



# Overview and Scrutiny Task Group - Adoption of Estates

Agenda and Reports

For consideration on

**Wednesday, 17th October  
2012**

In Committee Room 1, Town Hall, Chorley

At 6.00 pm

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12 October 2012

Dear Colleague

**OVERVIEW AND SCRUTINY TASK GROUP - ADOPTION OF ESTATES -  
WEDNESDAY, 17TH OCTOBER 2012**

You are invited to attend a meeting of the Overview and Scrutiny Task Group - Adoption of Estates to be held in Committee Room 1, Town Hall, Chorley on Wednesday, 17th October 2012 commencing at 6.00 pm.

**AGENDA**

1 **Apologies for absence**

2 **Minutes (Pages 1 - 2)**

To confirm the minutes of the Overview and Scrutiny Task Group – Adoption of Housing Estates meeting held on 19 September 2012 (enclosed)

3 **Declarations of Any Interests**

Members are reminded of their responsibility to declare any pecuniary interest in respect of matters contained in this agenda.

If you have a pecuniary interest you must withdraw from the meeting. Normally you should leave the room before the business starts to be discussed. You do, however, have the same right to speak as a member of the public and may remain in the room to enable you to exercise that right and then leave immediately. In either case you must not seek to improperly influence a decision on the matter.

4 **Scoping of the Review (Pages 3 - 6)**

The completed scoping document is enclosed for Members information.  
This document was approved by the Overview and Scrutiny Committee on 1 October 2012.

5 **Case Studies**

At the last meeting the Group identified a mix of small and large existing un-adopted housing estates across the Borough that could be used as case studies from which to identify the concerns and issues that existed.

The estates chosen were:

Gillibrand, Chorley (information enclosed)  
Kittiwake, Heapey (information enclosed)  
Buckshaw, Buckshaw Village (**information to follow**)  
Fairview Farm, Adlington (information enclosed)

A pack of relevant information has been collated for each housing estate that includes:

- The planning background
- Planning applications
- Section 106 Agreements
- Highways Information
- Unites Utilities information
- Any issues arising
- Public Open Spaces and Leisure facilities (**information to follow**)
- Plans
- Planning permissions

a Former Heapey Works - Kittiwake, Heapey (Pages 7 - 22)

b Fairview, Adlington (Pages 23 - 62)

c Gillibrand, Chorley (Pages 63 - 122)

d Buckshaw, Buckshaw Village

6 **Any other item(s) that the Chair decides is/are urgent**

Yours sincerely



Gary Hall  
Chief Executive

Dianne Scambler  
Democratic and Member Services Officer  
E-mail: [dianne.scambler@chorley.gov.uk](mailto:dianne.scambler@chorley.gov.uk)  
Tel: (01257) 515034  
Fax: (01257) 515150

## **Distribution**

1. Agenda and reports to all Members of the Overview and Scrutiny Task Group - Adoption of Estates Councillors Matthew Crow (Chair), Roy Lees (Vice Chair), Jean Cronshaw, Julia Berry, June Molyneaux, Dave Rogerson, Joyce Snape, Kim Snape, Ralph Snape and County Councillor Mike Devaney (Lancashire County Council) for attendance.
2. Agenda and reports to Jamie Carson (Director of People and Places), Jennifer Moore (Head of Planning), Carol Russell (Democratic Services Manager) and Dianne Scambler (Democratic and Member Services Officer) for attendance.

**This information can be made available to you in larger print or on audio tape, or translated into your own language. Please telephone 01257 515118 to access this service.**

આ માહિતીનો અનુવાદ આપની પોતાની ભાષામાં કરી શકાય છે. આ સેવા સરળતાથી મેળવવા માટે કૃપા કરી, આ નંબર પર ફોન કરો: 01257 515822

ان معلومات کا ترجمہ آپکی اپنی زبان میں بھی کیا جاسکتا ہے۔ یہ خدمت استعمال کرنے کیلئے براہ مہربانی اس نمبر پر ٹیلیفون

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## Overview and Scrutiny Task Group - Adoption of Estates

**Wednesday, 19 September 2012**

**Present:** Councillor Matthew Crow (Chair) and Roy Lees (Vice Chair), Julia Berry, Jean Cronshaw, June Molyneaux, Dave Rogerson and Kim Snape

**Also in attendance:** Councillor Steve Holgate

### **07.CCS.01 APOLOGIES FOR ABSENCE**

Apologies for absence were received from Councillors Joyce and Ralph Snape.

### **07.CCS.02 DECLARATIONS OF ANY INTERESTS**

Councillor Julia Berry reported that she lived on Kittiwake, Chorley which was an unadopted estate.

### **07.CCS.03 BACKGROUND INFORMATION**

Members received a copy of the presentation by Chorley Council officers and summary documentation from Lancashire Council County Council that had been presented at the Member Learning Hour on 13 August 2012 for background information to the review.

### **07.CCS.04 SCOPING OF THE ADOPTION OF HOUSING ESTATES TASK GROUP**

Members of the Group discussed in detail the present problems that many of their constituents faced when trying to get their estates adopted. It was accepted that there were some real issues for residents across the Borough and Members thought that the Group needed to look at past performance to identify areas where the process of adoption of estates has been both successful or less successful, lessons could be learnt from those experiences and ways to improve the process could be identified for the future and further failures prevented.

The Group would need information on existing adopted and unadopted estates in the Borough and the availability of that information was discussed.

It was also highlighted that the Council needed to improve relations and communications with existing developers and other partner organisations in the Borough and to better engage with the public to develop their understanding and knowledge of the adoption process.

The Group identified a mix of small and large existing un-adopted housing estates across the Borough that could be used as case studies from which to identify the concerns and issues that existed. The Group would then interview the developers of these estates, along with borough, county and United Utility officers.

The estates chosen were:

- Gillibrand, Chorley
- Kittiwake, Heapey
- Buckshaw, Buckshaw Village
- Fairview Farm, Adlington

Members discussed the importance of hearing the views and concerns of the local residents and parish councils affected by the issues of un-adoption and considered the best way of engaging with the public.

It was important that these residents felt engaged with the process but needed to understand the remit of the review was to make recommendations to the Executive Cabinet to try to improve and influence changes to the current processes and not to provide a solution to existing cases

Members agreed to a public consultation exercise whereby all the residents on the estates identified would be invited to either attend a designated meeting of the Group or submit comments in advance. This invitation could be extended by a leaflet drop to all the households concerned.

#### **RESOLVED**

- 1. That a scoping document be drafted to take into account the discussions that had taken place at the meeting, to be signed off by the Chair of the Group before its submission to the Overview and Scrutiny Committee for approval at its next meeting.**
- 2. That the Chair and Vice Chair be requested to produce a plan of action in relation to the public consultation event for discussion at a future meeting of the Group**

#### **07.CCS.05 PLANNING THE REVIEW AND FUTURE MEETINGS**

The Group would aim to complete the review within a five month period, aiming to submit its Final Report to Overview and Scrutiny Committee on 14 January 2013 for consideration and approval.

The following dates were **AGREED**, along with a suggested schedule of activity, as follows:

- 17 October 2012 – Current position/identification of key issues.
- 7 November 2012 – Public consultation meeting
- 28 November 2012 – Interview Developers, Chorley Council/County Council/United Utilities officers
- 19 December 2012 – Pull together recommendations
- 9 January 2013 – consider draft Final Report

Chair



**OVERVIEW AND SCRUTINY INQUIRY PROJECT OUTLINE****Review Topic: ADOPTION OF ESTATES****Objectives:**

Look at past performance and identify areas where the process of adoption of estates has been both successful and less successful and learn from those experiences; and

Make recommendations to Executive Cabinet as to how processes may be improved for the future.

**Desired Outcomes:**

To recommend ways to improve the process of adopting new housing estates across the Borough.

Improve relations and communications with existing developers and other partner organisations in the Borough.

To work through targeted studies of un-adopted sites of varying sizes in Chorley and to make recommendations to both rectify existing sites and prevent further failures in the adoption process

To have engaged in effective public consultation and to develop residents and future residents knowledge and understanding of adoption processes.

**Terms of Reference:**

1. To receive information on the number of un-adopted roads across the Borough and understand the extent of the problem in the borough
2. To understand the process for adopting roads on new housing estates.
3. To hear from residents through public consultation on the Gillibrand, Kittiwake, Buckshaw and Fairview Farm estates and to engage with Parish Councils representative of these sites
4. To talk to Developers, Chorley and Lancashire County Council and United Utilities Officers.

**Equality and diversity implications:****Risks:**

- Managing public expectations.
- Damage existing relations with partner organisations

**Venue(s):**

Meetings to be held at Town Hall, Chorley  
(see scheduled of suggested meetings  
and dates below)

**Timescale: 5 months**

**Start: September 2012**

**Finish: January 2013**

**Information Requirements and Sources:**

**Documents/evidence:** (what/why?)

- **Current position of adopted/un-adopted estates across the Borough**
- **Member Learning Session on procedures involved (held in August 2012)**
- **Other Scrutiny Reviews carried out by other authorities.**

**Witnesses:** (who, why?)

- **Developers in the Borough (mix of small and large) including eg. Redrow, Barrett, Persimmon, Taylor Wimpey, David Fellows.**
- **Chorley Council officers**
- **Lancashire Council officers**
- **Relevant Lancashire Council Executive Member(s) (to be determined as review progresses)**
- **United Utility officers**

**Consultation/Research:** (what, why, who?)

- **Case Studies of existing adoptions to identify what worked and what didn't – Gillibrand, Kittiwake, Buckshaw and Fairview Farm.**
- **Separate interviews for developers, provide questions in advance and accept written responses**
- **Public Engagement – consider mechanisms eg leaflet drop, survey through website, direct & interactive public consultation sessions**

**Site Visits:** (where, why, when?)

**To be determined as review progresses**

**Officer Support:**

Lead Officer: Jamie Carson

Democratic &  
Member Services Officer: Dianne Scambler

Legal: Alex Jackson

**Likely Budget Requirements:**

<u>Purpose</u>	£
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Total	_____
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(to be determined)

**Target Body<sup>1</sup> for Findings/Recommendations EXECUTIVE CABINET**

(Eg Executive Cabinet, Council, partner)

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<sup>1</sup> All project outcomes require the approval of Overview and Scrutiny Committee before progressing

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### **Proposed Meeting Schedule**

**19 September - Scope the review and set meeting dates**

**17 October - Current position/key issues**

**7 November – Public consultation meeting (may require a second meeting)**

**28 November – Interview developers, Chorley/LCC/United Utilities officers**

**19 December – Pull together recommendations**

**9 January – Agree draft Final Report**

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**FORMER HEAPEY WORKS/KITTIWAKE****PLANNING BACKGROUND**

The site of approximately 10.9ha, comprising the former Witter Heapey Works, at the junction of Heapey Road and Higher House Lane to the North East, Black brook to the North West and Temple Wood to the South East. A total of 147 dwellings were proposed within a number of separate development parcels. Linear open space is incorporated into the development, principally alongside black Brook and the line of an aqueduct, with another area of open space forming the major focal point to the development. Structure planting is incorporated into the proposal to define the development and "soften" the visual impact of the development on the surrounding countryside.

The developers of the site were Maunders Homes (North West) Ltd who became Westbury Homes, Beazer Homes (Stockport) Ltd, Hassall Homes (Cheshire) Ltd and Dorbcrest Homes

**PLANNING APPLICATIONS**

Application: 91/00628/FULMAJ

Residential development (147 dwellings) and conversion of existing building to restaurant with

associated car parking

Applicant: Ainscough Metals

Date Decision Issued : 10/12/1991

Decision :Permit Full Planning Permission

Application: 94/00953/FUL

Erection of 63 dwellings with associated garages, roads, screen fences, landscaping and services,

Applicant: Maunders Homes (North West) Ltd

Date Decision Issued : 22/08/1995

Decision :Permit Full Planning Permission

Application: 95/00330/FUL

Erection of 24 detached dwellings with garages, road works and associated landscaping works,

Applicant: Hassall Homes (Cheshire)

Date Decision Issued : 22/08/1995

Decision :Permit Full Planning Permission

Application: 95/00718/COU

Refurbishment into 5 dwelling units together with associated parking and landscaping,

Applicant: Ainscough Metals

Date Decision Issued : 27/01/1998

Decision :Permit Full Planning Permission

Application: 96/00489/FUL

Erection of 24 detached dwellings,

Applicant: Beazer Homes (Stockport) Ltd

Date Decision Issued : 02/12/1996

Decision :Permit Full Planning Permission

Application: 96/00717/FUL

Change of house types to plots 43 - 49 and 53 - 58 (14 No),  
 Applicant: Maunders Homes (North West) Ltd  
 Date Decision Issued : 16/12/1996  
 Decision :Permit Full Planning Permission

Application: 96/00893/FUL  
 Erection of 7 dwellings,  
 Applicant: Dorbcrest Homes  
 Date Decision Issued : 09/07/1997  
 Decision :Permit Full Planning Permission

### **SECTION 106 AGREEMENTS**

Chorley Borough Council and Ainscough Metals Ltd 1990 in respect of land forming the site of the former Heapey Works, Heapey Road, Heapey. Dated 12th July 1993

No building permitted on private open space/private garden areas. Before development is commenced owner shall enter into agreement with CBC to ensure maintenance of POS on payment of commuted sum. Planting scheme and play equipment to be approved by CBC.

Maunders Homes NW Limited Site & Hassall Homes Cheshire Limited Site  
 Chorley Borough Council and William Ainscough and Sons Limited Dated 18th August 1995

No buildings shall be erected or land used as private gardens within the areas of open space edged green on the Plan. Before development is first commenced full details of landscaping of and play/trim trail equipment to be provided within the open space areas to be submitted to and approved by CBC; such scheme of landscaping to be fully implemented prior to the substantial completion of building within the adjoining housing plots. The areas of open space shall be available for access by the public at all times. Before occupation of any housing the Landowner shall enter into agreement with CBC to ensure maintenance of the public open space provided a commuted sum (to be agreed) has been paid to CBC.

Chorley Borough Council and Beazer Homes (Stockport) Limited Dated 29th October 1996  
 Planning Application: 96/00489/FUL

No buildings shall be erected or land used as private gardens within the areas of open space edged green on the Plan. Before development is first commenced full details of landscaping of and play/trim trail equipment to be provided within the open space areas to be submitted to and approved by CBC; such scheme of landscaping to be fully implemented prior to the substantial completion of building within the adjoining housing plots. The areas of open space shall be available for access by the public at all times. Before occupation of any housing the Landowner shall enter into agreement with CBC to ensure maintenance of the public open space provided a commuted sum (to be agreed) has been paid to CBC.

### **HIGHWAYS**

#### **Data taken from the Council's Land Charges Register October 2012**

Highways maintainable at public expense;

Adopted YES - HIGHER HOUSE LANE : BDY LINE OF REAR NUMBER 8

KESTREL CLOSE TO HEAPEY ROAD – A

Adopted YES - KITTIWAKE ROAD : HEAPEY ROAD TO END AT NUMBER 34 - A

Adopted YES - FOOTWAY LINKING THE DELL WITH KITTIWAKE ROAD - A

Adopted YES - TORMORE CLOSE : HIGH BANK TO END - A

Adopted YES - KESTREL CLOSE : KITTIWAKE ROAD TO END - A  
 Adopted YES - HIGH BANK : KITTIWAKE ROAD TO BLACKBROOK CLOSE - A  
 Adopted YES - OSPREY CLOSE : KITTIWAKE ROAD TO END - A  
 Adopted YES - MERLIN CLOSE : KITTIWAKE ROAD TO END - A  
 Adopted YES - TITHE BARN LANE : HEAPEY ROAD TO CHAPEL LANE - A  
 Adopted YES - FOOTWAY LINKING KITTIWAKE ROAD TO HIGHER HOUSE LANE - A  
 Adopted YES - THE DELL : HIGH BANK TO END - A  
 Adopted YES - HIGH BANK : JUNCTION OPPOSITE NUMBER 9 TO END AT NUMBER 18  
 - A  
 Adopted YES - THE DINGLE : HIGH BANK TO END - A  
 Adopted YES - HEAPEY ROAD : KNOWLEY BROW TO HIGHER HOUSE LANE - A  
 Adopted YES - BLACK BROOK CLOSE : HIGH BANK TO END - A  
 Adopted YES - FOOTWAY LINKING THE DELL WITH KITTIWAKE ROAD - A  
 Adopted YES - HIGH BANK : JUNCTION AT NUMBER 15 TO END AT NUMBER 24 - A  
 Adopted YES - THE WOLD : HIGH BANK TO END - A  
 Adopted YES - HIGHER HOUSE LANE : HEAPEY FOLD LANE TO BDY LINE OF REAR  
 NUMBER 8 KESTREL CLOSE - A

Subject to adoption and, supported by a bond or bond waiver; - None

To be made up by the local authority who will reclaim the cost from the frontagers; - None

To be adopted by a local authority without reclaiming the cost from the frontagers? - None

#### **UNITED UTILITIES – AWAITING CONFIRMATION FROM UU**

Prior to October 2010 drainage lines on new development that were to be adopted by UU were usually limited to those lines within the road or main service pipes. Since October 2010 all drainage that is not for the sole use of one property would become subject to adoption (Section 104).

- Drainage scheme is forwarded to UU by developer and by LA Building Control/AI on receipt of application.
- On commencement of drainage works UU inspect major sewer lines(within road or main service lines).
- LA/AI inspect plot drainage (lateral drainage) for themselves under the Building Regs and on behalf of UU.
- LA/AI notify UU when each plots drainage is complete and satisfactory.
- UU pursue formal adoption of sewers.

