



Ribble Valley Borough Council

ADDITIONAL INFORMATION REQUIRED FOR AGRICULTURAL APPLICATIONS

Applicant Name: MR ELLIS WARBICK

Application Site: SHIRE LANE, HURST GREEN BB7 9QR

Holding Number: CPH 21/120/0142 CPH 21/120/0144 SHIRE LANE

Proposed Development: EXTENSION TO AGRICULTURAL UNIT BUILDINGS

Please answer all parts to this form

1. Land

Total Area of Holding: (Hectares) 16.714 Ha

Owned: (Hectares) 2.8 SHIRE LANE

Rented: (Hectares) 20.23 Ha TOXFIELD

If rented, type of tenancy: (AHA, FBT) _____

Land Use: (Hectares) Pasture: 60% Meadow: 40%

Crop: _____

Land Quality: (DA/SDA/NVZ) _____

2. Enterprise

Dairy Cows: /

Dairy cattle in calf: /

Beef Cows: /

Bulls: /

Other Cattle: /

Poultry: /

Crops (Type): /

Sheep (ewes): 65 SHEEP

Other Sheep: 48 LAMBS

Location of Lambing: SHIRE LANE
TOXFIELD

Sows: _____

Other Pigs: _____

Other Livestock: ALPACAS 32 MALE
6 MALE
14 CRIS
HENS, DUCKS

3. Farm Buildings & Machinery

Existing Farm Buildings:

(sizes, type and use)

36 x 20m SHIRE WARE

Farm Machinery:

(type and use)

HOLLAND 7840 TRACTOR

MASSBY FERGUSON 835 TIPPING TRAILER TWIN AXLE

MUCK TRAILER, CHAIN ARROWS, TOPPER MOWER

CATTLE TRAILER, MINI DIGGER, SEED SPREAD

WEED/FEED, LIME SPREADER

Existing Slurry Capacity: TRAILER

4. Details of the proposed development

Is the proposal reasonably required for the purposes of agriculture? (Please explain why)

EXTENSION OF FARM

BUILDINGS TO HOUSE LIVESTOCK, BREEDING PENS

NEW BARN, NEW ACCESS ROAD FROM

LONGRIDGE ROAD,

Is the proposed development designed for the purposes of agriculture? (Please explain how)

YES KEEPING & BREEDING
OF LIVESTOCK SHEEP ALPACAS FOR SALE &
EDUCATIONAL FOR SCHOOLS FOR CHILDREN TO
SEE ANIMALS GIVING BIRTH ETC

Are there any future plans that are relevant to the proposed development? (Expansion of herd/ diversification ect.)

THIS IS AN EXTENSION TO THE EXISTING USE
FOR BREEDING ALPACAS

5. Any further information



**Rural Payments
Agency**

Rural Payments Agency T: 03000 200 301
PO Box 352 E: ruralpayments@defra.gov.uk
Workshop Twitter: @Ruralpay
S80 9TG www.gov.uk/rpa

Mr David Warbrick
BarracloUGH Cottage
Whalley Road
Pendleton
Clitheroe
BB7 1PP

1 September 2017
SBI: 200278383
Business name: Mr David Warbrick
Task number: CRM-1064550-B7S5T4
Our ref: CPH Notif CPH (30) F
Your ref:

Dear Mr Warbrick

County Parish Holding (CPH) number and Single Business Identifier (SBI)

As you requested, we've allocated a CPH number to your business

Your new CPH number is shown below and refers to the location of your main business

CPH number: 21/120/0142
Business/Place of business: BarracloUGH Cottage
Whalley Road
Pendleton
Clitheroe
BB7 1PP

Please keep a record of your CPH number as you may be asked for it by RPA, other Defra agencies or your Local Authority

Your Single Business Identifier

We've also allocated a Single Business Identifier (SBI) to your business. This is a unique reference for your business:

Your SBI is: 200278383

Please give your SBI whenever you contact us. We need this number to find your records quickly.

What you need to do

If the business name shown in this letter is wrong, a person with full permission for the business on the Rural Payments service should change this, and any other incorrect business details, online. They need to make any changes as soon as possible, so that the Rural Payments service is up to date.

AGRICULTURAL LAND LEASE AGREEMENT

THIS AGRICULTURAL LAND LEASE AGREEMENT ("Lease") is entered into this Monday 6th April 2020 by and between Henry John Peter Wilkinson of Foxfields Farm, Stonyhurst, Nr. Clitheroe BB7 9PN ("the Lessor"), and David Warbrick of BarracloUGH Cottage, Whalley Road, Pendleton, Nr. Clitheroe BB7 1PN ("the Lessee").

