

Planning Committee

Tuesday, 10th October 2023, 6.30 pm

Council Chamber, Town Hall, Chorley and [YouTube](#)

I am now able to enclose, for consideration at the above meeting of the Planning Committee, the following reports that were unavailable when the agenda was published.

Agenda No	Item	
3a)	20/01378/FULMAJ - Formerly Mormon Church, Water Street, Chorley	(Pages 3 - 24)
3b)	23/00454/FUL - Land Between 20 And Mereside, Oakmere Avenue, Withnell	(Pages 25 - 36)
3c)	23/00564/FUL - Land Opposite Hampton Grove, Wigan Road, Clayton-Le-Woods	(Pages 37 - 44)
3e)	22/00330/S106A - The Strawberry Fields Digital Hub, Euxton Lane, Chorley, PR7 1PS	(Pages 45 - 112)

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Chief Executive

Electronic agendas sent to Members of the Planning Committee

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APPLICATION REPORT – 20/01378/FULMAJ

Validation Date: 22 December 2020

Ward: Chorley North West

Type of Application: Major Full Planning

Proposal: Erection of three storey apartment block comprising of 20 no. apartments, including vehicular access to Water Street and associated parking

Location: Formerly Mormon Church Water Street Chorley

Case Officer: Mike Halsall

Applicant: Gradus Homes Ltd.

Agent: LMP Ltd.

Consultation expiry: 13 April 2023

Decision due by: 31 October 2023 (Extension of time agreed)

UPDATE

1. Members will recall that consideration of the application was deferred at Planning Committee on 12 September 2023 to give members the opportunity to visit the site. The original committee report follows on below.
 2. The recommendation remains as per the original report and addendum.
 3. Further representations have been received in objection to the proposal, many from the same addresses and raising the same issues as already summarised in the original report. Six objections have been received from additional addresses to those of the main report, the only new issues raised relate to the energy sustainability credentials of the proposal. These are however covered under Building Control / Regulations, rather than Planning.
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ORIGINAL REPORT**RECOMMENDATION**

1. It is recommended that planning permission is granted subject to conditions and a Section 106 legal agreement to secure financial contributions for:
 - Public Open Space - £48,660 (£34,660 if private maintenance proposed)
 - Affordable Housing - £51,340

SITE DESCRIPTION

2. The application site is located within the core settlement area of Chorley, close to Chorley town centre and within St. Laurence's Conservation Area. It comprises vacant land following the demolition of a building in the 2000's which was used as a Mormon Church meeting room and has since become overgrown with vegetation. The topography of the

area is distinctive and there is a steep increase in levels to the rear of the site up to Park Street and Park Road to the north west.

3. There is a terrace of traditional appearance to the south west of the site, and dwellings of more recent design style opposite the site on the other side of Water Street. The properties opposite have front gardens and parking areas, whilst those to the south west have small front gardens and a front boundary wall to define the curtilage. There is a distinctive stone stepped footpath to the north east and the grade II listed Chorley Unitarian Chapel to the north, in addition to locally listed buildings at The Old Manse and 2 Park Street.
4. Outline planning permission ref. 19/00909/OUTMAJ was granted at the site for the erection of up to eight dwellings, with all matters reserved, save for access, in January 2020. This permission has since lapsed. Prior to this, planning permission for the construction of a two-storey office building and associated car park was approved in April 2019 (ref. 18/00946/FUL).

DESCRIPTION OF PROPOSED DEVELOPMENT

5. Full planning permission is sought for the erection of a three-storey apartment block with rooms in the loft space, comprising of 20 no. apartments, including vehicular access to/from Water Street and associated parking. Each apartment would have two bedrooms.
6. The proposals would involve some ground levelling work and the introduction of a retaining wall, as depicted in a cross-section drawing (ref. 20/021/S01) and the site layout (ref. 20/021/P01 Rev B) submitted in support of the application. The proposed building would be set back from the retained (albeit reduced in height) stone frontage wall by approximately 3m and this area would be soft landscaped.
7. Some off-street parking would be provided to the rear of the building whilst the main parking area will be contained within a new car park to the east side of the site. The proposal seeks to be contained generally within the footprint of the demolished building and re-use some of the existing retaining walls, along the north (rear boundary). The proposal would necessitate the removal of some trees and those that remain would create an open green space to the rear of the site.

REPRESENTATIONS

8. Representations have been received from 17 addresses in objection to the proposal. The issues raised have been summarised below:
 - The design and materials are not in keeping with the Conservation Area / out of character / harmful to it
 - Flood risk
 - The plans include an area marked with a blue edge that forms part of a historic road, Teck Street, of which others have a right of access and so should not be developed
 - Insufficient level of parking
 - Out of scale with other residential properties
 - Overbearing
 - Waste collection – number of bins required
 - Groundwork has already taken place – tree and archaeology harm, coal mine risk
 - Tree loss
 - Ecological harm
 - Rat problems
 - Harm to mental health
 - Insufficient local services / amenities
 - Anti-social behaviour
 - Loss of light, privacy / overlooking
 - Insufficient local consultation
 - Doesn't fit the history of the site, previously three Victorian houses

- Increased traffic, noise and disturbance
- Highway safety
- Health and safety concerns from mineshafts
- Odours from bins and cooking
- Loss of the wall to the front of the site
- Land stability
- Conflict with the St Laurence's Conservation Area Management Plan

CONSULTATIONS

9. Lancashire County Council Archaeology Service: have responded with no objection to the proposal and state the following:

"The proposed development has been identified in the Chorley Extensive Urban Survey (English Heritage/Lancashire CC, 2006) as lying in an area likely to contain archaeological remains dating to the medieval and/or Post-medieval periods. Although the construction of the former Mormon Church, and its subsequent demolition sometime in 2007-09, will have caused some damage to any surviving remains, these works are not considered likely to have resulted in the total destruction of such remains across the whole of the site.

Consequently, I would advise that the applicant be required to undertake an archaeological watching brief on the proposed groundworks, and that work is secured by means of a suitably worded planning condition."

Lancashire County Council Archaeology Service have recommended the wording of a condition in accordance with the above.

10. The Coal Authority: have responded with no objection to the proposal and state the following:

"The Coal Authority concurs with the conclusion / recommendations of the Coal Mining Risk Assessment, dated 15 December 2020 based on the professional opinion of EnviroSolutions Ltd that there is currently a risk to the proposed development as a result of the recorded on-site mine entry (CA shaft ref: 358417-008). In order to mitigate the risk (confirm the exact location / condition of the mine shaft) and inform the extent of remedial / mitigatory measures that may be required to ensure that the development is safe and stable (NPPF paras. 178 and 179), intrusive site investigations should be undertaken prior to commencement of development."

The Coal Authority have recommended the wording for conditions in accordance with the above.

11. Greater Manchester Ecology Unit: have responded with no objection, subject to conditions.
12. Lancashire Police: Have responded with some suggestions for the applicant to incorporate into the scheme in order to minimise the risk of crime. This has been forwarded to the applicant's agent for consideration but has no impact on the proposal in Planning terms.
13. Tree Officer: has commented as follows:

"The proposal would see the majority of the trees along the front edge of the site, adjacent Water Street, removed. While the majority of the trees in the back half of the site, adjacent The Old Manse, Park street, retained.

None of the trees to be removed are of particular importance individually, though collectively they offer a fairly high level of visual amenity. Should the development go ahead, replanting should take place to replace the amenity in the long term. Retained trees should be protected through strict adherence to the recommendations contained within BS 5837:2012"

14. Environment Agency: have responded with no objection to the proposal but have made some informative comments for the applicant which would be attached to the decision notice, should planning permission should be granted. The information states that the River Chor is culverted under Water Street at this location and The Environmental Permitting (England and Wales) Regulations 2016 require a permit to be obtained for specific works within 16 metres of the culvert.
15. Lancashire County Council Highway Services (LCC Highway Services): initially responded to request:
 - sight lines be shown on the submitted drawing to ensure vehicles can egress the site safely and show any walls, hedges etc. within the sight lines be no higher than 1m;
 - vehicle tracking be provided to show a turning head can be accommodated within the site to enable refuse and emergency vehicles to turn within the site;
 - two secure cycle spaces be provided for each property;
 - for the promotion of sustainable forms of transport and aid social inclusion it is requested that the applicant contributes towards a bicycle wheel ramp on the steps to the east of the site. The steps are part of the PROW and are Footpath 29;
 - A Traffic Management Plan is provided to protect existing road users and to maintain the operation and safety of the local highway network and to minimise the impact of the construction works on the local highway network;
 - The removal of a bus stop marking and poles; and
 - A suite of conditions be attached to secure the above and other issues, such as the construction and marking out of the car parking spaces before the first occupation of any of the units.

Revised plans were subsequently submitted to the satisfaction of LCC Highway Services. It is not considered that a ramp is a suitable option due to harm to the historic character of the steps and so this part of the suggested scheme improvements has not been requested of the applicant.

16. Lead Local Flood Authority: initially objected to the proposal and requested the applicant provide further details, including the submission of an acceptable surface water sustainable drainage strategy. Following the submission of detailed drainage details from the applicant, the Lead Local Flood Authority responded to withdraw its objection and have recommended a suite of conditions to be attached to any grant of planning permission to secure the proposed drainage scheme and its ongoing management and maintenance.
17. United Utilities: have responded with no objection, subject to conditions.
18. Lancashire County Council (Education): No contribution is required from the proposal.

PLANNING CONSIDERATIONS

Principle of development

19. The National Planning Policy Framework (The Framework) states that housing applications should be considered in the context of the presumption in favour of sustainable development. This means that development proposals that accord with the development plan should be approved without delay. One of the core principles of National Planning Policy Framework (the Framework) is that development should be focussed in locations that are sustainable. It is considered that the site is located in a sustainable location with good access to public transport and a wide range of amenities.
20. Chorley town is identified as a key service centre and the focus of growth and investments under Core Strategy policy 1 (b).
21. Policy V2 of the Chorley Local Plan 2012 – 2026 states that within the settlement areas excluded from the green Belt, and identified on the Policies Map, there is a presumption in

favour of appropriate sustainable development, subject to material planning considerations and compliance with other Development Plan policies.

22. Therefore, it is considered that the principle of the proposal is acceptable.

Impact on designated heritage asset

23. Policy BNE8 of the Chorley Local Plan 2012 – 2026 seeks to protect and enhance designated heritage assets. The application site is located on Water Street within the St Lawrence's Conservation Area, and close to the grade II listed Chorley Unitarian Chapel. It lies opposite dwellings and a car park of entirely modern, late 20th Century era and of no particular historic, architectural or cultural significance and is at a significantly lower level to the Chorley Unitarian Chapel. Any proposed development would not, therefore, affect the setting or significance of this building.

24. The Council's heritage advisors, Growth Lancashire, have commented as follows:

"The approved St Lawrence's Conservation Area Appraisal and Management Proposals identifies the site as being a negative open space following demolition of the former Church building.

From my visit whilst the site is showing signs of natural regeneration, I agree that it is not a positive space in terms of the stated key characteristics of the CA. The site lies within Character Area 3: Water Street/Hollinshead Street/Union Street which is marked by the change in level from the higher Park Road/Park Street level to the lower Water Street level. The CAA identifies that this area has seen the most change within the conservation area with three storey buildings having been erected which have a neutral effect on the area's quality, whilst key historic public buildings continue to have a positive influence.

Key to environment around this site are the 'Chapel Steps' which were originally constructed in the early 18th century to provide access to the Unitarian Chapel on Park Street. The steps were reconstructed in 1985.

I note that existing mature trees provide screening to the upper level of Park Street and from the lower level of Water Street there is little inter-visibility between the buildings.

The character around the site is residential with a mix of modern 2 storey and single storey dwellings opposite and a more traditional 2 storey brick terrace immediately to the east. In this context whilst the CA has some larger 3 storey buildings, including some buildings of note/importance i.e. Chorcliffe House, I do not feel this provides a template for new 3 storey buildings.

Having considered the previous schemes and the current proposal I find the increased scale of this apartment building will result in an imposing new building and one which does not represent a positive attribute/characteristic of the CA. The considerable height difference between this 3/4 storey building and the adjacent brick terrace will be marked. This is evidenced in the streetview sections which show the new building being set at a higher level and being a considerably higher than the terrace to the side. Given the general large scale of the building and its single mass form I find that the building will be overly prominent within the CA and rather than providing an opportunity for improving the current vacant site, I feel the scheme will result in harm to the appearance of the CA. This prominence of the new building is made worse by the fact that the site/new building is to be set higher than road level (approx. 0.7 – 1.3m) which raises the building further above those existing 2 storey properties adjacent.

Mindful of the current poor state of the site I feel the scheme would represent a low level of harm and will fall at the lower end of the less than substantial category as defined by P.202 of the NPPF. The harm could be diminished by simply reducing the scale of the building and presenting a more representative 2 storey form/building height. It seems the fall-back situation for the LPA is the more suitable residential scheme presented and approved under

application 19/00909. I have no information before me to show that scheme is not a viable one.

The NPPF requires LPA's to consider the desirability of sustaining and enhancing the significance of heritage assets. Whilst any harm caused to heritage assets is regrettable this must be balanced by the overall benefits being achieved by the scheme. Paragraph 202 of the NPPF allows LPA's to consider the harm caused to a heritage asset (in this instance St Laurence's Conservation Area) and to weigh this against any public benefits generated by the proposal. More information on public benefits is included in the Planning Practice Guidance and can be anything that delivers economic, social or environmental objectives as described in the National Planning Policy Framework (paragraph 8).

In undertaking that weighted balancing exercise the LPA must give great weight (NPPF P.199) to any harm to a designated heritage asset in its planning balance.

Conclusion

As I am required to do so, I have given the duty imposed by s.72 of the P(LBCA) Act 1990 considerable weight in my comments.

I consider that the proposed scheme would not meet the statutory test 'to preserve' and would cause harm (low level less than substantial harm) to the appearance of the St Laurence's CA. As such, the proposal does not meet the objectives of Chapter 16 of the NPPF and is therefore also at odds with Policy 16 of the Central Lancashire Core Strategy and Policies BNE1(e) and BNE8 of the Chorley Local Plan 2012-2026.

If in undertaking that weighted balance the LPA consider the benefits generated by the scheme outweigh the less than substantial harm to the conservation area then I would recommend that suitable Conditions are applied to permission requiring full details of facing materials to be agreed and that further details are provided re the methodology for the retention of the existing stone wall which front Water Street."

25. Taking the above comments into account, it is clear that the proposal would be harmful to the appearance of the St Laurence's Conservation Area. This harm is of a low level and less than substantial scale but must be given great weight in the planning balance. The proposal therefore conflicts with the aforementioned policies that seek to sustain, conserve and, where appropriate, enhance the significance, appearance, character and setting of the historic environment.
26. The Local Planning Authority must therefore consider the wider public benefits of the proposal against the level of harm to the significance of the heritage asset affected in its planning balance. The site has laid vacant for approximately 20 years and is now overgrown offering no positive contribution to the Conservation Area. It is considered that significant weight should be attributed to its redevelopment. The proposed build would also deliver social and economic benefits from construction work, whilst the delivery of new housing at a time when the Council has a housing shortfall is a significant benefit. The scheme would also create natural surveillance in an area of the town which can suffer from anti-social behaviour, and would help to act as a deterrent.
27. On balance it is considered that the benefits of the proposal outweigh the harm caused to the Conservation Area.

Impact on character and appearance of locality

28. Policy 17 of the Core Strategy seeks to ensure that the design of new buildings takes into account the character and appearance of the local area, including among other things, linking in with surrounding movement patterns and not prejudicing the development of neighbouring land; and protecting existing landscape features and natural assets.
29. Policy BNE1 (Design Criteria for New Development) of the Chorley Local Plan 2012 -2026 stipulates that planning permission will be granted for new development, including extensions, conversions and free standing structures, provided that, among other things,

the proposal does not have a significantly detrimental impact on the surrounding area by virtue of its density, siting, layout, building to plot ratio, height, scale and massing, design, orientation and use of materials; that the layout, design and landscaping of all elements of the proposal, including any internal roads, car parking, footpaths and open spaces, are of a high quality and respect the character of the site and local area; and that the proposal would not have a detrimental impact on important natural habitats and landscape features such as historic landscapes, mature trees, hedgerows, ponds and watercourses. In some circumstances where on balance it is considered acceptable to remove one or more of these features, then mitigation measures to replace the feature/s will be required either on or off-site.

30. When considering any development proposal, the Council must be mindful of The Framework that states that the Government attaches great importance to the design of the built environment and good design is a key aspect of sustainable development. The Framework also states that planning policies and decisions should aim to ensure that developments (amongst other things) will function well and add to the overall quality of the area, not just for the short term but over the lifetime of the development.
31. Chorley Council plans positively for the achievement of high quality and inclusive design for all development, including individual buildings, public and private spaces and wider area development schemes and seeks to create well-mixed and integrated developments, which avoid segregation and have well-planned public spaces that bring people together and provide opportunities for physical activity and recreation.
32. The topography of the site with the substantial change in levels to the rear allows the building to be seen in the context of the backdrop of a green banking with trees and buildings.
33. The form and visual grain of the immediate surroundings varies but to the west of the site there is a row of 8No. bay fronted terraced houses (red smooth brick and grey slate roof) and then Lingmell House a 3-storey office block beyond (red facing brick with grey concrete tile roof). Opposite the site there are predominantly semi-detached houses and bungalows with red multi facing brick with grey concrete tile roof.
34. The proposal clearly represents a visual change to the site and the surrounding area, given the previous building was removed some 20 years ago. It would be much taller than the nearest dwellings, however, this is not an uncommon scenario within town centres and is not necessarily harmful. In this instance it is considered that the presence of other similarly sized buildings in the vicinity means the situation already exists in the area and this softens the impact of introducing another building of similar scale. The final choice of materials can be agreed by planning condition.
35. It is not considered that the proposal would harm the character and appearance of the locality. The development therefore complies with policy BNE1 of the Chorley Local Plan 2012 - 2026.

Neighbour amenity

36. Policy BNE1 (Design Criteria for New Development) of the Chorley Local Plan 2012 -2026 stipulates that planning permission will be granted for new development, including extensions, conversions and free standing structures, provided that, where relevant to the development the proposal would not cause harm to any neighbouring property by virtue of overlooking, overshadowing, or by creating an overbearing impact; and that the proposal would not cause an unacceptable degree of noise disturbance to surrounding land uses.
37. With regards to noise, dust and other pollution during the construction period, these would be short in duration and limited in intensity. Such impacts could be adequately controlled through the requirement to comply with the Council's Code of Practice for Construction and Demolition. This can be required through the imposition of a planning condition.

38. The residential uses in proximity to the application site are on the same side of Water Street as the application site, to the south and on the opposite side of the street, to the south. The orientation and separation distance of the buildings to the proposed building means there would be no harm to residential amenity as a result of the proposal through loss of privacy, overshadowing or overbearing.
39. In light of the above, it is considered that the proposal is acceptable in terms of amenity impacts and accords with national policy and policy BNE1 of the Chorley Local Plan in this regard.

Highway safety

40. Policy BNE1 (Design Criteria for New Development) of the Chorley Local Plan 2012 -2026 stipulates that planning permission will be granted for new development, including extensions, conversions and free standing structures, provided that the residual cumulative highways impact of the development is not severe and it would not prejudice highway safety, pedestrian safety, the free flow of traffic, and would not reduce the number of on-site parking spaces to below the standards stated in Site Allocations Policy – Parking Standards, unless there are other material considerations which justify the reduction.
41. Policy ST1 (New provision of Footpaths, Cycleways, Bridleways and their associated facilities in existing networks and new development) stipulates that new development and highways and traffic management schemes will not be permitted unless they include appropriate facilities for pedestrian, cycle parking facilities, and /or cycle routes. The policy requires, among other things, that proposal should provide for facilities for pedestrians and cyclists to facilitate access on foot and by bicycle to nearby residential, commercial, retail, educational and leisure areas, where appropriate; and additional footpaths, bridleways and cycleway routes between the countryside and built up areas where appropriate.
42. Policy ST4 of the Local Plan 2012-2016 sets out the Council's parking standards. Apartments require two spaces for two-bed apartments, which would ordinarily require 40 spaces. Policy ST4 however indicates that a lower level of provision is acceptable in sustainable locations, close to amenities and/or public transport links. The applications site is located in the town centre and so the proposed 20 spaces is acceptable in this instance. LCC Highways Services agree with this conclusion and have also requested two secure cycle storage spaces per apartment.
43. Lancashire County Council is the Local Highway Authority that manages and maintains the highway network in Lancashire and promotes safe travel and developments in accessible and sustainable locations within the county. As such, at certain stages in the planning process Chorley Council formally seeks the views of the County Council as a statutory consultee to assist in making an informed decision about proposed development.
44. As explained earlier in this report, LCC Highway Services requested amendments to the scheme during the consideration period which were subsequently reflected in revised plans submitted by the applicant. That is, all except the request that the applicant contributes towards a bicycle wheel ramp on the steps to the east of the site. The steps are part of the PROW and are Footpath 29. This was however not considered appropriate by the case officer as it would result in harm to the heritage value of the steps.
45. The proposal site would offer a choice of transport options. For those who wish to walk or cycle to the amenities in the town centre or other locations, this would be achievable. The occupants would not be car dependent. There would also be sufficient parking for those wishing to drive.
46. The applicant would be expected to enter into a S278 agreement to secure the reinstatement for the formation of the car park accesses, reinstatement of existing vehicle access and the removal of the bus stop marking and poles.

47. In light of the above, on balance, it is considered that the highway safety and parking related aspects of the proposal are acceptable and comply with the aforementioned policies.

Drainage and flood risk

48. Policy 29 (Water Management) of the Core Strategy seeks to improve water quality, water management and reduces the risk of flooding in a number of ways including, among other things, appraising, managing and reducing flood risk in all new developments. The policy is considered to be consistent with the Framework and should be attributed full weight.
49. The site is in Flood Zone 1 (the lowest risk) as identified by the Environment Agency. Site drainage plans have been submitted in support of the planning application that identifies that surface water would be drained into the existing culverted watercourse beneath Water Street at a reduced rate via oversized attenuation pipes and hydrobrake. This will require separate land drainage consent from the Lead Local Flood Authority and a permit from the Environment Agency. Foul water would drain to an existing sewer.
50. The Planning Practice Guidance (PPG) establishes a hierarchy for surface water disposal, which encourages a Sustainable Urban Drainage System (SuDS) approach. Generally, the aim should be to discharge surface run off as high up the following hierarchy of drainage options as reasonably practicable:
- into the ground (infiltration);
 - to a surface water body;
 - to a surface water sewer, highway drain, or another drainage system;
 - to a combined sewer.
51. Following the receipt of additional information in the form of an updated drainage plan and associated surface water attenuation calculations, the Lead Local Flood Authority (LLFA) have responded with no objections to the proposal, subject to conditions. United Utilities have no objection to the proposal.
52. The submitted drainage strategy identifies that ground infiltration would be unlikely to be feasible due to the underlying geology of the site. That said, the Lead Local Flood Authority (LLFA) have requested that further investigation is required by the applicant to meet the requirements of planning conditions before any development commences at the site.
53. The conditions requested by the LLFA require, amongst other things, the full details of the surface water drainage strategy to be submitted to the Local Planning Authority for approval and to be subsequently implemented. As such, the proposal is considered to be acceptable with regards to drainage and flood risk and complies with the aforementioned related policies.

Impact on ecological interests

54. Policy BNE9 (Biodiversity and Nature Conservation) of the Chorley Local Plan 2012 – 2026 stipulates that Biodiversity and Ecological Network resources will be protected, conserved, restored and enhanced; and that priority will be given to, among other things, protecting, safeguarding and enhancing habitats for European, nationally and locally important species. The policy also requires, among other things, that where there is reason to suspect that there may be protected habitats/species on or close to a proposed development site, the developer will be expected to carry out all necessary surveys in the first instance; planning applications must then be accompanied by a survey assessing the presence of such habitats/species and, where appropriate, make provision for their needs.
55. The applicant has submitted an ecological assessment in support of the proposal which found invasive species, nesting bird habitats but no evidence of roosting bats at the site. The Council's ecological advisors have reviewed the submitted assessments and raise no objection to the proposal, subject to conditions to ensure the eradication of invasive species, the protection of nesting birds and the delivery of net gains in biodiversity.

56. The proposal is considered to be acceptable in terms of its impacts upon ecological receptors, subject to conditions to safeguard protected species and the implementation of biodiversity enhancement measures. The proposal is considered to be acceptable with regards to potential impacts upon ecological receptors and complies with policy BNE9 of the Chorley Local Plan 2012-2026.

Impact on trees

57. Policy BNE10 (Trees) stipulates, among other things, that proposals that would result in the loss of trees, woodland areas or hedgerows which make a valuable contribution to the character of the landscape, a building, a settlement or the setting thereof will not be permitted. Replacement planting will be required where it is considered that the benefit of the development outweighs the loss of some trees or hedgerows.
58. A Tree Survey accompanies the application. The Council's tree officer has identified that the proposal would see the majority of the trees along the front edge of the site, adjacent Water Street, removed, while the majority of the trees in the back half of the site, adjacent The Old Manse, Park street, would be retained. None of the trees to be removed are of particular importance individually, though collectively they offer a fairly high level of visual amenity. Should the development go ahead, replanting should take place to replace the amenity in the long term. Trees to be retained would be required to be protected during site works and this can be controlled by planning condition. A landscaping plan would also be required by condition to compensate for the loss of trees. The proposal is considered to be acceptable in this regard and complies with the above policy.

Land stability / Coal mining legacy

59. The application site is located within a Development High Risk Area for historic coal mining. Paragraphs 183 and 184 of the Framework require applicants to demonstrate to the satisfaction of the LPA that the application site is safe, stable and suitable for development.
60. Policy 17 of the Central Lancashire Core Strategy requires that proposals ensure that contaminated land, land stability and other risks associated with coal mining are considered and, where necessary, addressed through appropriate remediation and mitigation measures.
61. Policy BNE7 of the Chorley Local Plan 2012-2026 seeks to ensure that development on unstable or potentially unstable land is fully investigated and remediated where necessary to ensure it is safe for developing.
62. The applicant has submitted a Coal Mining Risk Assessment which is based upon a Coal mining Report produced by the Coal Authority. The Report concludes that has concluded that the risk associated with coal mining related issues cannot be ruled out based on information from the Coal Authority and geological interpretation.
63. The principal risks to the development arise from:
- the presence of a recorded mine shaft present within the site boundary;
 - mine gas
 - unrecorded mine entries;
64. It is therefore recommended that further intrusive ground investigations are undertaken. These might include rotary drilling to determine the location of the shaft, superficial thickness and depth of the base of the shaft. If found, it is recommended that the mineshaft is stabilised by drilling and grouting and capped to a current recommended specification.
65. The Coal Authority has no objection to the proposal, subject to conditions to secure further investigations and validate any remediation measures undertaken. It is considered that the proposal complies with the aforementioned paragraphs of the Framework and policy BNE7 of the Local Plan and policy 17 of the Core Strategy with regards to site stability. Issues relating to contaminated land are addressed below.

Affordable housing

66. The Framework requires that affordable housing should only be sought for residential developments that are major developments (in this context, the Framework defines major development as development where 10 or more homes will be provided, or the site has an area of 0.5 hectares or more).
67. An affordable housing contribution of 30% would normally therefore be required in accordance with Core Strategy Policy 7 and the Framework as part of this proposal. This equates to 6 affordable dwellings or a financial contribution of £216,264.
68. The applicant submitted a Viability Appraisal in support of the application which seeks to demonstrate that the development of the site is not viable if the affordable housing requirement is imposed by the Council in full.
69. Viability is a material planning consideration. Paragraph 58 of the National Planning Policy Framework (the Framework) states:

“Where up-to-date policies have set out the contributions expected from development, planning applications that comply with them should be assumed to be viable. It is up to the applicant to demonstrate whether particular circumstances justify the need for a viability assessment at the application stage. The weight to be given to a viability assessment is a matter for the decision maker, having regard to all the circumstances in the case, including whether the plan and the viability evidence underpinning it is up to date, and any change in site circumstances since the plan was brought into force. All viability assessments, including any undertaken at the plan-making stage, should reflect the recommended approach in national planning guidance, including standardised inputs, and should be made publicly available.”