The above has still yet to be implemented as the MBS (mandatory build standard) for drains has yet to be released from UU. This gives the minimum standards for the construction of drainage subject to adoption. It should have been published back in March 2012 for an April 2012 start. The last date I had been given was October 2012 but still waiting.

The above does not affect the operation of the Advanced Payment Code.

#### **ISSUES ARISING**

Peripheral planting was not carried out in accordance with the approved plans by Maunders Homes (North West) Ltd/Westbury Homes and it was determined that there was no prospect of the original scheme being implemented, given the lack of satisfactory outcome the Council eventually pursued Court action against Maunders Homes for breach of a planning

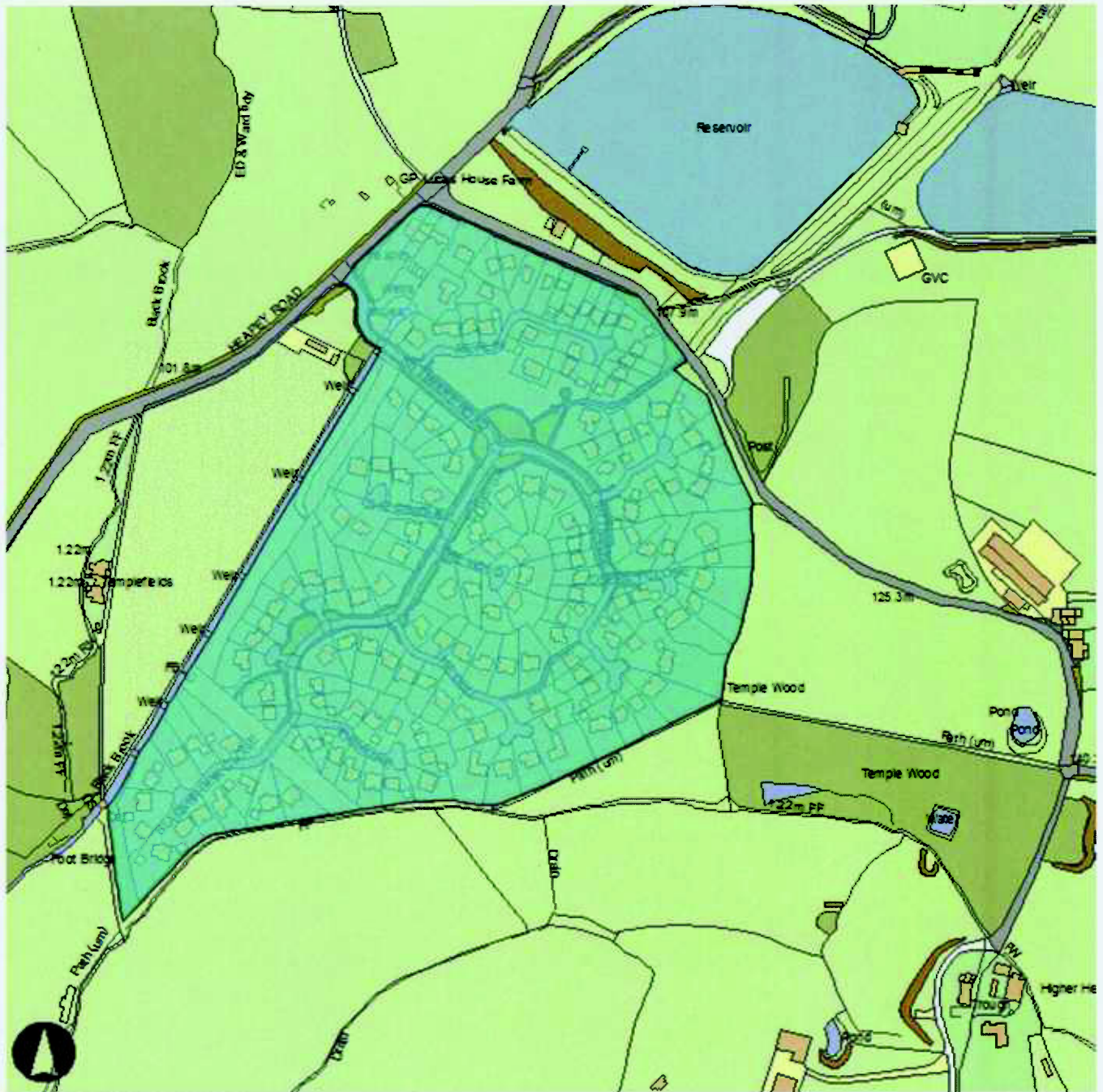
condition. A maximum fine of £1,000 and costs was imposed against the developer in December 1998. An agreed alternative compensatory landscape scheme was put in place.

**PUBLIC OPEN SPACE AND LEISURE FACILITIES ON FORMER HEAPEY WORKS**

**To follow from People and Places Team**



# Former Heapey Works/Kittiwake

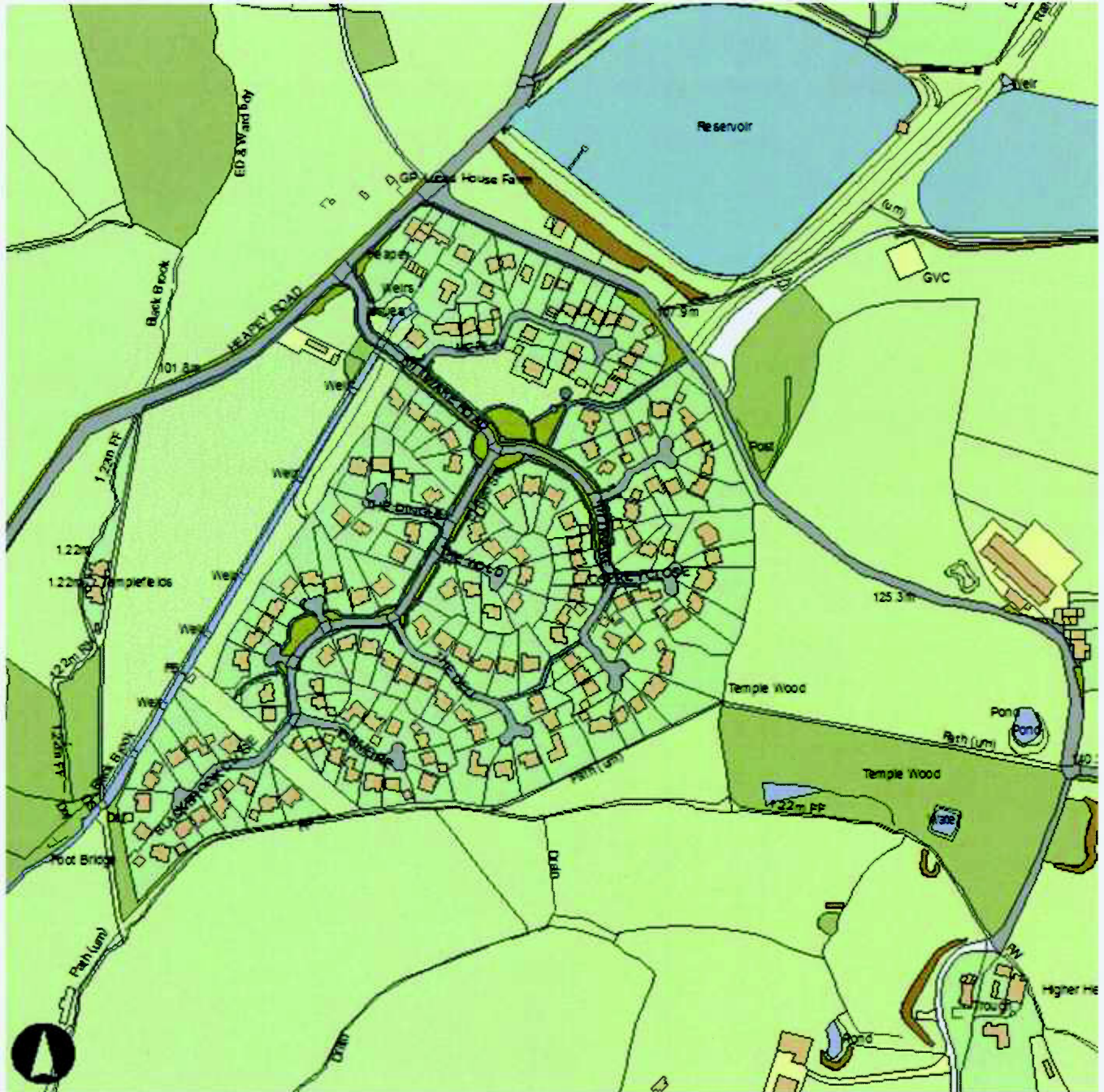


**91/00628/FULMAJ (1)**  
 Planning Applications (1)

REFVAL	SHAPE	MAP_X	MAP_Y	LATITUDE	LONGITUDE	OBJECTID
91/00628/FULMAJ	Polygon	Null	Null	Null	Null	29498

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**91/00628/FULMAJ (1)**

Planning Applications (1)

REFVAL	SHAPE	MAP_X	MAP_Y	LATITUDE	LONGITUDE	OBJECTID
91/00628/FULMAJ	Polygon	Null	Null	Null	Null	29498

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# CHORLEY Borough Council

## PLANNING PERMISSION



Town and Country Planning Act 1990

Name and address of applicant

Ainscough Metals,  
265 Mossy Lea Road,  
Wrightington,  
WN6 9RS.

Name and address of agent (if any)

Smith Farmer Thompson Associates Ltd.,  
Chartered Architects,  
1 Ashfield Road,  
CHORLE  
PR7 1LH.

### Part I - Particulars of application

Date of application:

12th July, 1991.

Application no.

9/91/628

Particulars and location of development:

Residential development (147 dwellings) and conversion of existing building to restaurant with associated car parking, Former Heapey Works, Heapey Road/Higher House Lane, Heapey, CHORLEY.

### Part II - Particulars of decision

The Chorley Borough Council hereby give notice in pursuance of the Town and Country Planning Act 1990 that planning permission has been granted for the carrying out of the development referred to in Part I hereof in accordance with the application plans submitted subject to the following conditions:

1. The development must be begun not later than the expiration of five years from the date of this permission.
2. Before development hereby permitted is first commenced full details of existing and proposed site levels and proposed slab levels shall be submitted to and approved in writing by the Local Planning Authority.

The reasons for the conditions are:

1. Required to be imposed pursuant to section 92 of the Town and Country Planning Act 1990.

see continuation sheet B

Signed:

Date:

19th July, 1993.

J.R. Taylor MA(Hons) Dip TP, MRTPI

Director of Technical Services, Council Offices, Gillibrand Street, Chorley, Lancashire, PR7 2EL

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

# CHORLEY Borough Council



## PLANNING PERMISSION

Town and Country Planning Act 1990

Continuation Sheet no. 1 of 4

Application no. 9/91/628

Date of Decision: 19th July, 1993.

Conditions Cont ....

3. Before the development hereby permitted is first commenced full details of all elevations to all buildings (including dwellings, garages and other structures) shall be submitted to and approved in writing by the Local Planning Authority.
4. Notwithstanding the details submitted the roofing materials to "The Lostock" house type shall be submitted to and approved in writing by the Local Planning Authority before the development hereby permitted is first commenced.
5. Before the development hereby permitted is first commenced that length of Heapey Road between its junction with Higher House Lane and the commencement of the present street lighting installation shall be fully lit in accordance with a scheme to be prior approved in writing by the Local Planning Authority.
6. Before the development hereby permitted is first commenced a scheme of structure landscape planting, as outlined on Plan No.Y.AM.01:01(A) shall be fully implemented (except as may otherwise be agreed in writing with the Local Planning Authority) in accordance with details to be prior agreed in writing with the Local Planning Authority.
7. Before the development hereby permitted is first commenced full details of the laying out and equipping of all play areas and phasing of implementation shall be submitted to and approved in writing with the Local Planning Authority.
8. The permission hereby granted relates to the site layout plan drawing no. Y.AM.01:01(A) received on 9th December 1991, and the details of dwelling types, received on 12th July, 1991.
9. Surface water must drain separate from the foul and no surface water will be permitted to discharge to the foul sewerage system.
10. No development shall take place until details of the proposed surface water drainage arrangements have been submitted to and approved by the Local Planning Authority in writing.
11. Garage accommodation and/or parking space adequate for not less than 2 cars to be parked clear of the highway shall be provided within the curtilage of each dwelling prior to its first occupation, in accordance with the submitted plans, and kept freely available for use as such thereafter. Notwithstanding the provisions of the General Development Order 1988, or any subsequent Order revoking or re-enacting the Order, no development which would reduce this minimum provision shall take place except following the express grant of planning permission.

# CHORLEY Borough Council



## PLANNING PERMISSION

Town and Country Planning Act 1990

Continuation Sheet no. 2 of 4

Application no. 9/91/628

Date of Decision: 19th July, 1993.

Conditions Cont ....

12. No site clearing works or development shall take place until there has been submitted to and approved by the Local Planning Authority in writing a scheme of landscaping, which shall include indications of all existing trees and hedgerows on the land, and details of any to be retained, together with measures for their protection in the course of development.

13. All planting, seeding or turfing comprised in the approved details of landscaping shall be carried out in the first planting and seeding seasons following the occupation of the 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, unless the Local Planning Authority gives written consent to any variation.

14. No development shall take place until samples of facing materials have been submitted to and approved by the Local Planning Authority.

15. Notwithstanding the provisions of the Town and Country Planning General Development Order 1988 there shall not at any time in connection with the development hereby permitted, be erected or planted, or allowed to remain, upon the land hereinafter defined, any building, wall, fence, hedge, tree, shrub or other device.

The visibility splay to be the subject of this condition shall be that land in front of a line drawn from a point 4.5m measured along the centre line of the access road from the continuation of the nearer edge of the carriageway of Heapey Road to points measured 120m in each direction along the nearer edge of the carriageway of Heapey Road from the centre line of the access, and shall be constructed and maintained at footway/verge level in accordance with a scheme to be agreed by the Local Planning Authority in conjunction with the Highway Authority.

16. Notwithstanding the provisions of the Town and Country Planning General Development Order 1988 there shall not at any time in connection with the development hereby permitted, be erected or planted, or allowed to remain, upon the land hereinafter defined, any building, wall, fence, hedge, tree, shrub or other device.

The visibility splay to be the subject of this condition shall be that land in front of a line drawn from a point 4.5m measured along the centre line of the proposed road from the continuation of the nearer edge of the carriageway of Higher House Lane/Heapey Road to a point measured 120m in a southerly direction along the nearer edge of the carriageway of Heapey Road, from the intersection of the centre line of Higher House Lane.

17. There should be no vehicular access to the site other than via the proposed estate road junction with Heapey Road.

# CHORLEY Borough Council



## PLANNING PERMISSION

Town and Country Planning Act 1990

Continuation Sheet no. 3 of 4

Application no. 9/91/628

Date of Decision: 19th July, 1993.

### Conditions Cont ....

18. No dwelling shall be occupied until that part of the service road which provides access to it has been constructed in accordance with the approved plans.

19. The existing junction to Heapey Road shall be reinstated by continuing the footway and kerbing through the full frontage and providing a 2 metre wide footway along the frontage, prior to the first occupation of any dwelling.

20. Before the development hereby permitted is first commenced a fully detailed sub-soil survey to investigate the presence of landfill gas and contaminated land on the whole of the site has been carried out, and the results of that survey and the remedial measures required have been submitted to and agreed in writing by the Local Planning Authority. The remedial measures required to deal with any areas affected by landfill gas or toxic waste contamination shall, likewise, be undertaken before any development takes place.

21. Forward visibility for at least 70 metres shall be provided across the bend along the frontage with Higher House Lane, i.e. where the existing footway terminates, so that nothing above one metre high obstructs the site line across the bend.

22. A 2 metres wide verge should be provided along the site frontage with Higher House Lane, where no footway exists at present.

23. Before the development hereby permitted is first commenced full details of the treatment of all existing walls and proposed walls and fencing to the periphery of the site and facing proposed internal vehicular and pedestrian ways shall be submitted to and approved in writing by the Local Planning Authority.

24. Before the conversion of the existing building to a restaurant is first commenced full details of the scheme of conversion, including any external alterations to the building, shall be submitted to and approved in writing by the Local Planning Authority.

### Reasons Cont ....

2. To secure a satisfactory form of development having regard to varied site levels.

3. To ensure all buildings are of an appropriate design.

4. To ensure the dwelling is of an appropriate appearance to the locality.

5. In the interests of highway safety.

6. In the interests of the visual amenities of the area.

7. To ensure appropriate provision of play areas.

# CHORLEY Borough Council



## PLANNING PERMISSION

Town and Country Planning Act 1990

Continuation Sheet no. 4 of 4

Application no. 9/91/628

Date of Decision: 19th July, 1993.

Reasons Cont ....

8. To define the permission.
9. To secure proper drainage. 10. To prevent flooding.
11. To ensure adequate garaging/off street parking provision is made/maintained and thereby avoid hazards caused by on-street parking.
12. 13. and 14. In the interest of the appearance of the locality.
15. 16. and 17. In the interests of highway safety.
18. In the interest of road safety.
19. In the interests of highway safety and to secure a satisfactory form of development.
20. To ensure that the site is reclaimed in a satisfactory manner and will be capable of safe development for housing.
21. and 22. In the interests of highway safety.
23. In the interests of the visual amenities of the area.
24. To ensure a satisfactory scheme of conversion and in the interests of the visual amenities of the area.

### NOTES:

Your attention is drawn to the Section 106 Legal Agreement related to this development.

The responsibility and liability for safe development of the site for housing and secure occupancy of the site rests with the developer and/or the landowner.

