

**DATE: 13<sup>th</sup> JANUARY 2014**

**ANDREW TIMOTHY GORNALL**

**- AND -**

**LYNDA MARGARET GORNALL**

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**UNILATERAL UNDERTAKING**

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**UNDER SECTION 106  
OF THE TOWN & COUNTRY PLANNING ACT 1990**

**RELATING TO  
FORMER GARAGE ADJACENT TO 1 SWINGLEHURST COTTAGE, GARSTANG ROAD,  
CHIPPING, PRESTON, PR3 2QW**

**THIS UNDERTAKING** is made as a **DEED** the 13<sup>th</sup> day of January 2014

**1. PARTIES:**

1.1 **ANDREW TIMOTHY GORNALL and LYNDIA MARGARET GORNALL** of 1 Swinglehurst Cottage, Garstang Road, Chipping, PR3 2QW (**“the Owner”**)

**IN FAVOUR OF**

**RIBBLE VALLEY BOROUGH COUNCIL** of Council Offices Church Walk, Clitheroe, BB7 2RA (**“the Council”**)

**2. DEFINITIONS:-**

In this Undertaking (except where the context otherwise requires):

<b>“the 1990 Act”</b>	means the Town and Country Planning Act 1990
<b>“the Application”</b>	means planning application number _____
<b>“the Development”</b>	means the development authorised by the Planning Permission
<b>“Land”</b>	means no.1 Swinglehurst Cottage, Garstang Road, Chipping, Preston, PR3 2QW and shown edged red on the Plan
<b>“Plan”</b>	means the Plan attached
<b>“Planning Permission”</b>	means the planning permission to be granted by the Council pursuant to the Application

### **3. INTERPRETATION**

In this Undertaking (except where the context otherwise requires):

- 3.1 Reference to the masculine feminine and neuter genders shall include other genders
- 3.2 Reference to the singular include the plural and vice versa unless the contrary intention is expressed
- 3.3 Reference to natural persons are to include corporations and vice versa
- 3.4 Headings in this Undertaking are for reference purposes only and shall not be taken into account in its construction or interpretation
- 3.5 The expressions “the Owner” and “the Council” shall include their respective successors in title and assigns
- 3.6 A reference to a Clause Paragraph or Schedule is (unless the context otherwise requires) a reference to a Clause Paragraph or Schedule of this Undertaking
- 3.7 Words denoting an obligation on a party to do any act or thing include an obligation to procedure that it be done and words placing a party under a restriction include an obligation not to cause permit or suffer any infringement of such restrictions
- 3.8 Where in this Undertaking a party includes more than one person any obligation of that party shall be joint and several
- 3.9 Any reference in this Undertaking to any statute or to any section of a statute includes any statutory re-enactment or modification of it and any reference to any statutory instrument includes any amendment or consolidation of it from time to time and for the time being in force

### **4. INFORMATION**

- 4.1 The Owner owns the freehold interest in the Land
- 4.2 The Council is the local planning authority for the purposes of the Act for the Land

4.3 The Council is satisfied that the Development is such as may be approved by the Council under the Act and Planning Permission granted (subject to conditions) subject to the Owner covenanting in the terms of this Undertaking

## **5. STATUTORY AUTHORITY AND LEGAL EFFECT**

5.1 The Undertaking is made pursuant to:

Section 106 of the Act; and

Section 111 of the Local Government Act 1972

and all other enabling powers and enactments which may be relevant for the purposes of giving validity to this Undertaking

5.2 The obligations of the Owner in this Undertaking are planning obligations for the purpose of section 106 of the Act and are enforceable by the Council as local planning authority

5.3 Subject to clause 5.4 the Owner covenants with the Council to the intent that this Undertaking shall be enforceable without limit of time (other than as expressly mentioned in this Undertaking) against the Owner and any person deriving title through or under it to the Land or any part or parts of it as if that person had also been an original covenanting party in respect of the interest or estate for the time being held by that person

5.4 No person shall be bound by any obligations rights and duties contained in this Undertaking and/or be liable for any breach of a covenant and/or obligations contained in this Undertaking after they shall have parted with all interest in the Land or the part in respect of which such obligations relate or such breach occurs PROVIDED THAT they shall remain liable for any subsisting breach of covenant prior to parting with their interest

5.5 If the Planning Permission is revoked or otherwise withdrawn or if the Planning Permission is not granted by the Council this Undertaking shall forthwith determine and cease to have effect

5.6 No statutory undertaker shall be bound by any obligations rights and duties contained in this Undertaking and/or be liable for any breach of covenant and/or obligation contained in this Undertaking in respect of any site used only as an electricity substation gas governor or pumping station

5.7 Nothing in this Undertaking shall be construed as prohibiting or limiting any right to develop any part of the Land in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Undertaking

5.8 Nothing in this Undertaking shall be construed as restricting the exercise by the Council of any powers exercisable by them under the Act or under any other Act or any statutory instrument order or bylaw in the exercise of their function as a local authority

## **6. CONDITION PRECEDENT**

The planning obligations contained in this Undertaking shall not be enforceable by the Council until the grant of the Planning Permission by the Council

## **7. OBLIGATIONS**

The Owner covenants agrees and declares in respect of the Land as set out in Schedule 1

## **8. INVALIDITY**

It is agreed and declared that if a clause or sub-clause of this Undertaking shall be deemed to be unenforceable or ultra vires the remainder of this Undertaking shall remain in full force and effect provided severance from this Undertaking is possible

## **9. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

Nothing contained in this Undertaking shall give or be construed as giving any rights privileges powers or enforceability other than to the Council and to the specific person executing this Undertaking as the Owner and its successors (if any) as defined in this Undertaking and the provisions of the Contracts (Rights of Third Parties) Act 1999 and any benefits or rights which could arise from it are expressly excluded to the intent that no other third party within the meaning of that Act shall have any rights of enforcement in respect of any matter contained in this Undertaking

## **10. OTHER MATTERS**

10.1 The Owner shall indemnify the Council for any expenses or liability arising to them in respect of breach by the Owner of any obligations contained in this Undertaking


10.2 This Undertaking shall be registered as a Local Land Charge

**IN WITNESS** whereof this **UNDERTAKING** is executed as a **DEED** and delivered on the day and year first before written


**SCHEDULE 1**  
**Obligation**

The owner covenants with the council with the intent that this is a planning obligation for the purpose of section 106 of the act to dispose of their interest in the property known as 1 Swinglehurst Cottage, Garstang Road, Chipping, PR3 2QW within a maximum period of 6 months following the practical completion and occupation of the new managers dwelling the subject of this planning application to a person or persons who satisfy the terms of the restrictive occupancy criteria and are eligible to reside within the property.

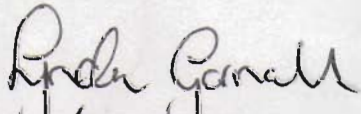
Executed as a Deed by  
ANDREW TIMOTHY GORNALL  
in the presence of:

)   
)  
)

Signature of Witness  
Witness Name (BLOCK CAPITALS)  
Witness Address  
Witness Occupation

  
.....  
ALAN KINDER  
.....  
LITTLE TODDIE  
.....  
BURNLEY ROAD, GIBBURN  
.....  
TOWN PLANNING CONSULTANT

Executed as a Deed by  
LYNDA MARGARET GORNALL  
in the presence of:

)   
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Signature of Witness  
Witness Name (BLOCK CAPITALS)  
Witness Address  
Witness Occupation

  
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ALAN KINDER  
.....  
LITTLE TODDIE  
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BURNLEY RD GIBBURN  
.....  
TOWN