70. It has been agreed that the scheme can deliver £100,000 of total contributions, to include the Public open Space contribution detailed below. The agreed commuted sum therefore for borough-wide affordable housing provision required from this proposal is £51,340 which would be secured via a S106 legal agreement.

Public open space (POS)

71. Policy HS4 of the Chorley Local Plan 2012 – 2026 requires public open space contributions for new dwellings to be provided in order to overcome the harm of developments being implemented without facilities being provided.

Amenity Greenspace

72. Local Plan Policy HS4A sets a standard of 0.73 hectares per 1,000 population. There is currently a deficit of provision in Chorley North East in relation to this standard, a contribution towards new provision in the ward is therefore required from this development. As the development is 10 or more dwellings the required amenity greenspace should be provided on-site. The amount required is 0.03504 hectares. A maintenance cost of £14,000 is also required for a 10-year period if private maintenance is not proposed.

Provision for children/young people

73. Local Plan Policy HS4A sets a standard of 0.08 hectares per 1,000 population. There is currently level provision in Chorley North West in relation to this standard, a contribution towards new provision in the ward is therefore required from this development – towards extended provision/providing additional equipment at site ref 1435 Astley Park playground. The amount required is £134 per dwelling.

Parks and Gardens

74. There is no requirement to provide a new park or garden on-site within this development. There are no parks/gardens within the accessibility catchment (1,000m) of this site identified as being low quality and/or low value in the Open Space Study therefore a contribution towards improving existing provision is not required.

Natural and Semi-Natural Greenspace

75. There is no requirement to provide new natural/semi natural greenspace on-site within this development. There are no areas of natural/semi-natural greenspace within the accessibility catchment (800m) of this site identified as being low quality and/or low value in the Open Space Study therefore a contribution towards improving existing provision is not required.

Allotments

76. There is no requirement to provide allotment provision on site within this development. The site is not within the accessibility catchment (10 minutes' drive time) of a proposed new allotment site, a contribution towards new allotment provision is therefore not required from this development.

Playing Pitches

77. A Playing Pitch Strategy was published in June 2012 which identifies a Borough wide deficit of playing pitches but states that the majority of this deficit can be met by improving existing pitches. A financial contribution towards the improvement of existing playing pitches is therefore required from this development. The Playing Pitch Strategy includes an Action Plan which identifies sites that need improvements. The amount required is £1,599 per dwelling.

Total contribution proposed

Amenity greenspace	= £14,000 (if private maintenance is not proposed)
Equipped play area	= £2,680
Parks/Gardens	= £0
Natural/semi-natural	= £0
Allotments	= £0
Playing Pitches	= £31,980
Total	= £48,660

Employment skills provision

78. The Central Lancashire Employment Skills Supplementary Planning Document (SPD) was adopted in September 2017. The SPD introduces Employment Skills Statements and provides clarity as to how this requirement relates to the relevant policies set out in the Core Strategy and Local Plan as well as the guidance set out in the Framework. The SPD goes on to state that one of Central Lancashire's priorities is to encourage economic growth within Central Lancashire that benefits the people and businesses in the three boroughs.
79. It is, therefore, recommended that a condition requiring an employment and skills plan is attached to any grant of planning permission.

Community Infrastructure Levy

49. The Chorley CIL Infrastructure Charging Schedule provides a specific amount for development. The CIL Charging Schedule was adopted on 16 July 2013 and charging commenced on 1 September 2013. The proposed development would be a chargeable development and the charge is subject to indexation in accordance with the Council's Charging Schedule.

CONCLUSION

50. The decision is finely balanced as the proposal would be harmful to the appearance of the St Laurence's Conservation Area. On balance it is considered that the wider public benefits of the proposal in the form of delivering a much needed form of housing accommodation in a sustainable location on a brownfield site and its associated social and economic impacts, outweigh the harm caused by the proposal.
51. The proposal accords with the aims of policies within the Framework and the Chorley Local Plan 2012 – 2026 that seek to achieve sustainable development. It is also considered that the proposed development would not give rise to undue harm to the amenities of

neighbouring residents, highway safety or flood risk and would not pose a risk from land instability and is accordingly recommended for approval.

RELEVANT HISTORY OF THE SITE

Ref: 5/1/01713 **Decision:** PERFPP **Decision Date:** 3 January 1962
Description: Erection of small factory for the manufacture of clothing and offices adjoining.

Ref: 76/00093/FUL **Decision:** PERFPP **Decision Date:** 26 April 1976
Description: Extension to Clothing Factory

Ref: 82/00541/FUL **Decision:** PERFPP **Decision Date:** 14 September 1982
Description: Change of use of industrial premises to Church

Ref: 84/00201/FUL **Decision:** PERFPP **Decision Date:** 1 May 1984
Description: New front facade

Ref: 07/00770/FUL **Decision:** PERFPP **Decision Date:** 5 September 2007
Description: Construction of new offices/resource centre.

Ref: 18/00946/FUL **Decision:** PERFPP **Decision Date:** 10 April 2019
Description: Construction of two storey office building and associated car park

Ref: 19/00909/OUTMAJ **Decision:** PEROPP **Decision Date:** 17 January 2020
Description: Outline application for the erection of 8no. dwellings with associated parking (with all matters reserved save for access)

RELEVANT POLICIES: In accordance with s.38 (6) Planning and Compulsory Purchase Act (2004), the application is to be determined in accordance with the development plan (the Central Lancashire Core Strategy, the Adopted Chorley Local Plan 2012-2026 and adopted Supplementary Planning Guidance), unless material considerations indicate otherwise. Consideration of the proposal has had regard to guidance contained within the National Planning Policy Framework (the Framework) and the development plan. The specific policies/guidance considerations are contained within the body of the report.

Suggested conditions

1. The proposed development must be begun not later than three years from the date of this permission.

Reason: Required to be imposed by Section 51 of the Planning and Compulsory Purchase Act 2004.

2. The development hereby permitted shall be carried out in accordance with the approved plans below:

Title	Plan Ref	Received On
Location Plan	20-021-L01	22 December 2020
Proposed Floor Plans	20-021-P02	22 December 2020
Proposed Elevations & Section	20-021-P03	22 December 2020
Proposed Street Scenes	20/021/S01	22 December 2020
Proposed Site Plan	20/021/P01 Rev B	11 January 2023
Proposed Site Plan	20/021/P01 Rev B	23 March 2023

Reason: For the avoidance of doubt and in the interests of proper planning.

3. Before the development hereby permitted is first commenced, excluding site preparatory work, full details of existing and proposed ground levels and proposed building finished floor levels (all relative to ground levels adjoining the site) shall have been submitted to and approved in writing by the Local Planning Authority, notwithstanding any such detail shown on previously submitted plan(s). The development shall be carried out strictly in conformity with the approved details.

Reason: To protect the appearance of the locality and in the interests of the amenities of local residents.

4. No excavation works on the application site, including any required for clearance/demolition or site preparation shall take place until the applicant, or their agent or successors in title, has secured the implementation of a programme of archaeological works, to include a formal watching brief to the standards and guidance set out by the Chartered Institute for Archaeologists as an integral part of the groundworks required for the development. This watching brief must be carried out by an appropriately qualified and experienced professional contractor and in accordance with a written scheme of investigation, which shall first have been submitted to and agreed in writing by the Local Planning Authority and shall include a contingency plan for the unexpected discovery of significant remains.

Reason: To ensure and safeguard the recording and inspection of matters of archaeological/historical importance associated with the site.

5. No works to trees or shrubs shall occur or external building works commence between the 1st March and 31st August in any year unless a detailed bird nest survey by a suitably experienced ecologist has been carried out immediately prior to clearance and written confirmation provided that no active bird nests are present which has been agreed in writing by the Local Planning Authority.

Reason: Wild birds and their eggs are protected under Part 1 of the Wildlife and Countryside Act 1981, which makes it illegal to kill or injure a bird and destroy its eggs or its nest whilst it is in use of being built.

6. Prior to any works taking place above DPC level, excluding demolition, a scheme for the landscaping of the development and its surroundings shall be submitted and approved in writing by the Local Planning Authority. These details shall include all existing trees and hedgerows on the land; detail any to be retained, indicate the types and numbers of trees and shrubs to be planted, their distribution on site, those areas to be seeded, paved or hard landscaped; and detail any changes of ground level or landform, proposed finished levels, means of enclosure, minor artefacts and structures. The scheme should include a landscaping/habitat creation and management plan which should aim to contribute to targets specified in the UK and Lancashire Biodiversity Action Plans. Landscaping proposals should comprise only native plant communities appropriate to the natural area.

All hard and soft landscape works shall be carried out in accordance with the approved details within the first planting and seeding seasons following the occupation of any buildings or the completion of the development, whichever is the sooner, and any trees or plants which within a period of 5 years from the completion of the development die, are removed or become seriously damaged or diseased shall be replaced in the next planting season with others of similar size and species.

Reason: To ensure that a satisfactory landscaping scheme for the development is carried out to mitigate the impact of the development and secure a high-quality design.

7. The Chorley Council document "Code of Practice for Construction and Demolition" shall be adhered to throughout the construction period.

Reason: To protect the amenities of the nearby residents.

8. The measures of tree protection specified in BS 5837:2012 shall be implemented throughout the approved works at the site.

Reason: To safeguard the trees to be retained.

9. The development shall not commence until an Employment and Skills Plan that is tailored to the development and will set out the employment skills opportunities for the construction phase of the development has been submitted to and approved by the council as Local Planning Authority (unless otherwise agreed in writing by the council). The development shall be carried out in accordance with the Employment and Skills Plan (in the interests of delivering local employment and skills training opportunities in accordance with Core Strategy Policy 15: Skills and Economic Inclusion).

Reason: In the interests of delivering local employment and skills training opportunities as per the Central Lancashire Core Strategy Policy 15: Skills and Economic Inclusion and the Central Lancashire Employment Skills Supplementary Planning Document September 2017. No Employment and Skills Plan was submitted with the application.

10. No part of the development hereby approved shall commence until a scheme for the construction of the site access and reinstatement of existing access has been submitted to and approved by the Local Planning Authority in consultation with the Highway Authority.

Reason: To satisfy the Local Planning Authority and Highway Authority that the final details of the highway scheme/works are acceptable before work commences on site.

11. Before the access is used for vehicular purposes the visibility splays measuring 2.4 metres by 25 metres in both directions to be provided, measured along the centre line of the proposed new accesses from the continuation of the nearer edge of the existing carriageway of Water Street, to the satisfaction of the Local Planning Authority. The land within these splays shall be maintained thereafter, free from obstructions such as walls, fences, trees, hedges, shrubs, ground growth or other structures within the splays in excess of 1.0 metre in height above the height at the centre line of the adjacent carriageway.

Reason: To ensure adequate visibility at the street junction or site access in the interest of highway safety.

12. The private car parking to be marked out in accordance with the approved plan, before occupation of the associated dwellings and permanently maintained thereafter.

Reason: To allow for the effective use of the parking areas.

13. The layout of the development shall include provisions to enable vehicles to enter and leave the highway in forward gear and such provisions shall be laid out in accordance with the approved plan and the vehicular turning space shall be laid out and be available for use before any development commences and a suitable turning area is to be maintained thereafter.

Reason: Vehicles reversing to and from the highway are a hazard to other road users, for residents and construction vehicles.

14. The car parking area and manoeuvring area the development shall be constructed in accordance with the Lancashire County Council Specification for Construction of Estate Roads to at least sub base before any development takes place within the site.

Reason: To ensure that provision is made for the storage of materials and contracting staff.

15. The cycling facilities to be provided in accordance with a scheme to be approved by the Local Planning Authority and the cycling facilities to be provided in accordance with the approved plan, before the use of the premises hereby permitted becomes operative and permanently maintained thereafter.

Reason: To allow for the effective use of the parking areas the promotion of sustainable forms of transport and aid social inclusion.

16. Prior to the commencement of development a Traffic Management Plan (TMP) shall be submitted to and approved in writing by the Local Planning Authority (in conjunction with the highway authority). The TMP shall include and specify the provisions to be made for the following -

- The parking of vehicles of site operatives and visitors;
- Loading and unloading of plant and materials used in the construction of the development;
- Storage of such plant and materials;
- Wheel washing facilities;
- Periods when plant and materials trips should not be made to and from the site (mainly peak hours but the developer to identify times when trips of this nature should not be made)
- Routes to be used by vehicles carrying plant and materials to and from the site;
- Measures to ensure that construction and delivery vehicles do not impede access to adjoining properties

Reason: To protect existing road users and to maintain the operation and safety of the local highway network and to minimise the impact of the construction works on the local highway network.

17. The development permitted by this planning permission shall be carried out in accordance with the principles set out within the surface water sustainable drainage strategy "DRAINAGE STRATEGY v2" uploaded to the planning website on 11/01/2023. The measures shall be fully implemented prior to occupation of the development and in accordance with the timing / phasing arrangements embodied within the scheme, or within any other period as may subsequently be agreed, in writing, by the Local Planning Authority in consultation with the Lead Local Flood Authority.

Reason: To ensure satisfactory sustainable drainage facilities are provided to serve the site in accordance with the Paragraphs 167 and 169 of the National Planning Policy Framework, Planning Practice Guidance and Defra Technical Standards for Sustainable Drainage Systems.

18. No development shall commence in any phase until a detailed, final surface water sustainable drainage strategy for the site has been submitted to, and approved in writing by, the Local Planning Authority.

The detailed surface water sustainable drainage strategy shall be based upon the site specific flood risk assessment and indicative surface water sustainable drainage strategy submitted and sustainable drainage principles and requirements set out in the National Planning Policy Framework, Planning Practice Guidance and Defra Technical Standards for Sustainable Drainage Systems. No surface water shall be allowed to discharge to the public foul sewer(s), directly or indirectly.

The details of the drainage strategy to be submitted for approval shall include, as a minimum;

- a) Sustainable drainage calculations for peak flow control and volume control for the:
 - i. 100% (1 in 1-year) annual exceedance probability event;
 - ii. 3.3% (1 in 30-year) annual exceedance probability event, with an allowance for urban creep;
 - iii. 1% (1 in 100-year) annual exceedance probability event + 40% climate change allowance, with an allowance for urban creep
- b) Final sustainable drainage plans appropriately labelled to include, as a minimum:
 - i. Site plan showing all permeable and impermeable areas that contribute to the drainage network either directly or indirectly, including surface water flows from outside the curtilage as necessary;
 - ii. Sustainable drainage system layout showing all pipe and structure references, dimensions and design levels; to include all existing and proposed surface water drainage systems up to and including the final outfall;
 - iii. Details of all sustainable drainage components, including landscape drawings showing topography and slope gradient as appropriate;

- iv. Drainage plan showing flood water exceedance routes in accordance with Defra Technical Standards for Sustainable Drainage Systems;
- v. Finished Floor Levels (FFL) in AOD with adjacent ground levels for all sides of each building and connecting cover levels to confirm minimum 150 mm+ difference for FFL;
- vi. Details of proposals to collect and mitigate surface water runoff from the development boundary;
- vii. Measures taken to manage the quality of the surface water runoff to prevent pollution, protect groundwater and surface waters, and delivers suitably clean water to sustainable drainage components to prevent blockage;
- c) Evidence of an assessment of the site conditions to include site investigation and test results to confirm infiltrations rates and groundwater levels in accordance with BRE 365.
- d) Evidence of an assessment of the existing on-site culverted watercourse to be used, to confirm that these systems are in sufficient condition and have sufficient capacity to accept surface water runoff generated from the development.
- e) Evidence that a free-flowing outfall can be achieved. If this is not possible, evidence of a surcharged outfall applied to the sustainable drainage calculations will be required.

The sustainable drainage strategy shall be implemented in accordance with the approved details.

Reason: To ensure satisfactory sustainable drainage facilities are provided to serve the site in accordance with the Paragraphs 167 and 169 of the National Planning Policy Framework, Planning Practice Guidance and Defra Technical Standards for Sustainable Drainage Systems.

19. No development shall commence until a Construction Surface Water Management Plan, detailing how surface water and stormwater will be managed on the site during construction, including demolition and site clearance operations, has been submitted to and approved in writing by the Local Planning Authority.

The details of the plan to be submitted for approval shall include for each phase, as a minimum:

- a) Measures taken to ensure surface water flows are retained on-site during the construction phase(s), including temporary drainage systems, and, if surface water flows are to be discharged, they are done so at a restricted rate that must not exceed the equivalent runoff rate from the site prior to redevelopment.
- b) Measures taken to prevent siltation and pollutants from the site into any receiving groundwater and/or surface waters, including watercourses, with reference to published guidance.

The plan shall be implemented and thereafter managed and maintained in accordance with the approved plan for the duration of construction.

Reason: To ensure the development is served by satisfactory arrangements for the disposal of surface water during each construction phase(s) so it does not pose an undue surface water flood risk on-site or elsewhere during any construction phase in accordance with Paragraph 167 of the National Planning Policy Framework.

20. The occupation of the development shall not be permitted until a site-specific Operation and Maintenance Manual for the lifetime of the development, pertaining to the surface water drainage system and prepared by a suitably competent person, has been submitted to and approved in writing by the Local Planning Authority.

The details of the manual to be submitted for approval shall include, as a minimum:

- a) A timetable for its implementation;
- b) Details of the maintenance, operational and access requirement for all SuDS components and connecting drainage structures, including all watercourses and their ownership) Pro-forma to allow the recording of each inspection and maintenance activity, as well as allowing any faults to be recorded and actions taken to rectify issues;
- d) The arrangements for adoption by any public body or statutory undertaker, or any other arrangements to secure the operation of the sustainable drainage scheme in perpetuity;

- e) Details of financial management including arrangements for the replacement of major components at the end of the manufacturer's recommended design life;
- f) Details of whom to contact if pollution is seen in the system or if it is not working correctly; and
- g) Means of access for maintenance and easements.

Thereafter the drainage system shall be retained, managed, and maintained in accordance with the approved details.

Reason: To ensure that surface water flood risks from development to the future users of the land and neighbouring land are minimised, together with those risks to controlled waters, property, and ecological systems, and to ensure that the sustainable drainage system is subsequently maintained pursuant to the requirements of Paragraph 169 of the National Planning Policy Framework.

21. The occupation of the development shall not be permitted until a site-specific verification report, pertaining to the surface water sustainable drainage system, and prepared by a suitably competent person, has been submitted to and approved in writing by the Local Planning Authority.

The verification report must, as a minimum, demonstrate that the surface water sustainable drainage system has been constructed in accordance with the approved drawing(s) (or detail any minor variations) and is fit for purpose. The report shall contain information and evidence, including photographs, of details and locations (including national grid references) of critical drainage infrastructure (including inlets, outlets, and control structures) and full as-built drawings. The scheme shall thereafter be maintained in perpetuity.

Reason: To ensure that surface water flood risks from development to the future users of the land and neighbouring land are minimised, together with those risks to controlled waters, property, and ecological systems, and to ensure that the development as constructed is compliant with the requirements of Paragraphs 167 and 169 of the National Planning Policy Framework.

22. During the full period of construction, facilities shall be provided within the site by which means the wheels of vehicles may be cleaned before leaving the site. The roads adjacent to the site shall be mechanically swept as required during the full construction period.

Reason: To avoid the possibility of the public highway being affected by the deposit of mud and/or loose materials thus creating a potential hazard to road users.

23. No development shall commence until;

- a) a scheme of intrusive site investigations has been carried out on site to establish the risks posed to the development by the on-site mine entry (CA shaft ref: 358417-008), and;
- b) any remediation works and/or mitigation measures to address land instability arising from coal mining legacy, as may be necessary, have been implemented on site in full in order to ensure that the site is made safe and stable for the development proposed. This should include the submission of the approved site layout plan that illustrates the exact location and calculated zone of influence of the mine entry in order that the area at risk in the event of a catastrophic failure of the mine entry can be seen, and which highlights areas where mitigation measures are likely to be required.

The intrusive site investigations and remedial works shall be carried out in accordance with authoritative UK guidance.

Reason: The undertaking of intrusive site investigations, prior to the commencement of development, is considered to be necessary to ensure that adequate information pertaining to ground conditions and coal mining legacy is available to enable appropriate remedial and mitigatory measures to be identified and carried out before building works commence on site. This is in order to ensure the safety and stability of the development, in accordance with paragraphs 178 and 179 of the National Planning Policy Framework.

24. Prior to the occupation of the development, or it being taken into beneficial use, a signed statement or declaration prepared by a suitably competent person confirming that the site is, or has been made, safe and stable for the approved development shall be submitted to the Local Planning Authority for approval in writing. This document shall confirm the methods and findings of the intrusive site investigations and the completion of any remedial works and/or mitigation necessary to address the risks posed by past coal mining activity.

Reason: To ensure the development is safe for occupation.

25. Prior to the commencement of development (including demolition, ground works, vegetation clearance), an invasive non-native species protocol shall be submitted to and approved by the local planning authority, detailing the containment, control and removal of Japanese Knotweed, cotoneaster and montbretia on site. The measures shall be carried out strictly in accordance with the approved scheme.

Reason: To avoid the spread of an invasive species.

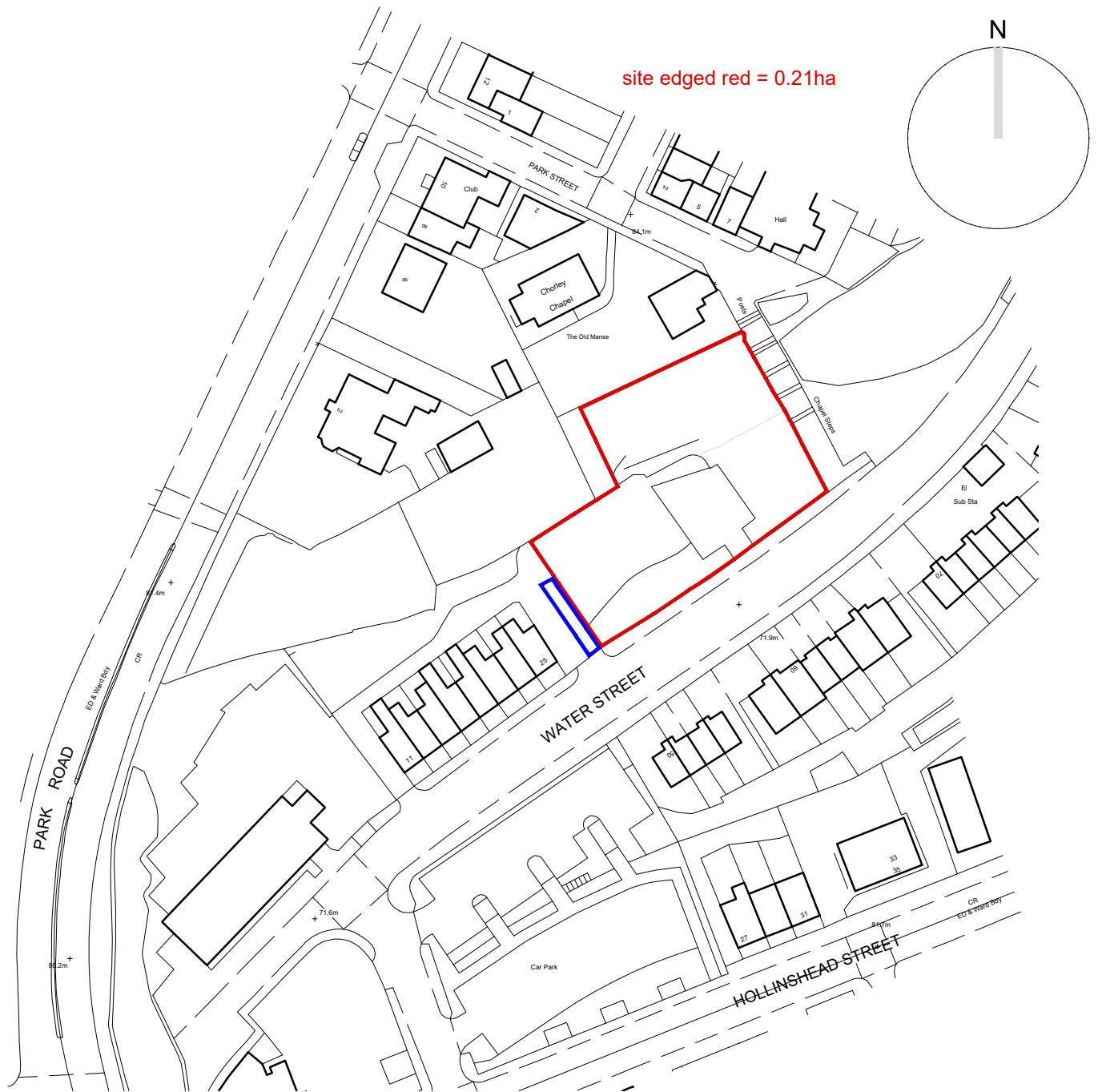
26. A scheme for the Biodiversity Compensation and Enhancement Measures, as set out in section 5 of the Preliminary Ecological Appraisal by Bowland Ecology dated December 2020, shall be submitted to and approved in writing by the Local Planning Authority. The approved scheme shall be implemented prior to first occupation of the development (or in accordance with a phasing plan which shall first be agreed in writing with the Local Planning Authority) and shall be retained thereafter.

Reason: To ensure biodiversity mitigation is delivered.

27. Prior to their installation, images and specifications of all external facing and roofing materials (notwithstanding any details shown on previously submitted plan(s) and specification) shall be submitted to and approved in writing by the Local Planning Authority. All works shall be undertaken strictly in accordance with the details as approved.

Reason: To ensure that the materials used are visually appropriate to the locality.

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Revision Notes:

Scale: 1:1250



CLIENT
 Gradus Homes Ltd.

PROJECT NAME
 Proposed Residential Development on the site of the

Former Mormon Church, Water Street, Chorley, PR7 1EE

DRAWING NAME
 Location Plan

SCALE	DRAWN BY	DATE	DRAWING NUMBER	REVISION
1:1250 @ A4	ASL	11/05/20	20-021-L01	-

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APPLICATION REPORT – 23/00454/FUL**Validation Date: 26 May 2023****Ward: Chorley North East****Type of Application: Full Planning****Proposal: Erection of two detached dwellings with associated detached garages
(resubmission of planning application ref: 22/01004/FUL)****Location: Land Between 20 And Mereside Oakmere Avenue Withnell****Case Officer: Chris Smith****Applicant: Mr James Hassall****Agent: Keith Davidson & Partners Ltd****Consultation expiry: 23 June 2023****Decision due by: 01 September 2023 (Extension of time agreed)**

RECOMMENDATION

1. It is recommended that planning permission is granted subject to conditions.

SITE DESCRIPTION

2. The application site is located in the Green Belt, as defined by the Chorley Local Plan 2012-2026, on the south side of Oakmere Avenue, which is an unadopted and unmade track accessed from the A674 Blackburn Road to the west. Currently the site is vacant comprising dense overgrown shrubbery. On both sides the site is bounded by neighbouring residential properties and to the east there is an unnamed track, which sits between the site and the neighbouring property 'Mereside'. Immediately to the north of the site on the opposite side of Oakmere Avenue there are two large bodies of water forming a reservoir.

DESCRIPTION OF PROPOSED DEVELOPMENT

3. The application seeks planning permission for the erection of 2no. detached dwellings. These would be large two storey dwellings of relatively modern appearance with front and rear gardens. Vehicular access to each dwelling would be from Oakmere Avenue. Planning permission is also sought for 2no. detached garages.
4. The application is a resubmission of planning application 22/01004/FUL, which granted planning permission for 2no. dwellings in January 2023. The application remains as per the approved scheme apart from the inclusion of detached garages, which would be located to the front of the proposed dwellings.
5. It should also be noted that the proposed development has been amended since first being received by the Council. The scheme has been amended to include a fire escape window at first floor level within the side (north west) elevation of House B (identified on plan ref: 211, Revision F). Fire escape windows have also been added to the east and west side elevations of House A (identified on plan ref 210, Revision F). The roof design of the proposed garages has also been amended to lower the overall height.