IP 5106 BEAZERHEAP.

LF398

THIS AGREEMENT is made the *twenty-ninth* day of *October*  
One thousand nine hundred and ninety-*six* B E T W E E N CHORLEY BOROUGH  
COUNCIL of the Town Hall Chorley Lancashire (hereinafter called "the Council")  
of the one part and BEAZER HOMES (STOCKPORT) LIMITED of Stockport Road Cheadle  
Heath Greater Manchester (hereinafter called "the Landowner") of the second  
part

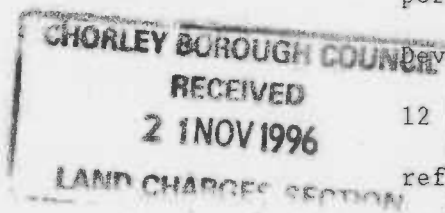
Recitals

1. The Council is the local planning authority for the purposes of the Act for the area within which the Site is located
2. The Landowner is the freehold owner of the whole of the Site
3. The Landowner has submitted the Application to the Council and the Council is concerned to ensure that any development of the Site is carried out in a proper manner and that the Landowner will make appropriate provision in relation to open spaces and play areas
4. The parties have agreed to enter into this Deed with the intention that the obligations contained in this Deed may be enforced by the Council against the Landowner or any person or persons deriving title from him

Definitions and Interpretation

1. In this Deed unless the context requires otherwise the following words and expressions have the respective meanings as set out opposite to them:-

- |                       |  |
|-----------------------|--|
| 1.1 "the Act"         | the Town and Country Planning Act 1990 |
| 1.2 "the Application" | an application for planning            |
|                       | permission for the carrying out of the |



development made by the Landowner on  
12 July 1996 and carrying the  
reference 9/96/00489/FUL further  
details of which are contained in the  
First Schedule



- 1.3 "the Commencement Date" the date upon which the Development shall be commenced by the carrying out on the Site pursuant to the Planning Permission of a material operation as specified in Section 56(2) of the Act (but not including any operations relating to the demolition of any existing buildings or clearance of the Site)
- 1.4 "the Development" the development of the Site in accordance with the Planning Permission
- 1.5 "the Plan" the plan attached to this Agreement
- 1.6 "the Planning Permission" any planning permission which is granted in pursuance of the Application
- 1.7 "the Site" the freehold land shown for the purpose of identification only edged red on the Plan
- 1.8 "the Open Space" the areas of land shown for the purpose of identification only edged green on the Plan
- 1.9 The masculine feminine and neuter genders include each of the other genders and the singular includes the plural and vice versa
- 1.10 A reference to an Act of Parliament refers to the Act as it applies at the date of this Agreement
- 1.11 A reference to a clause or schedule is a reference to a clause or schedule contained in this Agreement
- 1.12 References to any party in this Agreement shall include the successors in title of that party

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

3. In so far as any of the covenants contained in this Deed 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 and all other enabling powers
4. The Council is the local authority by which the planning obligations contained in this Deed are enforceable
5. The covenants contained in this Agreement shall only come into effect on the Commencement Date unless otherwise specifically indicated in this Deed
6. No person shall be liable for any breach of the covenants restrictions or obligations contained in this Agreement occurring after he has parted with his interest in the Site or the part of the Site in respect of which such breach occurs
7. This Agreement shall cease to have effect if:-
  - 7.1 the Planning Permission shall be quashed revoked or otherwise withdrawn or modified prior to the Commencement Date or
  - 7.2 the Planning Permission shall expire prior to the Commencement Date or
  - 7.3 planning permission shall be granted subsequently and implemented for proposals incompatible with the Development or with the terms of this Agreement
8. The Landowner covenants with the Council to observe and perform the covenants set out in the Second Schedule in relation to the Development
9. The covenants on the part of the Landowner contained in this Agreement shall not be enforceable against individual purchasers or lessees of dwelling units forming part of the Development or against statutory undertakers in relation to any parts of the Site acquired by them for electricity sub-stations gas governor stations or pumping stations
10. This Agreement shall be registered as a Local Land Charge
11. Any disputes or differences arising between the parties with regard to their respective rights and obligations as to any matter or thing arising out of or in connection with this Agreement shall be referred to

the decision of a single arbitrator to be agreed by the parties or (failing agreement between them) to be nominated by the President for the time being of the Royal Institute of Chartered Surveyors and any such reference shall be deemed to be a submission to arbitration within the meaning of the Arbitration Acts 1996

12. Where any consent or approval is required under the terms of this Agreement such consent or approval shall not be unreasonably withheld or delayed

#### THE FIRST SCHEDULE

The erection of 24 detached dwellings at the site of the former Heapey Mill, Heapey Road, Heapey, Lancashire

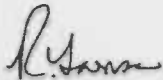
#### THE SECOND SCHEDULE

1. That no buildings shall be erected or land used as private gardens within the Open Space.
2. Before the Development is commenced full details of landscaping of and play/trim trail equipment to be provided within the Open Space shall be submitted to and approved in writing by the Director of Technical Services for the time being of the Council PROVIDED THAT the said approved scheme of landscaping shall be fully implemented prior to the substantial completion of building within the adjoining housing plots in the areas shown edged red in the Plan
3. That the Open Space laid out in accordance with Paragraph 2 shall thereafter be available for access by the public at all times
4. Before the development of any housing is commenced the Landowner shall enter into an agreement with the Council to ensure the maintenance of the Open Space which said agreement shall provide (inter alia) either for the payment of a commuted sum to the Council and for adoption of the Open Space by the Council or for similar provisions of a like effect

GIVEN under the Common Seal of)  
Chorley Borough Council in the)  
presence of:- )



Mayor



Borough Solicitor



18,750.  
Delegated Powers

THE COMMON SEAL of Beazer Homes  
(Stockport) Limited was hereunto  
affixed in the presence of:-

Director

Secretary

LEGGEN/0310SJ10

**FAIRVIEW FARM****PLANNING BACKGROUND**

Outline permission was granted in November 1999 for the residential development of Fairview Farm (land owned by Chorley Council) site various amendments to the scheme has resulted in an overall development of 205 dwellings completed as of April 2012.

Approximately 1.8ha of land at the southern end of the site was allocated for community and recreational uses with a Community Building and associated play area, football pitch and car park. The Council owned the whole site which was sold to Westbury Homes which became Persimmon Homes who developed the main part of the site. An area of 1.19ha was retained by the Council at the site and allocated for affordable housing provision. The Council worked with Places for People who are the Registered Social Landlord to provide the affordable housing on this site.

Principal developers Westbury Homes (NW) Ltd, Persimmon Homes, Places For People Group

**PLANNING APPLICATIONS**

Application: 98/00660/CO4

Regulation 4 outline application for residential development, associated open space and multi-functional community building,

Applicant: Chorley Borough Council

Date Decision Issued : 15/11/1999

Decision :Permit Outline Planning Permission

Application: 00/00056/FUL

Erection of 26 houses and 2 bungalows,

Applicant: North British Housing Association

Date Decision Issued : 24/01/2001

Decision :Application Withdrawn

Application: 01/00120/REM

Reserved matters application for 176 houses, multi-functional community building and five-a-side

pitch and all associated works,

Applicant: Westbury Homes (NW) Ltd

Date Decision Issued : 03/08/2001

Decision :Approve Reserved Matters

Application: 03/00062/FULMAJ

Substitution of houses on plots 88-122, with 26 dwellings instead of 34 dwellings,

Applicant: Westbury Homes (Holdings) Ltd

Date Decision Issued : 26/09/2003

Decision :Permit Full Planning Permission

Application: 03/00643/FUL

Erection of community centre, equipped play area, playing pitch, access road and carparking,

Applicant: Westbury Homes (Holdings) Ltd

Date Decision Issued : 01/08/2003

Decision :Permit Full Planning Permission

Application: 04/00629/FUL

Revision to Planning Permission 9/98/660/CO4 by modification of condition 4 to change public

open space (Area 6) from equipped play space to a landscaped park,

Applicant: Westbury Homes (Holdings) Ltd

Date Decision Issued : 18/12/2009

Decision :Permit Full Planning Permission

Application: 09/00714/FULMAJ

Erection of 37 affordable dwellings with external amenity space and off street parking at Fairview

Farm, Adlington

Applicant: Places For People Group

Date Decision Issued : 15/01/2010

Decision :Permit Full Planning Permission

### **SECTION 106 AGREEMENTS**

Chorley Borough Council and Westbury Homes (Holdings) Ltd. relating to land adjacent to Fair View Farm, Adlington Dated 12 November 1999

Blue Land to be laid out and landscaped for use as open space play area to satisfaction of CBC, after being laid out and landscaped not to restrict access. Landowner to transfer Blue Land to CBC within 3 months of completion of laying out. To pay CBC £78,000 to be used for maintenance of open space play area to be paid on commencement or construction of 76% of the number of dwellings approved under a reserved matters application.

Owner to build a suitable building for use by the local community in full compliance with applicable planning brief and scheme approved by CBC. Owner to pay £377,335 to CBC for the future maintenance of the building on the commencement of the 101 dwelling provided that more than 12 months have passed since the first transfer of any of the Site out of ownership of CBC.

Supplemental Agreement dated 22 August 2001

2nd Supplemental Agreement dated 7 September 2001

3rd Supplemental Agreement dated 5th December 2001

Supplemental Deed to Section 106 Agreement Chorley Borough Council and Westbury Homes (Holdings) Limited  
Dated 18th December 2009

£377,335 was received from the Developer for the future maintenance of the Community Centre received February 2007.

£78,000 was received from the Developer for future maintenance of the public open space received February 2007.

£60,000 was received from the Developer to be used towards Fairview Community Centre Play Space to be expended on the equipment at the play space at Fairview Community Centre received December 2009.

### **HIGHWAYS**

#### **Data taken from the Council's Land Charges Register**

Highways maintainable at public expense;

Adopted YES - THE AVENUE : CHORLEY ROAD TO DERBY PLACE - A

Adopted YES - FARM AVENUE : A673 CHORLEY ROAD TO END - A  
 Adopted YES - HIGHFIELD ROAD NORTH : CHESTER PLACE TO HOUSE 35 - A  
 Adopted YES - THE AVENUE : HOUSE 28 TO HOUSE 31 - A  
 Adopted YES - CHATSWORTH COURT : JUNCTION AT NUMBER 25 TO END AT  
 NUMBER 19 -

A

Adopted YES - HIGHFIELD ROAD NORTH : HOUSE 12 TO REAR 17 - A  
 Adopted YES - CHATSWORTH COURT : JUNCTION AT NUMBER 25 TO END AT  
 NUMBER 10 -

A

Adopted YES - BRADSHAW LANE: REAR OF HOUSE 26 CROSTON AVENUE TO DERBY  
 PLACE - A

Adopted YES - CHORLEY ROAD : BABYLON LANE TO RAWLINSON LANE - A

Adopted YES - ELLER BROOK CLOSE : HEATHFIELD TO END - A

Adopted YES - DERBY PLACE : THE AVENUE TO HOUSE 5 - A

Unadopted NO - FIELD ROSE COURT - X

Unadopted NO - FAIRVIEW DRIVE - X

Unadopted NO - BYRE VIEW - X

Unadopted NO - HAWTHORN COURT - X

Unadopted NO - FAIRVIEW DRIVE - X

Unadopted NO - BRADSHAW LANE - X

Unadopted NO - BROOK STREET - X

Unadopted NO - MEADOW VIEW - X

Unadopted NO - BARN VIEW - X

Unadopted NO - BRADSHAW LANE - X

Unadopted NO - MAYTREE COURT - X

#### **UNITED UTILITIES – AWAITING CONFIRMATION FROM UU**

Prior to October 2010 drainage lines on new development that were to be adopted by UU were usually limited to those lines within the road or main service pipes. Since October 2010 all drainage that is not for the sole use of one property would become subject to adoption (Section 104).

- Drainage scheme is forwarded to UU by developer and by LA Building Control/AI on receipt of application.
- On commencement of drainage works UU inspect major sewer lines(within road or main service lines).
- LA/AI inspect plot drainage (lateral drainage) for themselves under the Building Regs and on behalf of UU.
- LA/AI notify UU when each plots drainage is complete and satisfactory.
- UU pursue formal adoption of sewers.

The above has still yet to be implemented as the MBS (mandatory build standard) for drains has yet to be released from UU. This gives the minimum standards for the construction of drainage subject to adoption. It should have been published back in March 2012 for an April 2012 start. The last date I had been given was October 2012 but still waiting.

The above does not affect the operation of the Advanced Payment Code.

**ISSUES ARISING**

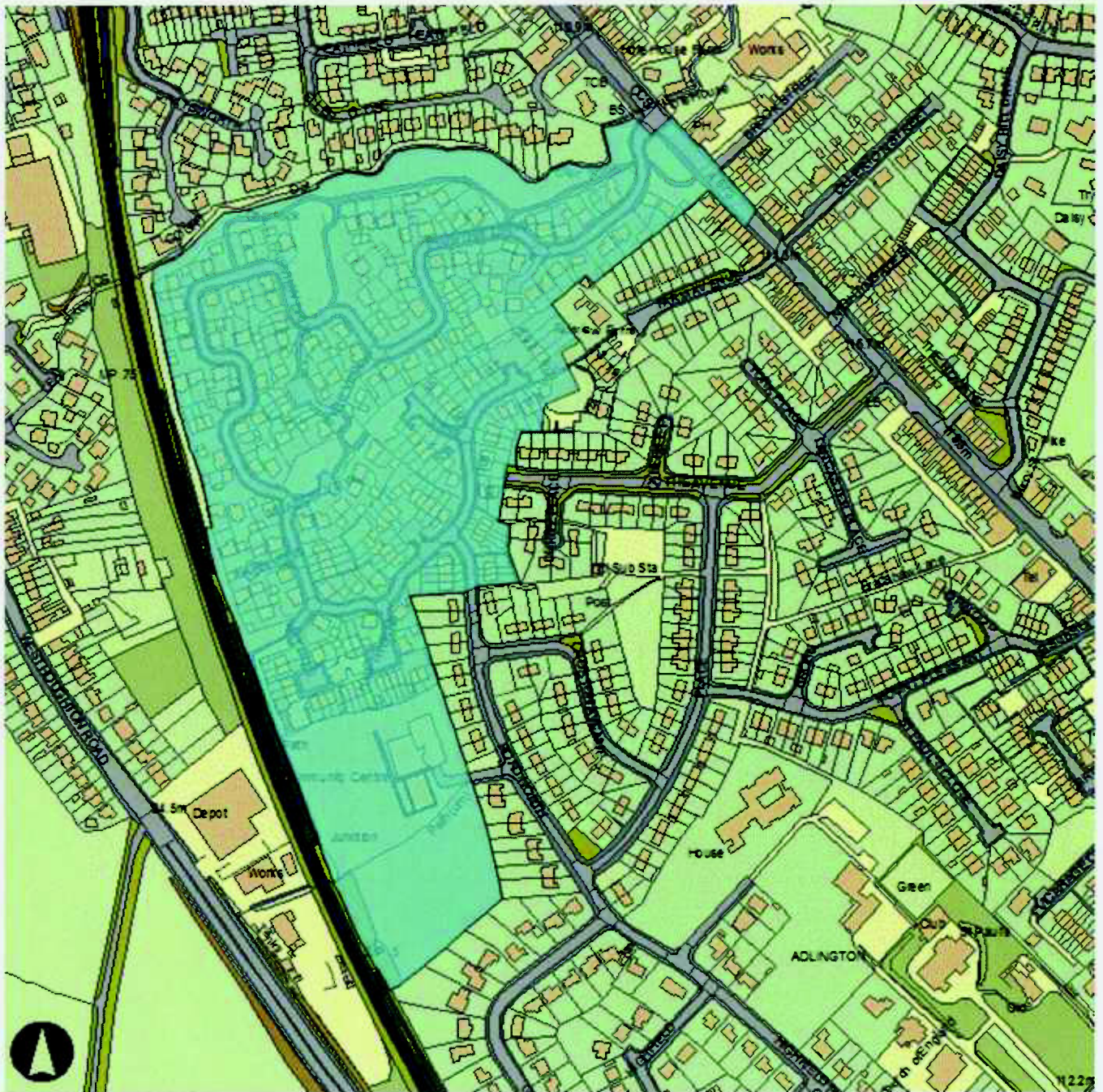
Westbury Homes (NW) Ltd entered into financial difficulties in the early 2000's to have it's property portfolio taken over by Persimmon Homes. This led to lengthy negotiations to ensure the release to the Council of the commuted sums due under the Section 106 Agreement finally resolved in 2009.

