

THIS UNILATERAL OBLIGATION is made 19<sup>th</sup> day of JUNE 2006  
BY John Wade and Elizabeth Wade of Oak Bank Farm, Stoney Gate Lane,  
Ribchester, Lancashire, PR3 3YN ("the Owners")

WHEREAS

1. The Ribble Valley Borough Council ("the Council") is the Local Planning Authority for the purpose of this deed for the area within which the land described in the first schedule ("the Farm House, and Lands") are situated and by whom the obligations in this deed are enforceable
2. The owners are seized for an estate in fee simple in the House, Buildings and Lands
3. The owners have by written application number 3/2006/0343 ("the Planning Application") applied to the Council for detailed permission to develop part of the Land ("the Development Land") in the manner and for the use set out in the planning application and the particulars deposited with the Council forming part of the planning application more particularly set out in the second schedule ("the Development")
4. The owners offer this obligation in consideration of detailed planning permission granted pursuant to the Planning Application ("the Permission")
5. The owners agree to be bound by the terms of this planning obligation and to be bound by and observe and perform the covenants agreements conditions and stipulations hereinafter contained and that this obligation is binding on the House and Development Land and the Owner's interest therein on the date the Permission takes effect.

**NOW THIS OBLIGATION** made in pursuance of sections 106 106a and 299a of the Town and Country planning Act 1990 (as amended) and all other enabling powers and is a planning obligation for the purposes of the said section 106.

**WITNESSETH** as follows:-

1. This obligation will only take effect if Permission is granted
2. The owners covenant with the Council to observe the covenants agreements and restrictions specified in the third schedule.
3. It is hereby agreed and declared as follows:-
  - i. The expressions "the Owners" shall include their respective successors in title and assigns
  - ii. No person shall be liable for breach of a covenant contained in this agreement after he shall have parted with all interest in the Farm Buildings and Land or the part in respect of which such breach occurs but without prejudice to the liability for any subsisting breach of covenant prior to parting with such interest
  - iii. The covenants contained in this obligation shall take effect only upon the dates specified by the Owner in a written notice served upon the Council as the date upon which the Development is to be commenced or if no such notice is served the actual date on which the Development was begun within the meaning of section 56 of the Town and Country Planning Act 1990
  - iv. If the Permission shall expire before the Development is begun (as defined above) or shall be revoked this obligation shall forthwith determine and cease to have effect

- v. Nothing in this obligation shall prohibit or limit the right to develop any part of the Farm Buildings and Land in accordance with a planning permission (other than the permission) granted (whether or not on appeal) after the date of this obligation
- vi. Any notice decision direction approval authority permission or consent required to be given or served hereunder shall be sufficiently served on any of the parties hereto if forwarded by registered or recorded delivery posted to it at ( if a company or corporation) its registered or a principal office or (if an individual) at his or her last known place of abode or business in England (or if two or more individuals) at the last known place of abode or business of one of them and the notice shall be deemed to be given at the time when it ought in the course of post to be delivered at the address to which it is sent
- vii. This obligation is a local land charge and shall be registered as such

**IN WITNESS WHEREOF** the Owners have duly executed this obligation as a deed the day and year first before written.

#### **THE FIRST SCHEDULE**

All those pieces or parcels of land and buildings shown edged red on plan attached ("the Plan") comprising a portion of Wood Field Farm, Longsight Road, Clayton-le-Dale, Blackburn, Lancashire

#### **THE SECOND SCHEDULE**

Erection of replacement dwelling and the reuse of the existing dwelling as garages and offices

### THE THIRD SCHEDULE

1. The existing dwelling on site shown coloured in brown on the plan shall no longer be used as a residence and will not be used for ancillary residential purposes.
2. The existing dwelling will be converted to provide garage facilities and office accommodation which will be used exclusively by the occupants of the proposed new dwelling on site coloured yellow on the plan and two employees and will not function to openly attract retail or commercial callers to the premises.
3. The existing planning consent reference number 3/2005/0766 which permits the extension of the existing dwelling edged brown on the plan will not be implemented.

