

DATED

18th June

2012

RIBBLE VALLEY BOROUGH COUNCIL (1)

LANCASHIRE COUNTY COUNCIL (2)

THE SECRETARY OF STATE FOR HEALTH (6)

AGREEMENT

Under Section 106 Town and Country Planning Act 1990

relating to property known as the

Land at Calderstones Hospital

Mitton Road, Whalley

Taylor Wimpey UK Limited
Legal Services
1 Lumsdale Road
Stretford
Manchester
M32 0UT
(REF: MRC/JMK/M16)

THIS AGREEMENT is made the 18th day of June Two thousand and twelve BETWEEN RIBBLE VALLEY BOROUGH COUNCIL of Council Offices Church Walk Clitheroe Lancashire (hereinafter called "the Council") of the first part and LANCASHIRE COUNTY COUNCIL of PO Box 78 County Hall Preston PR1 8XJ (hereinafter called the "County Council") of the se

/s/ Vvhitenall, London,

SW1A 2NS (Secretary of State) of the sixth part

1. DEFINITIONS

In this Deed the following words and phrases shall where the context so admits have the following meanings:

- 1.1 "the Act" means the Town and Country Planning Act 1990 (as amended)
- 1.2 "Affordable Housing Provider" means a Registered Social Landlord or a local or similar authority or a housing association or similar organisation or a social landlord or such other body or organisation whose main object is the provision of affordable housing (and "AHP" shall be construed accordingly)
- 1.3 "Affordable Units" means the Units to be erected on the Property the tenure and mix of which shall be in accordance with paragraph 7 of the First Schedule of this Agreement and "Affordable Unit" shall be construed accordingly.
- 1.4 "the Application" means the application for Planning Permission for the erection on the Property of 46 dwellings made to the Council on 18 October 2011 and numbered 3/2011/0837
- 1.5 "Commence" means the carrying out of a material operation as defined by section 56(4) of the Act (excluding any act of demolition, remediation, site clearance, archaeological investigations, forming any site entrance, investigations for the

purpose of assessing ground conditions, diversion and laying of services, erection of any temporary means of enclosure, the temporary display of site notices or advertisements) in accordance with the Planning Permission and the expression "Commencement" shall have a corresponding meaning

1.6 **"the Development"** means the residential and ancillary development of the Property for 46 dwellings in accordance with the Planning Permission

1.7 **"Disposal"** means each and every means by which the right of Occupation of an Affordable Unit is given or transferred to another person, body or company and "Dispose" and "Disposed" shall be construed accordingly

1.8 **"Education Contribution"** means the sum of £165,636 (one hundred and sixty five thousand six hundred and thirty six pounds) increased by the Indexation Factor

1.9 **"Index"** means the BCIS General Building Cost Index

1.10 **"Indexation Factor"** means the recalculation of a financial contribution to be made under this Agreement applying the following formula:

$A \times \frac{B}{C} = D$ Where:

C

A is the Education Contribution payable under this Agreement

B is the figure shown in the BCIS General Cost Index for the period immediately prior to the date of payment under this Agreement

C is the figure shown in BCIS General Building Cost Index for the period published before the date of the Agreement

D is the recalculated sum payable under this Agreement

1.11 **"Low Cost Market Units"** means the Affordable Units that are built by the Owner and sold to the Approved Persons (as hereinafter defined) at a 40% discount to the Open Market Value and subject to a restrictive covenant placed upon the title of such Units to ensure that they are available to subsequent occupiers on the same basis and "Low Cost Market Unit" shall be construed accordingly

1.12 **"the Off Site Open Space Contribution"** means the sum of £25,000 (Twenty five thousand pounds) to be paid to the Council to be utilised for the purposes of

- Preparation of Woodland Management Plan to include woodland characteristics, management objectives and strategy/costings
- Ground remediation works