REPRESENTATIONS

6. 2no. representations have been received citing the following grounds of objection to the proposed development –
- The proposed development is not in keeping with the local area
 - It would increase traffic and loss of habitat
 - The proposed garages would be forward of the building line and would be aesthetically wrong and out of keeping with the Avenue
 - The garages would prevent egress from the site in forward gear
7. Councillor Margaret France objects to the proposed development for the following reasons –
- The site is a very attractive site
 - It is visited by ramblers and anglers to the adjacent fishing lodge
 - The line of housing frontages will be distorted by the proposed detached garages which will not respect the existing dwellings

CONSULTATIONS

8. Chorley Council's Tree Officer – Has stated that they have no objections to the proposed development providing that the tree protection measures outlined in the Arboricultural Report submitted with the application are adhered to.
9. The Coal Authority – Low Risk/Standing Advice.
10. Greater Manchester Ecology Unit (GMEU) – Have not raised any objections to the proposed development but advise that one mature tree is proposed for removal and a bat assessment is required in order to identify whether a bat roost is present.
11. Lancashire Highway Services (LCC Highways) – Have stated that they do not have any objections to the proposed development and are of the opinion that it would not have a significant impact on highway safety, capacity or amenity in the immediate vicinity of the site.
12. United Utilities (UU) – Have no objections to the proposed development.
13. Withnell Parish Council – No comments have been received.

PLANNING CONSIDERATIONS

Principle of the development in the Green Belt

14. The application site is located wholly within the Green Belt. National guidance on Green Belt is contained in Chapter 13 of the National Planning Policy Framework which states:

137. The Government attaches great importance to Green Belts. The fundamental aim of Green Belt policy is to prevent urban sprawl by keeping land permanently open; the essential characteristics of Green Belts are their openness and their permanence.

138. Green Belt serves five purposes:

- a) to check the unrestricted sprawl of large built-up areas;*
- b) to prevent neighbouring towns merging into one another;*
- c) to assist in safeguarding the countryside from encroachment;*
- d) to preserve the setting and special character of historic towns; and*
- e) to assist in urban regeneration, by encouraging the recycling of derelict and other urban land.*

147. Inappropriate development is, by definition, harmful to the Green Belt and should not be approved except in very special circumstances.

148. *When considering any planning application, local planning authorities should ensure that substantial weight is given to any harm to the Green Belt. 'Very special circumstances' will not exist unless the potential harm to the Green Belt by reason of inappropriateness, and any other harm resulting from the proposal, is clearly outweighed by other considerations.*

149. *A local planning authority should regard the construction of new buildings as inappropriate in the Green Belt. Exceptions to this are:*

- a) buildings for agriculture and forestry;*
- b) the provision of appropriate facilities (in connection with the existing use of land or a change of use) for outdoor sport, outdoor recreation, cemeteries and burial grounds and allotments; as long as the facilities preserve the openness of the Green Belt and do not conflict with the purposes of including land within it;*
- c) the extension or alteration of a building provided that it does not result in disproportionate additions over and above the size of the original building;*
- d) the replacement of a building, provided the new building is in the same use and not materially larger than the one it replaces;*
- e) limited infilling in villages;*
- f) limited affordable housing for local community needs under policies set out in the development plan (including policies for rural exception sites); and*
- g) limited infilling or the partial or complete redevelopment of previously developed land, whether redundant or in continuing use (excluding temporary buildings), which would:*
 - not have a greater impact on the openness of the Green Belt than the existing development; or*
 - not cause substantial harm to the openness of the Green Belt, where the development would re-use previously developed land and contribute to meeting an identified affordable housing need within the area of the local planning authority.*

Policy HS7 of the Chorley Local Plan 2012 – 2026 states that within smaller villages limited infilling for housing will be permitted providing the applicant can demonstrate that the following criteria are met:

- a) The existing buildings form a clearly identifiable built-up frontage;*
- b) The site lies within the frontage, with buildings on either side, and its development does not extend the frontage;*
- c) The proposal would complement the character and setting of the existing buildings.*

15. The proposed development would involve the infilling of a site that lies within a clearly identifiable built-up frontage with buildings on either side in an area with the character of a village. The dwellings would be set back from the public highway and would be positioned broadly in line with neighbouring dwellings on either side and would not project beyond the prevailing and distinct building line located along Oakmere Avenue. However, the eastern dwelling (house A on the site plan) would be built at a very modest angle, which would represent a slight departure from the more uniform building line along Oakmere Avenue. However, it is considered that this would provide some interest in the street scene, without being obtrusively sited and would respond to the characteristics of the site. Neighbouring properties exhibit a range of design and architectural styles with an array of facing materials evident and although the proposed dwellings would be of relatively modern appearance they would not appear out of place within this relatively mixed architectural context.
16. Consequently, it is considered that the proposed development would complement the character and setting of the existing buildings and the principle of the development is, therefore, considered to be acceptable.

Impact on the character and appearance of the locality

17. *Policy BNE1 of the Chorley Local Plan 2012 – 2026 states that planning permission will be granted for new development, including extensions, conversions, and free-standing structures, provided that (amongst other things):*

a) The proposal does not have a significantly detrimental impact on the surrounding area by virtue of its density, siting, layout, building to plot ratio, height, scale and massing, design, orientation and use of materials.

18. The proposed development would fill a large part of the plot, which lies between the neighbouring dwellings on either side of the site, however, there would be substantially sized garden areas, which would reflect the proportions of neighbouring gardens and it is not considered that the building to plot ratio of the dwellings would be excessive. Neighbouring properties located along Oakmere Avenue are not densely built up and it is considered that the proposed dwellings would represent a continuation of this layout. They would be set back from the public highway and would be positioned broadly in line with neighbouring dwellings on either side.
19. Currently the site is vacant and overgrown with foliage and it makes no particular contribution to the streetscene, which is at odds with the prevailing residential character of the immediate locality. The proposed development would reflect the residential character of the area and would be consistent with neighbouring land uses, continuing the active frontage along this part of Oakmere Avenue. Levels across the site ascend very gently in an west to east direction and consequently the proposed dwellings would be slightly lower than the neighbouring property at no. 20 Oakmere Avenue. However, it is considered that this would be in line with the prevailing trend as the heights of properties along Oakmere Avenue increase in line with the west to east ascending topography.
20. With regards to design and facing materials, the proposed dwellings would be of relatively modern appearance with large sections of glazing to the front and materials including timber cladding and zinc roof panels. Although it is accepted that this would differ from the design and style of some neighbouring properties, most of which are more conventionally designed brick built dwellings, the immediate locality is characterised by a variety of property types including bungalows, two storey dwellings, detached and semi-detached properties. It is therefore not considered that the proposed dwellings would appear out of place within this relatively mixed architectural context.
21. The proposed detached garages would be set forward from the principal elevations of the dwellings with the garage at House A approximately 3.4m away from the front boundary of the site and that of House B approximately 3m away from the boundary. The garages would, therefore, be visible within the adjacent streetscene and in particular when the site is approached from the west travelling along Oakmere Avenue. However, it is considered that the uniformity and consistency of the building layout along Oakmere Avenue begins to break down as properties become more dispersed with larger gaps between dwellings towards the eastern end of the road. It is also considered that the garages would benefit from a relatively modest and low-profile with a low maximum height of approximately 3.3m, which would to a degree mitigate the visual impact in the streetscene. In terms of design it is considered that they would complement the form and style of the host dwellings. Consequently, it is considered that the proposed garages would not appear as unduly prominent or visually discordant features within the streetscene.
22. It is, therefore, considered that the impact on the character and appearance of the locality would be acceptable, and that the proposed development would be a sensitive response to the overall form and layout of the surroundings, thereby complying with Chorley Local Plan policy BNE1 a).

Impact on the amenity of neighbouring occupiers

23. *Policy BNE1 of the Chorley Local Plan 2012 – 2026 states that planning permission will be granted for new development, including extensions, conversions, and free-standing structures, provided that (amongst other things):*

b) The development would not cause harm to any neighbouring property by virtue of overlooking, overshadowing, or overbearing;

g) The proposal would not cause an unacceptable degree of noise disturbance to surrounding land uses;

24. The side (east) elevation of House A would contain 5no. bedroom windows at first floor level. Due to the angle and position of the proposed dwelling the windows would not face directly towards the neighbouring residential property at Mereside. The windows to bedrooms 2 and 3 would be angled in such a way that they would not face directly towards the parts of the rear garden most intimately associated with the property. The window to bedroom 4 would be obscurely glazed. It is not considered, therefore, that there would be any unacceptable adverse impacts on the amenity of the neighbouring occupiers of Mereside as a result of privacy loss. Whilst House A would be set slightly forward from the front elevation of Mereside it is considered that the degree of separation between the two properties would be sufficient to ensure that there would be no unacceptable adverse impacts on the amenity of the occupiers of this property as a result of light loss or overbearing.
25. House B would be located immediately to the east of the neighbouring dwelling at no.20 Oakmere Avenue and at its closest point would be approximately 2.5m away from the common boundary and 4.3m away from the side elevation of the property itself. However, the proposed dwelling would not project forward of the front elevation of the neighbouring property and the rear projecting gable section of the proposed dwelling would be approximately 9m away from the common boundary and approximately 11m away from the neighbouring property itself. This would ensure there would be an adequate degree of separation between the two properties. There would be an escape window to a bedroom at first floor level within the side (west) elevation of the property. However, this would face directly towards a blank section of the first-floor side elevation of the neighbouring property at 20 Oakmere Avenue and it would not face towards the rear garden and main private amenity spaces associated with this property. There would be no other first-floor habitable room windows within the side (west) facing elevation of House B. Consequently, it is not considered that there would be any unacceptable adverse impacts on the amenity of the occupiers of the neighbouring property at no. 20 Oakmere Avenue as a result of light loss, overbearing or a loss of privacy.
26. Due to the very modest scale of the proposed garages and the degree of separation between them and neighbouring properties, they would have no unacceptable adverse impact on the amenity of the occupiers of the properties as a result of light loss or a loss of outlook.
27. Having regard to the above, the extension is considered to accord with Chorley Local Plan policy BNE1 b) and g) in respect of amenity.

Ecology

28. *Policy BNE9 of the Chorley Local Plan 2012-2026 sets out how development should safeguard biodiversity. Any adverse impacts on biodiversity should be avoided, and if unavoidable should be reduced or appropriately mitigated and/or compensated.*
29. *Policy BNE11 of the Chorley Local Plan 2012-2026 states that planning permission will not be granted for development which would have an adverse effect on a priority species, unless the benefits of the development outweigh the need to maintain the population of the species in situ.*
30. The Council's ecological advisors at Greater Manchester Ecology Unit (GMEU) have not raise any objections to the proposed development. However, they state that as one mature tree is proposed for removal, a bat assessment should be provided prior to determination of the application. A bat survey report was subsequently submitted by the applicant which identified the presence of 2no. bat roosts in the tree including a daubenton's maternity roost with a maximum of 9no. bats and a common pipistrelle night roost. The bat survey states that no works to the tree should be undertaken without a licence from Natural England. It is recommended that this be secured by a planning condition.

31. GMEU also advised that there are unlikely to be any other protected species associated with the proposed development. However, they recommended that a condition should be attached to the grant of planning permission requiring that no works to trees or shrubs shall occur between the 1st March and 31st August in any year unless a detailed bird nest survey by a suitably experienced ecologist has been carried out immediately prior to clearance and written confirmation provided that no active bird nests are present which has been agreed in writing by the local planning authority
32. Having regard to the above, and subject to relevant conditions, it is considered that the nature conservation interest would be sustained, and the proposal is considered to accord with Chorley Local Plan policy BNE9 and BNE11 in respect of ecology.

Trees

33. Although 1no. ash tree (T5) would be removed, the arboricultural report submitted with the application confirms that the tree is subject to Honey Fungus around the buttress area, which is a serious decay fungus rendering the tree hazardous and liable to serious decline and/or fail. While the loss of the mature tree, which is prominently positioned along the site frontage is regrettable, it is accepted that due to the condition of the tree it's removal is necessary.
34. Furthermore, the Council's Tree Officer has not raised an objection to these works and has advised that the tree protection measures set out in the arboricultural report submitted with the application should be adhered to.

Parking provision and highway safety

35. *Policy ST4 'Parking Standards' of the Chorley Local Plan 2012-2026 requires that proposals for development will need to make parking provision in accordance with the standards set out in Appendix A of the Local Plan. Appendix A identifies the Council's minimum parking standards for new development.*
36. *Policy BNE1 of the Chorley Local Plan 2012 – 2026 states that planning permission will be granted for new development, provided that, where relevant to the development the residual cumulative highways impact of the development is not severe and it would not prejudice highway safety, the free flow of traffic, and would not reduce the number of on-site parking spaces to below the standards stated in Site Allocations Policy – Parking Standards, unless there are other material considerations which justify the reduction.*
37. The proposed dwellings would both contain five bedrooms and the plot for each dwelling would provide off road car parking spaces for three cars. The proposed development would, therefore, be in accordance with the parking standards specified in policy ST4 of the Chorley Local Plan 2012 – 2026.
38. LCC Highways have stated that they do not have any objections to the proposed development and are of the opinion that it would not have a significant impact on highway safety, capacity, or amenity in the immediate vicinity of the site.

Flood risk and drainage

39. The application site is not located in an area that is at risk of flooding from pluvial or fluvial sources, according to Environment Agency mapping data. In accordance with the National Planning Policy Framework (NPPF) and the National Planning Practice Guidance (NPPG), the site should be drained on a separate system with foul water draining to the public sewer and surface water draining in the most sustainable way.
40. The NPPG clearly outlines the hierarchy to be investigated by the developer when considering a surface water drainage strategy. As such the developer should consider the following drainage options in the following order of priority:

1. into the ground (infiltration);
2. to a surface water body;
3. to a surface water sewer, highway drain, or another drainage system;
4. to a combined sewer.

41. United Utilities advise that there are no known public sewers in the vicinity of the proposed development. It is recommended that the applicant implements a scheme in accordance with the surface water drainage hierarchy outlined above.

Sustainability

42. Policy 27 of the Core Strategy requires all new dwellings to be constructed to Level 4 of the Code for Sustainable Homes or Level 6 if they are commenced from 1st January 2016. It also requires sites of five or more dwellings to have either additional building fabric insulation measures or reduce the carbon dioxide emissions of predicted energy use by at least 15% through decentralised, renewable or low carbon energy sources. The 2015 Deregulation Bill received Royal Assent on Thursday 26th March 2015, which effectively removes Code for Sustainable Homes. The Bill does include transitional provisions which include:

“For the specific issue of energy performance, local planning authorities will continue to be able to set and apply policies in their Local Plans which require compliance with energy performance standards that exceed the energy requirements of Building Regulations until commencement of amendments to the Planning and Energy Act 2008 in the Deregulation Bill 2015. This is expected to happen alongside the introduction of zero carbon homes policy in late 2016. The government has stated that, from then, the energy performance requirements in Building Regulations will be set at a level equivalent to the (outgoing) Code for Sustainable Homes Level 4. Until the amendment is commenced, we would expect local planning authorities to take this statement of the government’s intention into account in applying existing policies and not set conditions with requirements above a Code Level 4 equivalent.”

“Where there is an existing plan policy which references the Code for Sustainable Homes, authorities may continue to apply a requirement for a water efficiency standard equivalent to the new national technical standard, or in the case of energy a standard consistent with the policy set out in the earlier paragraph in this statement, concerning energy performance.”

43. Given this change, instead of meeting the code level, the Local Planning Authority required that dwellings should achieve a minimum dwelling emission rate of 19% above 2013 Building Regulations in accordance with the transitional provisions. Building Regulations 2022 have now been brought into force and under Part L require a 31% improvement above 2013 Building Regulations. This exceeds the Council’s previous requirement and now supersedes the requirement for a planning condition.

Public open space

44. Policy HS4 of the Chorley Local Plan 2012 – 2026 requires public open space contributions for new dwellings to be provided in order to overcome the harm of developments being implemented without facilities being provided.
45. Until recently the National Planning Practice Guidance (NPPG) previously set out a threshold for tariff-style contributions, stating that planning obligations should not be sought from developments of 10 or less dwellings and which have a maximum combined floorspace of no more than 1000 square metres. This guidance has been removed from the latest NPPG and has been replaced with a requirement that planning obligations for affordable housing should only be sought for residential developments that are major developments.

46. Specifically, the guidance was derived from the order of the Court of Appeal dated 13 May 2016, which gave legal effect to the policy set out in the Written Ministerial Statement of 28 November 2014 which has not been withdrawn and which should, therefore, clearly still be taken into account as a material consideration in the assessment of planning applications.
47. To this end whilst it would normally be inappropriate to require any affordable housing or social infrastructure contributions on sites below the thresholds stated, local circumstances may justify lower (or no) thresholds as an exception to the national policy. It would then be a matter for the decision-maker to decide how much weight to give to lower thresholds justified by local circumstances.
48. Consequently, the Council must determine what lower thresholds are appropriate based on local circumstances as an exception to national policies and how much weight to give to the benefit of requiring a payment for 10, or fewer, dwellings. The Council has agreed to only seek contributions towards provision for children/young people on developments of 10 dwellings or less.
49. Notwithstanding this, the Council must also decide how much weight to give to the benefit of receiving a payment for 1 or 2 dwellings. It is, therefore, considered that the benefit of securing a public open space contribution on the basis of two dwellinghouses in this case, would not outweigh the high cost of managing the end to end process of delivering those improvements, and would not be commensurate to the benefit.
50. Therefore, a public open space commuted sum is not requested for this scheme.

Community Infrastructure Levy

51. The Chorley CIL Infrastructure Charging Schedule provides a specific amount for development. The CIL Charging Schedule was adopted on 16 July 2013 and charging commenced on 1 September 2013. The proposed development would be a chargeable development and the charge is subject to indexation in accordance with the Council's Charging Schedule.

CONCLUSION

52. The proposed development would fall within the exception of paragraph 149 (e) of the National Planning Policy Framework and would not, therefore, be inappropriate development in the Green Belt. It would not have an unacceptable adverse impact on the character and appearance of the existing site and the surrounding area or the amenity of neighbouring residents. Nor would it cause any significant harm to highway safety or ecology. It is, therefore, considered that the development accords with the National Planning Policy Framework and policies BNE1, BNE9, BNE11 and HS7 of the Chorley Local Plan 2012 – 2026. Consequently, it is recommended that the application is approved, subject to conditions.

RELEVANT HISTORY OF THE SITE

Ref: 21/01282/OUT **Decision:** PEROPP **Decision Date:** 11 March 2022
Description: Outline application (specifying access and layout) for 2no. semi-detached dwellings

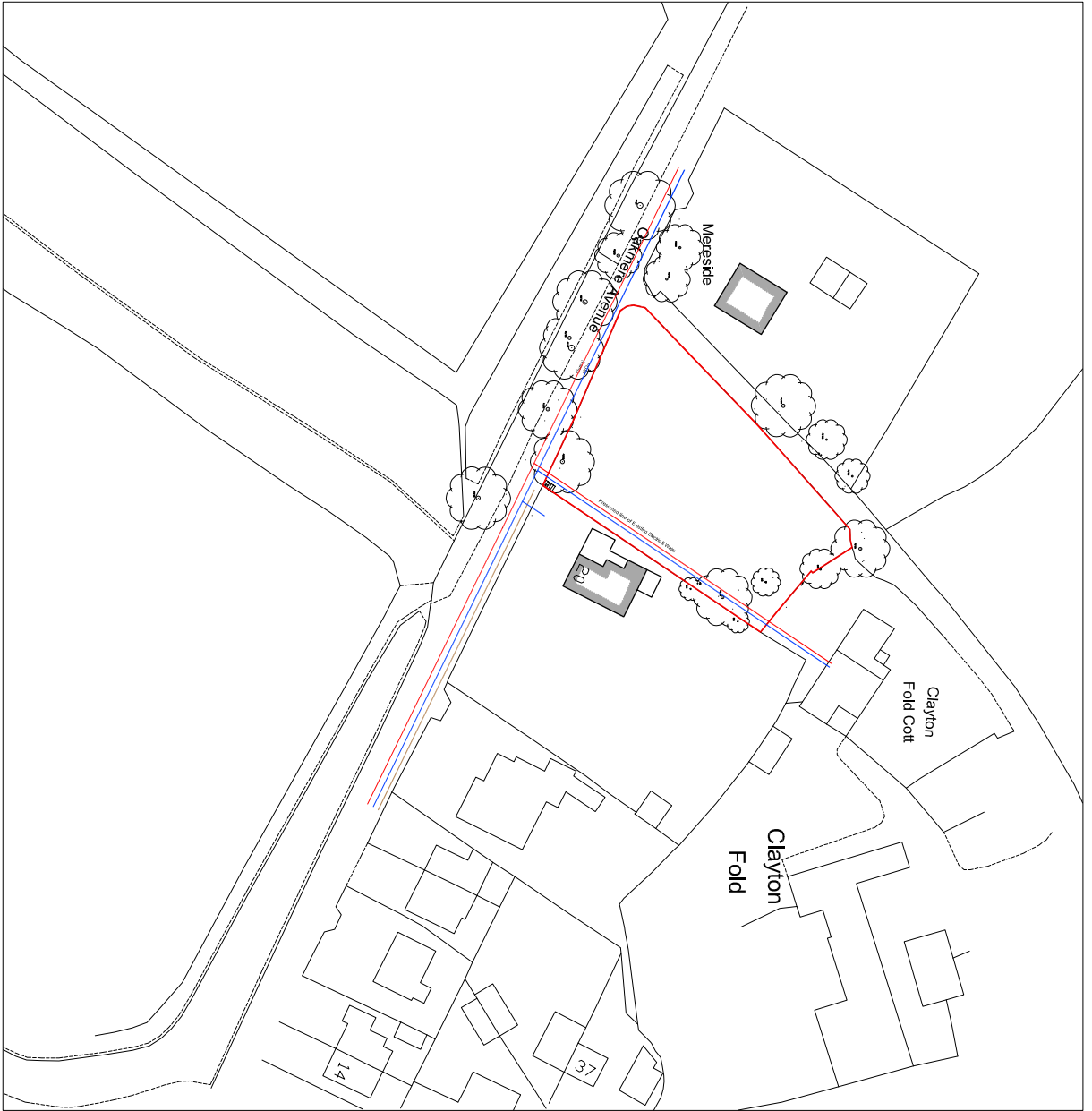
Ref: 22/01004/FUL **Decision:** PERFPP **Decision Date:** 16 January 2023
Description: Erection of 2no. detached dwellings

RELEVANT POLICIES: In accordance with s.38 (6) Planning and Compulsory Purchase Act (2004), the application is to be determined in accordance with the development plan (the Central Lancashire Core Strategy, the Adopted Chorley Local Plan 2012-2026 and adopted Supplementary Planning Guidance), unless material considerations indicate otherwise. Consideration of the proposal has had regard to guidance contained within the National

Planning Policy Framework (the Framework) and the development plan. The specific policies/ guidance considerations are contained within the body of the report.

Planning conditions to follow in the addendum report

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Location Plan Scale 1:1250



NOTES

All drawings to be checked on site. Figure dimensions to be read in preference to scale. The drawing is copyright and does not permit unauthorised copying of the drawing. This drawing is copyright and remains the property of Archibed unless otherwise agreed.

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APPLICATION REPORT – 23/00564/FUL**Validation Date: 10 July 2023****Ward: Clayton West And Cuerden****Type of Application: Full Planning****Proposal: Application for technical details consent for the erection of four dwellings pursuant to permission in principle 22/00765/PIP****Location: Land Opposite Hampton Grove Wigan Road Clayton-Le-Woods****Case Officer: Mr Iain Crossland****Applicant: Mr Shah****Agent: Mrs Claire Wilkinson****Consultation expiry: 15 September 2023****Decision due by: 4 September 2023**

RECOMMENDATION

It is recommended that planning permission is granted subject to conditions.

SITE DESCRIPTION

The application site is an open field that is located on the western side of Wigan Road, Clayton-le-Woods and is in the Green Belt. The site sits between the residential properties known as 'Thorntree House' to the north and 'Congham House' (or The Woodlands) to the south. The application site has a frontage to Wigan Road and has been previously used for the temporary siting of a mobile sales unit and associated car parking for the housing development to the east of Wigan Road.

Immediately beyond Thorntree House to the north is a cluster of commercial development comprising Bangla Spice Restaurant, Thorntrees Car Garage and Armlee Nurseries. Planning permission was recently granted for the change of use of the car garage to three retail units including a neighbourhood Co-Op store (20/01277/FUL). To the north-west, behind the garden area of Thorntree House, is a further commercial building.

Directly opposite the site on the eastern side of Wigan Road are the newly constructed residential developments forming part of an allocated development site HS1.31 (Burrows Premises) and HS1.32 (Land to the East of Wigan Road) within the local plan. This has resulted in an extensive major development opposite the site.

Running parallel with the southern boundary of the site are the rear gardens of the residential properties located along Moss Lane, whose character is that of large detached dwellings of individual design set in large gardens with mature trees and landscaping.

The application site and open land beyond to the west are not associated with a farm and are currently unused. On the western side of the field is a further plot of open land between the field and the M6 motorway, beyond which is the urban area of Leyland.

The character of the area is one of urban residential development having evolved rapidly over recent years from a previous situation of urban rural fringe prior to the substantial delivery of the local plan allocations.

It is noted that a permission in principle application for the erection of up to two dwellings at this site was allowed on appeal (ref. APP/D2320/W/21/3282134) in April 2022 following the Council's decision to refuse permission, and that a subsequent permission in principle application for a maximum of four dwellings (ref. 22/00765/PIP) was approved by the Planning Committee in September 2022.

DESCRIPTION OF PROPOSED DEVELOPMENT

This application seeks technical details consent for the erection of four dwellings pursuant to permission in principle 22/00765/PIP. The proposed dwellings are large detached properties of a modern design style within a traditional form and comprise two different house types. Two of the dwellings would be set either side of an internal access road facing onto Wigan Road, whilst the remaining two would be set to the rear of these dwellings facing one another with the internal access road between. There would be a turning head at the end of the access road.

REPRESENTATIONS

One letter of objection has been received raising the following issues:

- Loss of open Green Belt land.
- The development will not address housing needs in the area.
- Highway safety impact
- Ecological impacts and loss of wildlife

CONSULTATIONS

Greater Manchester Ecology Unit: The development results in a small loss of biodiversity, and therefore off-site compensation should be provided. No other significant ecological issues were identified by the ecological consultant.

Lancashire Highway Services: does not have any objections regarding the proposed application for technical details consent for the erection of four dwellings pursuant to permission in principle 22/00765/PIP and are of the opinion that the proposed development will not have a significant impact on highway safety, capacity or amenity in the immediate vicinity of the site.

United Utilities: A condition is recommended requiring details of a sustainable surface water drainage scheme and a foul water drainage scheme.

Clayton-le-Woods Parish Council: No comments have been received.

PLANNING CONSIDERATIONS

Principle of development

The acceptability of the principle of residential development for up to four dwellinghouses on the site has been established through the grant of permission in principle 22/00765/PIP.

Impact on character and appearance of locality

The application site is located on a parcel of land between 'Thorntree House' to the north and 'Congham House' (or The Woodlands) to the south and with a frontage along Wigan Road opposite Hampton Grove. As such the site is prominent from the public highway. The site is currently open grassland with a low boundary hedge adjacent to the highway and is therefore somewhat featureless at present.

The proposed development comprises four large detached dwellings comprising two house types. The proposed house types are of a contemporary design style with large areas of glazing utilising a traditional building form with dual pitched roof and gable features. No materials details are provided at this stage and therefore it is recommended that these be required by condition.

The design of existing dwellings in the locality is generally of a traditional design style utilising red brick, with some examples of render being used. Many of the dwellings are detached and in particular it is noted that Thorntree House to the north and Congham House to the south are large detached properties. There are numerous examples of large detached properties to the south of the site on Wigan Road and Moss Lane. On this basis the proposed dwelling types would be of a scale and form reflective of the prevailing character of the area.

Two of the dwellings at plots 1 and 2 would be set either side of an internal access road facing onto Wigan Road, whilst the remaining two would be set to the rear of these dwellings facing one another with the internal access road between. The two proposed dwellings fronting Wigan Road would be highly prominent although they would be set back within the site with gardens between the dwellings and the highway. There is not a defined building line along the west side of Wigan Lane, although the positioning would be broadly in line with the buildings that do exist to the north and south. The positioning facing onto Wigan Road would help to establish an active street frontage and would reflect the pattern of development along Wigan Road in this locality.

