

03 March 2025

Given by

David Christopher Bolton

**Planning Obligation By Way Of Unilateral Undertaking Under Section
106 Of the Town And Country Planning Act 1990**

**Relating to Self-Build at 248 Preston Road, Alston, Longridge, Preston
PR33BD.**

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This deed is dated 03/03/2025

Parties - David Christopher Bolton (The owner and Landowner)

Background

- A) The council is the local authority for the purposes of the TCPA 1990 for the area in which the property is situated. (Ribbles Valley Borough Council.)
- B) The owner is the registered proprietor of the property.
- C) The owner has made the planning application and is proposing to carry out the development.
- D) The owner intends to develop the property pursuant to the planning permission.
- E) The owner gives this undertaking to perform the obligations set out in this deed.

Agreed terms

1. Interpretation

The following definition 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 but disregarding for the purposes of this deed, and for no other purpose, the following operations:

- a) Demolition works.
- b) Site clearance.
- c) Ground investigations.
- d) Site Survey Works.
- e) Temporary access construction works.
- f) Archaeological investigation; and
- g) Erection of any fences and hoardings around the property.

Commenced and commences shall be construed accordingly.

Commencement Date: the date of commencement of development.

Council: Ribbles Valley Borough Council of the offices, church Walk, Clitheroe, Lancashire, BB7 2RA.

Development: the development of the property described in the planning application.

Plan: the plan attached to this deed.

Property: shown edged red on the plan consisting of:

- a) The freehold land being 248 Preston Road, Alston, Longridge, Preston Lancashire, PR33BD, registered at HM Land Registry under Title number LAN188782.
- b) The land to be re-registered at HM Land Registry with absolute title under Title number LAN188782

Planning Application: an application for planning permission registered by the council on 07/05/2024 under reference number **Application 3/2024/0348**.

Planning permission: the planning permission to be granted by the council in respect of the planning application.

Self-build and Custom Building: the building or completion by:

- c) Individuals.
- d) Associations of individuals; or
- e) 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: in the 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 included a natural person, corporate or unincorporated body (whether 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 excluded faxes and email.
- 1.11 A reference to this deed or to any other deed or document referred to in this deed or such 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 term(s) 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 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 intention that they bind the interests held by that person in the property and their respective successors and assigns.
- 2.3 This deed comes into effect on the date of granting 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 The owner covenants with the council that the dwelling 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 building 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 to parting with such interest.

5. Determination of deed.

- 5.1 This deed shall be determined and have no further effect if the 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

- 6.1 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 part as follows.
- 8.2.1 To the council at: Council offices, church walk, Clitheroe, Lancashire, BB7 2RA
 - 8.2.2 To the owner at 248 Preston road, Alston, Longridge, Preston Lancashire, PR33BD marked for the attention of David Bolton.
 - 8.2.3 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 received:
- 8.3.1 If delivered by hand, on signature of a delivery receipt provided that, if delivery occurs.

11. PLAN

Plan of Unilateral Undertaking AS PART OF Application 3/2024/0348