- Silvicultural systems by the implementation of phased selective felling & coppicing work/dead wood pruning/timber extraction in order to establish diverse age tree cover.
 - Establishment restocking & natural regeneration including new planting of native species with protection & maintenance
 - Five year woodland management regime including tree establishment, natural regeneration ground works, maintenance of coppicing regimes and selective thinning
 - Enhancement and protection of sensitive habitats
- 1.13 **“Open Market Value”** means the market value of the relevant Low Cost Market Unit assessed in accordance with the Appraisal and Valuation Manual of the Royal Institute of Chartered Surveyors (the Red Book) current for the time being
- 1.14 **“Open Market Units”** means the Units to be erected on the Property (excluding the Affordable Units) which shall be available for sale on the open market
- 1.15 **“Plan”** means the plan annexed hereto
- 1.16 **“Planning Permission”** means the planning permission to be granted pursuant to the Application substantially in the form attached hereto
- 1.17 **“Public Transport Contribution”** means the sum of £44,000.00 (forty four thousand pounds)
- 1.18 **“Rented Affordable Units”** means the Affordable Units to be rented by an AHP in accordance with paragraph 7.1 of the First Schedule
- 1.19 **“Shared Ownership”** means a method of acquiring part ownership of an Affordable Unit by purchasing a share of the freehold or long leasehold then paying rent on the non-purchased share to an AHP where occupiers can purchase additional shares
- 1.20 **“Property”** means land at Calderstones Hospital, Mitton Road, Whalley for the purpose of identification only shown edged in red on the Plan
- 1.21 **“Travel Plan Contribution”** means the sum of £6,000.00 (six thousand pounds)
- 1.22 **“Unit”** means a dwelling to be constructed pursuant to the Planning Permission and “Units” shall be construed accordingly
- 1.23 **“Wheelie Bin Contribution”** means the sum of Four Thousand One Hundred and Forty Pounds (£4,140.00) representing a cost of provision of Ninety Pounds (£90.00) per dwelling