The two proposed dwellings at plots 3 and 4, to the rear of those on the frontage, would face onto the access road, which is an appropriate arrangement which would help to establish an active frontage to the new highway and would reflect the pattern of development at Hampton Grove opposite the site, which is an appropriate response. There would be a suitable dwelling to plot ratio similar to that of nearby properties.

There would be a 0.6m high wall facing the highway at Wigan Road, with a newly planted hedgerow behind. No details of the wall have been provided at this stage, however, the adjacent property to the north has a red brick wall to the frontage and therefore a continuation of this wall, or something similar, would not be out of keeping subject to final details. It is proposed to include a hedge on the inside and this is considered to be a suitable form of boundary treatment that would help to frame the development and would not be harmful to the character of the area. It is recommended that final details of the wall and all other boundary treatments are required by condition given the absence of details at this stage.

On the basis of the above, the proposed development is appropriate in the context of the site and surrounding development and would not be detrimental to the character of the locality given the design and positioning of the dwellings. The development, therefore, complies with policy BNE1 of the Chorley Local Plan 2012 - 2026.

Impact on neighbour amenity

Policy BNE1 of the Chorley Local Plan 2012 - 2026 states that new development must not cause harm to any neighbouring property by virtue of overlooking, overshadowing, or by creating an overbearing impact.

There are existing dwellings to the north and south of the site. The proposed dwellings at plots 2 and 3 would comply with all interface distances in relation to Congham House to the south, whilst the proposed dwellings at plots 1 and 4 would be to the south of Thorntrees and would comply with all interface distances in relation to this property.

The relationships between the proposed properties themselves complies with the interface guidelines, other than the rear windows to habitable rooms at first floor in plots 1 and 2 being less than 10m from the garden boundaries of plots 3 and 4. This would result in some level of overlooking and compromised privacy for the eventual occupiers of plots 3 and 4, however, it would not be so harmful that it would warrant the refusal of planning permission as the windows largely face the side garden rather than the rear and most private areas. Whilst this would be the case, the eventual occupiers would secure the properties in the full knowledge of the relationship between the dwellings.

It is not considered that there would be any detrimental impact on the amenity of the occupiers of nearby residential dwellings, whilst there would be no unacceptably detrimental impacts on the amenity of future occupiers. The development, therefore, is considered to comply with policy BNE1 of the Chorley Local Plan 2012 - 2026.

Highway safety

Wigan Road at this location is the A49 and carries a high volume of vehicle traffic. There is a footway on the opposite side of the road to the site. The road is lit by a system of street lighting and has a 40mph speed limit. Over recent years there has been significant residential development opposite the site with the installation of a new roundabout and a new convenience store to the north of the site. To the south of the site is a signalled pedestrian crossing which leads to a pedestrian and cycle underpass for the M6 motorway.

LCC Highway have assessed the proposal and initially raised a concern that the sightline splays could not be achieved with the high hedges in third party land to the south of the site. It was therefore requested that the applicant demonstrate visibility sightline splays to an appropriate standard. It was also requested that from the proposed footway the southerly extents, a 2m wide grass verge to the substation be dedicated as highway. Tactile crossing points in both sides of Wigan Road were requested.

The proposal originally included a gate across the access. There was a highway safety concern with a vehicle entering the site and with no turning head having to reverse out onto the A49. It was therefore requested that a turning head be shown or the gates removed.

The existing field gate access will require reinstating to footway and full-face kerbs etc. This with the other requested off site highway works, including the proposed access, is required to be constructed under a s278 agreement.

The applicant provided a revised site layout plan and sight line plan in response to the concerns raised. Drawing No 1416-PL05 Sight Lines shows the previously requested sight line splays can be achieved. It is recommended that these be secured by condition. Drawing No 1416-PL03E Proposed Site Layout shows the gate across the estate removed, the reinstatement of the existing gate and grass verge and kerblines. The footway across the full frontage of the site to the sub-station is considered to be acceptable.

The layout of the plots shows that they can accommodate more than three cars off the Highway, which meets the recommended car parking standards in the Chorley Local Plan, whilst the turning head is acceptable.

On this basis LCC Highways does not have any objections and are of the opinion that the proposed development will not have a significant impact on highway safety, capacity or amenity in the immediate vicinity of the site.

Ecology

The developer's ecological consultant identified no significant ecological issues, which has been considered and assessed by the Council's ecology advisors the Greater Manchester Ecology Unit (GMEU). It is considered that issues relating to nesting birds and biodiversity enhancement measures can be resolved via condition and / or informatives.

No evidence of any protected species was found, with bats and badger assessed as potentially utilising the site as foraging habitat. Whilst a precautionary survey for badger has been recommended prior to development (if permission was granted) within the ecological report, the Council's advisor is satisfied that the risk is very low and that all that is required is an informative reminding the applicant of the Protection of Badgers Act 1992.

Trees, scrub and hedge are to be removed, which provide potential bird nesting habitat. As all British birds nests and eggs (with certain limited exceptions) are protected by Section 1 of the Wildlife & Countryside Act 1981, as a precaution it is recommended that a condition be attached to any grant of planning permission preventing works to trees or shrubs between 1 March and 31 August in any year unless a detailed bird nest survey by a suitably experienced ecologist has

been carried out immediately prior to clearance and written confirmation provided that no active bird nests are present which has been agreed in writing by the Local Planning Authority.

Section 174 of the Framework states that the planning policies and decisions should contribute to and enhance the natural and local environment. The development will result in the loss of low ecological value grassland to buildings and gardens, with species impacts limited to nesting birds. A biodiversity metric has been provided, the baseline and post development values appearing reasonable. This has predicted a loss of 0.39 biodiversity units (BU) and a shortfall of 0.49 BU to achieve 10% net gain. A net gain for hedge provision has been achieved and it is recommended that the provision of bird boxes on each dwelling should be conditioned.

There is no real scope on-site to provide more mitigation as whilst more trees could be planted, they would still be regarded as part of the vegetated garden and not provide any additional biodiversity unit value. It is therefore recommended that off-site compensation is provided, which given the small number of units involved would be better achieved through a financial contribution via a section 106 for expenditure on grassland creation or enhancement. A figure of £8000 is considered to be appropriate by the Council's ecology advisor and has been agreed by the applicant. A section 106 agreement would be required to secure this application in order to mitigate the harm to biodiversity.

On this basis the proposed development is considered to comply with policy BNE9 of the Chorley Local Plan 2012 – 2026.

Flood risk and drainage

In accordance with the National Planning Policy Framework (NPPF) and the National Planning Practice Guidance (NPPG), the site should be drained on a separate system with foul water draining to the public sewer and surface water draining in the most sustainable way.

The NPPG clearly outlines the hierarchy to be investigated by the developer when considering a surface water drainage strategy. As such the developer should consider the following drainage options in the following order of priority:

1. into the ground (infiltration);
2. to a surface water body;
3. to a surface water sewer, highway drain, or another drainage system;
4. to a combined sewer.

The applicant has not provided a surface water drainage scheme or demonstrated robust evidence that the drainage hierarchy has been thoroughly investigated at this stage. It is therefore recommended that a condition be attached to any grant of planning permission requiring a surface water drainage scheme to be submitted that provides an investigation of the hierarchy of drainage options in the National Planning Practice Guidance.

Public open space (POS)

Policy HS4 of the Chorley Local Plan 2012 – 2026 requires public open space contributions for new dwellings to be provided in order to overcome the harm of developments being implemented without facilities being provided.

However, the National Planning Practice Guidance (NPPG) post-dates the adoption of the Local Plan and states that planning obligations should not be sought from developments of 10 or less dwellings and which have a maximum combined floorspace of no more than 1000 square metres.

In the determination of planning applications, the effect of the national policy is that although it would normally be inappropriate to require any affordable housing or social infrastructure contributions on sites below the thresholds stated, local circumstances may justify lower (or no) thresholds as an exception to the national policy. It would then be a matter for the decision-maker to decide how much weight to give to lower thresholds justified by local circumstances as compared with the new national policy.

Consequently, the Council must determine what lower thresholds are appropriate based on local circumstances as an exception to national policies. The Council has agreed to only seek contributions towards provision for children/young people on developments of 10 dwellings or less.

There is currently a deficit of provision in Clayton West and Cuerden in relation to provision for children/young people, and a contribution towards new provision in the Clayton West and Cuerden ward is therefore required from this development. The amount required is £134 per dwelling. The applicant has agreed to provide this contribution, which should be sought through a s106 agreement.

Community Infrastructure Levy

The Chorley CIL Infrastructure Charging Schedule provides a specific amount for development. The CIL Charging Schedule was adopted on 16 July 2013 and charging commenced on 1 September 2013. The proposed development would be a chargeable development and the charge is subject to indexation in accordance with the Council's Charging Schedule.

CONCLUSION

The acceptability of the principle of developing four dwellings at the site has already been established through the grant of permission in principle. In the assessment of this application it is considered that the proposed development would have no detrimental impact on the character of the area or neighbour amenity and would not give rise to undue harm to ecology, drainage or highway safety.

RELEVANT HISTORY OF THE SITE

Ref: 18/00398/FUL **Decision:** PERFFP **Decision Date:** 31 August 2018
Description: Siting of temporary mobile sales unit, new site access road and associated car parking.

Ref: 18/00399/ADV **Decision:** PERADV **Decision Date:** 5 July 2018
Description: Application for advertisement consent for externally illuminated 'V' stack sign and flag poles.

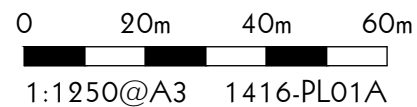
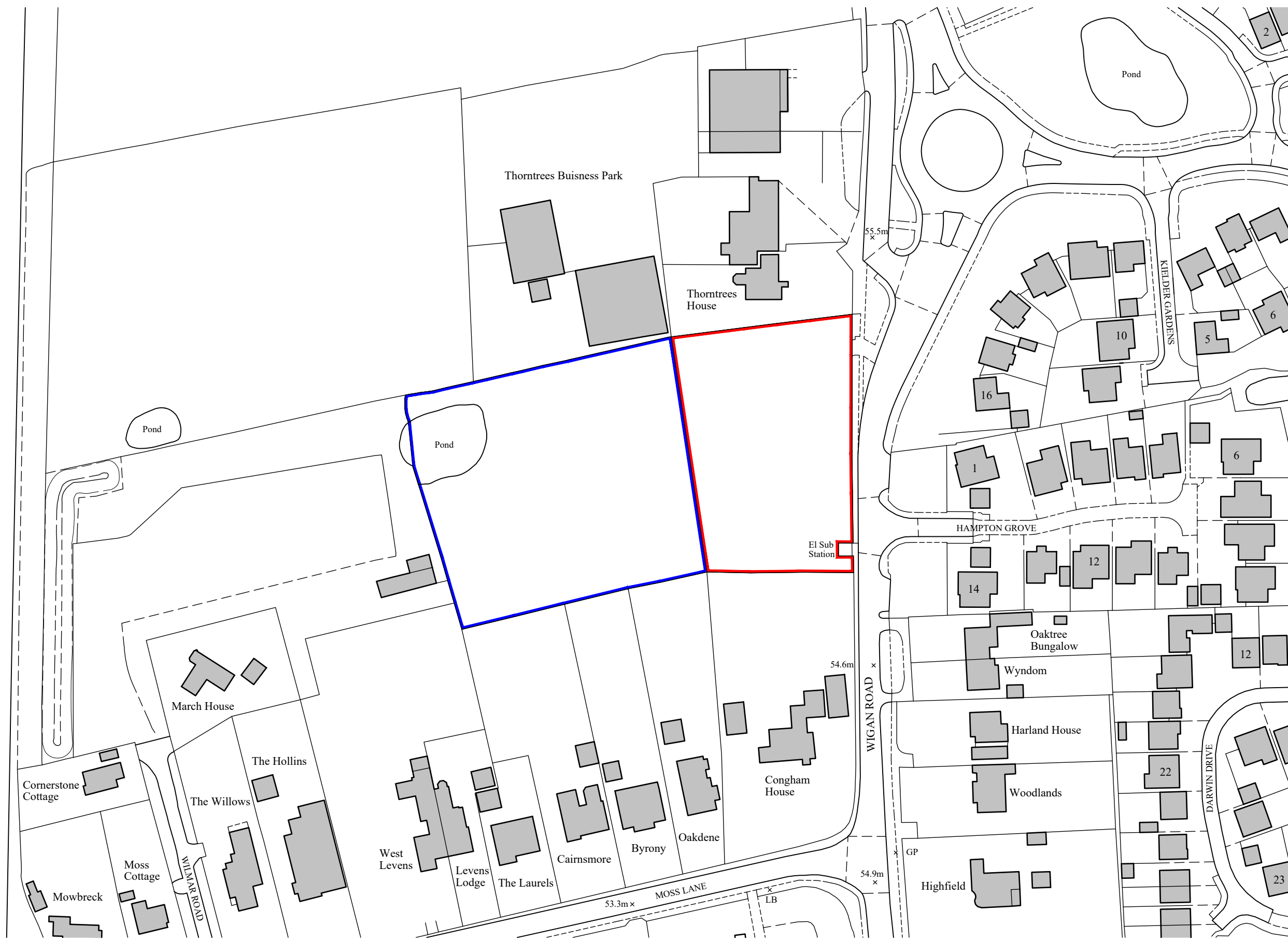
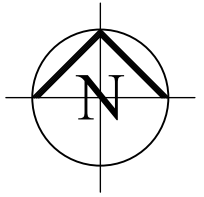
Ref: 21/00557/PIP **Decision:** REFPIP **Decision Date:** 9 July 2021
Description: Permission in principle application for the erection of up to two dwellings

Ref: 22/00765/PIP **Decision:** PERPIP **Decision Date:** 23 September 2022
Description: Permission in principle application for a minimum of one dwelling and a maximum of four dwellings

Ref: 22/01164/PIP **Decision:** REFPIP **Decision Date:** 9 December 2022
Description: Permission in principle application for a minimum of six dwellings and a maximum of nine dwellings

RELEVANT POLICIES: In accordance with s.38 (6) Planning and Compulsory Purchase Act (2004), the application is to be determined in accordance with the development plan (the Central Lancashire Core Strategy, the Adopted Chorley Local Plan 2012-2026 and adopted Supplementary Planning Guidance), unless material considerations indicate otherwise. Consideration of the proposal has had regard to guidance contained within the National Planning Policy Framework (the Framework) and the development plan. The specific policies/guidance considerations are contained within the body of the report.

Planning conditions to follow in the addendum report



Wigan Road, Clayton-le-Woods - Location Plan



31 Chapel Brow Leyland Preston PR25 3NH
Tel 01772 467404 E Mail info@pwlarchitecture.com

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APPLICATION REPORT – 22/00330/S106A

Validation Date: 22 March 2022

Ward: Chorley North And Astley

Type of Application: Section 106 Amendment

Proposal: Request under Section 106A of the Town and Country Planning Act 1990 (as amended) and the Town and Country Planning (Modification and Discharge of Planning Obligations) Regulations 1992 to modify a planning obligation (Affordable Housing) dated 04 December 2015

Location: The Strawberry Fields Digital Hub Euxton Lane Chorley PR7 1PS

Case Officer: Mr Iain Crossland

Applicant: Trafford Housing Trust

Agent: Devonshires Solicitors

Consultation expiry: 14 April 2022

Decision due by: 21 June 2022

RECOMMENDATION

It is recommended that this application is approved and the terms of the Section 106 Agreement be modified.

SITE DESCRIPTION

The application site is located to the north of Euxton Lane in Chorley and forms the easternmost part of a larger site that was granted Outline planning permission, ref. 15/00224/OUTMAJ, for a mixed use development comprising Digital Health Park, industrial/employment units, Care Home and Specialist Care Facility, local convenience store; family pub and/or medical centre; residential units and associated access, landscaping and infrastructure. Reserved matters applications have subsequently been approved for various parts of the scheme, including the erection of 122 dwellings, ref. 19/00904/REMAJ, which is the part of the site to which this application relates.

DESCRIPTION OF PROPOSED MODIFICATIONS

This application has been submitted under Section 106A of the Town and Country Planning Act 1990 (as amended) and seeks to modify the planning obligation attached to outline planning permission 15/00224/OUTMAJ insofar as it relates to the provision and delivery of affordable housing as part of the development.

It is proposed to modify the obligation in relation to the use and definition of the term 'Chargee', to remove clauses that determine the point by which certain proportions of Affordable Housing Units shall have been constructed, to more explicitly define the wording of clauses, provide better clarity and to tie in relevant exclusions within the Agreement, the amount of time a Social

Rented Unit is advertised for applicants normally resident within the Borough and the amount of time Intermediate Units are marketed to applicants normally resident within the Borough.

All of the other obligations within the original Agreement are not affected by this application.

PLANNING CONSIDERATIONS

Section 106 agreements may be renegotiated at any time by mutual consent. Several developers have already approached the Council to renegotiate Section 106 Agreements to make adjustments to planned schemes, including the type of affordable housing provided.

The Government's planning guidance is clear that local planning authorities should be flexible in their requirements, taking into account specific site circumstances and changing circumstances.

The proposed amendments to the S106 agreement are specifically as follows:

1) Amend recital 1.4 to the following:

"The Developer is the registered proprietor of a Charge dated 28 May 2014 against part of the Site registered under Title Number LAN64768."

2) Amend definition of "Chargee" at Clause 2 to the following:

"Chargee" means a mortgagee or chargee or any receiver (including an administrative receiver appointed by such mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security or any administrator (howsoever appointed) including a housing administrator (each a Receiver)) of the whole or any part of the Affordable Housing Units"

4) Amend Clause 8.7.1 to the following:

"any owner-occupier, tenant of any Dwelling constructed pursuant to the Planning Permission or any mortgagee, chargee or receiver of such persons or any persons or bodies deriving title from them or such mortgagee, chargee or receiver;

5) Delete Clauses 8.7.2 and 8.7.3.

6) Delete and replace Clause 8.7.4 as follows:

"a Chargee or persons or bodies deriving title through such Chargee provided that the provisions of Clause 6 of the Sixth Schedule are complied with"

7) Delete and replace Clause 8.7.5 as follows:

"any Protected Tenant or any mortgagee, chargee or receiver of any Protected Tenant or any persons or bodies deriving title from them or such mortgagee, chargee or receiver;"

8) Delete and replace Clause 10.1 as follows:

"No mortgagee, chargee or receiver of any of the Site or mortgagee, chargee or receiver of any owner of any part of the Site from time to time shall be liable for the provisions of this Agreement unless such mortgagee, chargee or receiver shall go into possession of the Residential Development Land or part thereof or the Reserved Matter Land or part thereof"

9) Clause 10.2 shall be deleted

10) Delete and replace Paragraph 3 of Part 2A of the Fifth Schedule as follows:

"The Affordable Housing Units shall be used solely for the purpose of providing Affordable Housing Units to be occupied as the sole residence of households in need of Affordable Housing (subject always to the relevant exclusion provisions contained within Clause 8.7 and Clause 6 of the Sixth Schedule of this Agreement)"

11) Paragraphs 5.1 and 5.2 of Part 2A of the Fifth Schedule shall be deleted.

- 12) Paragraph 1 of Part 2B of the Fifth Schedule shall be amended by the addition of the wording “(on the initial disposal only)” after the word “dispose” on the first line.
- 13) Paragraph 12 of Part 2B of the Fifth Schedule shall be amended by the addition of the wording “(subject always to the relevant exclusion provisions contained within Clause 8.7 and Clause 6 of the Sixth Schedule of this Agreement)” At the end of the clause.
- 14) Paragraph 13.2.3 of Part 2B of the Fifth Schedule shall be amended by the addition of the wording “(subject always to the relevant exclusion provisions contained within Clause 8.7 within this Agreement) and” after the word “and” on the third line.
- 15) Paragraph 13.2.4 of Part 2B of the Fifth Schedule shall be amend chargee to lowercase and adding other relevant parties so it is not using the defined term
- 16) Delete and replace Paragraph 1 of the Sixth Schedule as follows:
“Subject to the provisions of paragraph 2 of this Schedule and to the extent permitted by legislation the Affordable Housing Units and Intermediate Units shall remain and be retained as Affordable Housing (subject always to the relevant exclusion provisions contained within Clause 8.7 and Clause 6 of the Sixth Schedule of this Agreement)”
- 17) Delete and replace Paragraph 2 of the Sixth Schedule as follows:
“That each Affordable Housing Unit shall not be used other than by those in Housing Need (or by their mortgagee, chargee, receiver or successors in title), or by any Protected Tenant or their mortgagee, chargee, receiver or successors in title “(subject always to the relevant exclusion provisions contained within Clause 8.7 and Clause 6 of the Sixth Schedule of this Agreement)”
- 18) Delete and replace Paragraph 6 of the Sixth Schedule in its entirety as follows:
“The provisions of this Agreement shall not be binding on any Chargee or persons or bodies deriving title though such Chargee provided that:
- 6.1 The Chargee shall first give written notice to the Council of its intention to dispose of the Affordable Housing Units; and
- 6.2 the Chargee shall have used reasonable endeavours over a period of three months from the date of the written notice to complete a disposal of the Affordable Housing Units to another Affordable Housing Provider/Registered Provider or to the Council for a consideration not less than the amount due and outstanding under the terms of the relevant security documentation including all accrued principal monies, interest and costs and expenses; and
- 6.3 if such disposal has not completed within the three-month period, the Chargee shall be entitled to dispose of the Affordable Housing Units free from the provisions in this Agreement which provisions shall determine absolutely”
- 19) Paragraph 7 of the Sixth Schedule shall be amended by the addition of the wording “(subject always to the relevant exclusion provisions contained within Clause 8.7 and Clause 6 of the Sixth Schedule of this Agreement)” at the end of the existing clause.
- 20) Paragraph 8 of the Sixth Schedule shall be amended by the removal of the wording “Chargee” and replacing the references with “mortgagee, chargee or receiver” throughout. Reason: Paragraph 8 of schedule 6 uses the defined term of “Chargee” in relation to Shared Ownership Units which would need to be amended as it should not include the defined term.
- 21) Delete and replace Paragraph 1.12 of the Seventh Schedule as follows:
“The Council and the Affordable Housing Provider agree that the nomination provisions contained in this Agreement are personal to the Council and shall not be enforceable against any mortgagee or chargee or any receiver (including an administrative receiver) appointed by such mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security or any administrator (howsoever

appointed) including a housing administrator of the whole or any part of the Affordable Housing Units”

22) References to “the borough” in Paragraphs 3.1, 3.2 and 3.3 of the Eighth Schedule shall be deleted and replaced with “the Borough”.

23) Paragraph 5 of the Eighth Schedule shall be amended by the deletion of the wording “(3 months)” on the fourth line and replacing it with “4 weeks”.

24) Paragraph 6 of the Ninth Schedule shall be amended by the deletion of the wording “6 months” on the first line and replacing it with “4 months”.

Solicitors for the applicant say that the proposed amendments would have the effect of bringing the wording up to date with the current standard that lenders require, in order for their client to be able to achieve the maximum funding value possible from a lender when charging their properties. Without the correct and updated wording, they report that this can create problems for Registered Providers to raise the finance they need to fund future affordable housing projects.

The proposed amendments would not alter the number of Affordable Housing Units to be delivered, their type, or their tenure, and the changes would have little practical effect upon the way in which the Affordable Housing Units are delivered and managed. Most notably the amount of time a Social Rented Unit is advertised for applicants normally resident within the Borough would change from 3 months to 4 weeks and the amount of time Intermediate Units are marketed to applicants normally resident within the Borough would change from 6 months to 3 months. With regard to the time limit for advertising Social Rented Units this would only become relevant should Select Move or an alternative Choice Based Lettings system no longer be used, whilst 4 weeks would be in line with 3 cycles of Select Move in any event. With regards to the time limit for advertising Intermediate Units the proposed change is in line with the standard required by the National Housing Federation. On this basis the proposed amendments to the time periods for advertising are considered to be acceptable.

It also noteworthy that Paragraphs 5.1 and 5.2 of Part 2A of the Fifth Schedule would be deleted. These paragraphs set out a requirement not to allow market housing to be occupied until a certain percentage of the Affordable Housing Units are constructed and occupied.

The development will deliver over and above the minimum level of affordable housing required on this site as an extra 30% of the homes will be affordable (60% affordable housing in total). 30% of the dwellings are secured through the s106 agreement, whilst the additional affordable homes are to be delivered at the behest of the developer. The layout of the site is such that the build route would result in some of the s106 secured affordable housing being constructed later in the build programme. The current terms of the s106 agreement would mean that houses that have been developed in order to work through the site in response to levels and other constraints would remain empty for a period of time, whilst the remaining affordable units are completed. This would affect the viability of the scheme and would be detrimental to the provision of much needed new housing some of which is affordable. The risks of deleting these paragraphs would be limited as it is anticipated that the site will be developed out in full by mid 2024. The numbers and types of affordable housing would remain as approved.

CONSULTATION

Planning Policy have been consulted and do not object to the latest iteration of the proposed modifications following negotiations which eliminated proposed modifications which were not acceptable to Planning Policy.

“ALL OR NOTHING” DECISION

In *R (Garden and Leisure Group Ltd) v North Somerset Council* (2004) it was held that the decision for the Local Planning Authority is “all or nothing” Members may not selectively approve

the application by disallowing some proposed modifications. The only choice is between approval or refusal.

On the basis that there are limited risks to the delivery of affordable housing and no changes to the quantum and type of affordable housing that has been previously approved it is recommended that the proposed amendments are accepted.

CONCLUSION

It is recommended that the application is approved and the S106 agreement is modified.

RELEVANT HISTORY OF THE SITE

Ref: 15/00096/SCE **Decision:** PESCEZ **Decision Date:** 18 February 2015
Description: Request for Screening Opinion Pursuant to Regulation 5 of The Town and Country Planning (Environmental Impact Assessment) (England and Wales) Regulations 2011 for a mixed use development comprising Digital Health Park, light industrial/employment units (B1/B2/B8), care home and specialist care facility (C2), local convenience store (A1), family pub (A4), residential units (C3), and associated access, landscaping and infrastructure.

Ref: 15/00224/OUTMAJ **Decision:** PERFPP **Decision Date:** 4 December 2015
Description: Outline application (specifying access only) for a mixed use development comprising Digital Health Park, industrial/employment units (Use Classes B1/B2/B8); Care Home and Specialist Care Facility (Use Class C2); local convenience store (Use Class A1); family pub (Use Class A4) and/or medical centre (Use Class D1); residential units (Use Class C3) and associated access, landscaping and infrastructure.

Ref: 16/00337/REMMAJ **Decision:** PERRES **Decision Date:** 13 May 2016
Description: Reserved matters application (for the appearance, landscaping, layout and scale) for the erection of a digital office park (use class B1); data centre (use class B8) and business centre units (use classes B1/B2/B8), associated spine road and car parking (associated with outline planning permission ref: 15/00224/OUTMAJ).

Ref: 18/00046/DIS **Decision:** PEDISZ **Decision Date:** 3 January 2020
Description: Application to discharge conditions 1 (phasing plan); 3 (levels); 5 (samples of materials); 7 (ground contamination); 11 (construction method statement); 16 (surface water drainage); 17 (foul water drainage); 20 (site access and off site highway works); 21 (estate street phasing); 22 (future management and maintenance of streets); 23 (construction details of streets); 26 (risk assessment) and 30 (services provision) of outline planning permission ref:15/00224/OUTMAJ (which was for the means of access for a mixed use development comprising Digital Health Park, industrial/employment units (Use Classes B1/B2/B8) ; Care Home and Specialist Care Facility (Use Class C2); local convenience store (Use Class A1) ; family pub (Use Class A4) and/or medical centre (Use Class D1); residential units (Use Class C3) and associated access, landscaping and infrastructure) and conditions 3 (amphibian crossing tunnels), 5 (elevational treatment below FFL and 6 (noise assessment) of reserved matters consent ref. 16/00337/REMMAJ (which was for the appearance, landscaping, layout and scale) for the erection of a digital office park (use class B1); data centre (use class B8) and business centre units (use classes B1/B2/B8), associated spine road and car parking (associated with outline planning permission ref: 15/00224/OUTMAJ).