IN WITNESS WHEREOF the Owners have hereunto set their hand as their deed the day and year first before written

Signed as a Deed by )

JOHN WADE )

And ELIZABETH WADE )

in the presence of )

  
E. Wade

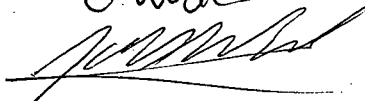
Signature of Witness

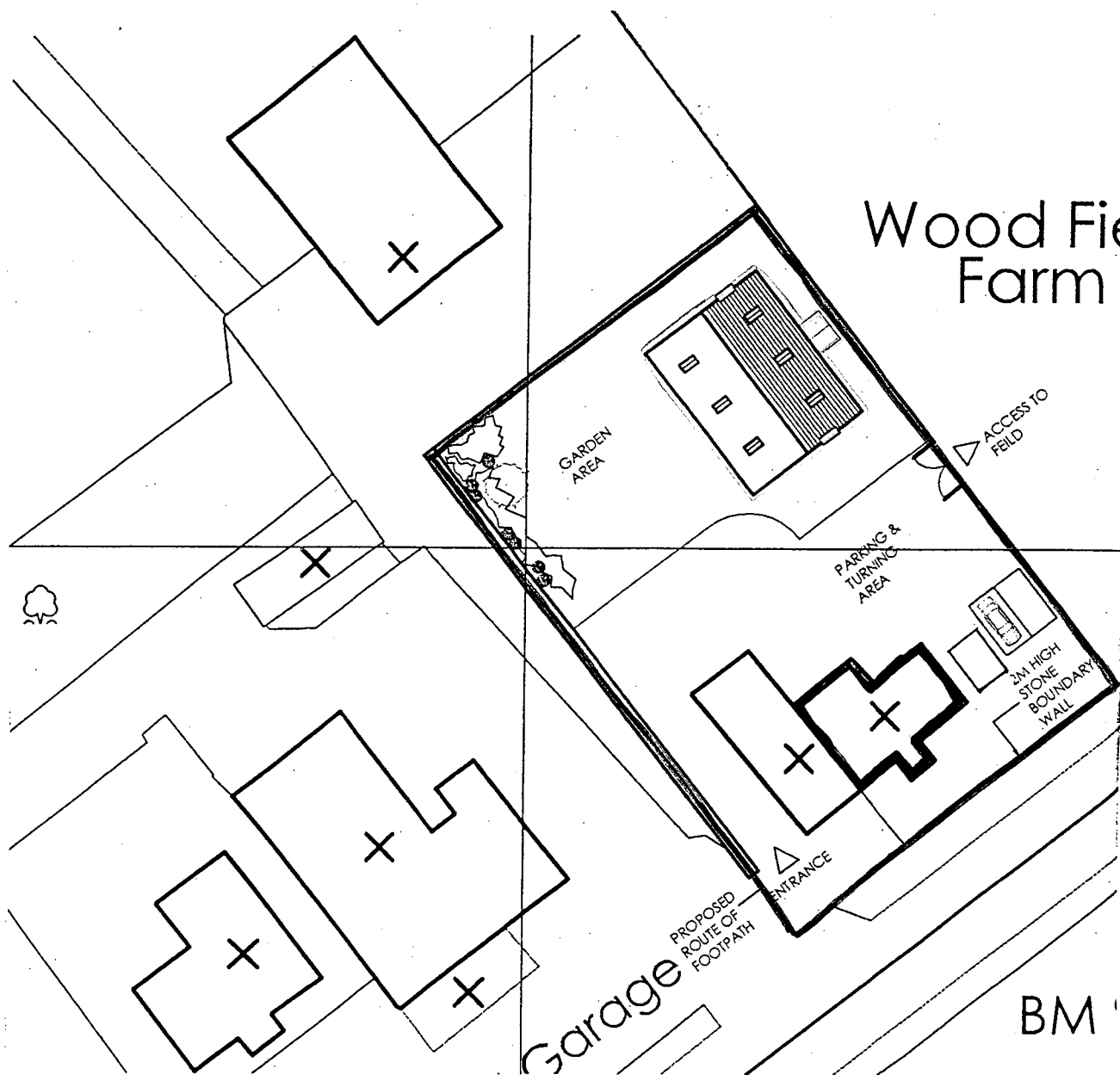
Name of Witness

Address

Occupation

J. A. Walton  
JAMES WALTON  
3 WOODBURY AVE  
FENCE, BURNLEY  
LANCASHIRE  
TRAINEE SURVEYOR

E. Wade  




PROPOSED SITE PLAN. 1:500

**Gary Hoerty Associates  
 Chartered Surveyors**

13 Fells View  
 Billington  
 Clitheroe  
 Lancashire  
 BB7 9LR

Telephone 01254 824453  
 Facsimile 01254 824453  
 email [info@ghaonline.co.uk](mailto:info@ghaonline.co.uk)

**TITLE** Plan for Unilateral Obligations –  
 In respect of Woodfield Farm, Longsight Road,  
 Clayton-le-Dale

**DATE**  
 June 2006

**SCALE**  
 1:500

**DRAWING No**  
 WADE/133/313

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