**PUBLIC OPEN SPACE AND LEAISURE FACILITIES ON FAIRVIEW FARM**

To follow from People and Places Team



# Fairview Farm



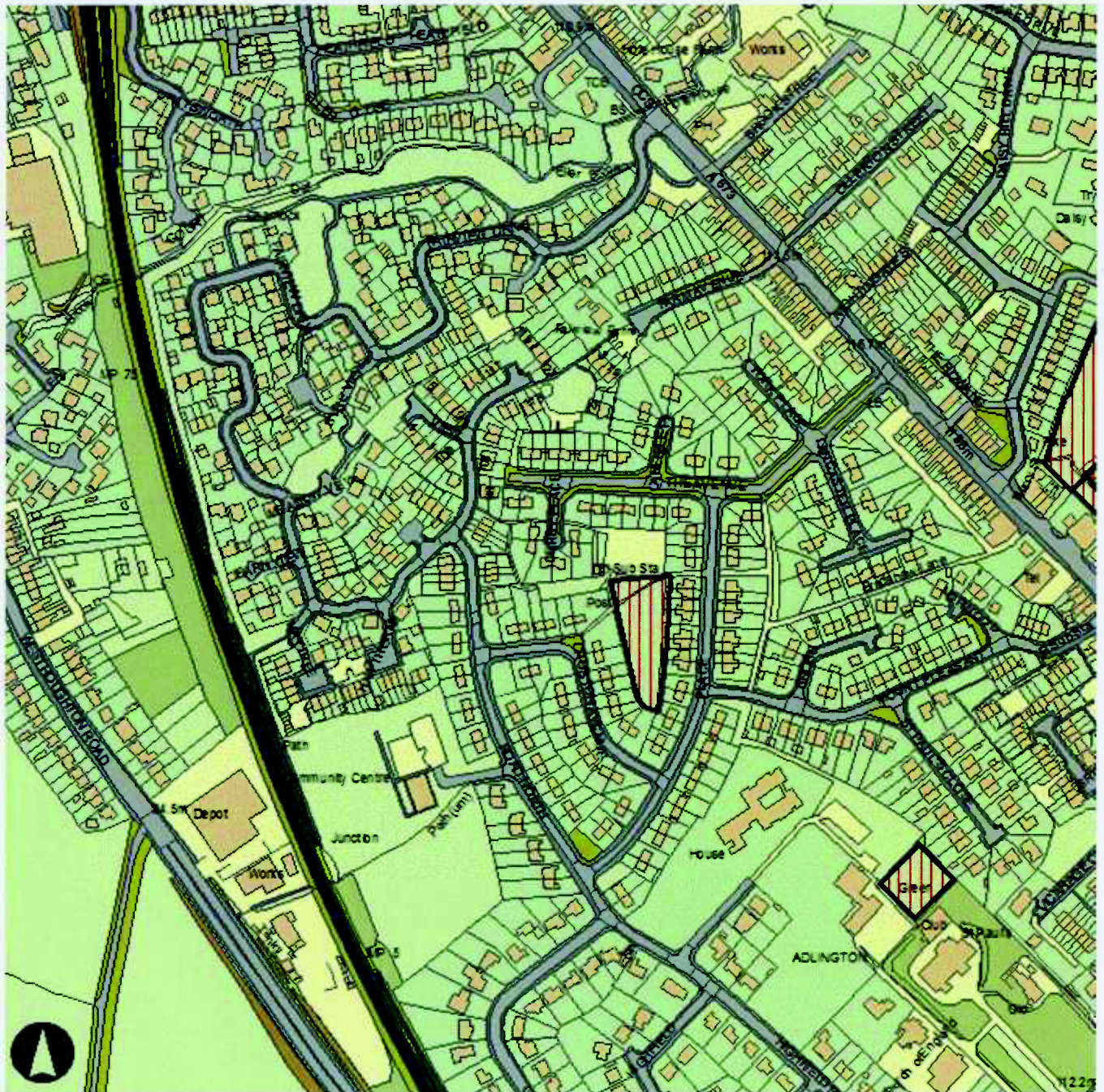
98/00660/CO4 (1)  
 Planning Applications (1)

REFVAL	SHAPE	MAP_X	MAP_Y	LATITUDE	LONGITUDE	OBJECTID
98/00660/CO4	Polygon	Null	Null	Null	Null	5063

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# Showing Playspace



98/00660/CO4 (1)

Planning Applications (1)

REFVAL	SHAPE	MAP_X	MAP_Y	LATITUDE	LONGITUDE	OBJECTID
98/00660/CO4	Polygon	Null	Null	Null	Null	5063

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# CHORLEY Borough Council



## OUTLINE PLANNING PERMISSION (FOR DEVELOPMENT OF LAND VESTED IN A PLANNING AUTHORITY WHICH IT DOES NOT ITSELF PROPOSE TO CARRY OUT)

Town and Country Planning Act 1990  
Town and Country Planning General Regulations 1992

### Applicant:

Chorley Borough Council.  
Per Agent

### Agent:

R P Hanscombe ARICS,  
Head Of Commercial Development; Chorley Borough Council; Council Offices, Gillibrand Street, Chorley, PR7 2EL

Application Number  
9/98/00660/CO4

Date Received  
23 September 1998

### The Development :

Regulation 4 outline application for residential development, associated open space and multi-functional community building,

### Location :

Land Adjacent Fair View Farm, (including Land Bounded By Chorley Road, Eller Brook, Railway Line And Housing On Grove Crescent, Highfield Road And Farm Avenue, Chorley Road, Adlington, Chorley, Lancashire

Chorley Borough Council (the Local Planning Authority) gives notice that it has resolved, for the purposes of Regulation 4 of the above regulations, that the development be carried out with **Outline Planning Permission**, subject to the following conditions -

1. Application for approval of the reserved matters must be made to the Council before the expiration of three years from the date of this permission and the proposed Development must be begun either before the expiration of five years from the date of this permission, or before the expiration of two years from the date of approval of the last of the reserved matters to be approved, whichever is the later.

*Reason: Required to be imposed by Section 92 of the Town and Country Planning Act 1990.*

2. The Development shall only be carried out in accordance with the approved plans, except as may otherwise be specifically required by any other condition of this permission or unless otherwise first agreed to in writing by the Local Planning Authority.

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

3. All applications for approval of reserved matters shall accord with the guidance contained in the approved Site Development Brief and be accompanied by-

a) An Noise Report - A survey of noise levels associated with the adjacent rail line; recommendations for the siting of houses; and a scheme for protecting the dwellings from noise; and

b) A Drainage Study - A survey and analysis/assessment of the catchment to the foul and surface water drainage system which outfalls through the site to demonstrate the performance of the system and associated watercourses in storm conditions and to prevent flooding, having regard to the constrained pass forward flows; and

- c) An Existing Vegetation Survey - A survey of all existing trees and hedgerows within and adjoining the site, their size, condition, amenity value, and proposals for their inclusion within the development; and
- d) Cycle Measures - Detailed measures for the safe and convenient movement of cycles from Chorley Road to Highfield Road North; and
- e) Landfill Gas Migration Measures - Detailed measures for the installation of a gas venting trench to the north, east and south boundaries of the former landfill site; and
- f) Public Open Space Maintenance Measures - Detailed measures for the long term management and maintenance of all public open space areas; and
- g) A Topographical Survey - A survey of existing ground levels across and adjoining the site.

*Reason: To ensure a satisfactory form of development, in the interests of the amenities and safety of future occupants, to ensure the retention of landscape features, to make provision for cyclists and to avoid flooding.*

4. Before the development hereby permitted is first commenced, full details of the following reserved matters (namely siting, design, external appearance of the buildings, and the landscaping of the site) shall be submitted to and approved in writing by the Local Planning Authority.

*Reason: The permission is in outline only.*

5. Before the development hereby permitted is first commenced full details of existing and proposed ground levels and proposed building slab 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 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.*

6. Before the development hereby permitted is first commenced, full details of the position, height and appearance of all fences and walls to be erected (notwithstanding any such detail shown on previously submitted plan(s)) 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. All fences and walls shown in the approved details shall have been erected in conformity with the approved details prior to substantial completion of the development.

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

7. Before the development hereby permitted is first commenced, full details of the position, height and appearance of all fences and walls to be erected to the site boundaries (notwithstanding any such detail shown on previously submitted plan(s)) shall have been submitted to and approved in writing by the Local Planning Authority. No building shall be occupied or land used pursuant to this permission before all walls and fences have been erected in accordance with the approved details, unless otherwise agreed in writing with the Local Planning Authority. Fences and walls shall thereafter be retained in accordance with the approved details at all times.

*Reason: To ensure a visually satisfactory form of development and to protect the amenities of occupiers of nearby property.*

8. No development shall take place until details of the proposed surface water drainage arrangements have been submitted to and approved by the Local Planning Authority in writing. No part of the development shall be occupied until the approved surface water drainage arrangements have been fully implemented.

*Reason: To secure proper drainage and to prevent flooding.*

9. Before the development hereby permitted is first commenced full details of the means of foul water drainage/disposal shall have been submitted to and approved in writing by the Local Planning Authority. No dwelling shall be occupied until the works for foul water drainage/disposal have been completed in accordance with the approved details.

*Reason: To ensure proper drainage of the development.*

10. Before the development of the Community Building hereby permitted is first commenced, full details of the measures to be incorporated into the development to prevent the ingress of landfill gas shall be submitted to and approved in writing by the Local Planning Authority. The Community Building shall only be constructed in accordance with the approved scheme of landfill gas ingress prevention measures.

*Reason: To protect occupiers from the ingress of landfill gas.*

11. No dwelling with access from Highfield Road North shall be occupied until traffic calming measures have been completed on Highfield Road and Highfield Road North in accordance with the approved Plan 6, or in accordance with such other scheme of traffic calming measures of these roads approved in writing by the Local Planning Authority, and improvements made to the junction of Railway Road and Highfield Road in accordance with a scheme to be prior agreed in writing with the Local Planning Authority.

*Reason: In the interests of highway safety.*

12. No vehicular access shall be provided between the 'Affordable Housing Parcel', accessed off The Avenue, and the remainder of the development.

*Reason: In the interest of highway safety*

13. All planting, seeding or turfing proposed within the curtilage of a dwelling and comprised in the approved landscaping reserved matters, shall be carried out in the first planting and seeding seasons following occupation of that dwelling. Any trees or plants which within a period of 5 years from occupation of the dwelling die, are removed or become seriously damaged or diseased shall be replaced in the next planting season with others of similar size and species, unless the Local Planning Authority gives written consent to any variation.

*Reason: In the interest of the appearance of the locality.*

14. Prior to the commencement of the development a scheme for the phased carrying out of all proposed planting, seeding or turfing (other than within the curtilage of a dwelling) shall be submitted to and approved in writing by the Local Planning Authority. Thereafter, all planting, seeding or turfing shall be carried out in accordance with the approved scheme. Any trees or plants which within a period of 5 years from planting die, removed or become seriously damaged or diseased shall be replaced in the next planting season with others of similar size and species, unless the Local Planning Authority gives written consent to any variation.

*Reason: In the interest of the appearance of the locality.*

15. The existing soil levels around the base of the trees to be retained shall not be altered.

*Reason: To safeguard the trees to be retained.*

16. During the construction period, all trees to be retained shall be protected by a chestnut palisade fence of minimum height 1 metre placed at a distance from the tree trunk equivalent to the crown spread of the trees, or as may otherwise be first agreed in writing with the Local Planning Authority. No construction materials, spoil, rubbish, vehicles or equipment shall be stored or tipped within the area(s) so fenced. All excavations within the area so fenced shall be carried out by hand.

*Reason: To safeguard the trees to be retained.*

17. The development hereby permitted shall not commence until full details of the colour, form and texture of all external facing materials to the proposed building(s) (notwithstanding any details shown on the previously submitted plan(s) and specification) have been submitted to and approved in writing by the Local Planning Authority. The development shall only be carried out using the approved external facing materials.

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

18. No dwelling identified in the 'Noise Report' (referred to in condition 3) as requiring protection from noise shall be occupied until measures to protect the dwelling from noise have been completed in full in accordance with the approved scheme.

*Reason: In the interests of the amenities of future occupiers.*

19. No development shall take place until a scheme for the provision of public open space (including a 5-a-side football pitch) and play areas has been submitted to and approved in writing by the Local Planning Authority.

The scheme to be submitted to include full details of all play and other equipment to be provided.

*Reason: To ensure adequate provision for public open space and play areas within the development.*

20. Before the development hereby permitted is first commenced, full details of the phasing of provision and equipping of public open space and play areas shall have been submitted to and approved in writing by the Local Planning Authority. The provision and equipping of such areas to be thereafter carried out in strict accordance with the approved details.

*Reason: To ensure adequate provision for public open space and play areas within the development.*

21. Any application for approval of reserved matters shall include details of the access to the site from Chorley Road, in accordance with the principles included in Plan FF3, and provision made for the relocation of bus stopping places on Chorley Road, the replacement of the bus shelter on the west side of Chorley Road, and residents' parking bays on both sides of Chorley Road. No dwelling with access through the development site from Chorley Road shall be occupied until the site access junction with Chorley Road and associated works have been completed in full in accordance with the scheme to be approved.

*Reason: In the interests of highway safety.*

22. Before the development hereby permitted is first commenced a scheme for the provision of bat access holes within specified dwellings shall have been submitted to and approved in writing by the local Planning Authority. Thereafter, no specified dwelling shall be occupied until the bat access holes have been provided in accordance with the approved scheme.

*Reason: In the interests of nature conservation.*

23. No vehicular access shall be provided from between nos. 15 and 17 Highfield Road North to any part of the development other than the Community Building and associated car parking area.

*Reason - In the interests of highway safety.*

24. No dwelling shall be erected within 50 metres of any measures installed to prevent the migration of landfill gas from the former landfill site.

*Reason: In the interests of the safe occupancy of the development.*

25. Before the commencement of the development an approval to all reserved matters for the Community Building shall have been granted by the Local Planning Authority. The Community Building shall have been erected and made available for use, together with the associated car parking area and a minimum of 7 cycle parking stands, prior to the occupation of 100 dwellings.

*Reason - To ensure the availability of adequate community facilities in accordance with Policy P11 of the adopted Chorley Borough Local Plan.*

26. No dwelling or any part of its curtilage shall be erected or provided within 8 metres of the adjoining watercourse, Eller Brook.

*Reason: To ensure adequate provision is made for access to the watercourse.*

**Please note:** Your attention is drawn to the contents of the enclosed letter dated 12.10.98 from British Coal.

**Please note:** Your attention is drawn to the importance of 'Preventing Crime by Design'. Advice on aspects of security is available from the Crime Prevention Officer at Chorley Police Station, Chorley (01257) 269021. The Lancashire Constabulary also operate a 'Secured by Design' initiative. Details of the scheme and how house builders may seek approval under it, may be obtained from the Community Affairs Department, Police HQ, P.O. Box 77, Hutton, Preston, Lancashire, PR4 5FB. (Telephone: 01772 614444).

**Please note:** You are informed that the responsibility for safe development and secure occupancy of the site rests with the developer. The Local Planning Authority has determined the application on the basis of the information submitted, but this does not mean that the site is free from contamination.

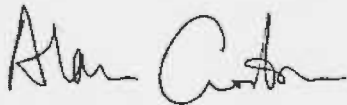
**Please note:** This consent requires the construction, improvement or alteration of an access to the public highway. Under the Highways Act 1980 Section 184, the County Council as Highway Authority must specify the works to be carried out. Only the Highway Authority or a contractor approved by the Highway Authority can carry out these works and therefore, before any access works can start, you must contact the Environment Directorate for further information by telephoning Janet Rigby (01772 264584) or writing to the Director of Environment, P O Box 9, Guild House, Cross Street, Preston, PR1 8RD quoting the planning application number.

**Please note:** You are advised to separately contact the Head of Engineering and Transportation, (Council Offices, Gillibrand Street, Chorley, Lancs. PR7 2EL - tel: 01257 515256) regarding arrangements for entering into an adoption agreement with the Highway Authority under the provisions of Section 38 of the Highways Act.

**Please note:** The site is crossed by a number of public footpaths. The grant of planning permission does not entitle a developer to obstruct or stop up a right of way.

**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.

Signed:



Date:

15 November 1999

Alan D Croston BA (Hons) MRTPI MIMgt,  
Head of Planning Services, Council Offices, Gillibrand Street, Chorley, Lancashire, PR7 2EL

**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.**

ID S106 FAIRVIEW

L & D

THIS DEED is made the 12 November 1999

BY CHORLEY

BOROUGH COUNCIL of the Town Hall, Market Street, Chorley, Lancashire ("the Owner")



Recitals

1. The Owner is the freehold owner of the Site
2. The Owner considers that certain planning obligations should be entered into in respect of the Site
3. The Owner intends that the promises in this agreement should be enforceable by the Local Planning Authority against any subsequent owner of any of the Site

The Operative Part

1. These expressions have the meanings set out against them:

<i>the Act</i>	the Town and Country Planning Act 1990, as amended
<i>the Commencement Date</i>	the date on which the Development is begun as established in accordance with subsections 56 (2) and (3) of the Act but disregarding paragraph (aa) of subsection 56 (3)
<i>the Development</i>	development of the Site in accordance with the Planning Permission
<i>The Local Planning Authority</i>	The Owner acting in its capacity as local planning authority and not as owner of the Site
<i>the Plan</i>	the plan attached to this agreement
<i>the Planning Permission</i>	the planning permission granted as a result of an application for outline



planning permission for residential development, associated open space and multi-functional community building made by the Owner on 23 September 1998 given the reference 9/98/00660/CO4

*the Site*

the land adjacent to Fair View Farm, Adlington, Lancashire shown edged red on the Plan

- 2 References to the Owner in its capacity as owner of the Site include its successors in title
- 3 This deed is made under section 106 of the Act and the covenants in it are intended to be planning obligations
- 4 If any covenant in this agreement is not a planning obligation it is made under the powers in section 111 of the Local Government Act 1972 and any other powers which enable the Owner to enter into it
- 5 The Local Planning Authority is the local planning authority by which the planning obligations in this agreement are enforceable
- 6 The covenants contained in this agreement will come into effect on the Commencement Date unless this deed says otherwise
- 7 No person will be held responsible for any breach of any covenant in this deed if the breach happens after that person has parted with his interest in the part of the Site where the breach occurs
- 8 This deed will no longer have effect if:

- 8.1 the Planning Permission expires or is quashed, revoked or otherwise withdrawn or modified before the Commencement Date, or
- 8.2 after the date of this deed, the Site is lawfully developed in a way which makes it impractical for the Planning Permission to be implemented
- 9 The Schedule will have effect
- 10 The covenants in this deed are not enforceable against any individual who has bought a house or flat which has been built on the Site or against any statutory undertaker in respect of any part of the Site occupied by it for the purpose of its undertaking
- 11 This deed may be registered as a local land charge
- 12 Any dispute or difference in connection with this deed are to be referred to a single arbitrator appointed (in the absence of agreement between the parties to the dispute or difference) by the president for the time being of the Royal Institute of Chartered Surveyors and any such reference will be deemed to be a submission to arbitration within the meaning of the Arbitration Act 1996
- 13 Where this deed provides for any consent or approval to be given, such consent or approval is not to be unreasonably withheld or delayed

## **THE SCHEDULE**

### **Part 1**

#### **Public open space**

- 1 The Landowner will lay out and landscape the Blue Land for use as public open space in accordance with British Standard BS4428 and in full compliance with any scheme approved by the Council by the grant of the Planning Permission or under any condition attached to the Planning Permission
- 2 Not to use the Blue Land except as public open space for the amenity of occupiers of the Site and the public in general
- 3 After the Blue Land has been laid out and landscaped as required by paragraph 1, not to restrict public access to the Blue Land.
- 4 To maintain the Blue Land in accordance with British Standard BS4428 for one year following the completion of the work required under paragraph 1.
- 5
  - 5.1 On completion by the Landowner of the laying out and landscaping of the Blue Land to the satisfaction of the Council the Council covenants that it will adopt and thereafter maintain the Blue Land and will (subject to sub-paragraph 5.2) accept a transfer of that land from the Landowner within three months from completion of such laying out and landscaping at no consideration and covenant in the transfer to use the Blue Land for the purpose of public open space only and for no other purpose whatsoever
  - 5.2 The Council will not be obliged to take a transfer of the Blue Land unless it is satisfied that the transfer makes provision for all the rights (including

easements and covenants on the part of the Owner) which the Council requires in order to maintain the Blue Land as public open space

- 6 “The Blue Land” means that part of the Site shown edged Blue on a plan to be submitted not later than the date of the first application for approval of reserved matters under the Planning Permission by the Landowner and which has been approved by the Council.