Ref: 18/00161/FUL **Decision:** PERFPP **Decision Date:** 17 April 2018
Description: Widen existing access, re-surface area using reinforced concrete

Ref: 18/00316/FUL **Decision:** PERFPP **Decision Date:** 8 June 2018
Description: Temporary construction access

Ref: 18/01115/MNMA **Decision:** PEMNMZ **Decision Date:** 19 December 2018

Description: Amendment to approved scheme (ref: 15/00224/OUTMAJ) to substitute a revised parameters plan so that: 1) use classes A1 and A4 are no longer relevant to the proposed development; 2) use class C2 is now located left of the proposed access point; 3) use class D1 has been reduced at the entrance to the site but is now also located at the far north; 4) use classes B1 / B2 and B8 are also located at the far north of the site and have retained their position south of the spine road; 5) use class C3 has been shifted slightly to the right to accommodate the previous point.

Ref: 19/00904/REMMAJ **Decision:** PERRES **Decision Date:** 15 March 2021
Description: Reserved matters application for the erection of 122 dwellings (appearance, landscaping, layout, and scale) pursuant to outline planning permission 15/00224/OUTMAJ.

Ref: 20/00750/DIS **Decision:** PEDISZ **Decision Date:** 19 August 2020
Description: Application to discharge conditions nos. 7 (ground contamination) and 11 (construction method statement) of outline planning permission ref: 15/00224/OUTMAJ (Outline application (specifying access only) for a mixed use development comprising Digital Health Park, industrial/employment units (Use Classes B1/B2/B8); Care Home and Specialist Care Facility (Use Class C2); local convenience store (Use Class A1); family pub (Use Class A4) and/or medical centre (Use Class D1); residential units (Use Class C3) and associated access, landscaping and infrastructure)

Ref: 20/00759/MNMA **Decision:** PEMNMZ **Decision Date:** 11 September 2020
Description: Application for a minor non-material amendment to planning permission ref: 15/00224/OUTMAJ (Outline application (specifying access only) for a mixed use development comprising Digital Health Park, industrial/employment units (Use Classes B1/B2/B8); Care Home and Specialist Care Facility (Use Class C2); local convenience store (Use Class A1); family pub (Use Class A4) and/or medical centre (Use Class D1); residential units (Use Class C3) and associated access, landscaping and infrastructure) to amend the wording of condition 23 to enable works to commence on-site whilst the technical approval of the highways and drainage design takes place

Ref: 20/00790/DIS **Decision:** PEDISZ **Decision Date:** 3 September 2020
Description: Application to discharge condition no. 9 (energy and sustainability statement) of outline planning permission ref: 15/00224/OUTMAJ (Outline application (specifying access only) for a mixed use development comprising Digital Health Park, industrial/employment units (Use Classes B1/B2/B8); Care Home and Specialist Care Facility (Use Class C2); local convenience store (Use Class A1); family pub (Use Class A4) and/or medical centre (Use Class D1); residential units (Use Class C3) and associated access, landscaping and infrastructure)

Ref: 20/00865/DIS **Decision:** PEDISZ **Decision Date:** 4 August 2021
Description: Application to discharge condition nos. 16 and 17 (flood risk and drainage strategy), 21 (estate street phasing plan), 22 (management and maintenance of streets) and 25 (Construction Method Statement) of outline planning permission ref: 15/00224/OUTMAJ (Outline application (specifying access only) for a mixed use development comprising Digital Health Park, industrial/employment units (Use Classes B1/B2/B8); Care Home and Specialist Care Facility (Use Class C2); local convenience store (Use Class A1); family pub (Use Class A4) and/or medical centre (Use Class D1); residential units (Use Class C3) and associated access, landscaping and infrastructure)

Ref: 21/00234/DIS **Decision:** PEDISZ **Decision Date:** 21 September 2021
Description: Application to discharge conditions nos.5 (materials), 6 (landscaping), 7 (ground contamination), 11 (construction method statement), 16 (surface water drainage) and 17 (drainage scheme) attached to planning permission ref: 15/00224/OUTMAJ (Outline application (specifying access only) for a mixed use development comprising Digital Health Park, industrial/employment units (Use Classes B1/B2/B8); Care Home and Specialist Care Facility (Use Class C2); local convenience store (Use Class A1); family pub (Use Class A4) and/or medical centre (Use Class D1); residential units (Use Class C3) and associated access, landscaping and infrastructure)

Ref: 21/00678/MNMA **Decision:** PEMNMZ **Decision Date:** 17 August 2021

Description: Minor non material amendment to reserved matters consent 19/00904/REMMAJ (Reserved matters application for the erection of 122 dwellings (appearance, landscaping, layout, and scale) pursuant to outline planning permission 15/00224/OUTMAJ) involving changes to finished floor levels, layout and elevational details

Ref: 21/01130/MNMA **Decision:** PEMNMZ **Decision Date:** 30 September 2021

Description: Minor non material amendment to reserved matters consent 19/00904/REMMAJ (Reserved matters application for the erection of 122 dwellings (appearance, landscaping, layout, and scale) pursuant to outline planning permission 15/00224/OUTMAJ) involving changes to the position of the retaining wall and rear garden boundaries of Plots 100 to 111

Ref: 22/00326/DIS **Decision:** PEDISZ **Decision Date:** 8 July 2022

Description: Application to discharge conditions 23 (engineering, drainage, street lighting and constructional details of the streets proposed for adoption) and 26 (vibro-impact risk assessment and method statement) attached to outline planning permission ref:15/00224/OUTMAJ (Outline application (specifying access only) for a mixed use development comprising Digital Health Park, industrial/employment units (Use Classes B1/B2/B8); Care Home and Specialist Care Facility (Use Class C2); local convenience store (Use Class A1); family pub (Use Class A4) and/or medical centre (Use Class D1); residential units (Use Class C3) and associated access, landscaping and infrastructure.)

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Ref: 22/01144/DIS **Decision:** PEDISZ **Decision Date:** 30 January 2023

Description: Application to discharge condition no.26 (vibro-impact works risk assessment and method statement) attached to planning permission ref: 15/00224/OUTMAJ (Outline application (specifying access only) for a mixed use development comprising Digital Health Park, industrial/employment units (Use Classes B1/B2/B8); Care Home and Specialist Care Facility (Use Class C2); local convenience store (Use Class A1); family pub (Use Class A4) and/or medical centre (Use Class D1); residential units (Use Class C3) and associated access, landscaping and infrastructure.)

Ref: 23/00158/MNMA **Decision:** PEMNMZ **Decision Date:** 27 March 2023

Description: Minor non-material amendment to reserved matters consent ref. 19/00904/REMMAJ (Reserved matters application for the erection of 122 dwellings (appearance, landscaping, layout, and scale) pursuant to outline planning permission 15/00224/OUTMAJ) to amend layout of plots 56 and 57 and change the naming of houses on plots 119 and 120

RELEVANT POLICIES: In accordance with s.38 (6) Planning and Compulsory Purchase Act (2004), the application is to be determined in accordance with the development plan (the Central Lancashire Core Strategy, the Adopted Chorley Local Plan 2012-2026 and adopted Supplementary Planning Guidance), unless material considerations indicate otherwise. Consideration of the proposal has had regard to guidance contained within the National Planning Policy Framework (the Framework) and the development plan. The specific policies/guidance considerations are contained within the body of the report.

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DATED 4 December 2015

CHORLEY BOROUGH COUNCIL

and

EUXTON LANE DEVELOPMENTS LIMITED

and

STAPLEFIELDS LIMITED

A PLANNING OBLIGATION BY AGREEMENT

relating to land

**200m north of Derian House,
Euxton Lane, Chorley**

Legal Services
Chorley Borough Council
Town Hall
Market Street
Chorley
Lancashire
PR7 1DP

THIS AGREEMENT is made the 4 day of December

2015

BETWEEN

- (1) **CHORLEY BOROUGH COUNCIL** of Town Hall, Market Street, Chorley, Lancashire, PR7 1DP ("the Council")
- (2) **EUXTON LANE DEVELOPMENTS LIMITED** (Company Registration No.09043413) having its registered office at Seddon Building Plodder Lane, Edge Fold, Bolton, Greater Manchester, BL4 0NN ("the Developer")
- (4) **STAPLEFIELDS LIMITED** (Company Registration No.10184330) having its registered office at care of The Barrons, Church Road, Tarleton, Preston, PR4 6UP ("the Owner")

1. Recitals

- 1.1 The Council is the local planning authority for the purposes of the Act for the area within which the Site is located and is the authority by which the planning obligations herein contained are enforceable.
- 1.2 The Owner is the freehold owner of the Site which is registered at the Land Registry under title number LAN64768.
- 1.3 The Developer has applied to the Council pursuant to the Act for permission to develop the Site under the Application and enters this Agreement to consent to its future interest being bound by the obligations contained herein.
- 1.4 The Developer is the Chargee of that part of the Site registered under Title Number LAN64768 by a Charge dated 28 May 2014.
- 1.5 The covenants, restrictions and requirements imposed upon the Owner under this Agreement create planning obligations pursuant to Section 106 of the Act and the Owners and/or the Developer are the persons against whom such obligations are enforceable in respect of the Residential Development Land .
- 1.6 The Owner and Developer have agreed to enter into this Agreement so as to create a planning obligation in favour of the Council pursuant to Section 106 of the Act and to be bound and to observe and perform the covenants hereinafter contained.
- 1.7 The planning obligations pursuant to Section 106 of the Act have arisen as a result of the Residential Development Land

The Council has concluded that further provision of Affordable Housing is required in the Borough and that the requirement for such housing in this Agreement contributes to that provision.

- 1.8 The Council has resolved that subject to completion of this Agreement the Planning Permission should be granted in respect of the Application.

2. Definitions and Interpretation

2.1

<p>“the Act”</p>	<p>means the Town & Country Planning Act 1990 (as amended) or any statute amending or modifying repealing or re-enacting the same for the time being in force.</p>
<p>“Affordable Housing”</p>	<p>as defined in NPPF this includes the Social Rented Units and Intermediate Units for Occupation by households whose needs are not met by the open market and who meet the Approved Person criteria as per Eighth and Ninth Schedules and includes a provision for Dwelling to remain at an affordable price for future eligible households or if these restrictions are lifted for subsidy to be recycled for alternative affordable housing provision as provided for in this Agreement.</p>
<p>“Affordable Housing Provider (AHP)”</p>	<p>means a registered provider, registered social landlord or a housing association or similar organisation registered in accordance with section 80 of the Housing and Regeneration Act 2008 or if such bodies cease to exist or are superseded the equivalent body whose main objectives included the provision of Affordable Housing and to whom the Affordable Housing Units may be transferred as approved by the Council in writing (such approval not to be unreasonably withheld or delayed.)</p>
<p>“Affordable Housing Units”</p>	<p>means 30% percent of the Dwellings, 70% Social Rented Units and 30% Intermediate Units to be erected on the Site in accordance with Fourth, Fifth and Sixth Schedules pursuant to the Planning Permission or as may otherwise by agreed in writing with the Council and the term “Affordable Housing Unit” shall be construed accordingly.</p>
<p>“Allotments Contribution”</p>	<p>means the sum of £1,875.00 (One thousand eight hundred and seventy five pounds) towards the fencing of new allotments at the following site allocated in the Chorley Local Plan 2012-2016: HW5.2 Land at Sylvester’s Farm, Euxton</p>
<p>“Amenity Green Space Contribution”</p>	<p>means the sum of £87,500.00 (Eighty Seven Thousand Five Hundred Pounds) for the 10 year maintenance fee for the Open Space on-site provision to be payable if the Open Space is subsequently transferred to the Council</p>
<p>“the Application”</p>	<p>means the application for outline planning permission numbered 15/00224/OUTMAJ dated 11 March 2015 for the development of the site comprising the outline application (specifying access only) for a mixed use development comprising digital health park, industrial/employment units (use classes b1/b2/b8); care home and</p>

	specialist care facility (use class c2); local convenience store (use class a1); family pub (use class a4) and/or medical centre (use class d1); residential units (use class c3) and associated access, landscaping and infrastructure.
“Approved Person”	means a person who meets the criteria as appropriate set out in Eighth or Ninth Schedule (as appropriate)
“the Borough”	means the Borough of Chorley
“Chargee”	means any mortgagee or charge of the Site (or part thereof) (including for the avoidance of doubt the mortgagee or charge of any purchasers of Shared Ownership Units) and/or of the Affordable Housing Provider or the successors in title to such mortgagee or charge or any receiver or manager (including an administrative receiver) appointed pursuant to the Law of Property Act 1925.
“Commence”	means the carrying out of a material operation as defined by section 56 (4) of the Act (excluding for the purposes of this Agreement and for no other purpose any Preparatory Operation) in accordance with the Planning Permission and the expressions “Commencement” shall have a corresponding meaning.
“Commencement Date”	means the date of the Commencement of the Residential Development Land
“Contribution(s)”	means the Allotments Contribution, and Playing Pitches Contribution
“Development”	means the development proposed in the Application and described at the Second Schedule.
“the Disposal”	each and every means by which the right of occupation of an Affordable Housing Unit is given or transferred to another person body or company and shall include the subsequent disposals and “Dispose” shall be construed accordingly and for the sake of clarity the term “Disposal” and “Dispose” shall include the exercise of the right to Staircase under a shared ownership lease.
“Dwelling”	means a residential dwelling (including a house, apartment, bungalow or maisonette) to be constructed on the Residential Development Land in accordance with the Planning Permission but such term does not include C2 uses under the Town and Country Planning (Use Classes) Order 1987 (as amended) and “Dwellings” shall be construed accordingly and includes both Market Units and an Affordable Housing Units.
“Eligibility Criteria”	means the criteria set out in the Eighth and Ninth Schedules (as

	appropriate)
“Homes and Communities Agency”	means the Homes and Communities Agency or any body corporate charged under the Housing Act 1996 and the Housing and Regeneration Act 2008 with the functions of regulating provision of Affordable Housing or if such body ceases to exist or is superseded the equivalent or successor body.
“Housing Authority”	means Chorley Borough Council
“Housing Need”	Means living in unsuitable housing conditions and/or being unable to afford suitable housing at open market prices
“Interest”	means interest at the rate of 3 per cent above the base lending rate of the Bank of England from time to time unless where otherwise expressly stated herein.
“Interest Bearing Account”	means a separately identifiable account within the financial accounting system of the Affordable provider/Council (as appropriate) to which will be added interest equivalent to that which the Council or the County Council obtains on its interest
“Intermediate Units”	means Affordable Housing Units held as Shared Ownership Units (or such other units and tenures as shall be otherwise approved by the Council) which otherwise meet the criteria of this definition and the term “Intermediate Unit” shall be construed accordingly.
“Market Units”	means Dwellings (other than Affordable Housing Units) to be sold on the open market and the expression “Market Unit” shall be construed accordingly.
“Market Value Notice”	means the notice to the Council giving the Open Market Value of the proposed Affordable Units
“Management Company”	means a charitable or non-profit making body constituted for the purpose of maintaining spaces open for public access and/or recreation.
“Net Sales Proceeds”	means the amount received by the Seller after all costs and expenses are deducted from the gross proceeds arising from the disposal of the relevant Affordable Housing Unit.
“Nomination Agreement”	means an agreement between the Council and an Affordable Housing Provider which allows the Council to nominate the prospective tenants and assignees for the Social Rented Units.
“NPPF”	means the National Planning Policy Framework issued by the Department for Communities and Local Government on 27 March

	2012
“Occupation”	means to occupy or permit or suffer to be occupied for the purposes permitted by the Planning Permission but does not include occupation by personnel engaged in construction , fitting out or decoration or occupation for marketing or display or occupation in relation to security operations and “Occupy” and “Occupied” shall be construed accordingly.
“the Owner”	Includes the Owner and their successors in title, heirs and assigns
“Open Market Value”	has the meaning ascribed to it in the Appraisal and Valuation Manual published by the Royal Institution of Chartered Surveyors.
“Open Space”	means the open space to be provided on site as part of the Development to be a minimum of 0.22 hectares as shall be approved by the Council as part of the approval of a Qualifying Application
“Open Space Completion Notice”	means a notice to be served by the Owner on the Council confirming that the Open Space has been Substantially Completed
“Open Space Final Certificate”	means the written confirmation of the Council that the Open Space set out in the Open Space Completion Notice is in accordance with the approved Open Space Management Scheme
“Open Space Management Scheme”	<p>means a written scheme setting out the proposals for the provision of the Open Space and the ongoing maintenance and management thereof and such scheme shall include (save where such matters are dealt with adequately by a condition or conditions within the Planning Permission):</p> <ul style="list-style-type: none"> (a) the specification for the Open Space; and (b) the date or other means of determining the commencement of the laying out of the Open Space; and (c) the period required to complete the laying out of the Open Space; and (d) the projected schedule of maintenance outlining the details of the future maintenance of the Open Space after completion; and (e) the identity of the Management Company
“Open Space Study”	means the “Central Lancashire Open Space Study” published in May 2012
“Plan”	means the Plan annexed hereto in the First Schedule

<p>“Planning Permission”</p>	<p>means the outline planning permission (as may be amended or varied from time to time) granted in accordance with the Application in the form of and subject to the conditions set out in the draft in the Third Schedule or any reserved matters approval granted pursuant to any Qualifying Application.</p>
<p>“Playing Pitches Contribution”</p>	<p>means the sum of £199,875.00 (One hundred and ninety nine thousand eight hundred and seventy five pounds) towards the pitch drainage and car parking at the following site identified in the Playing Pitch Strategy and Action Plan 2014-2019: 109 – West Way Playing Pitches</p>
<p>“Preparatory Operation”</p>	<p>means a material operation as specified in Section 56(4) of the Act provided that the term “material operation” in Section 56(4) shall not for the purposes of this Agreement include operations in connection with site clearance, demolition, ground stabilisation, archaeological investigation, investigation for the purpose of assessing contamination, removal of contamination, diversion and laying of Services, earthworks and the erection of means of enclosure for the purposes of site security and/or display of notices or advertisements, exploratory boreholes and any dug works, matters and operations to enable any of the foregoing to take place.</p>
<p>“Protected Tenant”</p>	<p>Any tenant who either:</p> <ul style="list-style-type: none"> a) has exercised the right to acquire the dwelling of which he is a tenant pursuant to section 16 of the Housing Act 1996 or any statutory provision for the time being in force (or any equivalent contractual right) in respect of a particular rented Affordable Housing Unit; or b) has exercised any statutory right to buy the dwelling of which he is a tenant pursuant to Part V of the Housing Act 1985 or any statutory provision for the time being in force (or any equivalent contractual right) in respect of a particular rented Affordable Housing Unit; or c) is a tenant of an Intermediate Unit (or similar arrangement where a share is owned by the tenant and a share is owned by the Affordable Housing Provider in respect of a particular Intermediate Unit and (where appropriate) the tenant has subsequently purchased from the Affordable Housing Provider the remaining shares up to 100% of the Affordable Housing Unit.
<p>“Qualifying Application”</p>	<p>means any application for reserved matters approval in relation to the Planning Permission and/or any subsequent applications for planning</p>

	permission made under section 73 of the Act and/or in accordance with article 18 of the Town and Country Planning (Development Management Procedure) (England) Order 2010 in respect of the Development
“Recycling”	means recycling by the Affordable Housing Provider by procuring of further Affordable Housing within the Borough of a type of a location and tenure to be agreed between the Housing Authority and the Affordable Housing Provider (both to act reasonably)
“Recycling Percentage”	means 40% of the Staircasing Net Sale Proceeds on any Staircasing of any of the Shared Ownership Units
“Registered Provider”	means any registered provider of social housing as defined under the Housing and Regeneration Act 2008 with the Regulator of Social Housing and has not been removed from the Register
“Residential Development Land”	means that part of the Development which relates to the residential units (use class c3) and associated access, landscaping and infrastructure which are to be erected on the Site and located in the area shown shaded beige on the Plan together with the land shown shaded beige and hatched blue on the Plan.
“RPIX”	means the Retail Prices Index excluding Mortgage Interest Payments (RPIX) published by the Office for National Statistics each month.
“Services”	means all the media and apparatus for the supply and removal of water, sewerage, gas and electricity.
“Shared Ownership Units”	means an Intermediate Unit where the lessee enters into a lease and purchases a percentage of the equity up to 100% of the equity (subject to the initial equity share of a shared ownership lease being restricted to between 25% and 75% equity share), the lessee pays a rent to the Affordable Housing Provider in respect of the remaining equity share in the property, the documentation for which will follow the Homes and Communities Agency model lease with the rent payable calculated at no more than 2.75% of the value of the unsold equity in the Dwelling. The lessee has the option to Staircase so as to increase their equity share in the Affordable Housing Unit up to 100% and acquire the freehold or long leasehold interest (as appropriate.)
“Site”	means the land against which this Agreement may be enforced shown for illustrative purposes only edged red on the Plan.
“Social Rent”	means a rent which is charged by the Affordable Housing Provider based upon guideline target rents determined through the national rent regime based on the guidance and formulae set by the Homes

	and Communities Agency on social rents.
“Social Rented Units”	means the housing owned by local authorities or an Affordable Housing Provider for which guideline target rents are determined through the national rent regime and the term “Social Rented Unit” shall be construed accordingly.
“Staircase”	means the acquisition of an additional share or shares of the equity of the Affordable Housing Unit by an owner occupier up to 100% after which the rent payable on the part retained by the Affordable Housing provider shall be reduced proportionately and the term “Staircasing” and “Staircased” shall be construed accordingly.
“Staircasing Net Sale Proceeds”	means the net consideration (if any) received by an Affordable Housing Provider on Staircasing based on the value at that time in respect of the shared ownership leases (if any) after the deduction of all reasonable costs and expenses of an Affordable Housing Provider on Staircasing including without limitation its administrative costs, valuation costs, loan costs and legal costs and fees and any taxation liability arising.
“Substantially Completed”	means completed save in very minor respects so that the relevant works can be used for purpose and operate in the manner in which they were designed and “Substantial Completion” shall be construed accordingly
“Transfer”	means the freehold transfer of the Open Space at a price of 1 pound (£1) to be in substantially the same format as set out at the Twelfth Schedule
“Working Day”	means any day on which the clearing banks in the City of London are (or would be but for strike, lockout, or other stoppage affecting such banks generally) open during banking hours Monday to Friday (inclusive) excluding national holidays and the period 24 December -1 January inclusive and excluding Saturdays, Sundays and bank holidays.

2.2 Save where used in clause 8 the expressions “the Council”, “the Owner and “the Developer” shall where the context admits includes their successors in title (and in the case of the Council the successors to its statutory functions) and those deriving title under each of them. References to the Housing Authority shall include the successors to its function as local housing authority for the administrative area in which the Site is located.

2.3 Words importing one gender shall be construed as including any gender.

2.4 Words importing the singular shall be construed as importing the plural and vice versa.

2.5 The clause and the paragraph headings in the body of this Agreement and in the Schedules do not form part of this Agreement and shall not be taken into account in its construction or interpretation.

2.6 In the absence of any contrary provision any reference to a statute includes any statutory modification or re-enactment of it and any and every order instrument regulation permission direction or plan made or issued under the statute or deriving validity from it.

3. Legal Effect

3.1 This Agreement is made pursuant to Section 106 of the Act and the obligations contained in this Agreement are planning obligations for the purposes of that section insofar as they fall within the terms of sub-section 106(1).

3.2 Insofar as any of the covenants contained in this Agreement are not planning obligations within the meaning of the Act they are entered into pursuant to the powers contained in Section 111 of the Local Government Act 1972, Section 1 of the Localism Act 2011 and all other enabling powers with the intention that the obligations contained herein are planning obligations for the purposes of the provisions in respect of the Residential Development Land which may be enforced by the Council against the Owners and the Developer.

3.3 The parties agree that the requirements of Regulation 122 of the Community Infrastructure Levy Regulations 2010 relating to planning obligations are satisfied.

3.4 Planning Permission is for the Site and the Planning Permission permits use under B1 B2 B8 C2 A1 A4 D1 and C3 of the Town and Country Planning (Use Classes) Order 1987 (as amended)

3.5 The obligations herein solely relate to that part of the Development which comprises the C3 residential development and shall therefore only relate to that part of the Site which is the Residential Development Land.

4. Commencement

4.1 This Agreement is conditional upon the grant of the Planning Permission and shall not take effect until the Commencement of the Residential Development Land authorised by the Planning Permission save for the provisions of clause 8.7 and 10 (Chargee Liability), 8.10 (Land Charges registration) and 8.1 (third party rights), 11 (Legal Costs), 8.4 (Notices), 13 (Notices of Change in Ownership) and paragraph 1 of Part 1 of the Fifth Schedule (notice of intended commencement of the Residential Development Land) which shall come into effect immediately upon completion of this Agreement.

5. The Covenants of the Owner

5.1 The Owner hereby covenants in respect of itself and so as to bind its interests in the Residential Development Land with the Council to perform the obligations on its part specified in the Fourth, Fifth and Sixth Schedules.

6. The Covenants of the Developer

- 6.1 Subject to the Developer completing its acquisition of the Residential Development Land the Developer covenants in respect of itself and so as to bind its interests in the Residential Development Land with the Council to perform the obligations on its part specified in the Fourth, Fifth and Sixth Schedules .

7. The Covenants of the Council

- 7.1 The Council hereby covenants with the Owner and/or Developer to perform the obligations on its part specified in the Eleventh Schedules.

8. Agreements and Declarations

It is hereby agreed and declared as follows:

- 8.1 Save as provided in respect of the successors in title to the Site or any successor to the relevant statutory functions of the Council this Agreement shall not be enforceable by any third party pursuant to the Contracts (Rights of Third Parties) Act 1999.
- 8.2 The Owner and/or Developer shall notify the Council in advance of the Commencement of the Residential Development Land.
- 8.3 This Agreement is governed by and interpreted in accordance with the Law of England and the parties submit to the non exclusive jurisdiction of the Courts of England.
- 8.4 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 first class or recorded delivery post to the party to be served at its address herein specified or such other address as may from time to time be notified for this purpose by notice served under this Agreement and any such notice or other written communication to be given by the Council and/or the County Council shall be deemed valid and effectual if on its face value it is signed on behalf of the Council and/or the County Council by an officer or duly authorised signatory thereof.
- 8.5 Where any certificate, consent, permission, nomination or other approval is to be given by any party or any person on behalf of any party hereto under this Agreement the decision of the same shall not be unreasonably withheld or delayed and if refused written reasons for the refusal shall be provided.
- 8.6 No person shall be liable for breach of a covenant contained in this Agreement after it shall have parted with all interest in the Residential Development Land or that part of the Residential Development Land in respect of which such breach occurred but without prejudice to liability for any subsisting breach of covenant prior to parting with such interest.
- 8.7 This Agreement shall not be enforceable against:
- 8.7.1 owner-occupiers or tenants or mortgagees of those owner-occupiers or tenants of any Dwelling constructed pursuant to the Planning Permission or against those deriving title there from;

- 8.7.2 any owner, occupier, tenant or mortgagee of an Affordable Unit or the successors in title of such person or mortgagee or any person deriving title therefrom save as otherwise provided in the First Schedule in which the covenants therein are enforceable against such persons as the case may be;
- 8.7.3 Subject always to clause 10 any mortgagee of an Affordable Unit or any receiver appointed by such a mortgagee;
- 8.7.4 Subject always to clause 10 any mortgagee of an AHP or any receiver appointed by such a mortgagee or the successors in title of such person or any person deriving title therefrom;
- 8.7.5 any tenant or occupier of an Affordable Unit exercising a right to buy, right to acquire or similar statutory right to purchase or the successors in title of such person;
- 8.7.6 any statutory undertaker or other person who acquires any part of the Site or an interest in it for the purposes of the supply of electricity, gas, water, drainage, telecommunication services or public transport services;
- 8.7.7 the relevant highway authority to whom any part of the Site is disposed of for the purposes of adoption of any roads and/or footpaths and or/cycle ways to be constructed on the Site or
- 8.7.8 any management company to whom any part of the Site is disposed of and upon which a Dwelling will not be constructed.
- 8.7.9 any owner of any part of the Site other than the Residential Development Land

PROVIDED ALWAYS THAT nothing in this Agreement restricts or is intended to restrict the exercise at any time by the Council of any of their statutory functions or discretions in relation to any part of the Site or otherwise.