WITNESSETH:

WHEREAS, the Lessor desires to lease certain land to Lessee to use for agricultural purposes; and

WHEREAS, the parties desire to enhance the land, conserve its resources, and maintain the land in a high state of cultivation.

NOW, THEREFORE, and in consideration of the terms, conditions, covenants, and promises herein contained, and for other good and valuable consideration, the receipt and sufficiency of all which are hereby acknowledged, the parties hereto covenant and agree as follows:

Section I. PROPERTY TO BE LEASED:

- (a) The Lessor hereby leases to the Lessee the following described property, to use for agricultural purposes:
All that tillable land stipulated between the parties to contain approximately 25.3 acres +/-, known as OS0800 (10.55 acres) and OS2200 (14.68 acres) of Holding Number 21-112-0064 at Foxfields Farm, Stonyhurst, Nr. Clitheroe BB7 9PN
(highlighted brown on the attached plan – page 6 of 6)
- (b) The parties agree that the aggregate number of acres stipulated upon which Lessee is obligated to pay rent for the use thereof is twenty five acres.

Section II. TERM OF LEASE:

The term of the lease will be for a five (5) year term beginning on Monday 6th April 2020 and ending on Saturday 5th April 2025.

Section III. RENEWAL:

This Lease may be renewed for a two year period only in writing signed by the Lessor and the Lessee to renew or agree to renew this Lease.

There is no obligation, expressed or implied, on the part of the Lessor to renew or agree to renew this Lease.

Section IV. RENT:

For the use of this property Lessee shall pay Lessor annual cash rent of £2,500 (two thousand, five hundred pounds) based upon a rate of £100/acre/annum x 25 acres, payable on or before April 14th annually.

Section V. DUTIES OF LESSEE:

- (a) Lessee shall be responsible for controlling, thistles, and other noxious weeds on the premises.
- (b) Lessee shall farm the aforesaid property in a husband like manner and in accordance with the customary farming practices and shall not use the land for any other purposes.
- (c) Lessee shall permit employees of the Lessor to enter upon the lands in pursuit of their assigned duties and to inspect the premises.
- (d) Lessee shall surrender the land at the conclusion of this Lease.
- (e) Lessee shall maintain the "pH" and fertility levels of the soil at their current levels. Lessee shall complete an annual soil test and submit a copy of the results to the Lessor within the period of this agreement.
- (f) Lessee shall furnish all labor and equipment, and Lessee shall also provide at Lessee's expense, all seed, fertilizer, herbicides and time. Lessee shall also keep the ditches on the property clear and maintain the fences, if any.
- (g) Lessee shall not remove any fencing, buildings, structures, boundary markers, or alter or damage roads, ditching, hedgerows, soil or trees or commit any waste on said premises without written consent of the Lessor.
- (h) This Lease does not convey hunting rights. Should the Lessee determine that the exercise of hunting rights on adjacent property owned by the Lessor interferes with Lessee's operations, Lessee may terminate the Lease at the end of any year. Nothing in this Lease shall prevent the Lessee from exercising any right with respect to seeking damages from third parties hunting on the Property.
- (i) Lessee will pay for all crop inputs required for production of crops.
- (j) Lessee is allowed to work the ground at any time of day or night as necessary for timely production of crops.
- (j) Lessee agrees to use the property for crops considered to be agronomic for purposes of maintaining the tax status of the land as farmland.
- (k) Lessee shall maintain the water supply system, in particular keeping any streams or ditches flowing freely.

Section VI. DUTIES OF LESSOR:

- (a) Lessor warrants that Lessee shall have peaceful and undisturbed possession of the tillable land in accordance with this Lease.
- (b) Lessor represents that the subject property is exempt from all real property taxes.
- (c) Lessor agrees to allow Lessee to park farm equipment, such as tractors, trucks, combines, planters, disks, trailers, plows, spreaders, cultivators, packers, sprayers, etc., as required for production of crops, on the property provided such use does not interfere with any Lessor related projects and only during planting, harvesting, and cultivation of crops. Lessor shall not be liable for missing or damaged equipment.
- (d) Lessor agrees to allow Lessee the use of the private lane and farm entrances *(highlighted in green on the attached plan - page 6 of 6)* as required to have access to the fields day or night.
- (e) Lessor retains, and is responsible for any rights to government crop assistance, disaster assistance, crop insurance payments and/or subsidy payments. Long-term set aside agreements are not included in this lease.