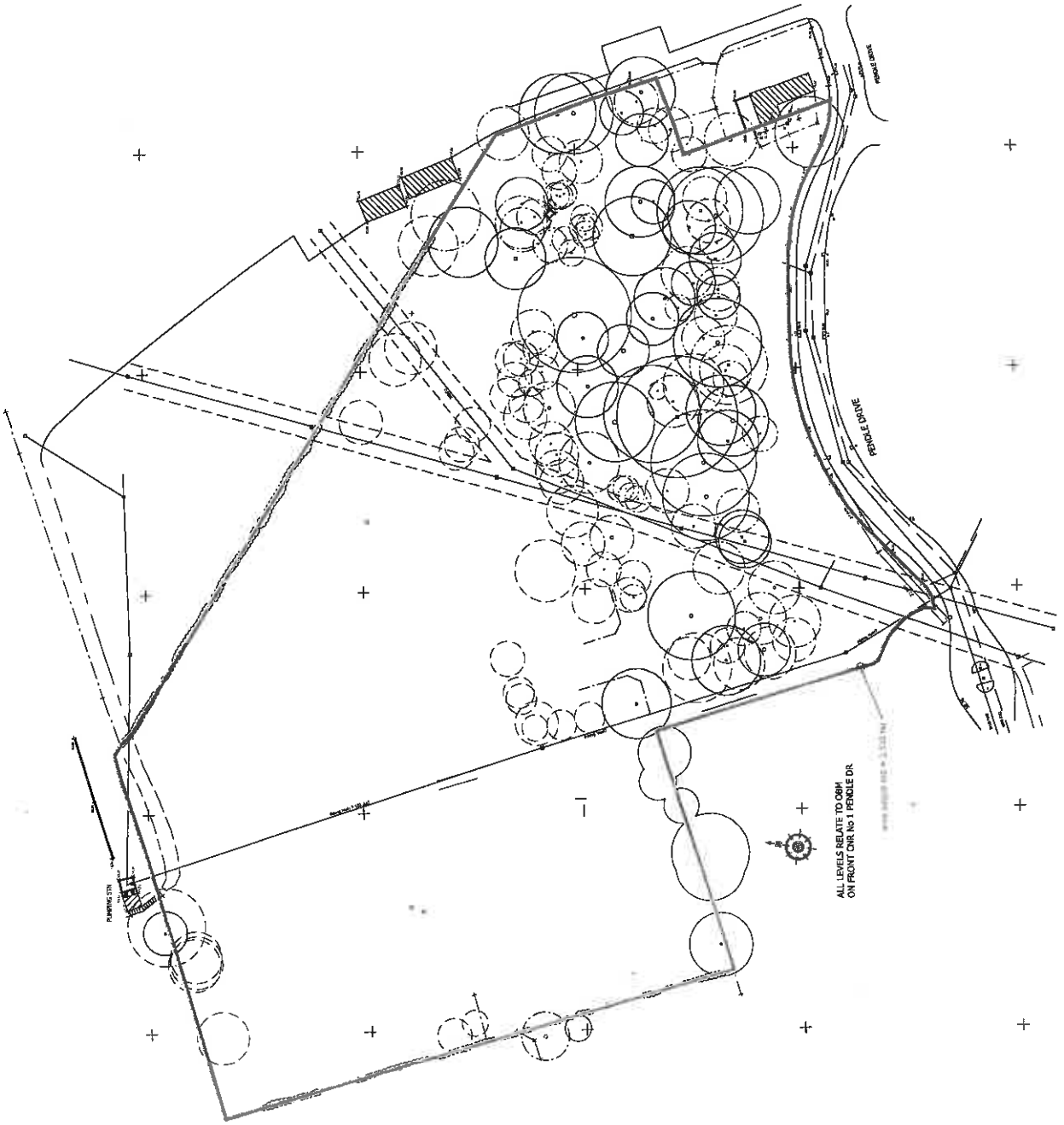
2. INTERPRETATION

In this Agreement

- 2.1 words importing one gender shall be construed as importing any other gender
- 2.2 words importing the singular shall be construed as importing the plural and vice versa
- 2.3 words importing persons shall be construed as importing a corporate body and/or a partnership and vice versa
- 2.4 where any party comprises more than one person the obligations and liabilities of that party under this Agreement shall be joint and several obligations and liabilities of those persons
- 2.5 the clause headings do not form part of this Agreement and shall not be taken into account in its construction or interpretation
- 2.6 any reference to a clause or a paragraph or a schedule is to one in this Agreement so numbered
- 2.7 any reference to a colour or letter is to one on the Plan
- 2.8 in the absence of any contrary provision any reference to a statute includes any statutory modification or re-enactment of it and any and every order instrument regulation direction or plan made or issued under the statute or deriving validity from it
- 2.9 references to any party to this Agreement shall include the successors in title to that party and to any deriving title through or under that party and in the case of the Council the successors to its functions as local planning authority and local housing authority as appropriate

3. RECITALS

- 3.1 The Council is the Local Planning Authority for the purposes of the Act for the area within which the Property is situated
- 3.2 The County Council is the Local Education Authority for the purposes of the Act for the area within which the Property is situated
- 3.3 The Owner is seized of the fee simple in possession of the Property free from incumbrances and the Owner's title to the Property is registered at HM Land Registry under title number LAN63747 and LA867023
- 3.4 The Owner and Taylor Wimpey Manchester on the 18 October 2011 made the Application to the Council
- 3.5 The Council is satisfied that the Development is such as may be approved by it under the Act but subject to the Owner entering into this Agreement with the Council under the provisions of Section 106 of the Act



0m 10m 20m
 Scale Bar 1:500

LMP LANDSCAPE ARCHITECTURAL CONSULTANTS 221 PETERBOROUGH ROAD CHESTER CHESHIRE CH1 3JF TEL: 01244 532244 FAX: 01244 532244 www.lmp-landscapes.com	
Client: Wimpsey Manchester Project: Pendle Drive, Whalley - Calderstones Phase 3	
Drawing Title: Proposed Site Boundary	
Date: 21/03/11	Scale: 1:500 @ A1
Drawn: JBI	Sheet: 10/094/P03