7

7.1 No development consisting of the commencement or construction of a dwelling will take place on the Site, subject to the exception set out in sub-paragraph 7.2, unless £78,000 has been paid to the Council by the Landowner, with the intention that the money is used for the maintenance of land within the Site as public open space

7.2 Sub-paragraph 7.1 will not prevent commencement or construction of any dwelling which is commenced at any time while fewer than  $x$  dwellings have been commenced, where  $x$  is the number of dwellings equivalent to 75% of the number of dwellings approved under a reserved matters application consequent upon the Planning Permission.

- 8 Once the Landowner has fulfilled his obligations under part 1 of this schedule the Council will maintain the Blue Land in accordance with British Standard BS 4428 for use as public open space

Part 2

Affordable Housing

9

- 9.1 No development consisting of the commencement or construction of a dwelling will take place on the Site, subject to the exception set out in sub-paragraph 9.3, unless the condition in paragraph 9.2 has been met.
- 9.2 The condition referred to in paragraph 9.1 is that the land coloured green on the Plan has been provided with the appropriate services and connections in appropriate capacities to make the whole of it immediately available for affordable housing development; and for the purposes of this paragraph those services are electricity, foul and surface water drainage, water, telephone and gas.
- 9.3 Sub-paragraph 9.2 will not prevent commencement or construction of any dwelling which is commenced while 100 or fewer dwellings on the Site have been commenced and within three months of the Commencement Date.

Part 3

Community Building

10 Unless this paragraph has been disapplied by paragraph 11:

- 10.1 No development consisting of the commencement or construction of a dwelling will take place on the Site, subject to the exception set out in sub-

paragraph 10.3, unless both of the conditions in paragraph 10. 2 have been met.

10.2 The conditions referred to in paragraph 10.1 are:

10.2.1 The Owner has built a suitable building for use by the local community to the satisfaction of the Local Planning Authority and in full compliance with any applicable planning brief and any scheme approved by the Local Planning Authority by the grant of the Planning Permission or under any condition attached to the Planning Permission; and

10.2.2 The Owner has paid £377,335 to the Local Planning Authority, with the intention that the money is used for the future maintenance of the building referred to in paragraph 10.2.1

10.3 Sub-paragraph 10.1 will not prevent commencement or construction of any dwelling which is commenced at a time when both of the following circumstances exist:

10.3.1 100 or fewer dwellings on the Site have been commenced; and

10.3.2 less than twelve months has passed since the first transfer of any of the Site out of the ownership of Chorley Borough Council following the completion of this deed

11 Paragraph 10 will not apply during any time when all of the following circumstances exist:

- 11.1 The Owner has notified the Council that it is of the opinion that the Council has prevented it from fulfilling its obligations under paragraph 10 by unreasonably failing to provide necessary licences or consents (other than planning permissions), unreasonably failing to enter into building or other agreements, or otherwise unreasonably acting or omitting to act;
- 11.2 The Owner has given the Council written notice of the acts or omissions of the Council which the Owner considers have prevented it from fulfilling its obligations under paragraph 10 and the Council has not rectified them to the satisfaction of the Owner within 28 days of it receiving the notice;
- 11.3 The Owner has referred the matter to arbitration under clause 12 of this agreement;
- 11.4 The arbitrator has ruled that the Council has prevented the Owner from fulfilling its obligations under paragraph 10 by unreasonably failing to provide necessary licences or consents (other than planning permissions), unreasonably failing to enter into building or other agreements, or otherwise unreasonably acting or omitting to act; and
- 11.5 The Council has not acted to rectify the defaults that the arbitrator has ruled to exist.

#### Part 4

#### Transport Contribution

- 12 No development will take place on the Site unless the Owner has paid £7,500 to the Local Planning Authority, with the intention that the money is used for improvements to Adlington railway station (including the pedestrian route from the Site) or other transport improvement works within the Adlington area.

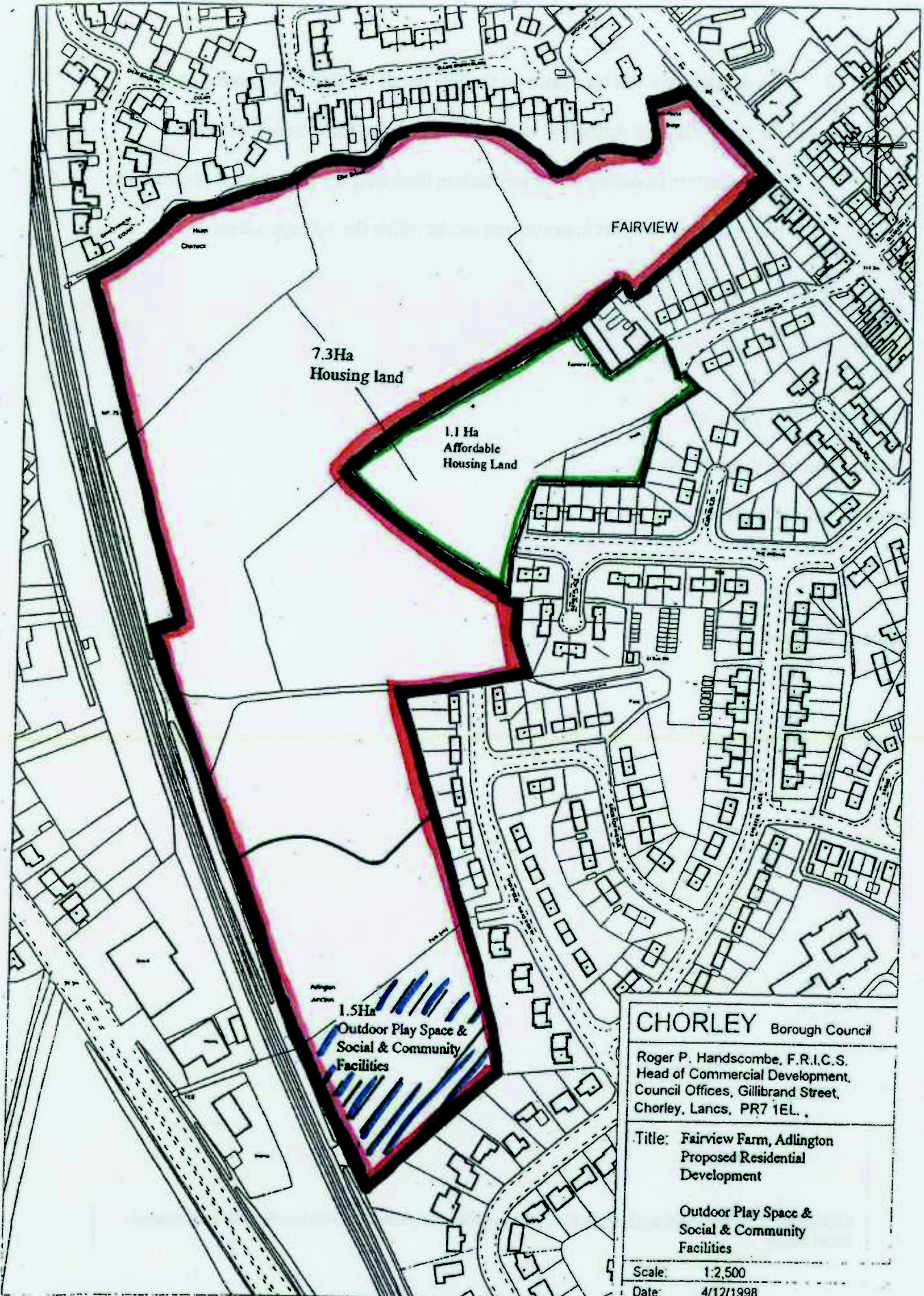
THE COMMON SEAL of

Chorley Borough Council was

hereunto affixed in the presence of

Borough Solicitor



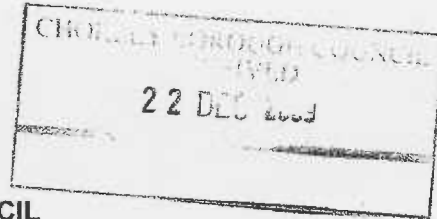


DATED

18 December

2009

BETWEEN



CHORLEY BOROUGH COUNCIL

and

WESTBURY HOMES (HOLDINGS) LIMITED

SUPPLEMENTAL DEED TO SECTION 106 AGREEMENT

Andrew Docherty  
Corporate Director (Governance)  
Chorley Borough Council  
Town Hall  
Chorley  
Lancashire  
PR7 1DP

**THIS SUPPLEMENTAL DEED OF AGREEMENT** is made this 18 day of December 2009 between **CHORLEY BOROUGH COUNCIL** of Town Hall Market Street Chorley Lancashire PR7 1DP (hereinafter called "the Council") of the first part and **WESTBURY HOMES (HOLDINGS) LIMITED** whose registered office is situate at Persimmon House, Fulford, York YO19 4FE (hereinafter called "the Developer") of the second part as is supplemental to the Principal Deed (as hereinafter defined)

**WHEREAS**

- 1) The Council is the Local Planning Authority for the purposes of the Town and Country Planning Act 1990 for the area within the land shown edged red on the plan annexed to the Principal Deed (hereinafter called "the Site") is situate
- 2) By a deed dated 12 November 1999 (hereinafter called "the Principal Deed") and made pursuant to Section 106 of the Town and Country Planning Act 1990 and all other powers so enabling the owners of the Site agreed as therein provided to restrict and regulate the development of the Site and the obligations and other matters contained
- 3) The terms of the Principal Deed assured that development of the Site would be in accordance with the planning permission ("the Planning Permission") granted as a result of an application for outline planning permission for residential development, associated open space and multi-functional community building numbered by the Council 9/98/00660/C04
- 4) The Developer made an application to the Council for a revision to planning permission 9/98/660/C04 for modification of Condition Number 4 to change Area 6 Public Open Space from equipped play space to a landscaped park in the manner set out in the application and in the plans specifications and particulars deposited with the Council and forming part of the application and which has been numbered by the Council 04/00629/FUL (hereinafter called "the 2004 Application")
- 5) The Council is not disposed to grant planning permission pursuant to the 2004 Application otherwise than on the terms and in the manner hereinafter appearing and at the meeting of its Development Control Committee on 27 July 2004 it was resolved that subject to this Agreement for regulating the Development planning permission should be granted only subject to the conditions that are specified in the Second Schedule hereto

## 1. INTERPRETATION

“the Act”	the Town and Country Planning Act 1990
“Commencement of Development”	the date on which any material operation (as defined in Section 56(4) of the Act) forming part of the development begins to be carried out other than (for the purposes of this Deed and for no other purpose) operations consisting of site clearance, demolition work, archaeological investigations, investigations for the purpose of assessing ground conditions, remedial work in respect of any contamination or other adverse ground conditions, diversion and laying of services, erection of any temporary means of enclosure, the temporary display of site notices or advertisements and “Commence Development” shall be construed accordingly
“Fairview Community Centre Play Space Commuted Sum”	a financial contribution of £60,000.00 (sixty thousand pounds) towards the provision and equipping of play equipment at Fairview Community Centre Play Space
“Play Space Commuted Sum”	a financial contribution of £40,000.00 (forty thousand pounds) towards provision of equipped play space
“Development”	the development of the Site in accordance with the Planning Permission more particularly described in the First Schedule
“Interest”	interest at 3% per cent above the base lending rate of the Barclays Bank plc from time to time
“Plan”	means the plan attached to this Deed
“Planning Permission”	the full planning permission subject to conditions to be granted by the Council pursuant to the 2004 Application as set out in the Second Schedule
“the Westbury Land”	the land against which this Deed may be enforced (being part of the Site) as the same is registered at the Land Registry under title number LA903548 and is shown edged red on the attached plan but

excluding the parcels shown coloured green and the parcels shown edged green

## **2. CONSTRUCTION**

**In this Agreement when the context so requires:**

- 2.1 Where in this Deed reference is made to any clause, paragraph or schedule or recital such reference (unless the context otherwise requires) is a reference to a clause, paragraph or schedule or recital in this Deed
- 2.2 Words importing the singular meaning where the context so admits includes the plural and vice versa
- 2.3 Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed interchangeable in that manner
- 2.4 Wherever there is more than one person named as a party and where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and against each individually unless there is an express provision otherwise
- 2.5 Title headings to the clauses, schedules and appendices are for convenience only and shall not affect the interpretation of this Deed
- 2.6 Any reference to an Act of Parliament shall include any notification, extension or re-enactment of that Act for the time being in force and shall include all instruments, orders, plans regulations, permissions and directions for the time being made, issued or given under that Act or deriving validity from it
- 2.7 The Plan is annexed hereto for the purposes of identification only

## **3. LEGAL BASIS**

- 3.1 The Deed is made pursuant to Section 106 of the Act Section 111 of the Local Government Act 1972 and Section 2 of the Local Government Act 2000

- 3.2 The covenants, restrictions and requirements imposed upon the Developer under this Deed create planning obligations pursuant to Section 106 of the Act and are enforceable by the Council as local planning authority against the Developer

#### 4. **CONDITIONALITY**

This Deed is conditional upon:

- (i) the grant of the Planning Permission;

save for the provisions of Clause 8 legal costs clause which shall come into effect immediately upon completion of this Deed

#### 5. **COVENANTS**

- 5.1 The Developer and all other powers so enabling covenants with the Council to observe the restrictions and perform and comply with the obligations specified in the Third Schedule to the intent that they shall bind the Developer and each and every part of the Westbury Land
- 5.2 The Council covenants with the Developer to perform and comply with the obligations specified in the Fourth Schedule

#### 6. **AGREEMENT AND DECLARATIONS**

It is hereby agreed and declared that:

- 6.1 This Deed shall be registered in the Council's Register of Local Land Charges immediately on completion thereof and the Council will upon the written request of the Developer at any time after the obligations of the Developer under this Deed have been fulfilled issue written confirmation thereof and thereafter cancel all related entries in the Register of Local Land Charges
- 6.2 No person shall be liable for any breach of any of the planning obligations or other provisions of this Deed after it shall have parted with its entire interest in the Westbury Land but without prejudice to liability for any subsisting breach arising prior to parting with such interest
- 6.3 This Deed shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permission shall be quashed, revoked or otherwise withdrawn or without the

consent of the Developer it is modified by any statutory procedure or expires prior to the Commencement of Development

- 6.4 Nothing in this Deed shall prohibit or limit the right to develop any part of the Westbury Land in accordance with any planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Deed
- 6.5 Insofar as any clause or clauses of this Deed are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or enforceability shall not affect the validity or enforceability of the remaining provisions of this Deed
- 6.6 Any variation of this Deed agreed between the Developer and the Council in writing shall not vitiate the remainder of this Deed which shall remain in full force and effect subject to the amendment or amendments so agreed
- 6.7 Where any consent or approval is required under the terms of this Deed, such consent or approval shall not be unreasonably withheld or delayed
- 6.8 This Deed shall not be enforceable against individual purchasers or their mortgagees of dwellings constructed pursuant to the Planning Permission nor against those deriving title from them or statutory undertakers in relation to any parts of the Westbury Land acquired by them for electricity sub-stations, gas governor stations or pumping stations
- 6.9 No provisions of this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it
- 6.10 The covenants and obligations on the part of the Developer contained in this Deed shall only be enforceable in respect of land which is either under the control or within the ownership of the Developer
- 6.11 This Agreement shall be binding on successors in title and assigns

## **7. NOTICES**

- 7.1 All notices, demands or other written communications to or upon the parties pursuant to this Agreement shall be deemed to have been properly given or made if despatched by first class recorded delivery, letter to the party to which such notice, request, demand or other written communication is to be given or made under this Agreement and addressed as follows:

7.1.1 in the case of the Council to the Corporate Director of Governance to the Council;

7.1.2 in the case of the Developer to its company secretary at its registered office;

or such other address for service as shall have been previously notified to the other party

7.2 Any such notice, request or demand or other written communication shall be deemed to have been served as follows:

7.2.1 if posted recorded delivery at the expiration of 48 hours after the envelope containing the same was delivered into the custody of the postal authority within the United Kingdom

and in providing such service it shall be sufficient to prove that the envelope containing such notice, request, demand or other written communication was properly addressed and delivered into the custody of the postal authority in a pre-paid first class or recorded delivery envelope (as appropriate)

7.3 No waiver (whether expressed or implied) by the Council or the Developer of any breach or default in performing or observing any of the covenants terms or conditions of this Deed shall constitute a continuing waiver and no such waiver shall prevent the Council or the Developer from enforcing any of the relevant terms or conditions or for acting upon any subsequent breach or default

## **8. PAYMENT DUE AND VAT**

The Developer shall pay to the Council on completion of this Deed the reasonable legal costs of the Council incurred in the negotiation, preparation and execution of this Deed amounting to £500 inclusive of VAT

## **9. INTEREST ON ARREARS**

If any payment due under this Deed is paid late, interest will be payable from the date payment is due to the date of payment



**10. VAT**

All consideration given in accordance with the terms of the Deed shall be exclusive of any Value Added Tax properly payable

**11. JURISDICTION**

11.1 The Deed is governed by and interpreted in accordance with the law of England and Wales

11.2 It is hereby acknowledged that nothing in this Deed is intended to prevent the Council from exercising any function duty or discretion that is bound by statute so to do

**12. DISPUTE RESOLUTION**

Any dispute or difference arising out of this Agreement shall be submitted for the determination of an expert

12.1 The expert shall be appointed by the parties jointly or, in default of agreement within 10 clear working days after either party has given to the other a written request requiring the appointment of an expert, by the President for the time being of the Royal Institution of Chartered Surveyors or such other institution should the parties so agree as the case may be and such reference shall be deemed to be submission to arbitration with the meaning of the Arbitration Act 1996 or any statutory modification or re-enactment thereof for the time being in force

12.2 The President shall, if so required, appoint an independent chartered surveyor as such expert or other person qualified in the discipline that the President deems appropriate for the dispute or difference in question

12.3 The expert so appointed must:

12.3.1 act as an expert and not as an arbitrator;

12.3.2 afford the parties the opportunity within reasonable limits to make representations to him;

12.3.3 inform each party of the representations of the other;

12.3.4 afford each party the opportunity within reasonable time limits to make submission to him on the representations of the other; and

12.3.5 notify the parties of the decision, with reasons, as quickly as practicable

12.4 The fees and expenses of the expert including the cost of his nomination shall be borne equally by the parties who shall bear their own costs as to the submission and determination of the dispute or difference by the expert

12.5 The expert's determination is to be conclusive and binding on the parties except:

12.5.1 where there is a manifest error; and/or

12.5.2 on a matter of law

12.6 Either party may pay the share of the expert's fees and expenses due from other party on behalf of the other party if the other party if such share is not paid within 20 working days of demand by the expert in which case the amount so paid plus all incidental expenses shall become a debt due and immediately payable to the paying party from the other party

**13. DELIVERY**

The provisions of this Deed (other than this clause which shall be of immediate effect) shall be of no effect until this Deed has been dated.

**14. PRINCIPAL DEED**

14.1 The Council hereby confirms and acknowledges that the Developer has satisfied the obligations contained in Schedule 1 Part 1 (Public open space), Part 2 (Affordable Housing), Part 3 (Community Building) and Part 4 (Transport Contribution) of the Principal Deed and in the Development Agreement made between the parties hereto dated 2 March 2001 (as subsequently amended by supplemented agreements dated 22 August 2001, 7 September 2001, 5 December 2001 and 10 December 2001).

~~14.2 The Council hereby releases the Developer from its outstanding obligations in the Principal Deed in so far as they apply to the laying out and landscaping of the Blue Land (as defined therein) and in the said Development Agreement in so far as they apply to the laying out and maintaining of the Open Space Land (as defined therein) and the Council will accept a transfer thereof within three months of the date of this Deed.~~

14.2 See attached Rider

*Davis and Partners* 9  


**IN WITNESS** whereof the parties hereto have executed this Deed on the day and year first  
before written

**Rider to Agreement****Clause 14.2**

The Council will accept a transfer within three months of the date of this Deed of the Blue Land as defined in the Principal Deed and the Open Space Land as defined in the Development Agreement subject to the Blue Land and the Open Space Land being maintained to the satisfaction of the Council. On completion of the Transfer the Council shall release the Developer from its outstanding obligations in the Principal Deed in so far as they apply to the laying out and landscaping of the Blue Land (as defined therein) and in the said Development Agreement in so far as they relate to the laying out and maintaining of the Open Space Land (as defined therein)

**FIRST SCHEDULE****The Development**

The modification of Condition No 4 of planning permission 9/98/00660C04 to change Area 6 Public Open Space from equipped play space to a landscaped park pursuant to application No 04/00629/FUL

**SECOND SCHEDULE**

**Draft Planning Permission**

(Copy draft Decision Notice to be inserted here)



**PLANNING PERMISSION**

Town and Country Planning Act 1990

**Applicant:**

Westbury Homes (Holdings) Ltd  
 Westbury House, Crofts Bank Road, Urmston, Manchester, M41 0JS

**Agent:**

Cass Associates  
 Studio 104, The Tea Factory, 82 Wood Street, Liverpool, L1 4DQ

Application Number  
 04/01629/FU

Date received  
 11 May 2004

**The development:**

Review of Planning permission 09/91660/CO for modification of lane for 4 parking spaces and public open space (Area) from equipped play space to landscaped park,

**Location:**

Land Adjacent Fair View Farm, (including Land Bounded By Chorley Road, Eller Brook, Railway, Chorley Road Adlington Chorley Lancashire

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

1. The Development shall only be carried out in accordance with the approved plans, except as may otherwise be specifically required by any other condition of this permission or unless otherwise first agreed to in writing by the Local Planning Authority.

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

2. Prior to the commencement of the first planting season following the date of the granting of this permission a scheme of landscaping has been submitted to and approved in writing by the Local Planning Authority, notwithstanding any such detail which may have previously been submitted. The scheme shall indicate all existing trees and hedgerows on the land; detail any to be retained, together with measures for their protection in the course of development; 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.

*Reason: In the interests of the amenity of the area and in accordance with Policy No.GN5 of the Adopted Chorley Borough Local Plan Review.*

3. All planting, seeding or turfing comprised in the approved details of landscaping shall be carried out in the first planting and seeding seasons following the date of this grant of permission, 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, unless the Local Planning Authority gives written consent to any variation.

*Reason: In the interest of the appearance of the locality and in accordance with Policy No GN5 of the Adopted Chorley Borough Local Plan Review.*

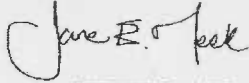
**Draft Decision**

**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:** The grant of planning permission does not entitle a developer to obstruct a right of way and any proposed stopping up or diversion of a right of way should be the subject of an Order under the appropriate Act

This decision has been made having regard to:  
The policies of the Development Plan which comprises the Regional Planning Guidance for the North West (2003) and the adopted Chorley Borough Local Plan Review (2007); and  
All other relevant planning guidance, including supplementary planning guidance.

Signed \_\_\_\_\_ on 15 February 2009



Jane E. Cook BSc (Hons) Dip. P. RTI  
Corporate Director (Business), Chorley Borough Council, Civic Offices, Union Street, Chorley, Lancashire, PR7 1AL

**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**

# Draft Decision



**THIRD SCHEDULE****Developer's Covenants with the Council****1. PAYMENT OF COMMUTED SUM**

- 1.1 To pay to the Council on completion of this Supplemental Deed of Agreement the Play Space Commuted Sum of £40,000.00 (Forty Thousand Pounds) in respect of off-site public open space as a contribution towards the provision, layout and equipping of an open space and laying out of an equipped play space as detailed below in paragraph 1.2
- 1.2 To pay to the Council on completion of this Supplemental Deed of Agreement the Fairview Community Centre Play Space Commuted Sum of £60,000 (Sixty Thousand Pounds) in respect of off-site public open space to be expended on the equipment of a play space at Fairview Community Centre, Adlington, Chorley, Lancashire.

**FOURTH SCHEDULE**

**Covenant by the Council**

**1. Repayment of Contributions**

- 1.1 The Council hereby covenants with the Developer to use all sums received from the Developer under the terms of this Deed for the purposes specified in this Deed for which they are to be paid or for such other purposes for the benefit of the Development as the Developer and the Council shall agree
- 1.2 The Council covenants with the Developer that it will pay to the Developer such amount of any payment made by the Developer to the Council under this Deed which has not been expended in accordance with the provisions of this Deed within (five) years of the date of receipt by the Council of such payment together with interest at 3% per cent above the base lending rate of the Barclays Bank plc from time to time for the period from the date of payment to the date of refund
- 1.3 The Council shall provide to the Developer such evidence, as the Developer shall reasonably require in order to confirm the expenditure of the sums paid by the Developer under this Deed

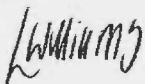
**IN WITNESS** whereof the parties have executed this Agreement as a Deed on the day and year first before written

**EXECUTED** as a **DEED** by Westbury Homes (Holding) Limited )  
acting by its Attorneys [ *S. LANCASTER* ]



And [ *M. 10 011* ] in the

Presence of :



LIZZIE WILLIAMS – SECRETARY  
PERSIMMON HOMES LANCASHIRE  
PERSIMMON HOUSE  
LANCASTER BUSINESS PARK  
CATON ROAD  
LANCASTER  
LA1 3RQ

THE COMMON SEAL of CHORLEY )  
BOROUGH COUNCIL was hereunto )  
affixed in the presence of: )



21240

*Andrew Dectery*

Corporate Director of Governance

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**GILLIBRAND****PLANNING BACKGROUND**

As of April 2012 661 dwellings have been completed on site.

Main developers on site Redrow Homes, Miller Homes, Taylor Wodrow (Wimpey), Wilson Conolly.

**PLANNING APPLICATIONS**

Application: 96/00034/CB3

Regulation 3 application for construction of Gillibrand Link Road,

Applicant: Chorley Borough Council,

Date Decision Issued: 03/04/1996

Decision: Permit Reg 3 Application

Application: 96/00727/CB4

Regulation 4 outline application for housing, outdoor play space, education facilities, local shopping and community building,

Applicant: Chorley Borough Council,

Date Decision Issued: 03/11/1997

Decision: Permit Outline Planning Permission

Application: 98/00301/REM

Reserved matters application for site reclamation & erection of 505 houses incl.

garages, roads, sewers, public open space, play areas, landscaping, community centre & shop(s).

Amend condition 8 of outline planning permission.

Applicant: Redrow Homes (Lancs)Ltd

Date Decision Issued: 17/02/1999

Decision: Approve Reserved Matters

Application: 00/00166/OUT

Outline application for residential development and associated roads, sewers and public open space,

Applicant: Redrow Homes (Lancs) Ltd,

Date Decision Issued: 18/07/2000

Decision: Permit Outline Planning Permission

Application: 01/00150/FUL

Application to vary Condition 1 of Outline Approval application ref: 9/96/727/CB4 to extend the

length of time for submission of Reserved Matters from 3 years (03.11.2000) to 7 years (03.11.2003),

Applicant: Redrow/Wainhomes

Date Decision Issued: 25/04/2001

Decision: Permit retrospective planning permission

Application: 01/00448/REM

Erection of 1 dwelling within parcel 7,

Applicant: Redrow Homes(Lancs) Ltd.,

Date Decision Issued: 17/07/2001

Decision: Permit Full Planning Permission

Application: 01/00644/FUL

Variation of condition no 1 of outline permission 9/00/00166/OUT (for housing development) to

extend the time period for submission of reserved matters from 19.07.2003 to 03.11.2003,

Applicant: Redrow Homes (Lancs) Ltd,

Date Decision Issued: 29/08/2001

Decision: Permit retrospective planning permission

Application: 01/00927/REM

Reserved Matters Application for 80 two storey private residential dwellings & associated works,

Applicant: Redrow Homes (Lancs) Ltd & Wainhomes (Northern) Ltd.,

Date Decision Issued: 10/04/2002

Decision: Approve Reserved Matters

Application: 01/01070/REM

Reserved Matters application for the substitution of 29 dwellings and the erection of 5 additional dwellings,

Applicant: Redrow Homes (Lancs) / Wainhomes (Northern) Ltd

Date Decision Issued: 06/03/2002

Decision: Approve Reserved Matters

Application: 02/00546/REMMAJ

Erection of 57 detached houses on Parcel 2 (substitution of house types previously approved),

Applicant: Redrow Homes (Lancs) Ltd / Wainhomes (Northern) Ltd

Date Decision Issued: 10/09/2002

Decision: Approve Reserved Matters

Application: 02/00709/REMMAJ

Substitution of house type on plots: 60,62,69,71,73,78,81,83,88,90,92,96,101,106,111 and 113,

Applicant: Wilson Connolly Lancashire,

Date Decision Issued: 18/10/2002

Decision: Approve Reserved Matters

Application: 02/00789/REMMAJ

Erection of 83 dwellings in 2 and 3 storey apartment blocks and houses,

Applicant: Redrow Homes(Lancs) Ltd/Wainhomes (Northern) Ltd

Date Decision Issued: 27/11/2002

Decision: Approve Reserved Matters

Application: 02/00796/REMMAJ

Erection of 127no. dwellings and associated infrastructure (Parcels 4 & 5),

Applicant: Wilson Connolly Lancashire,

Date Decision Issued: 22/01/2003

Decision: Approve Reserved Matter

Application: 03/00444/REMMAJ

Erection of 47 house types (between plots 11 and 56, Parcel 1 - as substitute for 44 previously approved),

Applicant: Wilson Connolly,

Date Decision Issued: 29/08/2003

Decision: Approve Reserved Matters

Application: 03/00522/REMMAJ

Erection of 87 dwellings, associated roads and public open space,

Applicant: Redrow Homes (Lancs) Ltd,

Date Decision Issued: 03/08/2004

Decision: Approve Reserved Matters

Application: 03/00726/FULMAJ

Variation of Condition No 1. to 9/96/00727, to extend the submission date of all reserved matters

applications until 3/11/05,

Applicant: Redrow Homes Ltd/Wilson Connolly,

Date Decision Issued: 26/05/2004

Decision: Permit Full Planning Permission

Application: 03/01017/FULMAJ

Modification of condition no 1 to 9/00/00166/OUT to extend the period for the submission of all

reserved matters until 3/11/05,

Applicant: Redrow Homes (Lancashire) Ltd,

Date Decision Issued: 26/05/2004

Decision: Permit Full Planning Permission

Application: 03/01180/REMMAJ

Erection of 52 dwelling units inclusive of 30 in three, 3 storey flat blocks, as a substitution for 34

dwellings previously approved upon plots 38-71 inclusive,

Applicant: Redrow Homes (Lancs) Ltd,

Date Decision Issued: 21/01/2004

Decision: Permit Full Planning Permission

Application: 03/01380/FULMAJ

Erection of 13 houses,

Applicant: Collingwood Housing Association, 11/02/2004

Date Decision Issued: 11/02/2004

Decision: Permit Full Planning Permission

Application: 03/01381/FULMAJ

Erection of 18 houses,

Applicant: Collingwood Housing Association,

Date Decision Issued: 11/02/2004

Decision: Permit Full Planning Permission

Application: 04/00169/FUL

Substitution of house type on plot 73,

Applicant: Redrow Homes(Lancs) Ltd / Wilson Connolly Ltd

Date Decision Issued: 14/04/2004

Decision: Permit Full Planning Permission

Application: 05/00556/REMMAJ

Reserved Matters Application for the erection of 43 dwellings comprising of 15 houses and 28

apartments,

Applicant: Redrow Homes (Lancs) Ltd

Date Decision Issued: 30/11/2005

Decision: Approve Reserved Matters

Application: 05/00670/REM

Reserved Matters Application for formation of access road to serve parcel 8 and the Gillibrand Hall

housing site, area of road 361m<sup>2</sup>

Applicant: Redrow Homes (Lancs) Ltd

Date Decision Issued: 21/12/2005

Decision: Approve Reserved Matters

Application: 05/00969/OUTMAJ

Modification of condition no.1 of Planning Permission 03/1017/FUL to extend the period for the

submission of reserved matters until 3/11/2007,

Applicant: Redrow Homes (Lancs) Ltd

Date Decision Issued: 29/06/2006

Decision: Permit Outline Planning Permission

Application: 05/00971/OUTMAJ

Modification of condition no.1 of Planning Permission 03/00726/FULMAJ to extend the period for

the submission of reserved matters until 3/11/2007,

Applicant: Redrow Homes (Lancs) Ltd / Taylor Woodrow

Date Decision Issued: 21/12/2005

Decision: Permit Outline Planning Permission

Application: 06/00034/REMMAJ

Erection of 43 No houses and apartments with associated works

Applicant: Barratt Manchester

Date Decision Issued: 29/03/2006

Decision: Approve Reserved Matters

Application: 06/00580/REMMAJ

Erect 87 No dwellings with garages and associated road, sewer and landscaping works

Applicant: Redrow Homes (Lancs) Ltd

Date Decision Issued: 26/07/2006

Decision: Approve Reserved Matters

Application: 06/00908/OUT

Outline application for enhancement of shopping area to include use classes A1, A2, A3 and A5

Applicant: Taylor Woodrow / Redrow

Date Decision Issued: 14/09/2007

Decision: Permit Outline Planning Permission

Application: 08/00949/FULMAJ

Substitution of house types on plots 8 - 15 and plots 80 - 87 and amendment to site layout approved under application 06/00580/REMMAJ

Applicant: Redrow Homes (Lancs) Ltd,

Date Decision Issued: 03/12/2008

Decision: Permit Full Planning Permission



**SECTION 106 AGREEMENTS****S106 AGREEMENT LAND AT GILLIBRAND**

Section 106 Agreement Town and Country Planning Act 1990 between Chorley Borough Council and Wainhomes Limited and Redrow Homes (Lancashire) Limited

Planning Application 9/96/727

Dated 23rd February 1998

Maintenance of public open space commuted sum to be agreed to be paid on transfer of public open space to the Council.

**SECTION 106 AGREEMENT LAND AT GILLIBRAND HALL CHORLEY**

Section 106 Agreement Town and Country Planning Act 1990 in respect of land at Gillibrand Hall Grounds, Grosvenor Road Chorley between Chorley Borough Council and Redrow Homes (Lancashire) Limited and Liverpool Roman Catholic Archdiocesan Trustees Incorporated

Planning Application 9/00/166

Dated 17th July 2000

£21,925 towards maintenance of public open space on commencement of 76% of approved dwellings under a reserved matters application consent or before increased under S.106 Agreement of 30<sup>th</sup> March 2006

**S106 AGREEMENT LAND AT GILLIBRAND HALL GROUNDS GROSVENOR RD**

Section 106 Agreement Town and Country Planning Act 1990, in relation to land at Gillibrand Hall Grounds Grosvenor Road Chorley, between Chorley Borough Council and Redrow Homes (North West) Limited

Dated 30th March 2006

£25,415 towards maintenance of public open space on commencement of 76% of approved dwellings under a reserved matters application consent or before

**S106 AGREEMENT LAND AT GILLIBRAND HALL GROUNDS GROSVENOR RD**

Section 106 Agreement Town and Country Planning Act 1990, Supplemental Agreement under Section 106 in relation to land at Gillibrand Hall Grounds Grosvenor Road Chorley, between Chorley Borough Council and Redrow Homes (Lancashire) Limited

Planning Applications: 05/00969/OUTMAJ; 05/00970/OUTMAJ; 06/00580/REMAJ & 08/00949/FUL

Dated 21st October 2009

£25,000, paid April 2010, towards provision and maintenance of off-site equipped play space

**S106 AGREEMENT LAND AT GILLIBRAND CHORLEY**

Supplemental Agreement to vary the provisions of a development agreement dated 23rd February 1998 for the sale of freehold property known as land at Gillibrand Chorley as supplemented and varied by Supplemental Development Agreements dated 29th June 2001 and 26 October 2001 between Chorley Borough Council and HB (LCS) Limited dated 8th November 2011 &

**S106 AGREEMENT LAND AT GILLIBRAND CHORLEY**

Section 106 Agreement Town and Country Planning Act 1990, Supplemental Section 106 Agreement relating to land at Gillibrand Chorley between Chorley Borough Council and Wainhomes Limited and Redrow Homes Limited and HB (LCS) Limited dated 8th November 2011

Planning application ref: 96/00727/CB4

Relating to the Community Centre and the transfer of public open space.

**HIGHWAYS****Data taken from the Council's Land Charges Register October 2012**

Highways maintainable at public expense;

Adopted YES - YARROW VALLEY WAY : SB ENTRY TO BURGH WOOD WAY RBT - A

Adopted YES - YARROW VALLEY WAY : NB EXIT FROM NIGHTINGALE WAY RBT - A

Adopted YES - YARROW VALLEY WAY : SB EXIT FROM BURGH WOOD WAY RBT - A

Adopted YES - YARROW VALLEY WAY : NB ENTRY TO BURGH WOOD WAY RBT - A

Adopted YES - YARROW VALLEY WAY : NIGHTINGALE WAY RBT - A

Adopted YES - YARROW VALLEY WAY : BURGH WOOD WAY RBT - A

Adopted YES - ROOKERY CLOSE : CUNNINGHAM AVENUE TO END AT NUMBER 29 - A

Adopted YES - YARROW VALLEY WAY : SPLITTER COPPULL ROAD RBT TO SPLITTER NIGHTINGDALE WAY RBT - A

Adopted YES - LAKELAND GARDENS : TROUTBECK ROAD TO END - A

Adopted YES - YARROW VALLEY WAY : SB ENTRY TO NIGHTINGALE WAY RBT - A

Adopted YES - YARROW VALLEY WAY : NB ENTRY TO NIGHTINGALE WAY RBT - A

Adopted YES - YARROW VALLEY WAY : SB EXIT FROM NIGHTINGALE WAY RBT - A

Adopted YES - YARROW VALLEY WAY : NIGHTINGALE WAY RBT SPLITTER TO BURGH

WOOD WAY RBT SPLITTER - A

Adopted YES - THIRLMERE ROAD : BUTTERMERE AVENUE TO END - A

Adopted YES - CLOVER ROAD : BUTTERWORTH BROW TO END - A

Adopted YES - KINGSLEY DRIVE : LONGFIELD MANOR TO END - A

Unadopted NO - WOODLARK DRIVE - X

Unadopted NO - GOLFINCH COURT - X

Unadopted NO - ASH WOOD COURT - X

Unadopted NO - NAB WOOD DRIVE - X

Unadopted NO - FIELDFARE COURT - X

Unadopted NO - JUNIPER WOOD CLOSE - X

Unadopted NO - ALMA WOOD CLOSE - X

Unadopted NO - DENHAM WOOD CLOSE - X

Unadopted NO - FOLLY WOOD DRIVE - X

Unadopted NO - KINGFISHER CLOSE - X

Unadopted NO - LODGE WOOD CLOSE - X

Unadopted NO - ARLEY WOOD DRIVE - X

Unadopted NO - ALMA WOOD CLOSE - X

Unadopted NO - NIGHTINGALE WAY - X

Unadopted NO - MOSS WOOD CLOSE - X

Unadopted NO - BOW WOOD CLOSE - X

Unadopted NO - RAVEN CLOSE - X

Unadopted NO - REDWING DRIVE - X

Unadopted NO - DENHAM WOOD CLOSE - X

Unadopted NO - KEEPERS WOOD WAY - X

Unadopted NO - WOOD LARK DRIVE - X

Unadopted NO - NAB WOOD DRIVE - X

Unadopted NO - BURGH WOOD WAY - X

Unadopted NO - BURGH WOOD WAY - X

Unadopted NO - KNOWLES WOOD DRIVE - X

Unadopted NO - JOHNS WOOD CLOSE - X

Unadopted NO - KNOWLES WOOD DRIVE - X

Unadopted NO - HUNTERS WOOD COURT - X

Unadopted NO - WOODCHAT COURT - X

Unadopted NO - GREAT WOOD CLOSE - X

Unadopted NO - DEAN WOOD CLOSE - X

Unadopted NO - SQUARES WOOD CLOSE - X  
 Unadopted NO - BURGH WOOD WAY - X  
 Unadopted NO - NIGHTINGALE WAY - X  
 Unadopted NO - ALMA WOOD CLOSE - X  
 Unadopted NO - ALMA WOOD CLOSE - X  
 Unadopted NO - LORDS WOOD CLOSE - X  
 Unadopted NO - NIGHTINGALE WAY - X  
 Unadopted NO - LITTLE WOOD CLOSE - X  
 Unadopted NO - NIGHTINGALE WAY - X  
 Unadopted NO - DAM WOOD CLOSE - X  
 Unadopted NO - NIGHTINGALE WAY - X  
 Unadopted NO - PARKERS WOOD CLOSE - X  
 Unadopted NO - WALLETT'S WOOD COURT - X

Subject to adoption and, supported by a bond or bond waiver;

Bow Wood Close - - Chorley  
 Burgh Wood Way - - Chorley  
 Great Wood Close - - Chorley  
 Lodge Wood Close - - Chorley  
 Arley Wood Drive - - Chorley  
 Dean Wood Close - - Chorley  
 Keepers Wood Way - - Chorley  
 Ash Wood Court - - Chorley  
 Redwing Drive - - Chorley  
 Folly Wood Drive - - Chorley  
 Dam Wood Close - - Chorley  
 Squares Wood Close - - Chorley

To be made up by the local authority who will reclaim the cost from the frontagers - None

To be adopted by a local authority without reclaiming the cost from the frontagers - None

SECTION 278 AGREEMENT - GILLIBRAND LINK ROAD CHORLEY Date of Registration:  
08/07/2003

**S38 AGREEMENT - PARCEL 11 GILLIBRANDS CHORLEY**

Agreement under Section 38 of the Highways Act 1980 and Section 33 of the Local  
 Government (Miscellaneous Provisions) Act 1982 in connection with the development at  
 Gillibrands (Parcel 11) Chorley between Contour Homes Limited and Chorley Borough  
 Council and Zurich GSG Limited  
 Dated 20th December 2005.

**S38 AGREEMENT - PARCEL 12 GILLIBRANDS CHORLEY**

Agreement under Section 38 of the Highways Act 1980 and Section 33 of the Local  
 Government (Miscellaneous Provisions) Act 1982 in connection with the development at  
 Gillibrands (Parcel 12) Chorley between Contour Homes Limited and Chorley Borough  
 Council and Zurich GSG Limited  
 Dated 20th December 2005.

**S38 AG & S33 COVT DEVELOPMENT AT GILLIBRANDS CHORLEY**

Agreement under Section 38 of the Highways Act 1980 and Section 33 of the Local  
 Government (Miscellaneous Provisions) Act 1982 between Redrow Homes (Lancashire)  
 Limited & Wainhomes Limited and Chorley Borough Council and The National House  
 Building Council under Section 38 of the Highways Act 1980 and Section 33 of the Local  
 Government (Miscellaneous Provisions) Act 1982 in connection with development at  
 Gillibrands Chorley (Collector Road)

Dated 31st May 2006

**SECT38 AG & SECT 33 COVT SITE AT GILLIBRANDS CHORLEY**

Agreement under Section 38 of the Highways Act 1980 and Section 33 of the Local Government (Miscellaneous Provisions) Act 1982 between Barratt Homes Limited and The Lancashire County Council and National House Building Council in connection with land at Gillibrands Chorley

Dated 17th September 2007

**SECT 38 AGREEMENT SITE AT GILLIBRAND HALL**

Agreement under Section 38 of the Highways Act 1980 between Redrow Homes (Lancashire) Ltd and The Lancashire County Council and National House Building Council in connection with land at Gillibrand Hall Chorley

Dated 28th March 2008

**UNITED UTILITIES – AWAITING CONFIRMATION FROM UU**

Prior to October 2010 drainage lines on new development that were to be adopted by UU were usually limited to those lines within the road or main service pipes. Since October 2010 all drainage that is not for the sole use of one property would become subject to adoption (Section 104).

- Drainage scheme is forwarded to UU by developer and by LA Building Control/AI on receipt of application.
- On commencement of drainage works UU inspect major sewer lines (within road or main service lines).
- LA/AI inspect plot drainage (lateral drainage) for themselves under the Building Regs and on behalf of UU.
- LA/AI notify UU when each plots drainage is complete and satisfactory.
- UU pursue formal adoption of sewers.

The above has still yet to be implemented as the MBS (mandatory build standard) for drains has yet to be released from UU. This gives the minimum standards for the construction of drainage subject to adoption. It should have been published back in March 2012 for an April 2012 start. The last date I had been given was October 2012 but still waiting.

The above does not affect the operation of the Advanced Payment Code.

**PUBLIC OPEN SPACE AND LEISURE FACILITIES ON GILLIBRAND**

**To follow from People and Places Team**

# CHORLEY Borough Council



## OUTLINE PLANNING PERMISSION (FOR DEVELOPMENT OF LAND VESTED IN A PLANNING AUTHORITY WHICH IT DOES NOT ITSELF PROPOSE TO CARRY OUT)

Town and Country Planning Act 1990  
Town and Country Planning General Regulations 1992

### Applicant

Chorley Borough Council,

### Agent

R P Handscombe ARICS,

Head Of Commercial Development, Chorley Borough Council, Council Offices, Gillibrand Street,

### Part 1 - Particulars of application

Date received 22 October 1996	Application Number 9/96/00727/CB4
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#### Particulars and location of development:

Regulation 4 outline application for housing, outdoor play space, education facilities, local shopping and community building,

Land South Of Copper Works Wood, West Of Gillibrand Hall And North And West Of Southlands School, Clover Road, Gillibrand, Chorley, Lancashire

### Part II - Particulars of decision

The Chorley Borough Council hereby give notice in pursuance of the Town and Country Planning Act 1990 that it has resolved, for the purposes of Regulation 4 of the Town and Country Planning General Regulations 1992, that the development referred to in Part 1 hereof be carried out with **Outline Planning Permission**, in accordance with the application and plans submitted subject to compliance with the following conditions which are imposed for the reasons noted thereafter:

1. Application for approval of the reserved matters must be made to the Council as Local Planning Authority before the expiration of three years from the date of this permission and the development hereby permitted must be begun either before the expiration of five years from the date of this permission, or before the expiration of two years from the date of approval of the last of the reserved matters to be approved, whichever is the later.

*Reason : Required to be imposed pursuant to section 92 of the Town and Country Planning Act 1990.*

2. Prior to the submission for approval of any reserved matter there shall have been submitted to and approved in writing by the Local Planning Authority a Master Plan for the whole of the application site. The Master Plan shall incorporate the main principles for development of the site as outlined in the Site Development Brief and the illustrative Layout Plan which accompanied the outline planning application. In particular, the Master Plan shall indicate the extent of each housing development parcel and the means of vehicular access thereto; the main internal road network; the areas to be reserved for a shop, primary school and community centre and the means of vehicular access thereto; the areas of playing fields, casual play space and ornamental open space; the general location of equipped play areas; and the main cycleway and footpath links between housing parcels, open space areas, community facilities, shop and land outside of the application site.

*Reason: To ensure a comprehensive development of the site.*

3. Before the erection of any building is first commenced, full details of all reserved matters (namely the siting, design, external appearance, the means of access to it and the landscaping of its site) relating to that building shall be submitted to and approved in writing by the Local Planning Authority.  
*Reason: The permission is in outline only.*

4. All applications for approval of reserved matters for the siting of buildings shall be accompanied by details of existing and proposed ground levels and proposed building slab levels (all relative to adjoining ground levels). The erection of any such buildings shall not commence until the levels have been approved in writing by the Local Planning Authority. The development shall only be carried out in conformity the approved details.  
*Reason: In the interests of the appearance of the locality and the amenities of local residents.*

5. Prior to the submission of any reserved matters there shall have been submitted to and approved in writing by the Local Planning Authority a scheme detailing those areas of landfill to be retained and those areas of landfill to be removed. Any removal of landfill material shall be completed prior to the commencement of any development, unless otherwise agreed in writing with the Local Planning Authority.  
*Reason: In the interests of the safe occupancy of the development.*

6. Prior to the commencement of any development and in accordance with a scheme to be prior approved in writing by the Local Planning Authority, there shall have been constructed passive gas venting measures within and around the perimeter of areas of retained landfill and/or a gas migration barrier, except as may otherwise be agreed in writing with the Local Planning Authority.  
*Reason: In the interests of the safe occupancy of development.*

7. All applications for approval of reserved matters for the siting of buildings shall be accompanied by details of the measures to be incorporated into the buildings to prevent the ingress of landfill gas. The erection of any such building shall not commence until the landfill gas ingress prevention measures have been approved in writing by the Local Planning Authority. The development shall only be carried out in conformity with the approved details.  
*Reason: To protect occupiers from the ingress of landfill gas.*

8. No dwellings shall be constructed or garden areas formed within 10 metres of any area of retained landfill.  
*Reason: In the interests of the safe occupancy of the development.*

9. All underground services to be installed within 50 metres of the Lawnwood and Kingsley Wood landfill sites shall be sealed to prevent the migration of landfill gas.  
*Reason: In the interests of the safe occupancy of the development.*

10. No application for approval of any reserved matter shall be made in relation to land within 50 metres of any area of retained landfill until:-

a) a scheme for monitoring landfill gas migration has been submitted to and approved in writing by the Local Planning Authority;

b) all monitoring specified in the approved scheme (submitted under a) above), has been carried out and the results of the monitoring exercise, together with recommendations and specific proposals to render the site capable of development for housing have been submitted to the Local Planning Authority;

c) the Local Planning Authority has given written approval to the development proceeding having regard to the results of the monitoring exercise and the recommendations and proposals submitted under b) above, and the carrying out of any required works in a manner and to a timetable to be agreed in writing with the Local Planning Authority.

*Reason: In the interests of the safe occupancy of the development.*

11. No part of the site, other than that edged in green on the plan accompanying this notice, may have vehicular access served from Clover Road.

*Reason: In the interests of highway safety.*

12. Prior to the construction of the complete length of the Gillibrand Link Road, in accordance with planning permission 9/96/00034/CB3 dated 4th April, 1996, no more than 400 dwellings may be occupied of which number no more than 200 dwellings may be occupied which are accessed off the southern roundabout access point to the application site.

*Reason: In the interests of highway safety.*

13. No more than 100 dwellings accessed by only one access point (other than the Gillibrand Link Road or a transitional road linked thereto) may be occupied without the provision of an approved means of emergency vehicular access and no more than 200 dwellings may be occupied without the provision of an approved loop distributor road.

*Reason: In the interests of highway safety.*

14. Within two years of the commencement of the development a surfaced joint cycleway/footpath link shall be provided between Troutbeck Road/Crook Street and Ennerdale Road and the application site in accordance with details to be agreed in writing with the Local Planning Authority, before the commencement of the development.