Section VII. DEFAULT BY LESSEE:

If the Lessor determines that the Lessee is in violation of any terms or conditions of this Lease, then Lessor shall send written notice of such violation to Lessee by registered or certified mail to the address below. Should Lessee fail to correct any violation within fourteen (14) days from the receipt of such notice, Lessor will then have the right to immediately terminate this Lease. Upon such termination Lessor shall be entitled to an immediate possession of the leased property and any crops remaining thereon, with no obligation to reimburse the Lessee therefore. Rent shall be adjusted on pro rata basis to the date of termination.

Section VIII. LIABILITY:

Lessor shall not be responsible for or to supervise farming activities of Lessee or for any other acts done or omitted by Lessee in connection with this lease. Further, Lessee hereby agrees to indemnify and hold harmless the Lessor and their employees and agents from and against any losses, claims, damages, liabilities, costs, judgements, fines, amounts paid on account thereof (whether in settlement or otherwise), expenses and fees (collectively, a "claim") arising out of, or in any manner pertaining to this lease.

Section IX. GENERAL PROVISIONS:

- (a) Lessee shall not assign this Lease or sublet the property, nor any portion thereof, without prior written consent of Lessor.
- (b) Lessee shall not make any alterations or additions to the property without the prior written consent of Lessor. Any additions that may be authorized by Lessor shall be at Lessee's expense.
- (c) This Lease sets forth the entire understanding of the parties and shall not be altered or amended except by a written document signed by all the parties hereto.
- (d) This Lease is binding on the parties hereto, their heirs, and personal representatives, successors or assigns, as the case may be.
- (e) All notices required or provided under this Contract shall be in writing and shall be delivered personally or shall be sent by pre-paid registered or certified mail, addressed as set forth below:

If to Lessor:

John Wilkinson
Hacking Boat House
Foxfields Farm
Stonyhurst
Near Clitheroe
BB7 9PN

If to Lessee:

David Warbrick
Barraclough
Cottage
Whalley Road
Pendleton
Near Clitheroe
BB7 1PP

- (f) This Contract is enforceable under English law.
- (g) If any provision in this Contract or the application thereof cannot be enforced to its fullest extent, then such provision shall be enforced to the maximum extent permitted by law. The invalidity, illegality, or unenforceability of any term or provision of this Contract shall not affect or limit the validity, legality or enforceability of any other term or provision.

HEREOF..... IN WITNESS WHEREOF, the parties have executed this Lease and affixed their respective signatures the date first above written:

Signature of Lessor: J. Wilksaw

Signature of Lessee: D. Whitlock

Signature of Witness: Peter Hines

Address of Witness:
14 BOWLAND CLOSE
LONGRIDGE
PRESTON
PR3 3TU



Rural Payments
Agency

Rural Payments Agency T: 03000 200 301
PO Box 352 E:ruralpayments@defra.gov.uk
Worksop Twitter: @Ruralpay
S80 9FG www.gov.uk/rpa

Mr E M Warbrick
BarracloUGH Cottage
Whalley Road
Pendleton
Clitheroe
BB7 1PP

23 November 2020

SBI: 200582725

Business name: Ellis Michael Warbrick

Task number: CRM-2365262-W9J5F5

Our ref: CPH Notif CPH (6.0) F

Dear Mr Warbrick

County Parish Holding (CPH) number and Single Business Identifier (SBI)

As you requested, we have added your new land details to our customer register and can confirm they fall within your current CPH number.

Your CPH number is shown below and refers to the location of your additional place of business.

CPH number: 21/120/0144

Business/Place of business: BarracloUGH Cottage, Whalley Road, Pendleton,
Clitheroe, BB7 1PP

Land Parcel: Grid Ref: SD6737 6492 - SD6737 7993

Please keep a record of your CPH number as you may be asked for it by the Rural Payments Agency (RPA), other Defra agencies or your Local Authority.

Keeping records up to date

Remember you need to tell us (RPA) if you do any of the following:

- take on new land
- give up land
- share land with any other livestock keeper

If the land is in Wales you need to tell Welsh Government. If the land is in Scotland you need to tell Scottish Government.

You also need to tell APHA if you start, or stop, keeping any particular livestock species.

If you have any questions about this letter

You can call us on 03000 200 301. Or you can email us at ruralpayments@defra.gov.uk, adding 'Customer Registration' and your SBI in the subject line.

Contact information

Contact details for the different agencies are listed below.

| Agency | Helpline | Email |
|--------|---------------|--|
| RPA | 03000 200 301 | ruralpayments@defra.gov.uk |
| APHA | 03000 200 301 | customer.registration@apha.gov.uk |
| BCMS | 0345 050 1234 | bcmsenquiries@rpa.gov.uk |

You can find further information about APHA, BCMS and RPA at www.gov.uk.

Yours sincerely

Carol Danks (Mrs)
Rural Payments Agency