- 3.6 By a Planning Obligation dated 19th February 1999 made between (1) the Council, (2) the County Council, (3) The Secretary of State for Health and (4) Calderstones National Health Service Trust the Property is bound by the restriction set out in clause 4.1 of the Third Schedule which prohibits the construction on the Property of more than 320 dwellings but this Agreement now overrides the aforesaid Planning Obligation dated 19th February 1999 in the manner herein set out and thus this Agreement supersedes the Planning Obligation dated 19th February 1999 in respect of the Property
- 3.7 The Chargee is the beneficiary of a charge dated 13th December 2007 relating to both titles comprised in the Property
- 3.8 The Secretary of State is the beneficiary of a charge dated 13th December 2007 relating to title number LA867023

4. OPERATIVE PROVISIONS

- 4.1 This Agreement is made under the provisions of Section 106 of the Act and Section 111 of the Local Government Act 1972 with the intention that the obligations contained herein are planning obligations for the purposes of that section in respect of the Property which may be enforced by the Council and the County Council against the Owner or any person deriving title under it
- 4.2 This Agreement is conditional upon the grant of the Planning Permission and the Commencement of the Development in whole or in part
- 4.3 No person shall be liable for any breach of the covenants conditions or restrictions contained in this Agreement after he shall have parted with his interest in the Property or the relevant part of the Property in respect of which such breach occurs (but without prejudice to liability for any subsisting breach of covenant prior to parting with such interest)
- 4.4 This Agreement shall cease to have effect (insofar only as it has not already been complied with) if:-
- 4.4.1 the Planning Permission shall be quashed revoked or otherwise withdrawn
 - 4.4.2 the Planning Permission shall expire prior to the Commencement of the Development
 - 4.4.3 the Council or any other competent authority shall at any time after the date hereof grant a new planning permission under which development of the Property is initiated for the purposes of section 56 of the Act

- 4.5 This Agreement is a local land charge and shall be registered as such
- 4.6 It is not intended that any person(s) who (but for the provisions of the Contract (Rights of Third Parties) Act 1999) would not acquire any interest hereunder should do so by virtue of such Act
- 4.7 The Owner hereby covenants with the Council and County Council to perform the obligations specified in the First Schedule of this Agreement
- 4.8 The County Council hereby covenants with the Owner to perform the obligations specified in the Second Schedule of this Agreement
- 4.9 The Council hereby covenants with the Owner to perform the obligations specified in the Third Schedule of the Agreement
- 4.10 The Council will within fourteen days of this Agreement grant the Planning Permission for the Development referred to in the form annexed hereto
- 4.11 Wherever in this Agreement there is reference to the Council giving its approval to any matter or scheme that reference is on the basis that such approval shall not be unreasonably withheld or delayed
- 4.12 Any dispute between the parties as to any matter the subject of this Agreement shall be referred to an appropriate independent expert (who shall either be agreed between the parties or failing agreement appointed on the application of any of the parties by the President for the time being of the Royal Institution of Chartered Surveyors (or any person acting with his authority)) and the decision of the expert shall be final and binding (save in case of manifest error) and his costs shall be borne as he shall direct
- 4.13 If any sum due under this Agreement shall remain unpaid after the same has become due interest shall be paid thereon from the date the sum becomes due to the date of payment at the rate 2% above the base lending rate for the time being of National Westminster Bank Plc
- 4.14 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 County Council and/or the Council (as appropriate) at the address of the County Council and/or the Council (as appropriate) 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
- 4.15 The Receivers act as agent for the Seller and will not incur any personal liability under or by virtue of this Agreement, nor in relation to any related documents, matters or claims whatsoever.

