

Planning Obligation By Way Of Unilateral Undertaking
Under Section 106 Of The Town & Country Planning Act
1990

relating to Land adjacent to Mulgrave House, Ribblesdale Avenue, BB7
2HZ

Table of Contents

1. Interpretation
2. Statutory Provisions
3. Covenants with the Council
4. Release
5. Determination of Deed
6. Local Land Charge
7. Ownership
8. Notices
9. Third Party Rights
10. Governing Law

This Deed is Dated 01.07.2024

Party

(1)

(2)

Background

- i. Ribble Valley Borough Council is the local planning authority for the purposes of the TCPA 1990 for the area in which the property is located
- ii. The Owner is the registered proprietor of the land
- iii. The Developer has made the Planning Application and is proposing to carry out the development
- iv. The Developer intends to develop the Property pursuant to the Planning Permission
- v. The Owner gives this undertaking to perform the obligations set out in this Deed

Agreed Terms

1. INTERPRETATION

The following definitions and rules of interpretation apply in this Deed

1.1 Definitions

Commencement of Development: the carrying out in relation to the Development of any material operation as defined by section 56(4) of the TCPA 1990.

Commencement Date: the date of Commencement of Development.

Development: the development of the Property described in the Planning Application.

Land: the land edged red on the Plan.

Plan: the plan attached to this Deed.

Occupation: occupation for the purposes permitted by the Planning Permission but does not include use by personnel whilst engaged in construction, fitting out or decoration or occupation in relation to security operators and 'Occupy' shall be construed accordingly.

Planning Application: the application for the Development submitted by or on behalf of the Owner to the Council to which the Council has allocated reference number 3/2024/0303.

Planning Permission: the planning permission to be granted by the Council in respect of the Planning Application.



Property: the leasehold land on the northwest of Ribblesdale Avenue, Clitheroe, shown edged red on the Plan being part of the land registered at HM Land Registry under title number LAN243729 & 228585.

Self-Build and Custom House Building: the building or completion by:

- a) Individuals;
- b) Associations of individuals; or
- c) Persons working with or for individuals or associations of individuals

of houses to be occupied as homes by those individuals (as defined in the Self Build Custom Housebuilding Regulations 2016).

TCPA 1990: Town and Country Planning Act 1990.

Working Day: any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England.

- 1.2 Clause headings shall not affect the interpretation of this Deed.
- 1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.5 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.6 A reference to any party shall include that party's personal representatives, successors and permitted assigns.
- 1.7 A reference to the Council shall include the successors to its respective statutory functions.
- 1.8 Unless the context otherwise requires, a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.9 Unless the context otherwise requires, a reference to a statute or statutory provision shall include any subordinate legislation made from time to time under that statute or statutory provision.
- 1.10 A reference to **writing** or **written** excludes faxes and e-mail.
- 1.11 A reference to **this Deed** or to any other deed or document referred to in this Deed is a reference to this Deed or such other deed or document as varied or novated (in each case, other than in breach of the provisions of this Deed) from time to time.
- 1.12 References to clauses are to the clauses of this Deed.
- 1.13 Any words following the terms **Including, Include, In particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.14 Where an obligation falls to be performed by more than one person, the obligation can be enforced against every person so bound jointly and against each of them individually.

2 STATUTORY PROVISIONS

- 2.1 This Deed constitutes a planning obligation for the purposes of section 106 of the TCPA 1990, section 111 of the Local Government Act 1972 and any other enabling powers.
- 2.2 The obligations contained in clause 3 of this Deed are planning obligations for the purposes of section 106 of the TCPA 1990 and are entered into by the Owner with the intention that they bind the interests held by those persons in the Property and their respective successors and assigns.
- 2.3 This Deed shall come into effect on the date of grant of the Planning Permission.
- 2.4 The obligations contained in clause 3 of this Deed are enforceable by the Council in accordance with section 106 of the TCPA 1990.

3 COVENANTS WITH THE COUNCIL

- 3.1 The Owner covenants with the Council that any individual dwelling or serviced plot constituting the Development shall:
 - 3.1.1 only be Self Build and Custom House Building; and
 - 3.1.2 only be first occupied by a person or persons who satisfy the requirements of the Self Build and Custom House Build Act 2015 and the regulations made thereunder.

4 RELEASE

No person shall be liable for any breach of an obligation, restriction or covenant contained in this Deed after parting with all of its interest in the property, except in respect of any breach subsisting prior to parting with such interest.

5 DETERMINATION OF DEED

5.1 This Deed shall be determined and have no further effect if Planning Permission;

5.1.1 expires before the Commencement of Development

5.1.2 is varied or revoked other than at the request of the owner, or

5.1.3 is quashed following a successful legal challenge.

6 LOCAL LAND CHARGE

This Deed is a local land charge and shall be registered as such by the Council

7 OWNERSHIP

7.1 The Owner warrants that no person other than the Owner has any legal or equitable interest in the Property.

8 NOTICES

8.1 A notice to be given under or in connection with this Deed must be in writing and must be:

8.1.1 delivered by hand; or

8.1.2 sent by pre-paid first class post or other next working day delivery service.