- 8.8 If the Planning Permission shall expire before the Commencement Date or shall at any time be quashed, revoked, otherwise withdrawn or it is, without the consent of the Owner, modified by any statutory procedure the provisions of this Agreement shall forthwith determine and cease to have effect (insofar only as they have not already been complied with) and any Local Land Charge registered pursuant to clause 8.10 shall be cancelled as soon as reasonably practicable.
- 8.9 Nothing in this Agreement shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Agreement.
- 8.10 This Agreement shall upon completion be registered by the Council as a local land charge.
- 8.11 If any sum due under this Agreement shall remain unpaid after the same has become due (without prejudice to any other right of the parties to this Agreement) Interest shall be paid thereon by the defaulting party to the other party from the date the sum becomes due to the date of actual receipt of the payment by the receiving party at the rate of 3% above the base lending rate of the Bank of England from time to time.

- 8.12 Obligations entered into by any party which comprises of more than one person shall be deemed to be joint and several.

9. Disputes

- 9.1 Unless and to the extent not specified otherwise in this Agreement any dispute (save for any disputes as to matters of law) shall be referred at any appropriate time by any party hereto to a person having appropriate professional qualifications and experience in such matters ("**the Expert**") appointed jointly by the parties or in default by the President for the time being of the Royal Institution of Chartered Surveyors or the President of such other professional body as shall be relevant for the nature of the dispute in question (as appropriate) (or on his behalf) on the application of either party.
- 9.2 The Expert shall have at least 10 years post qualification experience in the area of the dispute in question.
- 9.3 The Expert shall act as an expert and not as an arbitrator and the decision of the Expert shall be final and binding upon the parties and the following provisions shall apply to the Expert.
- 9.4 The charges and expenses of the Expert shall be borne between the parties in such proportions as the Expert may direct.
- 9.5 The Expert shall give each of the parties an opportunity to make representations to him before making his decision which he shall make available to the other parties on request.
- 9.6 The Expert shall be entitled to obtain opinions from others if he so wishes.
- 9.7 The Expert shall make his decision on valuation matters within the range of any representations made by the parties.
- 9.8 The Expert shall comply with any time limits or other directions agreed by the parties on or before his appointment.
- 9.9 If the Expert is unable or unwilling to accept his appointment or to carry out his functions then either party may apply for a replacement to be appointed in his place and this procedure may be repeated as often as necessary.
- 9.10 The decision of the Expert must be given in writing setting out the reasons behind such decision.
- 9.11 If the parties fail to agree as to the nature of the difference or question then a decision as to the nature of such difference or question shall be referred to a solicitor of at least ten (10) years post qualification experience in the same manner and the same terms as set out in clauses 8.1 to 8.10 inclusive who shall determine which type of professional should be appointed in relation to such matter.

10 Mortgagee in Possession

- 10.1 No Chargee of any of the Site or part thereof or any charge mortgagee of any owner of any part of the Site of the Site from time to time shall be liable for the provisions of this Agreement unless such

Chargee or mortgagee shall go into possession of the Residential Development Land or part thereof.

- 10.2 The obligations contained in this Agreement shall not be binding or enforceable against any mortgagee of a Local Housing Authority or AHP or any receiver appointed by such a Mortgagee, or any person deriving title through such a mortgagee or receiver provided always that a successor in title of such a person will be bound by the Affordable Housing obligations contained in this Agreement.

11. Legal Fees

- 11.1 The Owner and/or Developer agrees to pay to the Council on the date hereof the sum of £1000.00 pounds as a contribution towards the reasonable costs incurred by the Council in the negotiation preparation and execution of this Agreement.

12. Developer's Consent

The Developer acknowledges and declares that this Agreement has been entered into by the Owner with their consent and that the Residential Development Land shall be bound by the obligations contained in this Agreement and that so far as the Developer has an interest in the Residential Development Land such interest shall take effect subject to this Agreement PROVIDED that the Developer shall otherwise have no liability under this Agreement unless they become an Owner in which case they will be bound by the obligations as an Owner.

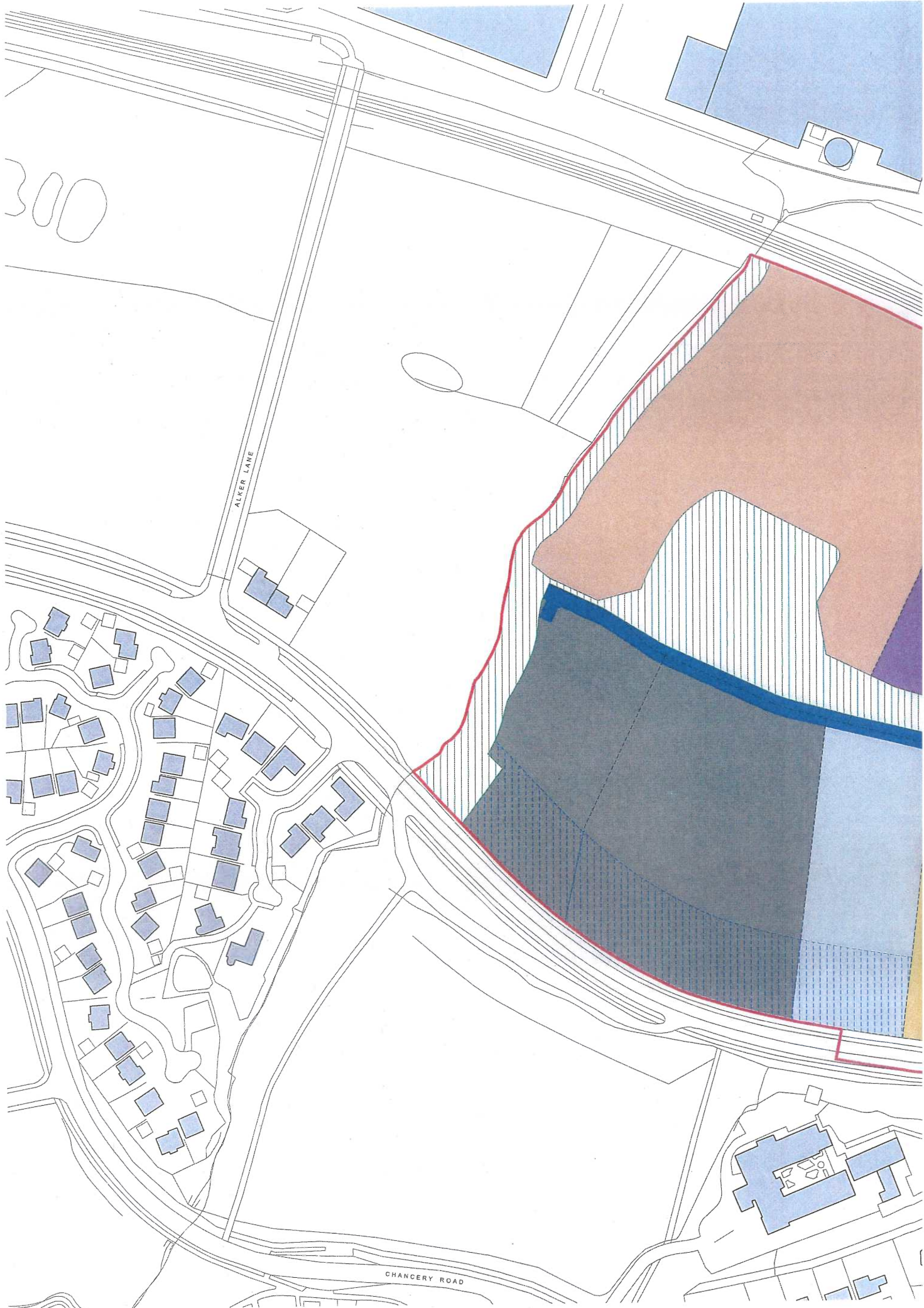
13. Notice of Change in Ownership

The Owner agrees with the Council until all obligations under this Agreement have been discharged to give the Council notice of any change in ownership of any of its legal interests in the Site within 15 Working Days of the occurrence of such change or creation and such notice shall give details of the transferee's full name and registered office (if a company) or usual address together with the area of the Site or relevant unit of occupation by reference to a plan.

THE FIRST SCHEDULE

THE SITE

The registered freehold land 200M North of Derian House, Euxton Lane, Chorley registered under Title Number LAN64768 and for the purposes of identification only shown edged red on the attached Plan.



THE SECOND SCHEDULE**DESCRIPTION OF THE DEVELOPMENT**

Outline Application (Specifying Access Only) for a Mixed Use Development Comprising Digital Health Park, Industrial/Employment Units (Use Classes B1/B2/B8); Care Home and Specialist Care Facility (Use Class C2); Local Convenience Store (Use Class A1); Family Pub (Use Class A4) and/or Medical Centre (Use Class D1); Residential Units (Use Class C3) and Associated Access, Landscaping and Infrastructure.

Application No: 15/00224/OUTMAJ

THE THIRD SCHEDULE

DRAFT PLANNING PERMISSION



OUTLINE PLANNING PERMISSION

Town and Country Planning Act 1990

Applicant:

Euxton Lane Developments
C/o Agent

Agent:

P4 Planning Limited
111 Piccadilly Manchester M1 2HY

Application Number
15/00224/OUTMAJ

Date Received
11 March 2015

The Development:

Outline application (specifying access only) for a mixed use development comprising Digital Health Park, industrial/employment units (Use Classes B1/B2/B8); Care Home and Specialist Care Facility (Use Class C2); local convenience store (Use Class A1); family pub (Use Class A4) and/or medical centre (Use Class D1); residential units (Use Class C3) and associated access, landscaping and infrastructure.

Location:

Land 200M North Of Derian House Euxton Lane Chorley

Chorley Borough Council (the Local Planning Authority) gives notice of its decision to grant **Outline Planning Permission** for the development, subject to the following conditions –

1. Prior to the commencement of development, or with the submission of any reserved matters, a plan indicating the phasing of the proposed development shall be submitted to and approved in writing by the Local Planning Authority.
 - (a) Before development is commenced on any one phase of the development details of all 'Reserved Matters' pertaining to that phase, (that is any matters in respect of which details have not been given in the application and which concern the appearance, layout, scale and landscaping of the building(s) to which this permission and the application relates) shall be submitted to and approved in writing by the Local Planning Authority.
 - (b) An application for approval of all 'Reserved Matters' must be made not later than the expiration of five years beginning with the date of this permission.
 - (c) The development to which this permission relates must be begun not later than two years from the final approval of the Reserved Matters or, in the case of approval on different dates, the final approval of the last such matter to be approved.

Reason: (a) This condition is required to be imposed by the provisions of Article 3 (1) of the Town and Country Planning (General Development Procedure) Order 1995: (b) & (c) These conditions are required to be imposed by Section 92 of the Town and Country Planning Act 1990 as amended by Section 51 of the Planning and Compulsory Purchase Act 2004.

2. The residential part of the development (as defined on the parameters plan listed below) shall be limited to no more than 125 dwellings and all any reserved matters applications on the site shall be in accordance with the

parameters for the scale and building heights set on the Parameters Plan and other plans submitted with the application:

Title	Drawing Reference	Received date
Location Plan	MP_00_1001	18 th June 2015
Parameters Plan	MP_00_0201	11 th March 2015
Potential Site Access and Cycleway Arrangement	TPMA1216_013	10 th July 2015
Illustrative Masterplan Including HCA Land	_MP_02_0203	11 th March 2015

Reason: To define the permission and in the interests of proper development.

3. Any applications for approval of reserved matters shall be accompanied by full details of existing and proposed ground levels and proposed building finished floor levels, the details shall include any changes in ground levels, earthworks and excavations including those to be carried out near to the railway boundary (all relative to ground levels adjoining the site). The development shall only be carried out in conformity with the approved details.

Reason: To protect the appearance of the locality and in the interests of the amenities of local residents.

4. Any reserved matters application submitted that includes details of the spine road through the site shall include details to demonstrate how the development will provide vehicular and pedestrian connections up to boundary with the adjacent land to the west (the land shown bounding with the site to the west as shown on the 'Illustrative Masterplan Including HCA Land' drawing no. _MP_02_0203).

Reason: To ensure a comprehensive development of the area and satisfactory links to improve the accessibility of the site.

5. Samples of all external facing and roofing materials (notwithstanding any details shown on previously submitted plan(s) and specification) shall be submitted to and approved in writing by the Local Planning Authority either with any reserved matters applications or prior to the construction of each the buildings on the site. All works shall be undertaken strictly in accordance with the details as approved.

Reason: To ensure that the materials used are visually appropriate to the locality.

6. Either with each reserved matters application or prior to the laying of any hard landscaping on any phase of the site, full details of the colour, form and texture of all hard landscaping (ground surfacing materials) (notwithstanding any such detail shown on previously submitted plans and specification) shall have been submitted to and approved in writing by the Local Planning Authority. All works shall be undertaken strictly in accordance with the details as approved, and shall be completed in all respects before occupation of that phase of the development and thereafter retained.

Reason: To ensure a satisfactory form of development in the interest of the visual amenity of the area.

7. Prior to any development commencing on the site:

a) a methodology for investigation and assessment of ground contamination has been submitted to and agreed in writing with the Local Planning Authority. The investigation and assessment shall be carried in accordance with current best practice including British Standard 10175:2011 'Investigation of potentially contaminated sites - Code of Practice'. The objectives of the investigation shall be, but not limited to, identifying the type(s), nature and extent of contamination present to the site, risks to receptors and potential for migration within and beyond the site boundary;

b) all testing specified in the approved scheme (submitted under a) and the results of the investigation and risk assessment, together with remediation proposals to render the site capable of development have been submitted to the Local Planning Authority;

c) the Local Planning Authority has given written approval to any remediation proposals (submitted under b), which shall include an implementation timetable and monitoring proposals. Upon completion of remediation works a validation report containing any validation sampling results shall be submitted to the Local Authority. Thereafter, the development shall only be carried out in full accordance with the approved remediation proposals.

Should, during the course of the development, any contaminated material other than that referred to in the investigation and risk assessment report and identified for treatment in the remediation proposals be

discovered, then the development should cease until such time as further remediation proposals have been submitted to and approved in writing by the Local Planning Authority

Reason: To protect the environment and prevent harm to human health by ensuring the site is suitable for the proposed end-use.

8. All new dwellings are required to achieve a minimum Dwelling Emission Rate of 19% above 2013 Building Regulations.

Reason: Policy 27 of the Adopted Central Lancashire Core Strategy requires new dwellings to be built to Code for Sustainable Homes Level 4 however following the Deregulation Bill 2015 receiving Royal Assent it is no longer possible to set conditions with requirements above a Code Level 4 equivalent. However as Policy 27 is an adopted Policy it is still possible to secure energy efficiency reduction as part of new residential schemes in the interests of minimising the environmental impact of the development.

9. *Either* with any reserved matters application that includes the construction of dwellings or prior to the commencement of the development approved by each reserved matters application that includes the construction of dwellings, details shall be submitted to and approved in writing by the Local Planning Authority demonstrating that each dwelling will meet the required Dwelling Emission Rate. The dwellings shall be completed in accordance with the approved details.

Reason: Policy 27 of the Adopted Central Lancashire Core Strategy requires new dwellings to be built to Code for Sustainable Homes Level 4 however following the Deregulation Bill 2015 receiving Royal Assent it is no longer possible to set conditions with requirements above a Code Level 4 equivalent. However as Policy 27 is an adopted Policy it is still possible to secure energy efficiency reductions as part of new residential schemes in the interests of minimising the environmental impact of the development. This needs to be provided prior to the commencement so it can be assured that the design meets the required dwelling emission rate.

10. No dwelling hereby approved shall be occupied until a SAP assessment (Standard Assessment Procedure), or other alternative proof of compliance (which has been previously agreed in writing by the Local Planning Authority) such as an Energy Performance Certificate, has been submitted to and approved in writing by the Local Planning Authority demonstrating that the dwelling has achieved the required Dwelling Emission Rate.

Reason: Policy 27 of the Adopted Central Lancashire Core Strategy requires new dwellings to be built to Code for Sustainable Homes Level 4 however following the Deregulation Bill 2015 receiving Royal Assent it is no longer possible to set conditions with requirements above a Code Level 4 equivalent. However as Policy 27 is an adopted Policy it is still possible to secure energy efficiency reductions as part of new residential schemes in the interests of minimising the environmental impact of the development.

11. *Either* with each reserved matters application or prior to the commencement of each phase a Construction Method Statement shall have been submitted to, and approved in writing by, the local planning authority. The approved Statement shall be adhered to throughout the construction period. The Statement shall provide for:

- the parking of vehicles of site operatives and visitors
- hours of operation (including deliveries) during construction
- loading and unloading of plant and materials
- storage of plant and materials used in constructing the development
- siting of cabins
- the erection and maintenance of security hoarding including decorative displays and facilities for public viewing, where appropriate
- wheel washing facilities
- measures to control the emission of dust and dirt during construction
- a scheme for recycling/disposing of waste resulting from demolition and construction works

Reason: In the interests of highway safety and to protect the amenities of the nearby residents.

12. Prior to any site clearance or soil stripping all trees and hedges to be retained shall be protected by 1.2m high fencing as specified in paragraph 8.2.2 of the British Standard BS5837:2005 at a distance from the tree trunk equivalent to the outermost limit of the branch spread, or at a distance from the tree trunk equal to half the height of the tree (whichever is further from the tree trunk), or as may be first agreed in writing with the Local Planning Authority. No construction materials, spoil, rubbish, vehicles or equipment shall be stored or tipped within areas to be fenced. All excavations within the areas so fenced shall be carried out by hand.

Reason: To safeguard the trees to be retained on the site.

13. *Either with any reserved matters application for residential dwellings (Use Class C3) or prior to the commencement of any phase of residential development on the site, full details of the alignment, height and appearance of all fences and walls and gates to be erected on the site, including to the site boundaries (except the boundary treatment to the railway line), along with a timetable for their erection shall have been submitted to and approved in writing by the Local Planning Authority. No dwelling shall be occupied until all fences and walls shown in the approved details to bound its plot have been erected in conformity with the approved details. Non-curtilage boundary treatments shall be completed in accordance with both the approved details and the approved timetable.*

Reason: To ensure a visually satisfactory form of development and to provide reasonable standards of privacy to residents.

14. Residential baseline surveys shall be undertaken within 3 months of first occupancy of any dwelling, and employee baseline surveys shall be completed once any of the non-residential units first become occupied. A residents' travel shall have been carried out within 3 months of 75% occupation of the dwellings hereby permitted and employees travel survey shall have been carried out within 3 months of 75% occupation of the buildings hereby permitted and a Full Travel Plan shall have been submitted for written approval of the Local Planning Authority within 3 months of the residential or commercial travel surveys, whichever is the earlier. As a minimum, the Full Travel Plan shall include:

- i) The contact details of the Travel Plan Co-ordinator (s) for both the residential and commercial elements of the site including whether they will be part or full-time and how long they will be in post;
- ii) The results of the residents' travel survey;
- iii) Details of cycling, pedestrian and public transport links to and through the site;
- iv) Details of the provision for cycle parking for any properties where suitable space is not available within the curtilage;
- v) The Objectives of the plan;
- vi) SMART (Site specific, Measurable, Achievable, Realistic and Time-related) Targets for non-car modes of travel using baseline data from the residents' survey;
- vii) A detailed action plan for the introduction of the proposed measures, including marketing and promotion;
- viii) Details of the arrangements for monitoring and review of the Travel Plan for a period of at least five years;
- ix) A review of both national and local policies relating to travel plans and sustainable travel.

The Travel Plan shall be implemented as approved.

15. Any reserved matters applications shall be accompanied by a noise impact assessment demonstrating how the layout has been designed to minimise noise to the lowest practicable levels and shall include any necessary noise mitigation measures. The development shall only be carried out in accordance with the approved mitigation measures.

Reason: To ensure the site is laid out and designed to ensure the lowest practicable levels noise from the railway line to the north of the site and between the proposed uses.

16. No development shall commence until details of the design, implementation (including phasing), maintenance and management of a surface water drainage scheme have been submitted to and approved in writing by the local planning authority. Those details shall include:

- a) Information about the design storm period and intensity (1 in 30 & 1 in 100 year +30% allowance for climate change), discharge rates and volumes (both pre and post development), temporary storage facilities, means of access for maintenance, the methods employed to delay and control surface water discharged from the site, and the measures taken to prevent flooding and pollution of the receiving groundwater and/or surface waters, including watercourses;
- b) Any works required off-site to ensure adequate discharge of surface water without causing flooding or pollution (which should include refurbishment of existing culverts and headwalls or removal of unused culverts where relevant);
- c) Flood water exceedance routes, both on and off site;
- d) A timetable for implementation including any phasing;
- e) Site investigation and test results to confirm infiltrations rates;
- f) A management and maintenance plan for the lifetime of the development which shall include the arrangements for adoption by an appropriate public body or statutory undertaker, management and

maintenance by a Management Company or any other arrangements to secure the operation of the surface water drainage scheme throughout its lifetime.

The surface water drainage scheme shall only be carried out in accordance with the approved details.

Reason: To ensure that the proposed development can be adequately drained and to ensure that there is no flood risk on or off the site resulting from the proposed development. This is required to be a pre-commencement condition to ensure a satisfactory surface water drainage scheme is proposed for the site before any development commences.

17. No development approved by this permission shall commence until a scheme for the disposal of foul waters for the entire site has been submitted to and approved in writing by the Local Planning Authority including a timetable for implementation including any phasing. The development shall be completed, maintained and managed in accordance with the approved details.

Reason: To ensure a satisfactory form of development and to prevent an undue increase in surface water run-off and to reduce the risk of flooding. This is required to be a pre-commencement condition to ensure a satisfactory foul water drainage scheme is proposed for the site before any development commences.

18. Any reserved matters application(s) for dwellings (Use Class C3) shall be accompanied by full details of the type, design and location of the affordable housing units to be provided on the site for written approval by the Local Planning Authority. The development shall only be carried out in accordance with the details approved in writing by the Local Planning Authority.

Reason: To ensure sufficient affordable housing is provided on site.

19. The car parking spaces for each dwelling/building on the site shall be surfaced or paved, drained and marked out all in accordance with the approved plan before it is first occupied. The car park and vehicle manoeuvring areas shall not thereafter be used for any purpose other than the parking of and manoeuvring of vehicles.

Reason: To ensure adequate on site provision of car parking and manoeuvring areas.

20. No part of the development hereby approved shall commence until a scheme for the construction of all site access and the off-site highway works of highway improvement referred to below have been submitted to and approved in writing by the Local Planning Authority in consultation with the Highway Authority. Prior to the first occupation of any part of the development, construction of the site access and all the highway works shall have been completed as shown on drawing ref: TPMA1216_011 Rev J (or any variation as requested in writing by the Local Planning Authority in consultation with the Local Highways Authority), to include:

- Yellow box marking on Badgers Walk/Euxton Lane junction;
- A 3m wide off-road shared cycleway/footway across the site frontage from the junction of Strawberry Fields (through the new site junction) to tie into the existing off-carriageway cycleway to the west;
- Toucan crossings at site access;
- New junction into the site with Euxton Lane to include the installation of MOVA signal technology to optimise signal timing to improve network reliability.

Reason: In order to satisfy the Local Planning Authority and the Highway Authority that the final details of the highway scheme/works are acceptable before work commences on site and in order to improve the accessibility of the site and ensure that residents of the development have satisfactory access to services and facilities.

21. Either with any reserved matters application or prior to the commencement of the development an Estate Street Phasing and Completion Plan shall be submitted to and approved in writing by the Local Planning Authority. The Estate Street Phasing and Completion Plan shall set out the development phases and the standards to each estate streets serving each phase of the development will be completed.

Reason: To ensure that the estate streets serving the development are completed and thereafter maintained to an acceptable standard in the interest of residential / highway safety, to ensure a satisfactory appearance to the highways infrastructure serving the development and to safeguard the visual amenities of the locality and users of the highway.

22. No development shall be commenced until details of the proposed arrangements for future management and maintenance of the proposed streets within the development have been submitted to and approved by the local planning authority. The streets shall thereafter be maintained in accordance with the approved

management and maintenance details until such time as an agreement has been entered into under section 38 of the Highways Act 1980 or a private management and maintenance company has been established.

Reason: To ensure that the estate streets serving the development are maintained to an acceptable standard in the interest of residential/highway safety.

23. Prior to the commencement of any phase of the development full engineering, drainage, street lighting and constructional details of the streets proposed for adoption shall be submitted to and approved in writing by the Local Planning Authority. The development shall, thereafter, be constructed in accordance with the approved details.

Reason: In the interest of highway safety; to ensure a satisfactory appearance to the highways infrastructure serving the approved development; and to safeguard the visual amenities of the locality and users of the highway.

24. Prior to occupation of any of the dwelling (Use Class C3) details of a trespass proof fence to be erected adjacent to the boundary with the railway shall be submitted to and approved in writing by the Local Planning Authority. It required by the mitigation measures in the submitted noise impact assessment this shall be an acoustic fence. The approved fence shall be erected in accordance with the approved details prior to the occupation of any of the dwellings.

Reason: To protect the adjacent railway from unauthorised access and if necessary to protect the amenity of the residential properties from the noise of the railway line.

25. Any scaffolding which is to be erected /constructed within 10metres of the boundary to the railway line must be erected in such a manner that at no time will any poles over-sail the railway line. A method statement giving details of measures to be taken to prevent construction materials from the development reaching the railway (including protective fencing) shall be submitted to and approved in writing by the Local Planning Authority before the development commences. The measures (including protective fencing) to prevent any construction materials from the development reaching the railway line hereby approved shall be implemented in accordance with the approved details before development commences.

Reason: This information is required to be submitted prior to commencement to allow it to be implemented before development commences and in the interests of railway safety

26. Prior to any vibro-impact works on site, a risk assessment and method statement shall be submitted to and approved in writing by the Local Planning Authority. The development shall then be carried out in accordance with the approved details.

Reason: To prevent any piling works and vibration from de-stabilising or impacting the railway.

27. Any vegetation clearance required by the scheme should be carried out outside of the optimum period for bird nesting (March to July inclusive), unless an appropriate walkover survey is undertaken that concludes that no breeding birds, active nests, eggs or fledglings are present in the area to be cleared has been undertaken.

Reason: All wild birds are protected under the Wildlife and Countryside Act 1981 (as amended) while they are breeding.

28. The 'Reasonable Avoidance Measures' as set out in Appendix 4 (Section 11) of the 'ERAP' ecology report ref: 2004_159 March 2015 to be taken to avoid any possible harm to amphibians (which would also aid other wildlife) shall be implemented in full.

Reason: To ensure the protection of amphibians during the construction period.

29. Any landscaping scheme submitted as reserved matters stage shall detail how it has taken account of the Habitat Enhancement set out in Appendix 4 (Section 11) of the 'ERAP' ecology report ref: 2004_159 March 2015.

Reason: To ensure the scheme promotes habitat enhancement.

30. Prior to the construction of the Spine Road (the road through the site extending from the junction with Euxton Lane as shown illustratively on parameters plan ref: _MP_00_0201) full details of the services to be provided to all the uses/phases on the site other than the residential dwellings (the areas shaded grey, light grey, yellow and purple on parameters plan ref: _MP_00_0201) shall be submitted to and approved in writing by the Local Planning Authority. The information provided shall include details of any electricity, gas, water and

telecoms services, their capacity and their connection points to the areas shaded grey, light grey, yellow and purple on parameters plan ref: _MP_00_0201. The servicing shall then be carried out concurrently with the construction with the spine road as per the approved details.

Reason: To ensure that the non-residential parts of the site area appropriately serviced.

31. Not more than 35% of the dwellings permitted shall be occupied until the spine road (the road through the site extending from the junction with Euxton Lane as shown illustratively on parameters plan ref: _MP_00_0201) to serve the development has been constructed to an adoptable standard (or other standard submitted to an agreed in writing with the Local Planning Authority) to enable the areas shaded yellow, light grey and purple on the parameters plan ref: _MP_00_0201 to be accessed from Euxton Lane, and not more than 70% of the dwellings permitted shall be occupied until the spine road to enable the development on the area shaded dark grey on the parameters plan ref: _MP_00_0201 to be accessed from Euxton Lane has been constructed to an adoptable standard (or other standard submitted to an agreed in writing with the Local Planning Authority) up to the boundary with the adjacent land to the west (the land shown bounding with the site to the west as shown on the 'Illustrative Masterplan Including HCA Land' drawing no. _MP_02_0203) and to enable the area shaded dark grey on the parameters plan ref: _MP_00_0201 to be accessed from Euxton Lane.