- 4.16 The Receivers have entered into this Agreement solely for the purpose of obtaining the benefit of the provisions of the Agreement that are in the Receivers' favour
- 4.17 The Chargee acknowledges and declares that this Agreement has been entered into by the Owner with its consent and that the Property shall be bound by the obligations contained in this Agreement provided that the Chargee shall otherwise have no liability under this Agreement unless it takes possession of the Property in which case it will be bound by the obligations as if it were a person deriving title from the Owner
- 4.18 The Secretary of State acknowledges and declares that this Agreement has been entered into by the Owner with its consent and that the Property shall be bound by the obligations contained in this Agreement provided that the Secretary of State shall otherwise have no liability under this Agreement unless it takes possession of the Property in which case it will be bound by the obligations as if it were a person deriving title from the Owner

FIRST SCHEDULE
Owner's Obligations

1. To notify the Council in writing of the Commencement of the Development, such notice to include details of which Units within the Development are to be the Affordable Units and such notice shall be served on the Council within 7 days of the Commencement of the Development
2. **Off Site Open Space Contribution**
 - 2.1 Prior to the first Occupation of a Unit at the Development to pay the Off Site Open Space Contribution to the Council
3. **Wheelie Bin Contribution**
 - 3.1 Prior to first Occupation of a Unit to pay to the Council the Wheelie Bin Contribution
4. **Public Transport Contribution**
 - 4.1 Prior to first Occupation of a Unit to pay to the County Council the Public Transport Contribution
5. **Travel Plan Contribution**
 - 5.1 Prior to first Occupation of a Unit to pay to the County Council the Travel Plan Contribution
6. **Education Contribution**
 - 6.1 Prior to the occupation of the 30th Unit at the Development to pay the Education Contribution to the County Council
7. **Affordable Housing**

Construction and transfer of the Affordable Units

The Affordable Units shall be designed and constructed to a specification no less favourable than the Open Market Units and shall comprise:

 - A. **Rented Affordable Units**
 - 2 x 2 bed houses
 - 2 x 3 bed houses

and

 - B. **Low Cost Market Units**
 - 5 x 2 bed houses
 - 4 x 3 bed houses
- 7.1 To Dispose of the Rented Affordable Units to an AHP approved by the Council (such approval not to be unreasonably withheld or delayed) on or before completion

of the construction of the Affordable Units and to notify the Council in writing accordingly

7.2 Not to allow the first occupation of more than 70% of the Open Market Units (unless otherwise agreed in writing by the Council) until the Affordable Units have been built ready for immediate occupation and are capable of being transferred

7.3 To Dispose of the Low Cost Market Units to Approved Persons who meet the Eligibility Criteria (as defined in paragraph 9.3 of this First Schedule) or as otherwise provided herein

8. Mechanism for dealing with the Affordable Units

8.1 The Affordable Units shall be permanently subject to each and every one of the restrictions regulating the Development as are contained in this Agreement and the purpose and intent of such restrictions shall be registered at HM Land Registry upon the title relating to the Affordable Units

9. The said restrictions referred to in the preceding paragraph are as follows:

9.1 Rented Affordable Units

- (i) that the Rented Affordable Units be available for rent
- (ii) that on completion of the Rented Affordable Units they will be allocated by 100% nomination arrangements or first let to Approved Persons nominated by the Council in accordance with the Council's allocations policy
- (iii) that subsequent lets will be on a 50% nomination arrangement with the AHP

9.2 Low Cost Market Units

- (i) that the Low Cost Market Units are offered for sale on a long leasehold interest (being at least 99 years) for not more than 60% of the Open Market Value in accordance with the provisions set out herein.
- (ii) that in order that the future ownership and selling price of the Low Cost Market Units shall be controlled so as to ensure that the Low Cost Market Units will remain as affordable housing the Owner shall include within the lease of each Low Cost Market Unit the clauses set out in the Fourth Schedule.
- (iii) that the Low Cost Market Units shall initially be offered to Approved Persons who meet the Eligibility Criteria as set out below:

9.3 Approved Persons

Approved Persons for the purposes of this scheme, and in the order of priority are detailed below:

(a) First time buyers who can demonstrate a housing needs requirement for the property type they are purchasing where none of the family own or have ever owned a property (whether residential or otherwise) and who were either currently living in the Ribble Valley for more than 10 years or currently living in the Borough of Ribble Valley and have done so continually for between 5 to 10 years or currently living in the Borough of Ribble Valley and have done so continually for a minimum of 12 months or currently permanently employed in the Borough of Ribble Valley for a minimum of 12 months and work for a minimum of 18 hours per week paid or unpaid persons who at least one of the adult applicants have next of kin who have lived in the Borough of Ribble Valley continually for a minimum of 5 years. Next of kin for the purposes of this clause shall be defined as mother father brother sister or adult dependent children persons who are former residents of the Borough of Ribble Valley who have moved from the Borough of Ribble Valley because of lack of affordable housing in the Borough

(b) Secondly people who are not first time buyers who can meet one or other of the local connections detailed in (a) and can demonstrate a housing needs requirement for the property type they are purchasing

(c) Eligibility criteria: financial

The Owner will ensure purchasers of all properties demonstrate that they have

sufficient income to purchase the property but that they could not afford to purchase on the open market

a satisfactory credit history

sufficient funds to cover the legal costs involved in purchase

(d) Eligibility criteria: income

The Owner will ensure that the Low Cost Market Units are allocated to those who meet the requirements of this Agreement and will

impose upper income brackets for purchasers of each Low Cost Market Unit type

ensure income levels are verified via wage slips/P60s

ensure local connection is established by reference to the electoral roll at a specific date in time. The onus will be on the approved person to provide proof of residence e.g. utility bills if they are not on the electoral roll

(e) Eligibility criteria: local connection

verify local connection based on employment by way of references/confirmation of employment history confirmation of permanence of employment will be required from employer

verify five out of last ten years connection by placing the onus on the approved person to provide suitable supporting evidence e.g. council tax records, electoral roll records

10. If any of the Low Cost Market Units have not been sold within 12 weeks of their release for sale the Owner shall be entitled to dispose of such Low Cost Market Units to any persons.

11. If any of the Low Cost Market Units have not been sold within 16 weeks of their release for sale the Owner shall be entitled to dispose of such Low Cost Market Units to any person on the open market but subject to the restrictions contained in paragraphs 9.2 and 9.3 of this First Schedule

12. At any time the Owner may make a written request to the Council for approval to Dispose of some or all of the Low Cost Market Units to an AHP for sale by the AHP on the basis of Shared Ownership

If the Council gives approval to such request then the provisions of paragraphs 8 and 9 of this First Schedule shall apply to such housing and the following restrictions shall apply:

- (a) that on completion of the Affordable Units (for Shared Ownership) or as soon as possible thereafter the AHP shall Dispose of the Affordable Units intended for Shared Ownership
- (b) at Open Market Value on a Shared Ownership basis with the rental element being discounted by the AHP
- (c) to an Approved Person who shall purchase the Affordable Unit for Occupation by the Approved Person and in accordance with the requirements of this Agreement
- (d) in consultation with the Council and having first obtained the Council's consent to the Disposal to the Approved Person
- (e) the Approved Person shall be required to purchase a minimum share of the Affordable Unit which share shall be as follows:

2 bed house - minimum 40%

3 bed house - minimum 40%

- (f) the Approved Person shall be allowed to purchase additional shares in increments of no less than 10% up to a maximum of 100% provided that at the point of purchase of each additional share they continue to occupy the Affordable Unit in compliance with the requirements of this Agreement

13. Any mortgagee shall prior to seeking to dispose of the Affordable Housing Units pursuant to any default under the terms of its mortgage or charge shall give not less than 2 months prior notice to the Council of its intention to dispose and:

(a) In the event that the council responds within 1 month from receipt of the notice indicating that arrangements for the transfer of the Affordable Housing Units can be made in such a way as to safeguard them as Affordable Housing then the Mortgagee shall co-operate with such arrangements and its best endeavours to secure such transfer

