

DATED

23rd May

2014

RIBBLE VALLEY BOROUGH COUNCIL (1)

- and -

~~REDACTED~~

**SECTION 106 PLANNING AGREEMENT
TOWN AND COUNTRY PLANNING ACT 1990**

RELATING TO LAND KNOWN AS ELMRIDGE FARM, ELMRIDGE LANE,
CHIPPING, PRESTON, LANCASHIRE, PR3 2NY

THIS AGREEMENT AND DEED is made the 23rd day of May 2014

BETWEEN

1. **RIBBLE VALLEY BOROUGH COUNCIL** of Council Offices Church Walk Clitheroe Lancashire BB7 2RA (hereinafter called "the Council")
and
2. [REDACTED] of Elmridge Farm, Elmridge Lane, Chipping, Preston, Lancashire, PR3 2NY (hereinafter called "the Owner")

WHEREAS

- (1) The Owner is the freehold owner of Elmridge Farm, Elmridge Lane, Chipping, Preston, PR3 2NY the title of which land is registered at HM Land Registry under number LA702859 and shown edged red on the Plan attached hereto ("the Property")
- (2) The Council is the Local Planning Authority for the purposes of the Town and Country Planning Act 1990 (as amended) for the area within which the Property is situated and by whom the obligations contain in this Agreement are enforceable
- (3) The Owner on the 26th day July of Two thousand and thirteen applied to the Council for planning permission for a development comprising a conversion of 3 no. barns to 4 no. residential dwellings and erection of agricultural building following demolition of existing structures and creation of agricultural access road on the Property as detailed in the plans and particulars deposited with Council under reference 3/2013/0691
- (4) The Council is satisfied that the development is such as may be approved by it under the Act of 1990 (as amended) but subject to the Owner entering into this Planning Obligation Agreement in accordance with Section 106 of the Town and Country Planning Act 1990 ("the 1990 Act")

IT IS HEREBY AGREED as follows:

1. **DEFINITIONS**

- 1.1 In this Agreement unless the context otherwise requires:

Application

"Application" means the application for Planning Permission submitted to the Council reference number 3/2013/0691

Development

"Development" means such development as may be authorised by the Planning Permission

Plan

"Plan" means the Property location plan annexed hereto and edged red.

Planning Permission

"Planning Permission" means the Planning Permission granted pursuant to the Application.

Interpretation

- 1.2 The headings in this Agreement do not and will not by implication form any part of this Agreement and shall have no legal force whatsoever
- 1.3 Unless the context requires otherwise reference to this Agreement to a clause schedule or paragraph are references respectively to a clause schedule of paragraph of this Agreement
- 1.4 Where any part to this Agreement comprises two or more persons any obligation on the part of that party contained or implied in this Agreement shall be deemed to be joint and several obligations on the part of these persons and references to that party shall include reference to each or any of those persons
- 1.5 A reference to any statute or statutory section shall be taken to include a reference to any statutory, amendment, modification or re-enactment of it for the time being in force
- 1.6 Words denoting the singular shall include the plural and vice versa words denoting any gender shall include all genders and words denoting persons shall include bodies corporate and vice versa

2 **Enforceability**

- 2.1 This Agreement is a Planning Obligation with the intent to bind the Property and the Owner and Successors in Title to observe and perform the covenants herein
- 2.2 The obligations of this Agreement shall take effect on the implementation of the relevant part of the development pursuant to the Planning Permission
- 2.3 No persons shall be liable for a breach of covenant contained in this Agreement after he shall have parted with his interest in the Property or the part in respect of which such a breach occurs but without prejudice to liability for any existing breach of covenant prior to parting with such interest
- 2.4 The provisions of this Agreement are not intended to be enforceable by any third party (which for the avoidance of doubt shall exclude any statutory successor or authority to the Council or successors in the title to the Owner) pursuant to the Contract (Rights of Third Parties) Act 1999

