



DATED 14th January 2015  
~~2014~~

**Ribble Valley Borough Council (1)**

and

**The Trustees of the Brabin's Almshouses Charity (2)**

**DEED OF VARIATION**

**Pursuant to a Deed dated 13<sup>th</sup> September 2010 under Section 106 of**

**the Town and County Planning Act 1990 (as amended)  
relating to land situate at Kirklands, Chipping, Lancashire  
(the former Village Hall and adjoining land)**

DEED OF VARIATION made the 14<sup>th</sup> day of January 2015 ~~2014~~

**1. Particulars**

- 1.1 **The Landowner**                      **The Trustees of the Brabin's Almshouses Charity** c/o 4 Brickfield Gardens, Chipping, Preston, PR3 2QG (registered charity 239965)
- 1.2 **The Council**                         **Ribble Valley Borough Council** of Council Offices, Church Walk, Clitheroe, Lancashire, BB7 2RA
- 1.4 **The Section 106 Agreement**      A Section 106 Agreement dated 13th September 2010 made by the Council (1) and the Landowner (2)
- 1.5 **The Land**                              That land in the freehold ownership of the Landowner held upon charitable trusts situate and known as Land at Kirklands Chipping near Clitheroe shown edged red on the plan in the Section 106 Agreement
- 1.6 **The Application**                    The Planning Application number 3/2009/0399/P submitted to the Council by Chipping Parish Council on 14<sup>th</sup> May 2009 together with all drawings and particulars

**2. Definitions and Interpretation**

In this Deed:

- 2.1 The words and expressions in clause 1 shall have the meanings specified
- 2.2 Unless the context otherwise requires the terms and expressions used shall have the meanings prescribed by the Section 106 Agreement

**3. Background**

- 3.1 This Deed is supplemental to the Section 106 Agreement

- 3.2 The Landowner is the owner of the freehold estate in the Land and the Council remains the local planning authority for the area in which the Land is situated.
- 3.3 The parties agree that the Section 106 Agreement shall be amended as provided in paragraph 4 hereof
- 3.4 This Deed is made pursuant to the provisions of Section 106 of the Town and Country Planning Act 1990 (as amended) and the obligations in this Deed are planning obligations enforceable by the Council.

#### **4. Variation**

The Landowner and the Council agree that the Section 106 Agreement is varied as follows:

Paragraph 1 "Affordable Dwellings" shall read Four one-bedroom flats and Three two bedroom flats to be built at the Development at the Land

Paragraph 1 shall read Affordable Rent in substitution for Intermediate Rent which shall be defined as "a rent between Social Rent and 80% of Open Market Rent capped at the local housing allowance"

Paragraph 4 shall read The Owner and the Council are willing to enter into this Agreement to restrict occupation of all of the dwellings comprised in the Development to Affordable Dwellings without which Planning Consent would not be granted.

The definition "interest rate" shall be deleted

The definition "mortgagee" shall be deleted

The definition "Open Market Value" shall be deleted

The definition "Purchase Mortgagee" shall be deleted

The definition "Shared Equity" shall be deleted

In the Schedule at 3.1 Local Connection the words " or acquisition" shall be deleted

In the Schedule the 4 paragraphs commencing PROVIDED ALWAYS shall be deleted

In the Schedule paragraph 4 and 4.1 Exemptions shall be deleted

**5. Registration**

The Council shall register this Deed in its register of Local Land Charges.

**6. Confirmation of the Section 106 Agreement**

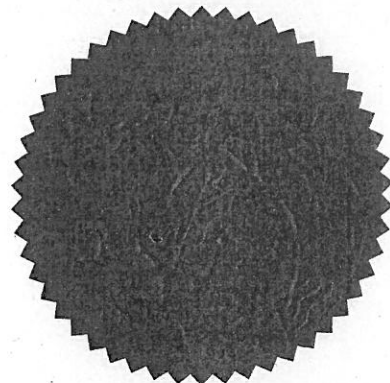
Save as set out in this Deed the parties affirm the provisions of the Section 106 Agreement.

**7. Contracts (Rights of Third Parties) Act 1999**

Unless expressly stated nothing in this Agreement will create any rights in favour of any person pursuant to the Contracts (Rights of Third Parties) Act 1999

**IN WITNESS** whereof the parties hereto have executed this Deed the day and year above written

**EXECUTED** as a **DEED** by )  
**RIBBLE VALLEY BOROUGH** )  
**COUNCIL** by the affixing )  
its Common Seal in the )  
presence of:- )



Mayor

Chief Executive

**EXECUTED** by signature as a Deed in the )  
Name of by and behalf of The Official Custodian )  
for Charities and as **TRUSTEES OF THE BRABIN'S** )  
**ALMHOUSES** in the presence of )

Name of Trustee GILLIAN KATE BAILEY

Signature 

Witness name DAVID BROWNIE

Signature 

Witness Address 38 AIZALSLEA  
UXBRIDGE  
MIDDLESEX  
UB8 2AT

Name of Trustee PAUL WILLIAM SMITH



Witness name KERRY O'ROURKE

Signature 

Witness Address 2A MOOR LANE  
CLITHEROE  
BB7 1BE

Name of Trustee MARTIN HAWKINS

Signature 

Witness name William Henry Bowker

Signature 

Witness Address Mill Barn, Talbot Street,  
Chipping, Lanes PR3 2QE