Reason: To ensure that the non-residential parts of the site area are provided with appropriate access to Euxton Lane and to ensure the land to the west can be accessed through the site.

32. Any buildings hereby permitted (other than the residential dwellings) over 500m² shall be constructed to achieve a minimum Building Research Establishment (BREEAM) standard of 'very good'. Within 6 months of occupation of each building or phase a 'Post Construction Stage' assessment and a Final Certificate shall be submitted to the Local Planning Authority certifying that a BREEAM standard of 'very good' has been achieved for that building or phase.

Reason: In the interests of minimising the environmental impact of the development.

Please note: The development may require land drainage consent from Lancashire County Council as the Lead Local Flood Authority.

Please note: Traffic Regulation Orders, diversions of public rights of way, stopping up of existing highways, changes to public transport scheduling/routing and other activities require separate statutory consultation processes beyond the planning application process. The applicant will be obliged to meet all of the costs associated with these works and ensure that any works which rely upon them do not commence until all legal processes have been satisfactorily completed.

Please note: The grant of planning permission will require the applicant to enter into an appropriate Legal Agreement with the County Council as Highway Authority. The Highway Authority hereby reserves the right to provide the highway works within the highway associated with the proposal. Provision of highway works included design, procurement of the work by contract and supervision of the works. The applicant should be advised to contact the Environment Director at County Hall, Preston in the first instance, to ascertain the details of such an agreement and the information to be provided.

Please note: The Local Planning Authority worked positively and proactively with the applicant to identify various solutions during the application process to ensure that the proposal comprised sustainable development and would improve the economic, social and environmental conditions of the area and would accord with the development plan. These were incorporated into the scheme and/or have been secured by planning condition. The Local Planning Authority has therefore implemented the requirement in Paragraphs 186-187 of the NPPF.

Please note: Your attention is drawn to the existence of a separate legal agreement under Section 106 of the Town and Country Planning Act 1990 which relates to the use or development of the land to which this permission relates.

Please note: Any lighting schemes designed for the scheme should be sympathetic to wildlife; direct intrusive lighting of retained hedgerows, trees and ponds should be avoided.

Please note: The applicant is advised that all planning permission granted on or after the 1st September 2013 may be subject to the Community Infrastructure Levy (CIL). Full details of CIL are available on the Council's website.

Please note: The proposed development lies within a coal mining area which may contain unrecorded coal mining related hazards. If any coal mining feature is encountered during development, this should be reported immediately to The Coal Authority on 0845 762 6848. Further information is also available on The Coal Authority website at www.coal.decc.gov.uk. Property specific summary information on past, current and future coal mining activity can be obtained from The Coal Authority's Property Search Service on 0845 762 6848 or at www.groundstability.com

This decision has been made having regard to the policies of the Development Plan which comprises the Regional Strategy and the Central Lancashire Core Strategy and all other relevant planning policy and guidance including National Policy (the Framework), emerging planning policies of the Central Lancashire LDF, the saved policies of the Adopted Chorley Borough Council Local Plan Review (2003), the Sustainable Resources Development Plan Document (2008), supplementary planning guidance and supplementary planning documents and Corporate document of the Council.

Signed:

Date:

Please read the notes attached to this notice with great care. They will help you to understand this decision, your rights and other things you may have to do.

THE FOURTH SCHEDULE**OWNER'S AND DEVELOPER'S COVENANTS**

The Owner and/or Developer covenants with the Council as follows:

1. Payment of the Allotment Contribution and the Amenity Greenspace Contribution

- 1.1 The Owner will pay the Council within 30 days of the Commencement Date the Allotment Contribution and until such payment has been made shall not occupy or cause or allow to be occupied the Dwelling.
- 1.2 The sum shall be subject to annual review from the date of this Agreement in accordance with the RPIX up to the date of payment after annual review.
- 1.3 The Owner will pay the Council the Amenity Greenspace Contribution upon the completion of the Transfer (if any) of the Open Space to the Council

2. Open Space

- 2.1 Not to first Occupy or permit first Occupation of any Dwellings which abut an area of Open Space without having submitted to and obtained the Council's written approval to the Open Space Management Scheme for that Open Space
- 2.2 To lay out the Open Space in accordance with the approved Open Space Management Scheme
- 2.3 To ensure there is public access to the Open Space in perpetuity free of charge
- 2.4 To serve the Open Space Completion Notice upon the Council upon the Substantial Completion of each area of Open Space
- 2.5 To carry out any reasonable additional works to the Open Space to enable the Council to issue the Open Space Final Certificate as may reasonably be required by the Council pursuant to Schedule 11 paragraph 2.2 below and such additional works shall be completed to the Council's reasonable satisfaction
- 2.6 Following the issue of the Open Space Final Certificate the Owner shall serve 14 Working Days' prior notice on the Council that upon the expiry of that notice will either:
 - 2.6.1 Transfer the Open Space to a Management Company in which case the provisions of paragraph 3 below shall take effect
 - 2.6.2 Transfer the Open Space to the Council

3. Transfer to Management Company

- 3.1 Upon the transfer to a Management Company to require the Management Company to covenant to reasonably and properly maintain the relevant Open Space in accordance with the terms of the approved Open Space Management Scheme
- 3.2 In the event the Management Company (which for the purposes of this paragraph 3.2 and paragraph 3.3 below shall be deemed to include the Owner in the event the Management Company either does not exist or the transfer of Open Space to it has not completed) fails to comply with the objectives of the covenant referred to in paragraph 3.1 above the Council may serve notice on the Management Company detailing any works which it considers to be reasonably required in accordance with the Open Space Management Scheme and giving to the Management Company the required prior notice ("**the Default Notice**") as will be set out in the relevant projected maintenance schedule in the Open Space Management Scheme which shall be at least four (4) weeks and subject always to the provisions of paragraph 2.3 below if the Management Company fails to comply by the expiry of the Default Notice then the Council may access the Open Space with workmen, plant and machinery to carry out the works required to remedy the default and to recover its reasonable costs of carrying out such works from the Management Company
- 3.3 In the event that the Management Company does not agree that it has failed to reasonably and properly maintain the Open Space as stated in the Default Notice or that the works specified in the Default Notice are outside the scope of the projected maintenance schedule in the Open Space Management Scheme the Management Company and the Council shall use reasonable endeavours to agree the extent of the outstanding works required to be remedied (if any) within a further two (2) weeks of the expiry of the Default Notice failing which the Management Company and the Council shall refer the matter to an Expert in accordance with clause 9 of this Agreement and for the avoidance of doubt the Council shall not access the Open Space to remedy the alleged default in accordance with paragraph 3.2 above until the Expert has determined that the Management Company is in default of its obligations in accordance with the Open Space Management Scheme but such restriction shall be without prejudice to the Council exercising any of its statutory powers

4. Playing Pitches Contribution

- 4.1 Prior to the Occupation of the first Dwelling the Owner will pay to the Council 30% of the Playing Pitches Contribution
- 4.2 Prior to Occupation of 40% of the Dwellings the Owner will pay to the Council the next 35% of the Playing Pitches Contribution
- 4.3 Prior to Occupation of 80% of the Dwellings the Owner will pay to the Council the final 35% of the Playing Pitches Contribution

THE FIFTH SCHEDULE

AFFORDABLE HOUSING

The Owner and/or Developer hereby covenants with the Council as follows:

Part 1

1. To notify the Council in writing of the Commencement Date such notice to include details of which units within the Residential Development Land are to be Affordable Housing Units and such notice shall be served on the Council fourteen (14) days prior to the Commencement Date.
2. Prior to the Commencement Date the Owner shall submit to the Council for approval (such approval not to be unreasonably withheld or delayed) a scheme for the provision of the 30% Affordable Housing to be comprised of 70% Social Rented Units and 30% Intermediate Units as set out in the Tenth Schedule and shall include by reference to a plan or plans of their location plot boundaries and layout. Once such scheme is approved the Owner shall layout the Affordable Housing in full compliance of the approved scheme and the Affordable Housing will be built in accordance with the provisions of part 2 of this schedule
3. Where the calculated provision of Affordable Housing Units does not equate to whole units the actual provision will be rounded up or down to the nearest whole number
4. The Owner and/or Developer covenants with the Council not to Commence any part of the Residential Development Land unless a notice pursuant to paragraph 1 above has been served on the Council.

Part 2**A Construction of the Affordable Housing Units**

1. To provide on the Site 30% of the Dwellings, Affordable Housing Units a mixture of Social Rented and Intermediate Units as more particularly set out as agreed below with the Council.
2. Prior to the Construction of the Affordable Housing Units, the Owner and/or Developer agrees to provide and agree in writing with the Council a programme and timetable for the provision of Affordable Housing Units (such agreement not to be unreasonably withheld or delayed by the Council.)
3. The Affordable Housing Units shall be used solely for the purpose of providing Affordable Housing Units to be occupied as the sole residence of households in need of Affordable Housing within the Borough.

4. The Owner and/or Developer shall serve notice on the Council within fifteen [15] working days after the completion of the Affordable Housing Units.
- 5.1 The Owner and/or Developer shall not occupy or allow more than 40% of the Dwellings to be Occupied until 50% of the Affordable Housing Units have been constructed in accordance with the Planning Permission.
- 5.2 The Owner and/or Developer shall not occupy or allow more than 80% of the Dwellings to be Occupied until 100% of the Affordable Housing Units have been constructed in accordance with the Planning Permission.
- 5.3 For the avoidance of doubt construction of the Affordable Housing Units shall not be achieved unless all the services are connected and operating insofar as they relate to the Affordable Housing Units and the Affordable Housing Units are accessible by both vehicles and pedestrians and until they have either:
 - 5.3.1 been transferred pursuant to paragraph 1 of Part 2B for Occupation by a person or persons who meet the Eligibility Criteria in accordance with Part 2B below: or
 - 5.3.2 been released from the Affordable Housing Provisions of this Agreement pursuant to paragraphs 8 or 9 of Part 2B; or
 - 5.3.3 an alternative scheme for providing Affordable Housing for Occupation by persons in Housing Need has been agreed pursuant to paragraph 8 of Part 2B.

B Transfer of the Affordable Housing Units

1. The Owner and/or Developer shall use reasonable endeavours to enter into a contract to dispose of a freehold or long leasehold interest in all the Affordable Housing Units to one Affordable Housing Provider unless otherwise agreed in writing with the Council. For the avoidance of doubt, such interest shall comprise the freehold interest by transfer or a term of years certain for at least 125 years by a long lease.
2. The Owner and/or Developer shall not Commence the Development of the Residential Development Land until the Owner and/or Developer shall have provided to the Council for approval (such approval not to be unreasonably withheld or delayed) a timetable and programme for the provision of the Affordable Housing Units and the proposed location, house types and Market Value Notice.
3. The Council will advise within 28 days of receipt of the valuations whether it approves the valuations, such approval not to be reasonably withheld or delayed, failing which the valuations provided in accordance with this paragraph shall be deemed to be approved by the Council.

4. The Owner and/or Developer shall serve notice on the Council within 14 working days after the completion of the construction of the Affordable Housing Units.
5. The agreement to dispose of any of the Affordable Housing Units to the Affordable Housing Provider must impose (inter alia) the following or equivalent terms:
 - 5.1 a covenant by the Affordable Housing Provider not to use the relevant Affordable Housing other than for residential purposes for those in Housing Need; and
 - 5.2 that the transfer for a long lease as appropriate of the relevant Affordable Housing Units to the Affordable Housing Provider be free from any ground rent (other than a peppercorn) or encumbrances save for any existing encumbrances and such rights reservations and covenants as are necessary to enable the Owner and/or Developer to develop the Site in accordance with the Planning Permission and shall grant to the relevant Affordable Housing Provider such rights and covenants as are necessary to enable it to complete (and provide) the Affordable Housing Units; and
 - 5.3 the Owner and/or Developer shall not require the relevant Affordable Housing Provider to meet any of the Owner and/or Developer legal or other conveyancing costs.
6. The Owner and/ or Developer shall provide confirmation to the Council that an agreement of the transfer of the Affordable Housing Units to an Affordable Housing Provider has been entered into within ten [10] Working Days of it being entered into.
7. The Owner and/or Developer shall use reasonable endeavours to agree with the Council the identity of the Affordable Housing Provider to which the Affordable Housing Units are to be transferred (and the Council) shall respond to any request for such agreement within twenty one [21] Working Days.
8. In the event the Owner and/or Developer has neither:
 - 8.1 been able to identify an Affordable Housing Provider which is acceptable to the Council in accordance with this Schedule and which is ready willing and able to exchange unconditional contracts on commercially acceptable terms to the Owner and/or Developer for the purchase of all of the Affordable Housing Units; or
 - 8.2 has identified an acceptable Affordable Housing Provider which is ready willing and able to exchange unconditional contracts for the purchase of the all of the Affordable Housing Units but such Affordable Housing Provider withdraw(s) from the transaction or otherwise indicates that it is unlikely that it is able or willing to purchase all of the Affordable Housing Units (including where contracts have been exchanged but not completed due to the default of the Affordable Housing Provider)

in either case within six (6) months of the date of the Commencement then the provisions of the following paragraph shall apply.

9. Where the preceding paragraph applies, the Owner and/or Developer may at any time following the 6-month period referred to notify the Council that they have not exchanged contracts with an Affordable Housing Provider for the disposal of all of the Affordable Housing Units and the Council shall then use reasonable endeavours to identify a suitable Affordable Housing Provider which is ready able and willing to exchange contracts for the purchase of all of the Affordable Housing Units (or such as remain unsold) and the provisions of the following paragraph shall apply.

10. In the event that either:

10.1 the Council have not been able to identify an Affordable Housing Provider which is ready willing and able to exchange unconditional contracts for the purchase of all of the Affordable Housing Units from the Owner and/or Developer; or

10.2 the Council has identified an Affordable Housing Provider which is ready and willing and able to exchange unconditional contracts for the purchase of all of the Affordable Housing Units from the Owner and/or Developer but such Affordable Housing Provider withdraw(s) from the transaction or otherwise indicates that it is unlikely that it is able or willing to purchase all of the Affordable Housing Units (including where contracts have been exchanged but not completed due to the default of the Affordable Housing Provider)

in either case within one (1) month of the date upon which the Owner and/or Developer notify the Council under paragraph 9 then the provisions of the following paragraph shall apply.

11. Subject to the Owner and/or Developer providing written evidence to the Council of Affordable Housing Provider engagement and reasons why the transfer to the Affordable Housing Provider have not moved forward, then the Council and the Developer and/or Owner (both acting reasonably) shall seek to agree an appropriate alternative scheme for providing Affordable Housing for Occupation by persons in Housing Need or as appropriate payment of a commuted sum for the provision of alternative Affordable Housing within the administrative area of the Council.

12. From the date of transfer of the Affordable Housing Units by the Owner and/or Developer to an Affordable Housing Provider the provisions of the Fifth and Sixth Schedules shall apply thereto and shall bind the Affordable Housing Units only.

13. The Affordable Housing Units shall be subject to the following:

13.1 In respect of the Social Rented Units:

13.1.1 that the Social Rented Units be available for Social Rent from an Affordable Housing Provider; and

- 13.1.2 that when the Social Rented Units are ready for Occupation or the date of their disposal to an Affordable Housing Provider (whichever is the later) they will be let to persons in Housing Need who meet the Eligibility Criteria; and
- 13.1.3 The Owner and/or Developer agrees with the Council upon disposal of any Social Rented Units to the Affordable Housing Provider to use reasonable endeavours to procure the execution by the Affordable Housing Provider and delivery to the Council of a Nomination Agreement substantially in the terms set out in the Seventh Schedule to this Agreement in respect of the Social Rented Units.
- 13.1.4 There will be no changes to the Nomination Agreement without written authorisation from the Council. In the event that the Affordable Housing Provider reasonably requires variations to be made to the Nomination Agreement the Council will not unreasonably withhold or delay its decision regarding consent and/or approval of such variations.
- 13.2 In respect of the Intermediate Units provided as Shared Ownership Units
- 13.2.1 that the Shared Ownership Units be available from an Affordable Housing Provider; and that the Shared Ownership Units are sold on long leasehold interest whereby the lessee initially purchases a percentage of the equity share and pays to the Affordable Housing Provider a rent in respect of the remaining equity, also having the option to buy further equity shares in the property up to a 100% of the equity; and
- 13.2.2 that the Shared Ownership Units are sold by the Affordable Housing Provider to eligible persons who meet the criteria in the Ninth Schedule;
- 13.2.3 that the Shared Ownership Units shall remain as Affordable Housing in perpetuity (save after final Staircasing of the occupier's interest in a shared ownership lease to 100% of the relevant Shared Ownership Unit and also save when released from the Affordable Housing provisions of this Agreement by virtue of paragraphs 11 or 12 of Part 2B of this Schedule by controlling their future use and occupation so as to require that they are managed by an Affordable Housing Provider in accordance with its objectives and/or Articles of Association.
- 13.2.4 In the event the Chargee of any Shared Ownership Units (or any receiver appointed thereby) intends to exercise any power of sale or leasing of any of the whole or any part of the Shared Ownership Units they shall first comply with the obligations upon Chargees contained in the Fifth Schedule of this Deed.
- 13.3 Upon Disposal of the Shared Ownership Units to an Affordable Housing Provider the Affordable Housing Provider shall at all times thereafter:-

- 13.3.1 manage the Shared Ownership Units in accordance with the Affordable Housing Provider's usual and normal shared ownership terms and conditions of the type and style recommended by the Homes and Communities Agency in such form of standard shared ownership long lease as shall be appropriate for the Shared Ownership Units;
- 13.3.2 require (insofar as it is legally possible to do so) each Approved Person who acquires a Shared Ownership Unit to enter into an obligation in the document affecting the relevant disposal to occupy it as that person's sole or main residence; and
- 13.3.3 On Disposal of a relevant Shared Ownership Unit the Affordable Housing Provider shall allow tenants to increase their equity stake to 100% after 12 months of the grant of a shared ownership lease.
- 13.3.4 The Affordable Housing Provider shall only make an initial Disposal of a Shared Ownership Unit on the basis of a starting equity share of between a minimum of 25% and maximum of 75% Provided That this shall not prevent the owner of the Shared Ownership Unit from increasing their equity stake to 100% after 12 months of the grant of a shared ownership lease.
- 13.4 As soon as reasonably possible following any Staircasing on a relevant Shared Ownership Unit an Affordable Housing Provider shall calculate the Staircasing Net Sale Proceeds for the relevant Shared Ownership Unit and therefore the Recycling Percentage on that Staircasing of the Shared Ownership Unit and shall pay into a designated reserve fund held by the Affordable Housing Provider any Recycling Percentage received in respect of such Staircasing.
- 13.5 The Recycling Percentages may only be used by the Affordable Housing Provider for Recycling.
- 13.6 On any transfer of any Shared Ownership Units by one Affordable Housing Provider to another Affordable Housing Provider the outgoing Affordable Housing Provider shall (to the extent not spent or already allocated for spending on Recycling) transfer the balance of the Recycling Net Sale Proceeds attributable to such Shared Ownership Units to the incoming Affordable Housing Provider and pursuant to this deed the incoming Affordable Housing Provider shall meet the obligations contained in this schedule in so far as these relate to the Recycling Net Sale Proceeds received by it on Staircasing prior to its date of acquisition and after its date of acquisition.
- 13.7 In the event that the whole or any part of any Recycling Percentage has not been spent or allocated for spending on Recycling within five (5) years from the date of receipt by the Affordable Housing Provider, the monies or balance shall forthwith be released from any obligations pursuant to this Deed and be available for application by the Affordable Housing Provider in any manner which it considers appropriate, so long it has used all reasonable

(but commercially prudent) endeavours to secure further Affordable Housing in the Borough.

- 13.8 The Affordable Housing Provider shall maintain records in respect of each of the Shared Ownership Unit containing the name of the shared owner(s) and occupier(s) of the Shared Ownership Unit and sufficient details of that person(s) to show that s/he is an Approved Person and the price or rent paid for the Shared Ownership Unit and details of the Staircasing and specifically the Staircasing Net Sale Proceeds and the Recycling Percentage calculations and (to the extent permitted by law) upon request must allow the Council to inspect those records and provide any relevant information in writing.
- 13.9 Nothing in this agreement shall prevent or restrict the right of an Approved Person who has acquired a share of the ownership or part of the equity of a Shared Ownership Unit subsequently to staircase under a shared ownership lease.

THE SIXTH SCHEDULE**Obligations in respect of Affordable Housing Units**

The Owner and/or Developer covenants with the Council as follows:

1. Subject to the provisions of paragraph 2 of this Schedule and to the extent permitted by legislation the Social Rented Units and Intermediate Units shall remain and be retained as Affordable Housing Units unless a tenant has exercised their right to buy the relevant Affordable Housing Unit or Staircased to 100% of the Affordable Housing Unit.
2. That each Affordable Housing Unit shall not be used other than as a Affordable Housing Unit other than by those in Housing Need (or their mortgagee or chargee), any Protected Tenant or any mortgagee or chargee of a Protected Tenant or any person deriving title from a Protected Tenant or any successor in title thereto and their respective mortgagees and charges.
3. The Owner of any Affordable Housing Unit subject to a mortgage or charge agree with the Council to take all reasonable and prudent steps to avert the repossession of such Affordable Housing Unit by any Chargee or the exercise by any Chargee of a power of sale and for these purposes in the event of default under the security or likely default such Owner shall where appropriate co-operate fully with the Council and the Homes and Communities Agency to arrange a transfer of the relevant Affordable Housing Unit(s) with sitting tenants (where appropriate) to another Affordable Housing Provider and in particular shall inform the Council immediately in the event of the relevant Owner receiving notification from such Chargee of any breach or alleged breach by the relevant Owner of any of its obligations under their security.
4. The Owner and/or Developer agrees with the Council that in the event of a default under any security referred to in paragraph 3 or in other circumstances warranting the intervention of the Homes and Communities Agency (whether or not under the Housing Act 1996 Part 1 Chapter IV Schedule 1 Part IV, or the Housing and Regeneration Act 2008) the requirements of any Nomination Agreement shall not prevent the transfer of the Affordable Housing Unit or any part of it to another Affordable Housing Provider.
5. Subject to and without prejudice to the powers and requirements of the Homes and Communities Agency under the Housing Act 1996 and the Housing and Regeneration Act 2008 in the event of a default under any security referred to in paragraph 3 any Nomination Agreement entered into in accordance with the provisions of this Schedule shall not prevent the sale of any Affordable Housing Unit(s) by the Chargee in the exercise of its power of sale provided that the Chargee shall first comply with the procedure set out in paragraph 6 to this Schedule.
6. The procedure referred to in paragraph 5 shall be as follows:

- 6.1. The Chargee shall give not less than two [2] month's prior notice to the Council of its intention to exercise its power of sale to enable the Council to secure the transfer of the relevant Affordable Housing Units to another Affordable Housing Provider.
- 6.2. The Council shall then have two [2] month's from the notice given pursuant to paragraph 6.1 within which to respond indicating that arrangements for the transfer of the relevant Affordable Housing Units can be made in such a way as to safeguard the affordable housing character of any Affordable Housing Units;
- 6.3. If within the two [2] month's the Council does not serve its response to the notice served under paragraph 6.1 then the Chargee shall be entitled to exercise its power of sale free of the restrictions set out in this Agreement;
- 6.4. If within two [2] months of the date of receipt by it of the notice served under paragraph 6.1 the Council serves its response indicating that arrangements can be made in accordance with paragraph 6.2 then the Chargee shall co-operate with such arrangements and (subject to the provisions of paragraph 6.5) use its reasonable endeavours to secure such transfer;
- 6.5. The Council shall in formulating or promoting any arrangements referred to in the paragraphs above give full consideration to protecting the interest of the Chargee in respect of moneys outstanding under the charge or mortgage;
- 6.6. If the Council or any other person cannot within three [3] months of the date of service of its response under paragraph 6.4 secure such transfer then the Chargee shall be entitled to exercise its power of sale free of the restrictions set out in this Agreement;
- 6.7. If the Chargee does not wish to exercise its power of sale at any time after the giving of notice under paragraph 6.1 or the Council does not wish to continue with the exercise of its powers under paragraph 6.2 after giving of its response under paragraph 6.2 that party shall give to the other not less than 7 days' written notice of its intention to discontinue; and
- 6.8. Without prejudice to the provisions of paragraphs 6.1 to 6.5 the Owner and/or Developer agree to notify the Council immediately in the event of service of any notice under Section 144 and 145 of the Housing and Regeneration Act 2008 or any notice order or direction served made or given under the Housing Act 1996 Schedule 1 Part IV as amended by the Housing and Regeneration Act 2008.

PROVIDED THAT at all times the right and obligations in this paragraph 6 shall not require the Chargee to act contrary to its duties under its charge or mortgage as mortgagees and that the Council must give full consideration to protecting the interest of the Chargee in respect of monies outstanding under the charge or mortgage.

7. To comply in all respects with the obligations on its part in relation to the Affordable Housing Units

set out in this Agreement to which (save as provided in this Agreement or legislation) the Affordable Housing Units shall be permanently subject.

8. This Agreement shall not apply to any Chargee of an individual Shared Ownership Unit where such Chargee has taken possession of the relevant Shared Ownership Unit or otherwise exercised its power of sale nor any successors in title to such Chargee

**SEVENTH SCHEDULE
NOMINATION RIGHTS POLICY IN RELATION TO THE SOCIAL RENTED UNITS**

1. Definitions:

"Agreed Letting Policy"	The Select Move choice based lettings policy or other lettings policy as adopted by the Council
"Allocations Policy"	The Select Move choice based lettings scheme or other lettings policy as adopted by the Council
"Completion Certificate"	means a notice issued by the National Housing Building Council under its Buildmark Scheme (or equivalent such as the LABC New Home Warranty) confirming the Dwelling is ready for Occupation
"Council Nominee"	Person/s who the Council formally nominates to the Registered Provider to house on the development using the procedure in paragraph 1.11 of this Schedule
"First Letting"	The first grant of a Tenancy in respect of an Affordable Housing Unit within the Nomination Period
"Nominations Period"	125 years
"Select Move Scheme"	a choice based lettings scheme adopted by the Council
"Social Rent"	a rent which is charged by the Affordable Housing Provider based upon guideline target rents determined through the national rent regime based on the guidance and formulae set by the Homes and Communities Agency on social rents.
"Subsequent Letting"	any subsequent grant of a Tenancy in respect of an Affordable Housing Unit within the Nomination Period
"Tenancy"	an introductory tenancy or assured tenancy in standard form of introductory tenancy or assured tenancy agreement

- 1.1 In the event of Select Move Scheme being the agreed procedure for allocations in Chorley, all Social Rented Units under this Agreement will be advertised and allocated under the Select Move Scheme.
- 1.2 Allocations under the Select Move Scheme will include the advertising of any Affordable Housing Units to be advertised on the Select Move Scheme website in the property shops used by Select Move Scheme and in any other media used by the Select Move Scheme by the Affordable Housing Provider or the Council. All Affordable Housing Units will be advertised for at least one cycle. The Affordable Housing Provider will then be responsible for short listing the bidders and selecting the successful bidder.
- 1.3 First Lettings and Subsequent Lettings to successful bidders will be made by the Affordable Housing Provider.
- 1.4 In the event that the Council no longer wishes to participate in the Select Move Scheme, the Council acting reasonably will provide the Affordable Housing Provider with 2 months written notice after which time, the procedure for nominations will be as stated in sections 1.9 to 1.13 below
- 1.5 In the event that the Affordable Housing Provider ceases to engage in the Select Move Scheme they will provide two months' notice after which, the Council will advertise the Social Rented Units using the Select Move Scheme to identify successful bidders. The bidder's details will be provided to the Affordable Housing Provider as a nomination.
- 1.6 In the event of the Select Move Scheme' no longer being operational, the system of nominations from the Council will be triggered. The local connection criteria in the Eight Schedule will continue to apply.
- 1.7 The Affordable Housing Provider covenants with the Council to use all reasonable endeavours to procure the letting of Affordable Housing Units by the grant of a Tenancy to a Council Nominee.
- 1.8 The Affordable Housing Provider shall during the Nomination Period grant to the Council the right to nominate a Council Nominee for 100% of the First Lettings and 100% of the Subsequent Lettings of each Affordable Housing Unit PROVIDED such nomination shall be in accordance with the Agreed Letting Policy.
- 1.9 The Affordable Housing Provider shall notify the Council of the availability of an Affordable Housing Unit ("the Notice") and as regards First Letting the Notice may be served on the Council prior to the issue of the Completion Certificate.
- 1.10 (i) If the Council fails to nominate a Council Nominee for a First Letting of an Affordable Housing Unit within fifteen (15) Working Days of the Notice; or

(ii) If despite the reasonable efforts of the Affordable Housing Provider no Council Nominee shall on the occasion of a First Letting enter into a Tenancy of an Affordable Housing Unit within a reasonable time (being not less than twenty one (21) Working Days from the date of the Notice); or

(iii) If the Council fails to nominate a Council Nominee for a Subsequent Letting of an Affordable Housing Unit within fifteen (15) Working Days of the date of the Notice; or

(iv) If despite reasonable efforts of the Affordable Housing Provider no Council Nominee shall on the occasion of a Subsequent Letting enter into a Tenancy of an Affordable Housing Unit within a reasonable time (being not less than fifteen (15) Working Days from the date of the Notice)

the Affordable Housing Provider shall be free to grant a Tenancy of such Affordable Housing Unit to any person satisfying the Eligibility Criteria.