3 **Expiry Modification Variation or Amendments of Planning Permission**

- 3.1 If the Planning Permission shall expire before implementation of Development or shall at any time be revoked this Agreement shall forthwith determine and cease to have effect
- 3.2 Nothing in this Agreement shall prohibit or limit the right to develop any part of the Property in accordance with any planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Agreement and this Agreement shall not apply to development carried out under any planning permission other than the Planning Permission

4 **Registration**

This Agreement is a Local Land Charge and shall be registered as such by the Council

5 **Service of Notices**

Any notice or other written communication to be served by one party upon any other pursuant to the terms of this Agreement shall be deemed to have been validly served if delivered by hand or sent by pre-paid registered delivery post to the party to be delivered to the address herein specified or to such other address as may from time to time be notified for the purposes of notice in writing

6 **Reasonableness**

Where any agreement, certificate, consent, permission expression of satisfaction or other approval is to be given by any party or any person on

behalf of any party hereto under this Agreement the same shall not be unreasonably withheld or delayed

7 Covenants

7.1 The Owner hereby covenants with the Council to perform the obligations as specified in Schedule 1

7.2 The Council hereby covenants to perform the obligations as specified in Schedule 2

8 Miscellaneous

8.1 Nothing in this Agreement is intended to restrict the exercise by the Council of any of its powers

8.2 If any provision in this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be deemed thereby to be affected or impaired

8.3 This Agreement is a Deed and is enforceable by the Council

8.4 Any dispute or difference arising between the parties with regard to their respective rights and obligations as to any matter or thing in anyway arising out or connected with this Agreement shall except as otherwise expressly provided be referred to the decision of a single arbitrator to be agreed by the parties or failing agreement between them to be nominated by the President for the time being of the Royal Institute of Chartered Surveyors as the case may be and any such reference shall be deemed to be a submission to arbitration within the meaning of the Arbitration Act 1996 or any statutory modification or enactment for the time being in force

SCHEDULE 1

The Owner covenants with the Council as follows:

1.1 The Owner covenants with the Council that the Development shall not be built otherwise than in accordance with the Planning Permission as detailed under the Application under reference number 3/2013/0691.

1.2 The Owner covenants with the Council not to occupy or allow suffer or permit any occupation whatsoever of the converted barns on Plots 2, 3 & 4 as shown on the attached drawing numbered 1101 Rev A until the new agricultural building, yard, manure store shown on the attached drawing numbered 1108 Rev B and the access road have been built and completed to the satisfaction of the Council and written confirmation thereof has been issued by the Council

SCHEDULE 2

1. The Council covenants with the Owner as follows:
To grant the Planning Permission for the Development as detailed in the
Application under reference number 3/2013/0691 within 7 days of the
date of this Agreement

IN WITNESS whereof this Deed has been duly executed by the parties the day and
year first before written

THE COMMON SEAL OF)
RIBBLE VALLEY BOROUGH COUNCIL)
Was hereunto affixed to this Deed in the)
presence of:)



Mayor

Chief Executive

SIGNED AS A DEED)
BY CHRISTINE HAYHURST)
In the presence of)
)

Witness signature:

Witness name:

Witness Address: MOSSGATE

PRESTON

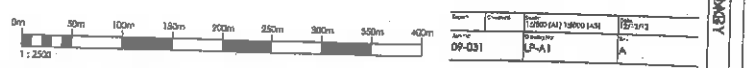
LANCASHIRE

General notes:
 Do not scale the drawing.
 All dimensions to be checked on the site for confirmation of work and any discrepancy shall be immediately reported and resolved prior to any commencing.
 All drawings to be read in conjunction with all relevant drawings and specifications relating to the job which are not included on this drawing.
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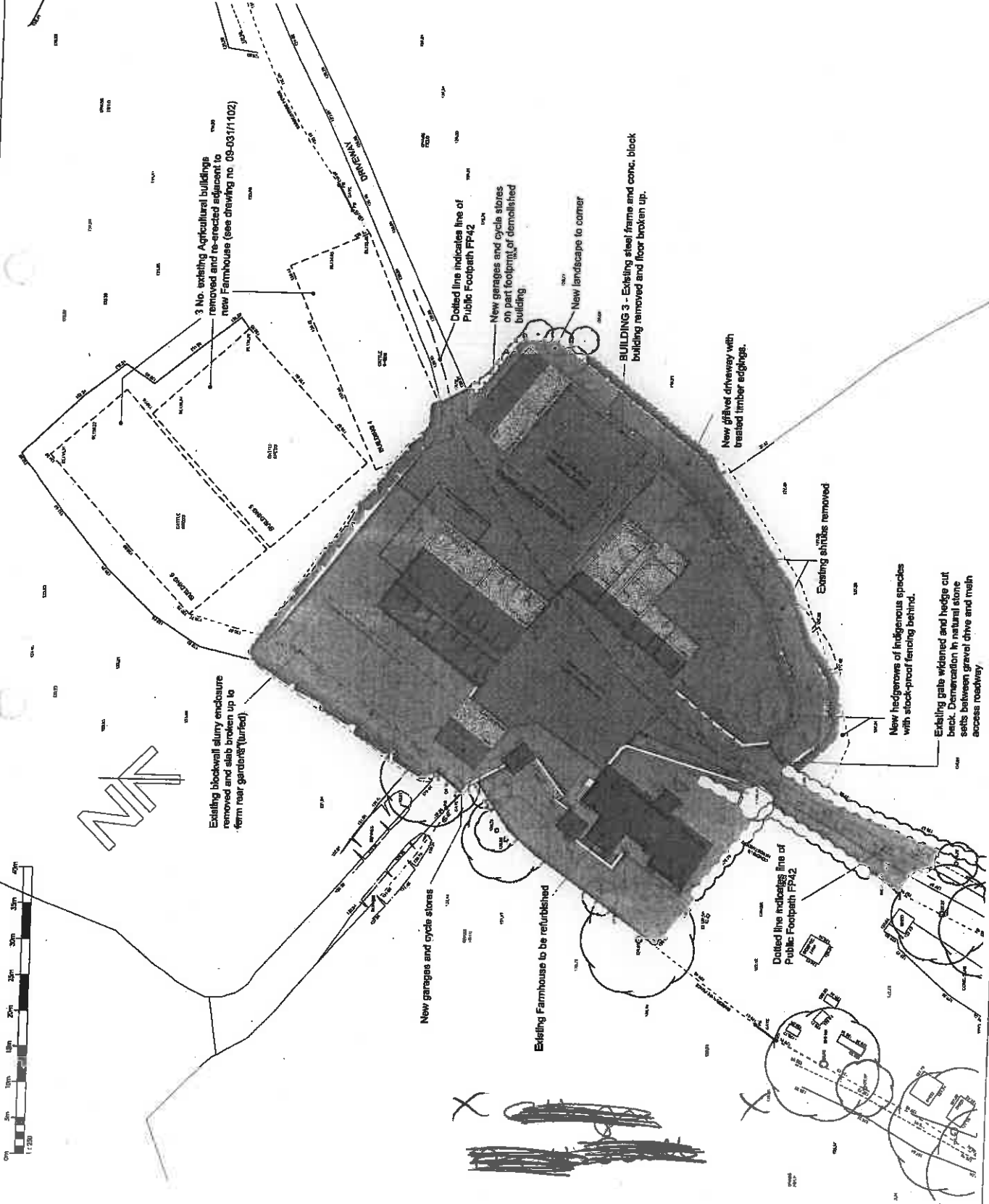
Mrs. C. Hayhurst

mck associates limited
 architects | building surveying | urban design
 12000 (04) 14800 (43) 107 (13)
 155 (17) 27 (18) 10 (19) 07 (22) 72 (24) 1 (25) 10 (26) 10 (27) 10 (28) 10 (29) 10 (30)
 Proposed Development
 Elmidge Farm, Elmidge Lane,
 CHIPPING PRIS 2NY
 Location Plan