8.2 Any notice to be given under this Deed must be sent to the relevant party as follows:

8.2.1 to the Council at: Council Offices, Church Walk, Clitheroe, Lancashire, BB7 2RA;

8.2.2 to the Owner at: 7 Hayhurst Road, Whalley, Lancs, BB7 9RL

8.2.3 to the Developer at: 7 Hayhurst Road, Whalley, Lancs, BB7 9RL

or as otherwise specified by the relevant person by notice in writing to each other person.

8.3 Any notice given in accordance with clause 8.1 and clause 8.2 will be deemed to have been received:

8.3.1 if delivered by hand, on signature of a delivery receipt [or at the time the notice is left at the address] provided that if delivery occurs before 9.00 am on a Working Day, the notice will be deemed to have been received at 9.00 am on that day, and if delivery occurs after 5.00 pm on a Working

Day, or on a day which is not a Working Day, the notice will be deemed to have been received at 9.00 am on the next Working Day;

8.3.2 if sent by pre-paid first class post or other next working day delivery service at 9.00 am on the second Working Day after posting.

8.4 A notice given under this Deed shall not be validly given If sent by e-mail.

8.5 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

9 THIRD PARTY RIGHTS

A person who is not a party to this Deed shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Deed.

10 GOVERNING LAW

This Deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

Executed as a Deed by

[Redacted]

In the presence of:

[Redacted]

Witness Sign

[Redacted]

Witness Name:

[Redacted]

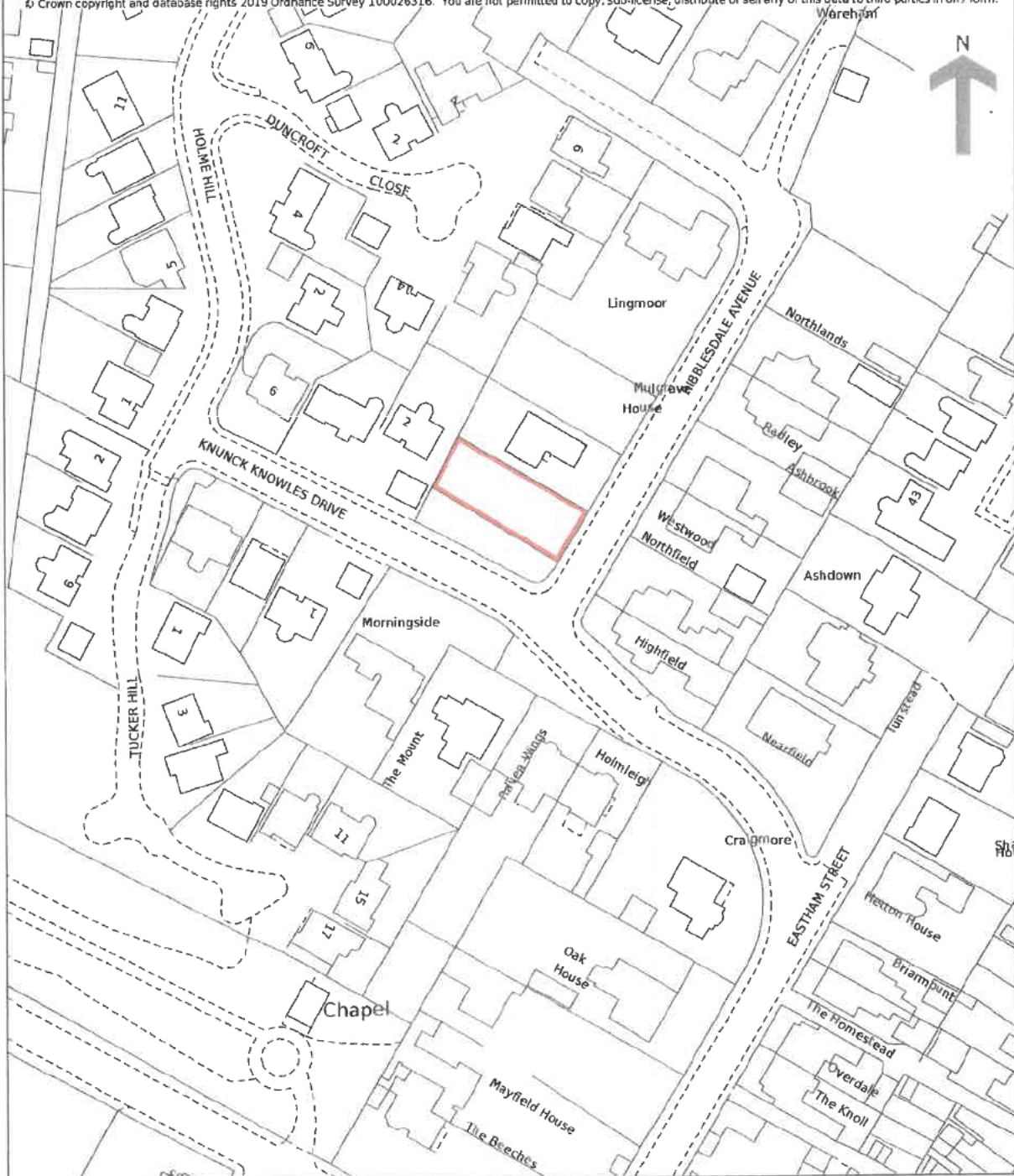
Witness Address

HM Land Registry
Official copy of
title plan

Title number **LAN228585**
Ordnance Survey map reference **SD7442SW**
Scale **1:1250 enlarged from 1:2500**
Administrative area **Lancashire : Ribble Valley**



© Crown copyright and database rights 2019 Ordnance Survey 100026316. You are not permitted to copy, sub-license, distribute or sell any of this data to third parties in any form.



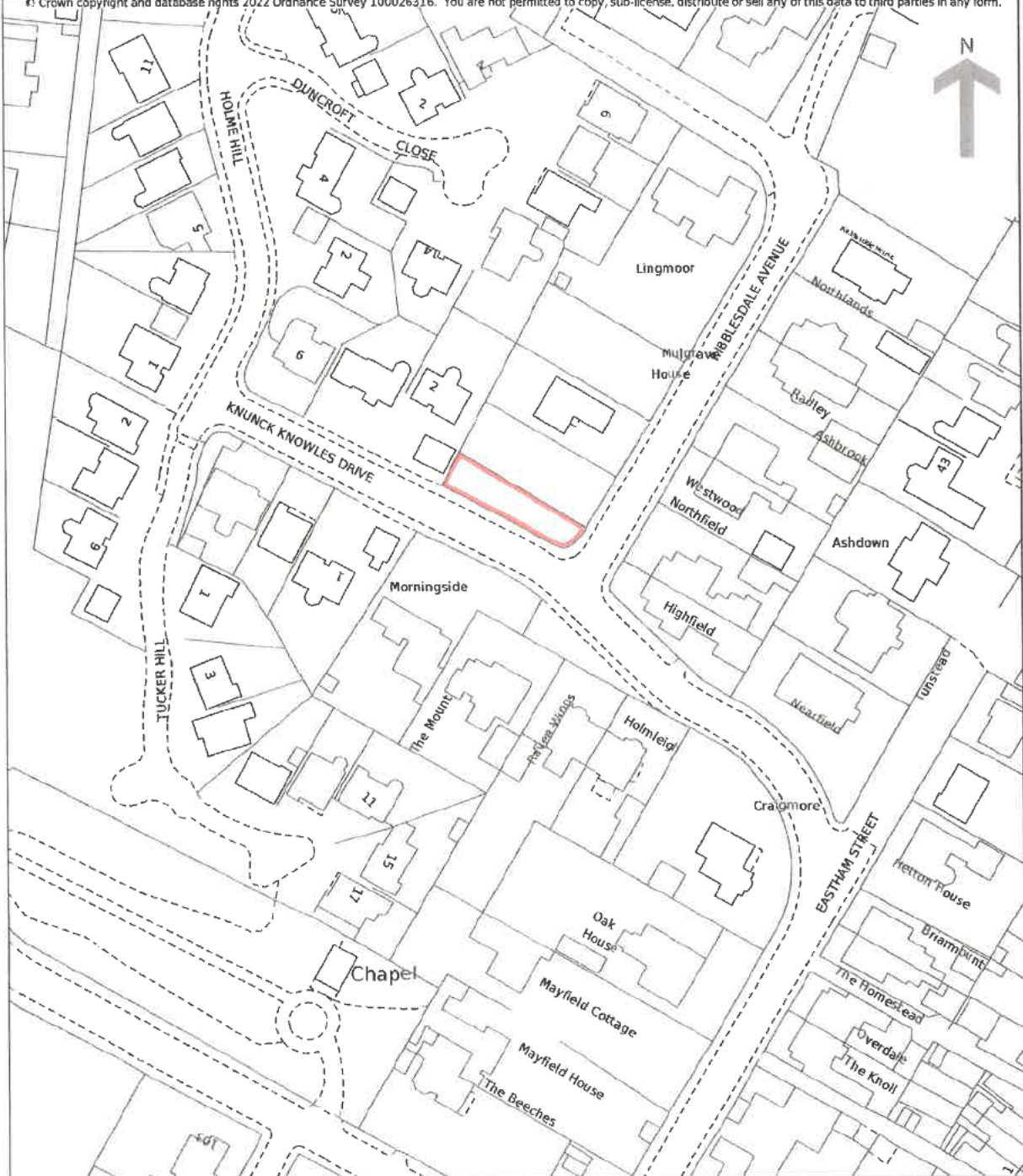
This official copy is incomplete without the preceding notes page

HM Land Registry
Official copy of
title plan

Title number **LAN243729**
Ordnance Survey map reference **SD7442SW**
Scale **1:1250 enlarged from 1:2500**
Administrative area **Lancashire : Ribble Valley**



© Crown copyright and database rights 2022 Ordnance Survey 100026316. You are not permitted to copy, sub-license, distribute or sell any of this data to third parties in any form.



This official copy is incomplete without the preceding notes page