(b) If the Council does not serve its response to the notice served under paragraph 13.(a) within the 1 month then the Mortgagee shall be entitled to dispose free of the restrictions set out in paragraphs 9 to 11 of the First Schedule

- (c) If the Council or any other person cannot within 2 months of the date of service of its response under paragraph 13.(a) secure such transfer then provided that the Mortgagee shall have complied with its obligations under paragraph 13.(a) the Mortgagee shall be entitled to dispose free of the restrictions set out in paragraphs 9 to 11 of the First Schedule

PROVIDED THAT at all times the rights and obligations in this paragraph 13. shall not require the Mortgagee to act contrary to its duties under the charge or mortgage and that the Council must give full consideration to protecting the interest of the Mortgagee in respect of moneys outstanding under the charge or mortgage

The AHP shall maintain records enabling them 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 covenants herein are being observed

SECOND SCHEDULE
County Council's Obligations

Repayment of contributions

- 1 The County Council hereby covenants with the Owner to use the Education Contribution received from the Owner under the terms of this Agreement towards the provision of School places in Whalley
- 2 The County Council hereby covenants with the Owner to use the Public Transport Contribution received from the Owner under the terms of this Agreement towards the relocation of the bus shelter(s) in Mitton Road
- 3 The County Council covenants with the Owner to use the Travel Plan Contribution towards the encouragement of and use of sustainable modes of transport by occupiers of the Development
- 4 The County Council covenants with the Owner that it will refund all such sums received to the person who paid such sums received by the County Council under this Agreement which has not been expended in accordance with the provisions of this Agreement within five years of the date of receipt by the County Council of such sum together with interest for the period from the date of payment to the date of refund
- 5 The County Council shall provide to the Owner such evidence as the Owner shall reasonably require in order to confirm the expenditure of such sums paid under this Agreement.

THIRD SCHEDULE
Council's Obligations

- 1 When requested in writing the Council shall provide written confirmation of the discharge of the obligations contained in this Agreement when satisfied that such obligations have been performed.
- 2 Following the performance and satisfaction of all the obligations contained in this Agreement the Council shall forthwith effect the cancellation of all entries made in the Register of Local Land Charges in respect of this Agreement.
- 3 The Council shall respond definitively to the Owner within 15 working days of an written request by the Owner as to whether nominated purchasers for the Low Cost Market Units are Approved Persons who satisfy the Eligibility Criteria
- 4 The Council covenants to use the Off Site Open Space Contribution for the purpose detailed in Clause 1.12 hereof

- 5 The Council covenants with the Owner that it will refund all such sums received to the person who paid such sums received by the Council under this Agreement which has not been expended in accordance with the provisions of this Agreement within five years of the date of receipt by the Council of such sum together with interest for the period from the date of payment to the date of refund

FOURTH SCHEDULE

Standard Lease Provisions for Low Cost Market Units

- 1.1 In this clause the following further expressions have where the context admits the following meaning:-
- 1.1.1 "the Assumptions" are:
- 1.1.1.1 that prior to the date of valuation the premises were freely exposed to the market and there has been a reasonable period within which to negotiate the sale (having regard to the nature of the premises and the state of the market) and that values remained static throughout that period and
 - 1.1.1.2 that no account is taken of any bid by any prospective purchaser with a special interest and
 - 1.1.1.3 that both parties to the transaction had acted knowledgeably prudently and without compulsion; and
 - 1.1.1.4 that the premises are in their existing state of repair and sold with vacant possession and
 - 1.1.1.5 that the deed of assignment or transfer does not contain any provisions that are not standard or usual in residential leasehold or freehold transactions
- 1.1.2 The "Council" means Ribble Valley Borough Council of Council Offices Church Walk Lancashire
- 1.1.3 "the Council's Affordable Housing Register" means the list maintained by the Council for the purpose of providing access to properties at less than market value to Qualifying Persons (or any successor to the list that may be introduced by the Council)
- 1.1.4 the "Discounted Price" means no more than 60% of the Open Market Value of the premises
- 1.1.5 "Independent Valuer" means a member of the Royal Institution of Chartered Surveyors appointed by the tenant at his own cost but first approved by the Council
- 1.1.6 "Open Market Value" means the value as determined by an Independent Valuer to be the price at which the lease can reasonably be sold on the date of valuation taking into account the Assumptions
- 1.1.7 "Qualifying Person" means a person or persons on the Council's Affordable Housing Register or in the circumstances set out in clause 1.2.3.5 of the lease such other person that may qualify for the purposes of that clause

