

Dated 14th May

2025

Patricia Swingler

And

Zoe Swingler

Planning Obligation By Way Of Unilateral Undertaking Under Section 106 Of The Town And
Country Planning Act 1990 Relating To Land at Lees House Farm Whitewell Road Cow Ark Clitheroe

TABLE OF CONTENTS

1.	Interpretation	3
2.	Statutory provisions	5
3.	Covenants with the council	5
4.	Release	5
5.	Determination of deed	5
6.	Local land charge	6
7.	Ownership	6
8.	Notices	6
9.	Third party rights	7
10.	Governing law	7

THIS DEED is dated

14th

May

2025

Parties

- (1) Patrica Swingler of [REDACTED] (Owner) and
(2) Zoe Swingler of [REDACTED] (the Developer).

Background

- (A) The Council is the local planning authority for the purposes of the TCPA 1990 for the area in which the Property is situated.
(B) The Owner owns the Property.
(C) The Developer has made the Planning Application and is proposing to carry out the Development.
(D) The Developer 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 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.

Council: Ribble Valley Borough Council of Council 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.

Planning Application: an application 3/2025/0068 for planning permission registered by the Council registered 26/02/2025

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

Property: part of the freehold land adjoining Lees House Farm, Whitwell Road, Cow Ark, Clitheroe shown edged red on the Plan and registered at HM Land Registry with absolute title under Title number LA934719.

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: 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** 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 in title 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 email.

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).

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 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 Developer 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 comes 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 the individual dwelling or serviced plot constituting the Development shall:
 - 3.1.1 only be a 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

- 4.1 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.
- 4.2 The obligations contained in this Deed shall be enforceable against the Owner and the Developer and any successors in title until the first occupation of the Property by a person or persons who satisfy the requirements of clause 3.1.2. Following such occupation, the Owner, the Developer and all prior owners shall cease to have any liability under this Deed.

5. DETERMINATION OF DEED

- 5.1 This Deed shall be determined and have no further effect if the Planning Permission:
 - 5.2 expires before the Commencement of Development;
 - 5.3 is varied or revoked other than at the request of the Developer ; or
 - 5.4 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 or other communication 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 Developer at: [REDACTED]

8.2.3 to the Owner at: [REDACTED]

8.2.4 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:

8.3.1.1 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:

8.3.1.2 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 give under this Deed is not validly given if sent by email.

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 does 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.

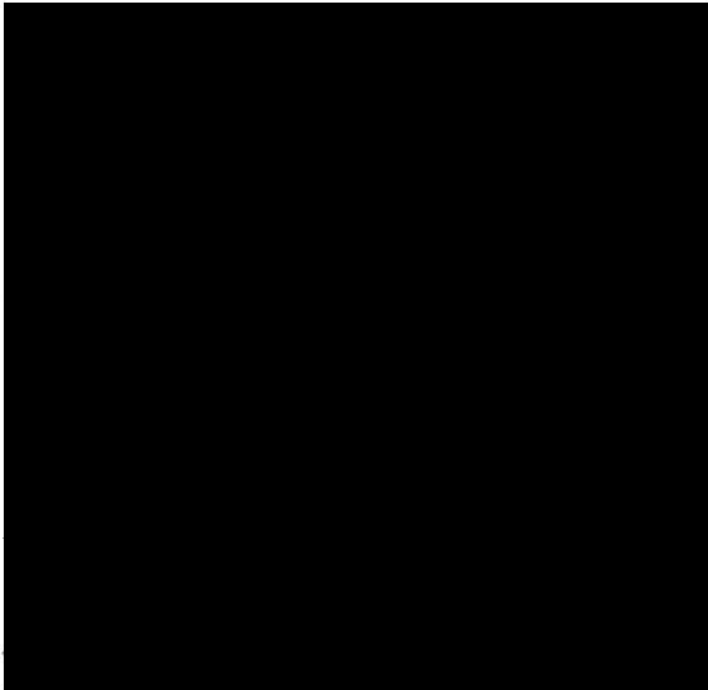
Signed as a deed by

In the presence of:

Witness Signature:

Full Name:

Full Address:



.....

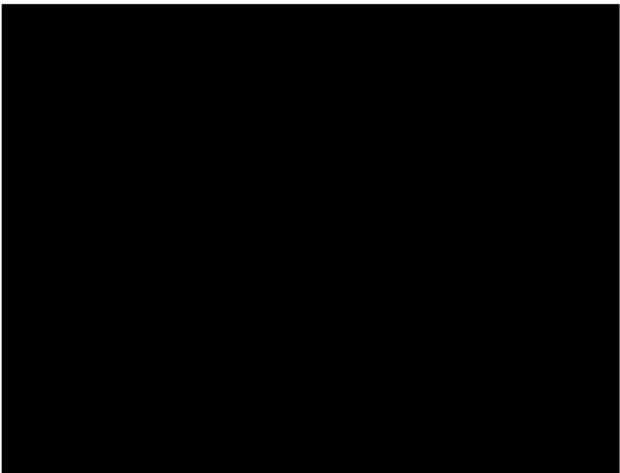
Signed as a deed by

In the presence of:

