hereto in the event that the Owners changing the use of the Property or converting the Property back into one residential flat.

**IN WITNESS** whereof the Council has caused its Common Seal to be hereunto affixed and executed as a Deed and the Owners have signed 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 LA800706\_\_\_\_\_
- 2     The Owners hereby agree 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:
- (a)   that the Owners do not themselves occupy the one bedroom flat (hereinafter called flat number 1)\_\_\_\_\_



2A MILL LANE  
FIRST FLOOR FLAT

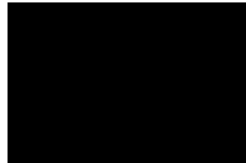
CLITHEROE  
SCALE 1:2500

- (b) that flat number 1 be subject to the following restrictions with regard to the maximum rent levels and eligibility for occupancy\_\_\_\_\_
- (i) the maximum rent to be charged shall be 10% below the local reference rents as provided by the Rent Officer at the Rent Service the executive agency of the Department of Work and Pensions at first allocation of the tenancy as confirmed by the Council in writing\_\_\_\_\_
  - (ii) that the maximum rent to be charged may be increased or decreased in line with increases or decreases in the local reference rents\_\_\_\_\_
  - (iii) the grant of the first tenancy of flat number 1 and all further tenancies of that Property by the Owners shall be only to persons selected by the Owners who are Qualifying Persons as defined in paragraph 3(b)(iv) below who shall be approved in writing by the Council before the tenancy is granted\_\_\_\_\_
  - (iv) Qualifying Persons shall be persons who are defined as:
    - (a) a person or persons who can demonstrate a housing need for a one bedroom flat in accordance with the Councils allocation policy \_\_\_\_\_
    - (b) are currently resident in the Ribble Valley or\_\_\_\_\_
    - (c) are employed within the Ribble Valley area but living more than 5 miles from their place of employment or\_\_\_\_\_
    - (d) have lived or resided in the Ribble Valley for any five of the last ten years having left to find suitable accommodation elsewhere and who have close family living in the Ribble Valley\_\_\_\_\_

THE COMMON SEAL of RIBBLE )

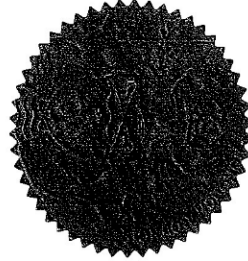
VALLEY BOROUGH COUNCIL )

was hereunto affixed in the presence of:- )



Mayor

Chief Executive



SIGNED AS A DEED by DAVID )

JOHN JOHNSON in the presence of:- )

Witness signature:

Witness name: S

Witness address:

Witness occupation:

Mr S Geoffrey Isherwood  
Forbes Solicitors  
Ribchester House  
Lancaster Road  
Preston  
PR1 2QL

Solicitor

SIGNED AS A DEED by CHRISTINE )

JOHNSON in the presence of:- )

Witness signature:

Witness name:

Witness address:

Witness occupation: