

**UNDER SECTION 106 OF THE TOWN AND COUNTRY
PLANNING ACT 1990 AS AMENDED BY SECTION 12 OF
THE PLANNING AND COMPENSATION ACT 1991**

**RELATING TO:
SPRINGSIDE BARN, KNOTTS LANE, TOSSIDE,
NEAR SKIPTON, BD23 4SJ**

THIS UNILATERAL UNDERTAKING IS GIVEN THIS 29th **DAY**
OF MAY **2007 BY**

1. **LINDA BARNES** of Springside Farm, Knotts Lane, Tosside, near Skipton, BD23 4SJ (hereinafter called "the Owner")
2. **RIBBLE VALLEY BOROUGH COUNCIL** of Council Offices, Church Walk, Clitheroe, BB7 2RA (hereinafter called "the Council")

RECITALS

- (1) The Council as Local Planning Authority for the Borough of Ribble Valley for the purposes of Section 106 of the Act
- (2) The Owner is the owner of the freehold interest in the property Springside Farm Barn, Knotts Lane, Tosside aforesaid ("the Property") registered at HM Land Registry under Title Number LA 924690 shown edged red on the plan attached hereto the Property being part of the Land comprised in the Title Number hereinbefore referred to.
- (3) The Owner has submitted a Planning Application to the Council relating to the property proposing to the conversion to workshop and dwelling shown on plans deposited with the Council under application 3/06/0356/P
- (4) The Owner recognises that the development proposed would not receive Planning Permission were the Owner not to sign the Undertakings hereinafter contained

NOW THIS DEED WITNESSETH as follows:

1. DEFINITIONS AND EXPRESSIONS

1.1 In this Deed the following definitions apply:

Act: The Town and Country Planning Act 1990 as amended;

Development: The development of the Property in accordance with the Planning Applications;

Planning The Planning Application under the Council
Application: reference 3/06/0356/P

Planning

Obligations: The undertakings specifies in the schedule hereto

- 1.2 Words in this undertaking importing one gender shall be construed as importing any other gender
- 1.3 Words in this undertaking of the masculine gender shall include the feminine and neuter genders and vice versa
- 1.4 References in this undertaking to any statutes or statutory instruments shall include and refer to any statute and statutory instruments amending consolidating or replacing them respectively from time to time and for the time being in force
- 1.5 The expressions "the Council" and "the Owner" shall include their respective successors in title and assigns

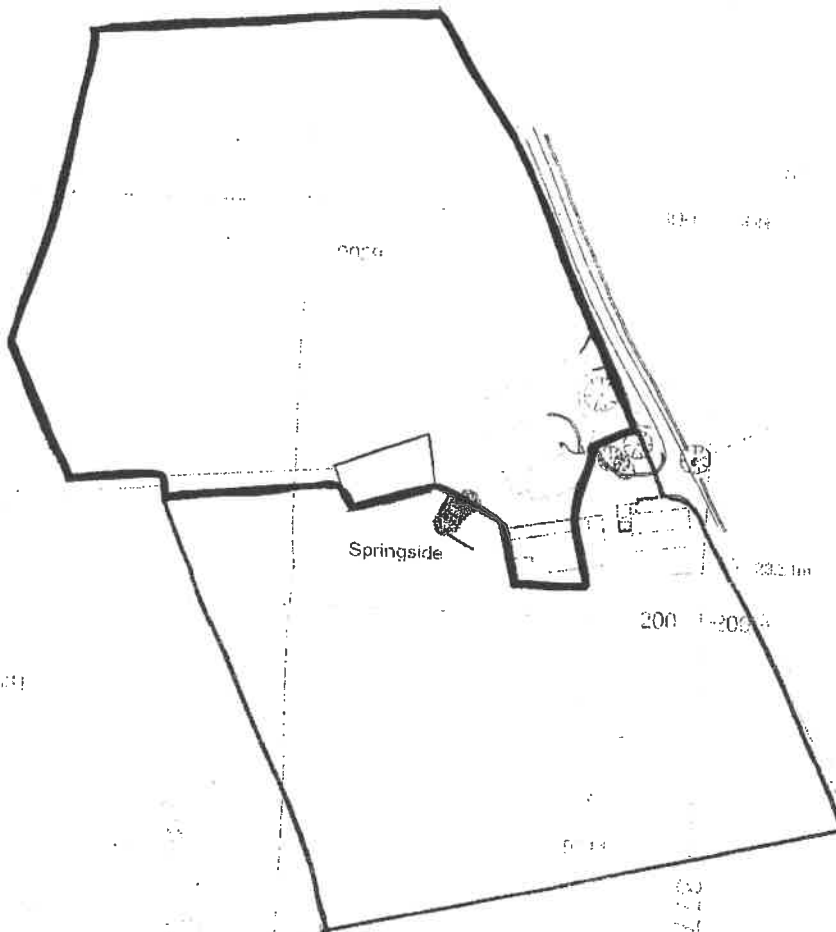
2. STATUTORY PROVISIONS

This Planning Obligation:

- (1) is given by the Owner to the Council
- (2) is given pursuant to the provisions of Section 106 of the Town and Country Planning Act 1990
- (3) is a planning obligation for the purposes of Section 106 of the Town and Country Planning Act 1990
- (4) is executed by the Owner as a Deed
- (5) will be registered as a local land charge
- (6) is given with the intent to bind the Property into whomsoever hands the Property may come

3. PLANNING OBLIGATIONS

- 3.1 The Owner covenants that she will comply with the Planning Obligations stated in the Schedule hereto
- 3.2 The Planning Obligations contained in this Deed are planning obligations for the purposes of Section 106 of the Act
- 3.3 The Planning Obligations may be enforced by the Council against the Owner and her respective successors in title



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7/11/2010

Client Details
Mrs L Barnes
Springside Farm
Knolls Lane
Tossie, BD23 4SJ

Project Details

Scale: 1:50 @ A3 Date: 11/01/2007 Drawn By: MW Drawing Number: TRI-0201

3.4 The Owner and any person deriving title from her shall be bound by the Planning Obligations which are contained in this Deed only to the extent that they have a legal interest in the land (or part of it) after the time when such obligations have arisen by commencement of development

3.5 The Planning Obligations shall not come into force until the Owner has begun development in reliance upon Planning Permission granted by the Council

IN WITNESS whereof the Owner has executed as a Deed by setting her hand the day and year first before written

THE SCHEDULE

The Planning Obligations

The Owner covenants with the Council:

- (1) That the live/work unit shall not be subdivided and that the occupation of the residential accommodation shall be limited to a person solely or mainly employed in the business operating from the remainder of the building, or a widow or widower of such a person, or any resident dependents

SIGNED AS A DEED by **LINDA**)



BARNES in the presence of:-)

Witness signature



Print Name 

Address 

Occupation