Witness Signature:

Full Name:

Full Address:



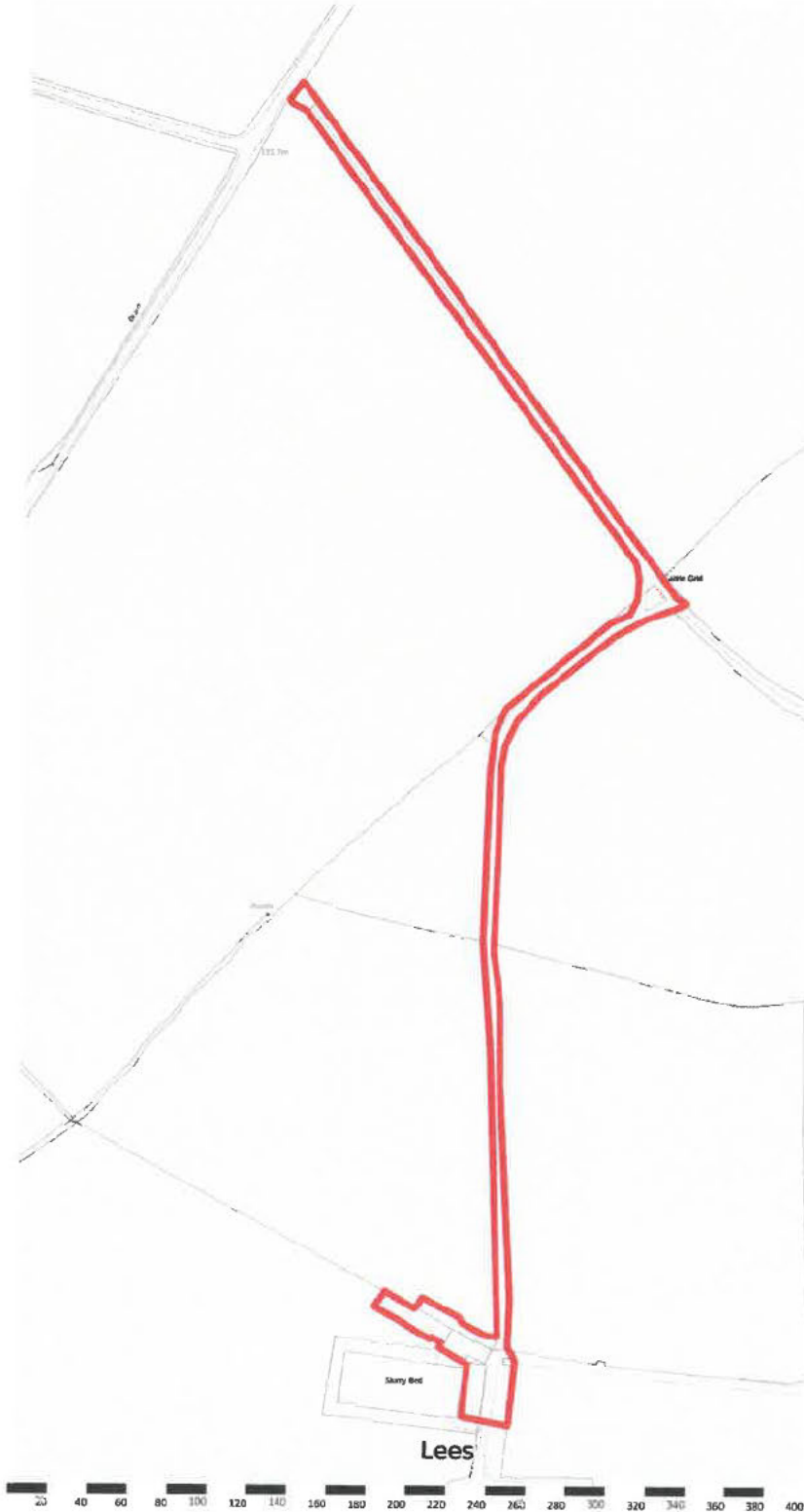
.....
Ellie Parr
Solicitor
Pullman House
2-4 Duck Street
Clitheroe
BB7 1LP
.....
.....
.....

SITE LOCATION PLAN
AREA 5 HA
SCALE 1:1250 on A4
CENTRE COORDINATES: 366476, 443662



Location Plan

Address
CENTRE OF POND 177M FROM LEES HOUSE FARM, WHITEWELL ROAD 15M FROM
Date 15/04/2025
Grid reference 366438, 444171



Scale: 1:2500 | Area: 32ha | Paper size: A3

7114-E00-A-Location Plan
NJS Rehabilitation
Whitewell Road
Lees
Cliftheree