AI
 PRELIMINARY

Drawn	Checked	12000 (04) 14800 (43) 107 (13)	107 (13)
09-031	LP-A1		A



Existing blockwall slurry enclosures removed and site broken up to form rear gardens (ruined)

3 No existing agricultural buildings removed and re-erected adjacent to new Farmhouse (see drawing no. 09-03/1/102)

New garages and cycle stores

Existing Farmhouse to be refurbished

Dotted line indicates line of Public Footpath FP42

New garages and cycle stores on part footprint of demolished building

New landscape to corner

BUILDING 3 - Existing steel frame and conc. block building removed and floor broken up.

New gravel driveway with treated timber edgings.

Existing shrubs removed

New hedgerows of indigenous species with stock-proof fencing behind.

Existing gate widened and hedge cut back. Demarcation in natural stone sets between gravel drive and tuff access roadway

Dotted line indicates line of Public Footpath FP42

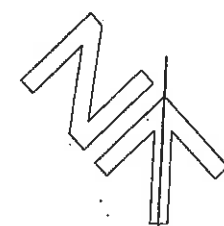
Mr C. Hoyhurst

associates limited

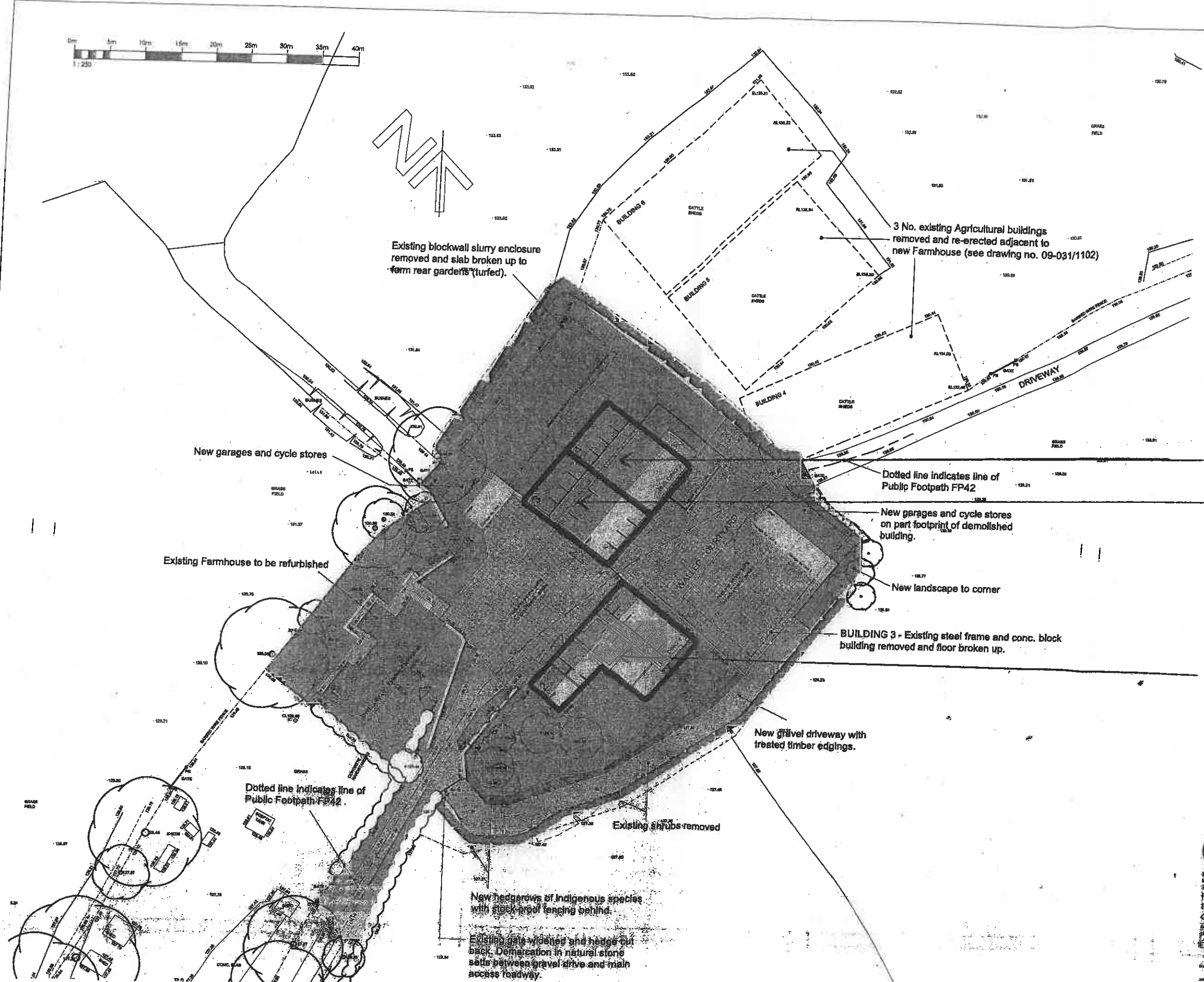
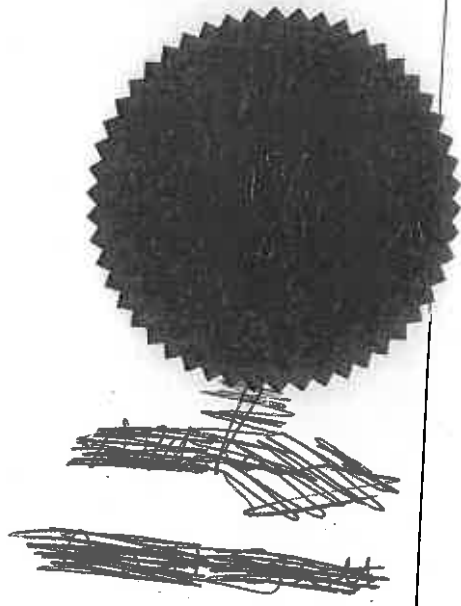
PRELIMINARY
Proposed Development:
Brivdige Farm, Brivdige Lane,
CHIPPING PRIS 2N
Proposed site layout
EXISTING FARM BUILDINGS

Scale: 1:100
Date: 09-03-11

Small text block in the top right corner, likely a disclaimer or technical note.



General notes:
 do not scale the drawing.
 all dimensions to be checked on site prior to commencement of work and any discrepancy shall be immediately reported and resolved prior to work commencing.
 this drawing is to be used in conjunction with all relevant drawings and specifications relating to the job whether or not indicated on this drawing.
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Existing blockwall slurry enclosure removed and slab broken up to form rear garden (turfed).

3 No. existing Agricultural buildings removed and re-erected adjacent to new Farmhouse (see drawing no. 09-031/1102)

New garages and cycle stores

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New landscape to corner

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Existing gate widened and hedge cut back. Demarcation in natural stone sets between gravel drive and main access roadway.

Plot 4

Plot 3

Plot 2

A 28.02.13 KP Gravel driveway with appended.
 Mrs C. Hayhurst

mck associates limited
 architecture | building surveying | urban design

Proposed Development:
 BRIDGE FARM, BRIDGE TANE,
 CHESHIRE PR3 2NY

Proposed Site Layout
 EXISTING FARM BUILDINGS

Client: Mrs C. Hayhurst
 Date: 28.02.13
 Drawing No: 09-031/1101
 Scale: 1:250 (A1) 1:500 (A3)
 Date: 12/12/12
 Sheet: A

PRELIMINARY