- 1.1.8 A "Sale" of the premises occurs in every case where there is a transfer or assignment in the premises except when the transfer or assignment is:
- (i) executed in pursuance of an order of a court on granting in respect of the parties a decree of marriage or judicial; or
 - (ii) executed in pursuance of an order of a court which is made in connection with the dissolution of annulment of the marriage or the parties' judicial separation and which is made at any time after the granting of such a decree; or
 - (iii) executed at any time in pursuance of an agreement of the parties made in contemplation of or otherwise in connection with the dissolution of annulment of the marriage or their judicial separation; or
 - (iv) executed by personal representative of the tenant for the purpose of transferring or assigning into the sole ownership of the spouse of the tenant; or
 - (v) executed by personal representatives of a joint tenant and the surviving tenant for the purpose of transferring or assigning the premises into the sole ownership of the surviving tenant

1.2 Subject to the provisions of clause 1.5 the tenant hereby covenants with:

1.2.1 the Council and

1.2.2 as a separate covenant with the landlord (but not so as to render the tenant liable to the landlord after the tenant shall have parted with his interest in the premises) that

1.2.3.1 any Sale of the premises shall only be for the Discounted Price

1.2.3.2 subject to clause 1.2.3.5 any Sale of the premises shall be to a Qualifying Person

1.2.3.3 the premises shall at all times be the sole residence of the tenant

1.2.3.4 the tenant shall not effect a Sale unless at least seven days prior to the marketing of the premises the tenant obtains the written approval of the Council to the proposed Sale

1.2.3.5 the tenant shall not effect a Sale unless the Council has been allowed a period of ten weeks in which to nominate a purchaser for the premises from the Council's Affordable Housing Register PROVIDED THAT if a suitable purchaser shall not have been nominated by the Council by the end of the tenth week the premises may be sold to another person subject to the restriction contained within this lease

1.2.3.6 the tenant shall not sell the premises without

1.2.3.6.1 procuring that any transferee or assignee enters into a covenant with the Council to observe and perform the covenant set out in this clause 1 and

1.2.3.6.2 delivering to the Council the covenant referred to in clause 1.2.3.6.1 on the Sale of the premises

1.3 To intent that no transfer or assignment of this lease shall take place otherwise than in accordance with clause 1.2 of this lease the tenant shall at the tenant's expense apply to the Chief Land Registrar to enter the following restriction on the register of the title to the lease such restriction to remain on the Register during its subsistence:

"No disposition of the registered estate (other than a charge) by the Registered Proprietor is to be registered without a Certificate addressed to HM Land Registry and signed by Ribble Valley Borough Council of Council Offices Church Walk Clitheroe Lancashire that the disposition complies with clause [] of a lease dated [] made between [] (1) and [] (2)"

1.4 The Council shall have the benefit of the right to enforce the covenants contained in this lease pursuant to the Contracts (Rights of Third Parties) Act 1999

1.5 If this lease becomes vested in a mortgagee in possession of the whole of the premises the provisions of clause 1.2 shall cease to apply to the residue of the term of the lease

IN WITNESS whereof the Council the County Council and the Owner have hereunto caused their respective Common Seals to be hereunto affixed and executed 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:

Jayes
M. H. Scott

)
)
)
Mayor
Chief Executive



121

THE COMMON SEAL of LANCASHIRE COUNTY
COUNCIL was hereunto affixed to)
in the presence of:

[Signature]

)
Authorised Signatory



21597

Signature of _____ Witness
_____ Print name here
_____ Oil Road, Dublin 4.



2012/38