DATED October 2026

PLANNING OBLIGATION BY WAY OF UNILATERAL UNDERTAKING UNDER SECTION 106 OF THE TOWN AND COUNTRY PLANNING ACT 1990 RELATING TO LAND AT OFF VICARAGE LANE, WILPSIRE

THIS DEED is made the day of October 2026

Parties

(1) Mrs Margaret Riding of [redacted] ("the Owner")

(2) BACKGROUND

1. The Council is the local planning authority for the purpose of this deed for the area within which the Property is situated
2. The Owner owns the Property
3. A Planning Application has been made, and the Owner is proposing to carry out the Development.
4. The Owner intends to develop the property pursuant to the Planning Permission
5. 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 to this Deed

1.1 Definitions:

1.1.1 **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 work;

(b) site clearance;

(c) investigations for the purpose of assessing ground conditions;

(d) site survey works;

(e) temporary access construction works;

(f) archaeological investigations; and

(g) erection of any temporary means of enclosure.

1.1.2 **Commenced** and **Commence:** shall be construed accordingly.

1.1.3 **Council:** Ribble Valley Borough Council of Council Offices, Church Walk, Clitheroe, BB7 2RA

1.1.4 **Development:** the development of the property described in the Planning Application.

1.1.5 **Plan:** the plan attached to this deed.

1.1.6 **Planning Application:** an application for planning permission registered by the Council on …. October 2026 under reference 3/2026/…

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

1.1.8 **Property:** the freehold land shown edged red on the attached Plan and registered at HM Land Registry with absolute Title number(s) LA886253.

1.1.9 **Self-Build and Custom House Building:** the building or completion by:

(a) individuals; or

(b) Associations of Individuals; or

(c) Persons working with or for individuals or associations of individuals on houses to be occupied by those individuals (as defined in the Self-Build Custom Housebuilding Regulations 2016)

1.1.10 **TCPA 1990:** The Town and Country Planning Act 1990.

1.1.11 **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 effect 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 and permitted assigns and in the case of the Council the successors to its respective statutory functions.

1.7 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.

1.8 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.

1.9 A reference to writing or written excludes faxes and email.

1.10 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) from time to time.

1.11 References to clauses are to the clauses of this Deed.

1.12 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.

1.13 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 and is made pursuant to section 106 of the TCPA 1990, section 111 of the Local Government Act 1972, section 1 of the Localism Act 2011 and any other enabling powers.

2.2 The covenants, restrictions and obligations contained in this Deed are planning obligations for the purposes of section 106 of the TCPA 1990 and are entered into by the Owners with the 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 grant of Planning Permission.

2.4 The covenants, restrictions and obligations contained in this Deed are enforceable by the Council in accordance with section 106 of the TCPA 1990.

3. Covenants with the Council

3.1 The Owners covenant with the Council that any individual dwelling or serviced plot constituting the Development shall:

(a) Only be a Self-Build and Custom Building; and

(b) Only be 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.

(c) To occupy the dwelling built on the Property for a term of 3 years from completion of the build.

4. Release

4.1 No person shall be liable for any breach of a covenant, restriction or obligation contained in this Deed after parting with all of its interest in the Property, except in respect of any breach subsisting before parting with that interest.

5. Determination of Deed

5.1 The obligations in this Deed shall cease to have effect if the Planning Permission:

(a) expires before the commencement of development;

(b) is varied or revoked other than at the Owner's request; or

(c) 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 Any notice or other communication to be given under this Deed must be in writing and must be:

(a) delivered by hand; or

(b) sent by recorded pre-paid first-class post or other next working day delivery service.

8.2 Any notice (or other communication) to be given under this Deed must be sent to the relevant party as follows:

(a) to the Council at Council Offices, Church Walk, Clitheroe, BB7 2RA;

(b) to the Owners by sending it to the address at the beginning of this Deed or such person or address as may from time to time be notified to the Council;

(c) as otherwise specified by the relevant party by notice in writing to each other party.

8.3 Any notice or other communication given in accordance with clause 8.1 and clause 8.2 will be deemed to have been received:

(a) if delivered by hand, on signature of a delivery receipt provided that, if delivery occurs:

(i) before 9.00 am on a Working Day, the notice will be deemed to have been received at 9.00 am on that day; and

(ii) if delivery occurs 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; or

(b) 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 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

9.1 A person who is not a party to this Deed shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Deed.

10. Governing Law

10.1 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) will be governed by and construed in accordance with the law of England and

Wales and the Parties submit to the exclusive jurisdiction of the courts of England and Wales.

Executed as a Deed by

MARGARET RIDING ……

in the presence of

Signature of Witness ……

Name of Witness ……

Address ……

……

Occupation ……