- 1.11 The provisions of this Agreement during the Nomination Period shall apply in respect of all grants of a Tenancy by the Affordable Housing Provider until such a time when it is reviewed. Any amendments to the nominations will be negotiated and agreed between the parties.
- 1.12 The Council and the Affordable Housing Provider agree that the nomination provisions contained in this Agreement are personal to the Council and shall not be enforceable against any mortgagee in possession of any Affordable Housing Unit or any part of the Site or any purchaser acquiring from a mortgagee in possession.
- 1.13 The Affordable Housing Provider shall on demand provide to the Council details of the first and subsequent lets made with respect to the Affordable Housing Units.
- 1.14 The parties will agree a standard format of information to be provided by the Council for all nominations in accordance with each party's policy on confidentiality.

2. Liaison arrangements

2.1 The Council's nominated officers, detailed below, will act as an initial point of contact.

- Housing (Options) Team Leader Tel. 01257 515151
- Housing Options and Support Manager Tel: 01257 515151

3. Allocations Criteria

3.1 The Council will forward a copy of its Allocations Policy to the Affordable Housing Provider.

3.2 The Affordable Housing Provider shall provide the Council with copies of the following documentation:

- The Affordable Housing Provider's housing application form (where this is different from the one used by the Council)
- The Affordable Housing Provider's allocations/ lettings policy (where this is different to the one used by the Council)
- The Affordable Housing Provider's equal opportunities statement

4. Criteria for selecting nominations

- 4.1 The Council will endeavour to make nominations in line with its current allocation policies and any changes will be notified to the Affordable Housing Provider.
- 4.2 The Council will consult the Affordable Housing Provider in the event of considering any changes to its Housing Allocation Policy.
- 4.3 In the event of a dispute arising regarding a nomination or bidder, the Affordable Housing Provider covenants with the Council to provide evidence regarding the refusal and to commit to adhering to the requirements of the agreed allocation policy.

5. Procedures for nominations

- 5.1 The Affordable Housing Provider will provide the Council with a timetable for the handover of the properties at least 3 months prior to anticipated completion and first Occupation of the Affordable Housing Units. Following the provision of this timetable the Affordable Housing Provider will provide the Council with a monthly progress report.
- 5.2 The Social Rented Units should be rented out at no more than the social rent.
- 5.3 With the object of preserving the nature of the Affordable Housing Units as affordable homes for rent the same shall be managed by an Affordable Housing Provider with its usual and normal leasehold terms and conditions in such form of lease as shall be appropriate for the site.

6. Confidential Information

The Council and the Affordable Housing Provider shall share confidential information relating to the nominee such information may affect the nomination in some way, e.g. people at risk, domestic violence,

ex-offenders, people with drug or alcohol related problems. The Council and the Affordable Housing Provider shall comply with the Data Protection Act 1998 at all times.

7. Equal Opportunities

The Council and the Affordable Housing Provider shall agree that disadvantaged and minority groups shall have equal access to nominations as laid down in the Council's equal opportunities policy from time to time.

8. Notices

Any notice required to be served hereunder shall be sufficiently served on the parties at the address indicated above or such other address notified by one party to the other and any notice shall be deemed to have been served 2 Working Days after posting.

9. Transfers To Other Affordable Housing Providers

The Affordable Housing Provider shall use reasonable endeavours to ensure that any Affordable Housing Provider to which the Affordable Housing Units are transferred otherwise than by direction of the Homes and Communities Agency under its statutory powers shall enter into a similar agreement in substantially the same form with the Council.

10. Disputes

Where any matters fail to be agreed between the parties or any dispute or difference occurs the question shall be referred on the application of either party for the determination of a single expert to be agreed between the parties or in default of agreement (after 10 Working Days) to be nominated by or on behalf of the President for the time being of the Chartered Institute of Housing on the application of either party.

**THE EIGHTH SCHEDULE
ELIGIBILITY CRITERIA FOR THE SOCIAL RENTED UNITS**

- 1 An Approved Person must intend (and be required) to use the Affordable Housing Unit as their main and principal residence.
- 2 None of the Social Rented Units shall be Occupied except by households of person/s who is/are deemed to be in Housing Need and who can demonstrate a local connection within the borough of Chorley;
3. For the avoidance of doubt local connection means (not in order of priority)
 - 3.1 A person who has previously had their only or principal home in the borough for the property in question for a minimum period of three out of the last five years calculated from the date of the application; or
 - 3.2 A person who for a period of 12 months prior to the date of the application had their principal place of work within the borough for the property in question; or
 - 3.3 A person who has immediately prior to the date of the application one or more of their parents children or siblings living within the borough for a continuous period of five years calculated from the date of the application.
- 4 In the event that more than one applicant satisfies the above criteria applicants will be considered in order of the date of their application;
- 5 If after a Social Rented Unit has been advertised via 3 Select Move Scheme cycles (or where an alternative Choice Based Lettings system is adopted if the Social Rented Unit has been advertised via 3 cycles of that system or where a subsequent lettings policy has been adopted by the Council if after the Social Rented Unit has been marketed for 3 months) and there is no interest from applicants who fulfil the criteria with paragraphs 2 - 3 then applicants who are ordinarily resident outside the Borough and who can demonstrate a need for Affordable Housing can be considered for that particular unit as well as any applicant who falls within any of the categories set out in paragraph 2 - 3.
5. Upon allocation of the Social Rented Units for first lets and all subsequent lets the Affordable Housing Provider will confirm the details of each successful applicant detailing the criteria by which they qualify and the property address allocated to them and send this information to the Housing Options and Support Manager at the Council.

**THE NINTH SCHEDULE
ELIGIBILITY FOR INTERMEDIATE UNITS**

1. An Approved Person should meet the following Eligibility Criteria for the Intermediate Units:
 - 1.1 applicants must have a local connection with the area in which they are seeking to live;
 - 1.2 applicants must be deemed to be in need of financial assistance to purchase a property on the open market;
 - 1.3 applicants must be able to demonstrate a housing need for a property type.
2. For the avoidance of doubt local connection means (not in order of priority)
 - 2.1 applicants who have previously had their only or principal home in the borough of Chorley for a minimum period of three years out of the last five years; or
 - 2.2 applicants who for a period of 12 months prior to proposed Occupation of an Affordable Housing Unit had their principal place of work within the borough of Chorley; or
 - 2.3 applicants who have immediately prior to the proposed Occupation of an Affordable Housing Unit one or more of their parents children or siblings living within the borough of Chorley for a continuous period of five years.
3. For the avoidance of doubt when considering the ability of a person to purchase on the open market the Council will take into account household income levels, and other commitments.
4. For the avoidance of doubt applicants will be assessed on their current housing need. Applicants will only be authorised to proceed with a purchase after meeting the criteria above. Applicants will only be permitted to purchase Affordable Housing Units with an excess of one bedroom for their current housing need.
5. Provided Always that notwithstanding the above the Council and Affordable Housing Provider may agree between themselves any amendment to the Eligibility Criteria where the Council shall deem it reasonable to do so and provided further that after such amendments are applied the applicant is able to demonstrate a housing need for a property type. The Applicants must use the accommodation as their main and principal residence.

6. If after the Intermediate Units have been marketed for 6 months there is no interest from applicants who comply with clauses 1 to 2.3 applicants who are ordinarily resident within the Borough can be considered as well as applicants who can demonstrate a need for affordable housing.

**THE TENTH SCHEDULE
AFFORDABLE HOUSING UNITS TENURE SPLIT**

The Affordable Housing Units shall be provided by the Owner and/or Developer in accordance with Schedule 5 and the Plan and shall comprise:

- A. 70% Social Rented Units to be:
 - 15% 1 bed units
 - 11% 2 bed Bungalows
 - 52% 2 Bed Houses
 - 22% 3 bed houses

- B. 30% Intermediate Units (Shared Ownership) to be:
 - 36% 2 bed houses
 - 64% 3 bed houses

Or such other tenure split or unit provision as shall from time to time be agreed in writing between the Council and the Owners

THE ELEVENTH SCHEDULE

The Council's Covenants

1. Contributions

- 1.1 To use all Contributions received from the Owners' and/ or Developer under the terms of this Agreement for the purposes specified in this Agreement for which they are to be paid and for no other purpose.
- 1.2 The Council covenants with the Owners' and/ or Developer that it will refund all such sums to the person who paid such sums received by the Council under this Agreement which has not been expended in accordance with the provisions in this Agreement (and money shall be deemed to have been expended if the Council has properly entered into a contract for the expenditure of the money for the purpose for which it is paid which is reasonably likely to result in the fulfilment of that purpose) within five years of the date of receipt by the Council of such sum together with Interest for the period from the date of payment to the date of actual refund.
- 1.3 When requested in writing the Council shall provide written confirmation of the discharge of obligations contained in this Agreement when reasonably satisfied that such obligations have been performed.
- 1.4 Following the performance and satisfaction of all the obligations contained in this Agreement, the Council shall forthwith effect the cancellation of all entries made in the Register of Local Land Charges in respect of this Agreement.

2. Open Space

- 2.1 To issue its written approval (or provide detailed reasons for its reasonable refusal) of any Open Space Management Scheme within twenty (20) Working Days of receipt of it in accordance with Schedule 4 paragraph 2.1 failing which it will be deemed to have been approved
- 2.2 To inspect the relevant Open Space within ten (10) Working Days of receipt of any Open Space Completion Notice received pursuant to Schedule 2 paragraph 2.4 and to either:-
- 2.2.1 give written details to the Developer of any reasonable additional works that are required to be carried out to enable the Council to issue the Open Space Final Certificate in respect of that Open Space; or
- 2.2.2 issue the Open Space Final Certificate

PROVIDED THAT in the event that the Council fails to provide written details pursuant to paragraph 2.2.1 of this Eleventh Schedule within ten (10) Working Days of receipt of the relevant Open Space Completion Notice the Open Space Final Certificate will be deemed to have been issued

- 2.3 To issue the Open Space Final Certificate within five (5) Working Days of the Owner completing to the Council's reasonable satisfaction the additional works to the relevant Open Space as per any written details given to the Developer pursuant to Schedule 4 paragraph 2.5 above in respect of that Open Space
- 2.4 If applicable:
- 2.4.1 To complete the Transfer any relevant area of the Open Space pursuant to Schedule 4 paragraph 2.6 above without unreasonable delay and in any event within 15 working days of the issuing of the Open Space Final Certificate for such area
- 2.4.2 Upon completion of the Transfer of the Open Space pursuant to Schedule 4 paragraph 2.6 to ensure that that there is full and unfettered public access to the Open Space and not to use or permit the use of it for any purpose other than as public open space and to maintain the Open Space in perpetuity
- 2.5 Upon receipt of the Playing Pitches Contribution and the Allotments Contribution to pay the same into an Interest Bearing Account
- 2.6 Only to expend the Playing Pitches Contribution towards the provision of new or works of addition, improvement and enhancement to the sport pitches and sports facilities within the Borough
- 2.7 Only to expend the Allotments Contribution towards the provision of new allotments at HW5.2 Land at Sylvester's Farm, Euxton, as allocated in the Chorley Local Plan
- 2.9 To provide to the Owner on written request reasonable evidence as to the expenditure of the Playing Pitches Contribution and/or the Allotments Contribution
- 2.10 In the event that the Allotments Contribution and/or the Playing Pitches Contribution or any parts thereof have not been expended or committed to be expend in a legally binding contract within five (5) years from the date of payment from the Owner and/or the Developer then the Council shall repay the unexpended balance thereof together with interest thereon to the party who made the payment within 4 weeks of the expiry of the said 5 year period

Transfer

Land Registry
Transfer of part of registered title(s)

TP1

If you need more room than is provided for in a panel, and your software allows, you can expand any panel in the form. Alternatively use continuation sheet CS and attach it to this form.

Leave blank if not yet registered.

When application for registration is made these title number(s) should be entered in panel 2 of Form AP1.

Insert address, including postcode (if any), or other description of the property transferred. Any physical exclusions, such as mines and minerals, should be defined.

Place 'X' in the appropriate box and complete the statement.

For example 'edged red'.

For example 'edged and numbered 1 in blue'.

Any plan lodged must be signed by the transferor.

Give full name(s).

Complete as appropriate where the transferor is a company.

Give full name(s).

Complete as appropriate where the transferee is a company. Also, for an overseas company, unless an arrangement with Land Registry exists, lodge either a certificate in Form 7 in Schedule 3 to the Land Registration Rules 2003 or a certified copy of the constitution in English or Welsh, or other evidence permitted by rule 183 of the Land Registration Rules 2003.

1	Title number(s) out of which the property is transferred: LAN64768
2	Other title number(s) against which matters contained in this transfer are to be registered or noted, if any:
3	<p>Property:</p> <p>Land to the north of Derian House, Euxton Lane, Chorley</p> <p>The property is identified</p> <p><input checked="" type="checkbox"/> on the attached plan and shown: edged red</p> <p><input type="checkbox"/> on the title plan(s) of the above titles and shown:</p>
4	Date:
5	<p>Transferor: Euxton lane Developments Limited</p> <p><u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix:</p> <p><u>For overseas companies</u> (a) Territory of incorporation:</p> <p>(b) Registered number in the United Kingdom including any prefix:</p>
6	<p>Transferee for entry in the register:</p> <p>Chorley Borough Council</p> <p><u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix:</p> <p><u>For overseas companies</u> (a) Territory of incorporation:</p> <p>(b) Registered number in the United Kingdom including any prefix:</p>

Each transferee may give up to three addresses for service, one of which must be a postal address whether or not in the UK (including the postcode, if any). The others can be any combination of a postal address, a UK DX box number or an electronic address.

Place 'X' in the appropriate box. State the currency unit if other than sterling. If none of the boxes apply, insert an appropriate memorandum in panel 12.

Place 'X' in any box that applies.

Add any modifications.

Where the transferee is more than one person, place 'X' in the appropriate box.

Complete as necessary.

The registrar will enter a Form A restriction in the register *unless*:

- an 'X' is placed:
 - in the first box, or
 - in the third box and the details of the trust or of the trust instrument show that the transferees are to hold the property on trust for themselves alone as joint tenants, or
- it is clear from completion of a form JO lodged with this application that the transferees are to hold the property on trust for themselves alone as joint tenants.

Please refer to Joint property ownership and practice guide 24: private trusts of land for further guidance. These are both available on the GOV.UK website.

Use this panel for:

- definitions of terms not defined above
- rights granted or reserved
- restrictive covenants
- other covenants
- agreements and declarations
- any required or permitted statements
- other agreed provisions.

The prescribed subheadings may be added to, amended, repositioned or omitted.

Any other land affected by rights granted

7 Transferee's intended address(es) for service for entry in the register:

Town Hall, Market Street, Chorley, Lancashire, PR7 1DP

8 The transferor transfers the property to the transferee

9 Consideration

- The transferor has received from the transferee for the property the following sum (in words and figures):
One Pound (£1.00)
- The transfer is not for money or anything that has a monetary value
- Insert other receipt as appropriate:

10 The transferor transfers with

- full title guarantee
- limited title guarantee

11 Declaration of trust. The transferee is more than one person and

- they are to hold the property on trust for themselves as joint tenants
- they are to hold the property on trust for themselves as tenants in common in equal shares
- they are to hold the property on trust:

12 Additional provisions

12.1 DEFINITIONS AND INTERPRETATION

12.1.1 "Estate" means the Transferor's estate at Derian House, Euxton Lane, Chorley now or formerly registered under the Title Number set out in box 2

12.1.2 "Plan" means the Plan annexed to this Transfer

12.1.3 "Retained Land" means the land retained by the

or reserved or by restrictive covenants should be defined by reference to a plan.

Transferor being the Estate excluding the Property

12.1.4 "Services" means water, soil, effluent, gas, fuel, oil, electricity, telephone telephonic signals, television, visual, audio, fax, electronic mail data information communications and other services

12.1.5 "Service Apparatus" means sewers, drains, channels, pipes, watercourses, gutters, wires, cables, ducts, flues, conduits, laser optic fibres, electronic data or impulse communication transmission or reception systems and electricity substations gas governors and the like and septic tanks holding tanks and sewage treatment works and other conducting media and associated equipment

12.1.6 Words importing one gender shall be construed as importing any other gender

12.1.7 Words importing the singular shall be construed as importing the plural and vice versa

12.1.8 Words importing persons shall be construed as importing a corporate body and/or a partnership and vice versa

12.1.9 Where any party comprises more than one person the obligations and liabilities of that party under this Transfer shall be joint and several obligations and liabilities

12.1.10 The expressions "the Transferor" includes its successors in title to the Retained Land or any part thereof

12.1.11 The expression "the Transferee" includes its successors in title to the Property or any part thereof

Any other land affected should be defined by reference to a plan and the title numbers referred to in panel 2.

Rights granted for the benefit of the property

Any other land affected should be defined by reference to a plan and the title numbers referred to in panel 2.

12.2 RIGHTS RESERVED FOR THE BENEFIT OF THE RETAINED LAND

There are reserved out of the Property for the benefit of the Transferor and its assigns and the Retained Land and each and every part thereof:

12.2.1 Any right of light or air now subsisting or which might but for this exception be acquired over the Retained Land to the intent that the Transferor may build or rebuild on the Retained Land in such manner as the Transferor may think fit notwithstanding any interference with the access of light or air to the Property thereby occasioned so that the Transferee and the other owners and occupiers for the time being of the Property shall be deemed to enjoy access of light and air by the consent of the Transferor hereby given and not as of right

12.2.2 The right to use all Service Apparatus which is or are now or may at any time be in on over or under the Property and to use and to take Services through the Service Apparatus

12.2.3 The right on one months written notice to lay erect or affix and to permit any other persons to lay erect or affix over in on or under any part of the Property Service Apparatus for the passage of Services for or in connection with or for the purposes of the Property or the development user or enjoyment of any part of the Retained Land or any buildings for the time being erected thereon respectively including the street lighting thereof and together with the right as regards any of the Services as may be overhead to install or affix such poles posts brackets stays and supports on or to the Property as shall be necessary to carry or support the same and the right to grant wayleaves or easements for all such purposes to the Service undertakers or providers

12.2.4 Without limitation to the other provisions of this Transfer where it is intended that any Service Apparatus over, on, in or under any part or parts of the Property is to be the subject of

12.2.4.1 a wayleave; or

12.2.4.2 an easement to be granted to, or (where the site of the same is to be transferred to, a Services undertaker or provider and/or is to be adopted by a Services undertaker or provider) the right (for the avoidance of any doubt taking priority to any dealing with the Property after this Transfer) either for the Transferor to grant or for the Transferor to require the Transferee or his successors to grant wayleaves easements and covenants and enter into other such provisions in that regard in the form required (subject to the Transferees approval such consent not to be unreasonably withheld or delayed) from time to time by the said Services undertaker or provider and (where applicable) the site of and/or the air space occupied or to be occupied by such Service Apparatus is reserved out of the Property

12.2.5 The right at reasonable times (save in an emergency) to inspect maintain repair and when necessary renew all or any of the Service Apparatus and to permit any other persons so to use maintain and repair and renew as aforesaid provided always that no maintenance repair or renewal shall take place until one months written notice is given.

12.2.6 The right to enter on the Property for the purpose of securing compliance by the Transferee of the Transferee's covenants contained in this Transfer

12.2.7 All of the rights in the above sub-clauses to include the right of entry on to the Property at all reasonable times during the day time (but also at other times in case of emergency) and with or without plant and equipment subject that where the same is for digging or excavation one months written notice in writing is given.

PROVIDED THAT the person or persons from time to time exercising any of the rights and powers shall do as little damage as possible and shall make good any damage in fact so caused to the reasonable satisfaction of the owners or occupiers of the land over which such rights are exercised but without being liable for any temporary damage or inconvenience occasioned thereby

12.2.8 The right (expressly reserved in this case to the Transferor) to claim under the Land Compensation Act 1973 or any statutory modifications or re-enactments thereof arising as a result of the construction of any road or roads on either the Estate or any other land owned at any time by the Transferor or a company in the same group of companies as the Transferor

Include words of covenant.

Restrictive covenants by the transferee

12.3.1 The Transferee hereby covenants with the Transferor and so as to bind the Property and each and every part thereof and to benefit and protect the Retained Land and each and every part thereof to only use the Property as public open space pursuant to the Open Spaces Act 1906 and not to use the Property or permit it to be used for any purpose other than as a public open space pursuant to the provisions of the Open Spaces Act 1906

Include words of covenant.

Restrictive covenants by the transferor

Insert here any required or permitted statements, certificates or applications and any agreed declarations and so on.

Other

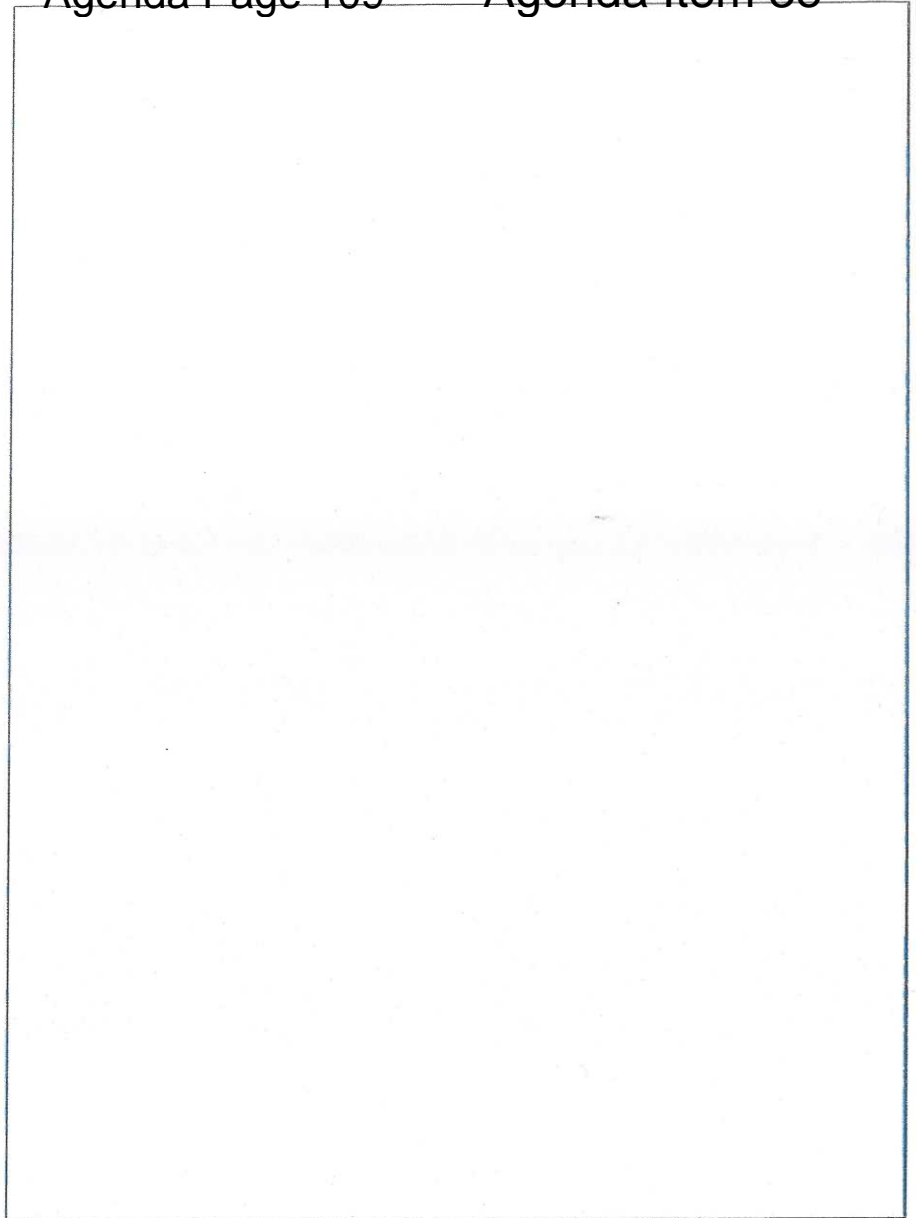
The transferor must execute this transfer as a deed using the space opposite. If there is more than one transferor, all must execute. Forms of execution are given in Schedule 9 to the Land Registration Rules 2003. If the transfer contains transferee's covenants or declarations or contains an application by the transferee (such as for a restriction), it must also be executed by the transferee.

If there is more than one transferee and panel 11 has been completed, each transferee may also execute this transfer to comply with the requirements in section 53(1)(b) of the Law of Property Act 1925 relating to the declaration of a trust of land. Please refer to Joint property ownership and practice guide 24: private trusts of land for further guidance.

13 Execution

Executed as a deed
by **Euxton Lane Developments Limited** acting by a Director and its secretary or acting by two directors

The Common seal of **Chorley Borough Council** was hereunto affixed to this deed in the presence of

**WARNING**

If you dishonestly enter information or make a statement that you know is, or might be, untrue or misleading, and intend by doing so to make a gain for yourself or another person, or to cause loss or the risk of loss to another person, you may commit the offence of fraud under section 1 of the Fraud Act 2006, the maximum penalty for which is 10 years' imprisonment or an unlimited fine, or both.

Failure to complete this form with proper care may result in a loss of protection under the Land Registration Act 2002 if, as a result, a mistake is made in the register.

Under section 66 of the Land Registration Act 2002 most documents (including this form) kept by the registrar relating to an application to the registrar or referred to in the register are open to public inspection and copying. If you believe a document contains prejudicial information, you may apply for that part of the document to be made exempt using Form EX1, under rule 136 of the Land Registration Rules 2003.

IN WITNESS whereof the Council, the Owner and the Developer] have executed this Agreement as a Deed the date and year first before written.

EXECUTED AS A DEED by the)

CHORLEY BOROUGH COUNCIL)

by affixing its common seal in the)

presence of:)

Authorised Signatory
Cur



20926

EXECUTED AS A DEED by)

EUXTON LANE DEVELOPMENTS LIMITED)

acting by two Directors or Director and Secretary)

Director.....
A. White

Director/Secretary.....
[Signature]

EXECUTED AS A DEED by)

STAPLEFIELDS LIMITED)

acting by two Directors or Director and Secretary)

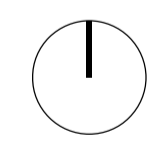
Director.....
A. N. Haven

Director/Secretary.....
R. Bracwell



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 Electronic data drawings based on 'best only' and should not be interpreted for measurement. All dimensions and levels should be read only from those values stated to suit on the drawings.
 KEY PLAN:

REV:	DATE:	DETAILS:
A	17/06/15	Red line updated to eastern boundary of stream and to include Euxton Lane Highway land



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PROJECT: Euxton Lane Chorley
 TITLE: Location Plan
 SCALE: 1:2500 @ A1
 ORIGIN DATE: 20/01/15
 DRAWN: ATA
 CHECKED: JC
 STATUS: Planning
 PROJECT: 05360
 DRAWING NO: _MP_00_1001
 REV: A
 Architecture | Masterplanning | Interiors | Graphics | Branding

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