*Reason: To ensure adequate means of cycle and pedestrian access to the development.*

15. Before the commencement of any development there shall have been submitted to and approved in writing by the Local Planning Authority full details of a scheme for playing field provision for Southlands School, including compensatory provision for the loss of playing fields to the Gillibrand Link Road. The approved scheme shall have been implemented in full within one year of the commencement of the development unless otherwise agreed in writing with the Local Planning Authority.

*Reason To ensure adequate playing field provision is maintained at Southlands School.*

16. Before the commencement of any development an approval of all reserved matters for the community centre building shall have been granted by the Local Planning Authority. The community centre building shall have been erected and available for use prior to the occupation of 450 dwellings.

*Reason: To ensure the availability of adequate community facilities to serve the development.*

17. Before the development hereby permitted is first commenced, full details of the position, height and appearance of all fences and walls to be erected (notwithstanding any such detail shown on previously submitted plan(s)) 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. All fences and walls shown in the approved details shall have been erected in conformity with the approved details prior to substantial completion of the development.

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

18. Surface water must drain separate from the foul and no surface water will be permitted to discharge to the foul sewerage system.

*Reason: To secure proper drainage.*

19. No development shall take place until a scheme of landscaping has been submitted to and approved in writing by the Local Planning Authority, notwithstanding any such detail which may have previously been submitted. The scheme shall indicate all existing trees and hedgerows on the land; detail any to be retained, together with measures for their protection in the course of development; 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.

*Reason: In the interests of the amenity of the area.*

20. All planting, seeding or turfing comprised in the approved details of landscaping shall be carried out in 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, unless the Local Planning Authority gives written consent to any variation.

*Reason: In the interest of the appearance of the locality.*

21. The existing soil levels around the base of the trees to be retained shall not be altered.

*Reason: To safeguard the trees to be retained.*

22. During the construction period, all trees to be retained shall be protected by a chestnut palisade fence of minimum height 1 metre placed at a distance from the tree trunk equivalent to the crown spread of the trees, or as may otherwise be first agreed in writing with the Local Planning Authority. No construction materials, spoil, rubbish, vehicles or equipment shall be stored or tipped within the area(s) so fenced. All excavations within the area so fenced shall be carried out by hand.

*Reason: To safeguard the trees to be retained.*

23. The development hereby permitted shall not commence until full details of the colour, form and texture of all external facing materials to the proposed building(s) (notwithstanding any details shown on the previously submitted plan(s) and specification) have been submitted to and approved in writing by the Local Planning Authority. The development shall only be carried out using the approved external facing materials.

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

24. Free access to the development site at all reasonable times shall be afforded to any archaeologist nominated by the Local Planning Authority, such access to allow the nominated archaeologist to observe the excavations and record items of interest and finds.

*Reason: The site is situated within an area of known archaeological interest.*

25. No development shall take place until a scheme for the provision of public open space and play areas has been submitted to and approved in writing by the Local Planning Authority. The scheme to be submitted to include full details of all play and other equipment to be provided.

*Reason: To ensure adequate provision for public open space and play areas within the development.*

26. Before the development hereby permitted is first commenced, full details of the phasing of provision and equipping of public open space and play areas shall have been submitted to and approved in writing by the Local Planning Authority. The provision and equipping of such areas to be thereafter carried out in strict accordance with the approved details.

*Reason: To ensure adequate provision for public open space and play areas within the development.*

27. Before the development hereby permitted is first commenced a scheme for the future management of all areas of public open space shall have been submitted to and approved in writing by the Local Planning Authority.

*Reason: To ensure adequate provision for public open space and play areas within the development.*

28. All applications for approval of reserved matters for the siting of buildings shall include full details of areas of public open space and play areas, including play and other equipment to be provided in accordance with Chorley Borough Plan Policy and NPFA requirements. The erection of any such buildings shall not commence until details of areas of public open space and play areas have been approved in writing by the Local Planning Authority. No dwelling, which has a curtilage bounding any area of public open space or play area shown on the approved plans, shall be occupied until that area of public open space or play area has been laid out and equipped in accordance with the approved details.

*Reason: To ensure adequate provision for public open space and play areas within the development.*



29. Before any development of the shop or community centre is first commenced, full details of the surfacing, drainage and marking out of all car park and vehicle manoeuvring areas shall have been submitted to and approved in writing by the Local Planning Authority. The car park and vehicle manoeuvring areas shall be provided in accordance with the approved details prior to first occupation of the premises as hereby permitted. 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.*

30. No development shall take place until details of the proposed surface water drainage arrangements have been submitted to and approved by the Local Planning Authority in writing. No part of the development shall be occupied until the approved surface water drainage arrangements have been fully implemented. The details of the proposed surface water drainage arrangements shall include the measures to attenuate the discharge of surface water to any watercourse.

*Reason: To secure proper drainage and to prevent flooding.*

31. Notwithstanding the provisions of the Town and Country Planning (General Permitted Development) Order 1995, (Schedule 2, Part 1, Classes A to E), or any Order amending or revoking and re-enacting that Order, no alterations or extensions shall be undertaken to any dwelling hereby permitted standing within 50 metres of the Lawnwood and Kingsley Wood landfill sites and no garage, shed or other outbuilding shall be erected (other than those expressly authorised by this permission) within 50 metres of the Lawnwood and Kingsley Wood landfill sites, without the prior grant of planning permission.

*Reason: In the interests of the safe occupancy of the development.*

**Please note:** Your attention is drawn to the attached letter dated 19th March, 1997 from English Nature and the obligations of the Wildlife and Countryside Act 1981 in respect of protected species.

**Please note:** Your attention is drawn to the importance of 'Preventing Crime by Design'. Advice on aspects of security is available from the Crime Prevention Officer at Chorley Police Station, Chorley (01257) 269021. The Lancashire Constabulary also operate a 'Secured by Design' initiative. Details of the scheme and how house builders may seek approval under it, may be obtained from the Community Affairs Department, Police HQ, P.O. Box 77, Hutton, Preston, Lancashire, PR4 5FB. (Telephone: 01772 614444).

**Please note:** You are informed that the responsibility for safe development and secure occupancy of the site rests with the developer.

**Please note:** You are advised to separately contact the Director of Technical Services (Council Offices, Gillibrand Street, Chorley, Lancs. PR7 2EL - tel: 01257 515256) regarding arrangements for entering into an adoption agreement with the Highway Authority under the provisions of Section 38 of the Highways Act.

**Please note:** The grant of planning permission does not entitle a developer to obstruct a right of way and any proposed stopping up or diversion of a right of way should be the subject of an Order under the appropriate Act. You should be aware that Public Footpaths cross the development site.

**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.

Signed:

*J.R. Taylor*

Date:

3 November 1997

J.R. Taylor MA(Hons) DipTP, MRTPI

Director of Technical Services, Council Offices, Gillibrand Street, Chorley, Lancashire, PR7 2EL.

**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.**

ID S106GILL2.

DATED 23 February 1998

CHORLEY BOROUGH COUNCIL

PLANNING OBLIGATION

in respect of land at Gillibrand, Chorley

**CHORLEY BOROUGH COUNCIL  
RECEIVED  
24 FEB 1998  
LAND CHARGES SECTION**

**THIS DEED** is made the *Twenty third* day of *February* 1998 by **CHORLEY BOROUGH COUNCIL** of the Town Hall Chorley Lancashire ("the Owner")

**WHEREAS**

- (1) The Owner has an interest in land at Gillibrand Chorley ("the Land") which is more particularly described in the first schedule
- (2) The Owner considers that certain planning obligations should be entered into as of the date of this deed (subject to any conditions as are set out in this deed) in respect of the Land
- (3) The Owner has entered into certain planning obligations by virtue of a deed dated the 20<sup>th</sup> day of October 1997 ("Existing Obligations") and intends that the planning obligations contained in this deed should supersede the Existing Obligations

**NOW THIS DEED WITNESSETH** as follows:

1. Definitions and Interpretation

In this deed:

- 1.1 "the Act" means the Town and Country Planning Act 1990
- 1.2 "the Local Planning Authority" means the Owner acting in its capacity as Local Planning Authority and not as owner of the Land
- 1.3 "the Master Plan" means the plan annexed hereto marked "Master Plan" being the plan referred to in Condition 2 of the Outline Planning Permission dated 3<sup>rd</sup> day of November 1997 Reference Number 9/96/00727/CB4 which has been approved by the Local Planning Authority for the development of the Land
- 1.4 "the Planning Obligations" means the obligations specified in the second schedule

- 1.5 Words importing one gender shall be construed as importing any other gender
- 1.6 Words importing the singular shall be construed as importing the plural and vice versa
- 1.7 The clause and paragraph headings in the body of this deed and in the schedules do not form part of this deed and shall not be taken into account in its construction or interpretation
2. The Planning Obligations
  - 2.1 The Planning Obligations contained in this deed are planning obligations for the purposes of Section 106 of the Act
  - 2.2 The Planning Obligations may be enforced by the Local Planning Authority
  - 2.3 Any person deriving title from the Owner shall only be bound by the Planning Obligations which are contained in this deed to the extent that such person has a legal interest in the Land (or part of it) at the time when such obligations arise
  - 2.4 No owner or occupier of any dwellinghouse for the time being erected on the Land shall be liable in such capacity for any breach of the Planning Obligations
  - 2.5 The Planning Obligations contained in the second schedule to this deed shall not come into effect until development of the Land has begun in reliance upon the Outline Planning Permission dated the 3<sup>rd</sup> day of November 1997 Reference Number 9/96/00727/CB4
    - 2.5.1 For the purposes of this provision Section 56 of the Act shall subject to clause 2.5.2 below determine when development is begun
    - 2.5.2 The term "material operation" in Section 56 of the Act shall not include operations in connection with site clearance demolition archaeological investigation investigation for the purpose of assessing contamination remedial action in respect of any contamination diversion and laying of services and the creation of means of enclosure for the purpose of site security and/or the display of advertisements
3. The Existing Obligations shall cease and determine with effect from the date hereof

IN WITNESS whereof the Owner has caused its Common Seal to be hereunto affixed the day and year first before written

### **FIRST SCHEDULE**

#### **Part I**

##### **The Land**

All that land measuring in area 30 hectares or thereabouts to the south of Copper Works Wood to the west of Gillibrand Hall and to the north and west of Southlands School Clover Road Gillibrand Chorley shown edged red on the plan attached to this deed

#### **Part II**

##### **Particulars of the Council's Interest in the Land**

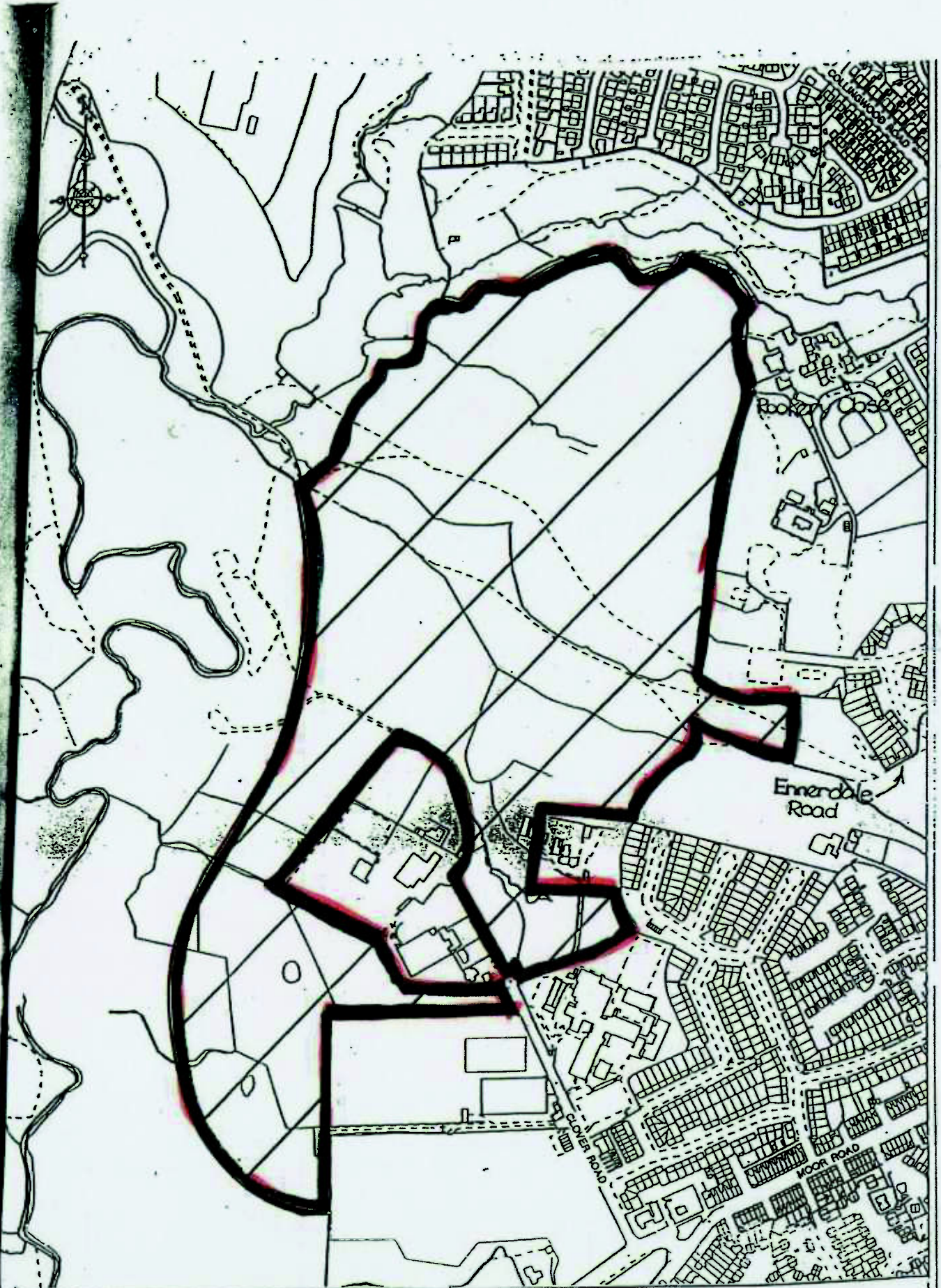
The Owner is the freehold owner of the Land

### **SECOND SCHEDULE**

#### **The Planning Obligations**

1. The Shop

- 1.1 1.1.1 "The Shop Site" means the site of a minimum area of 700 square metres for reservation as a shop site to be located within the Local Centre identified on the Master Plan
- 1.1.2 "The Marketing Period" means twelve months beginning on the first day after 450 dwellings on the land have been occupied
- 1.2 No development (other than development as a shop) will take place on the Shop Site before or during the Marketing Period



J.R. Taylor M.A. (Hons), Dip.T.P., M.R.T.P.I.  
Director of Technical Services  
Chorley Borough Council

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Application No.  
01001707

Item No. A.3

1.3 During the whole of the Marketing Period the Shop Site will be marketed by the Owner for sale for development as a shop. The Owner will use its best endeavours in carrying out such marketing, using such marketing methods as have been first approved in writing by the Local Planning Authority (such approval not to be unreasonably withheld or delayed) and the Owner will provide to the Local Planning Authority documentary evidence that such marketing methods have been complied with. The evidence to be provided under this paragraph will be given to the Local Planning Authority not later than the information to be provided under Paragraph 1.4 of this Schedule

1.4 The Owner will inform the Local Planning Authority within 8 weeks of the end of the Marketing Period of all offers to purchase the Shop Site that it has received during the Marketing Period and will provide in each case a justification which in the opinion of the Local Planning Authority is satisfactory for any decision not to accept such an offer

2. The School Site

2.1 2.1.1 "The School Site" means the site of a minimum area of 9000 square metres and on which it is proposed to erect school buildings and ancillary car parking and landscaping and which is shown ~~edged red~~ <sup>hatched black &</sup> on the Master Plan

2.1.2 "The Relevant Date" means the first day after 350 dwellings on the Land have been occupied or such earlier date as shall be agreed between the Owner of the School Site and the Local Education Authority

2.2 By the Relevant Date the Owner of the School Site shall construct to the boundary of the School Site all necessary infrastructure required for the development of a school including

foul and surface water connections and an access road and footpaths constructed to base coarse standard

2.3 No development will take place on the School Site other than for the purposes of a school after the Relevant Date unless the Condition in sub-paragraph 2.4 has been complied with. If the Condition in sub-paragraph 2.4 is complied with and the Local Education Authority do not acquire the School Site then the School Site may be developed for private market housing in accordance with the Outline Planning Permission dated 3<sup>rd</sup> day of November 1997 Reference Number 9/96/00727/CB4

2.4 The Condition in this sub-paragraph is complied with if either:

2.4.1 after the Relevant Date the Owner of the School Site has notified the Local Education Authority in writing that the School Site is available to it for the purpose of a school development and the Local Education Authority has failed within three months of such notification to give written confirmation to the Owner of the School Site that it wishes to buy the School Site for the purpose of a school development or

2.4.2 the Local Education Authority has given the written confirmation required under sub-paragraph 2.4.1 but has not within three months of giving it made a reasonable offer in writing to the Owner of the School Site to buy the School Site and for the purpose of this sub-paragraph an offer is reasonable only if it complies with sub-paragraph 2.5

2.5 An offer complies with this sub-paragraph only if it is both unconditional and irrevocable and it is either:

2.5.1 acceptable to the Owner of the School Site or

2.5.2 an offer to buy the freehold of the whole of the School Site for a price to be determined by a chartered surveyor appointed on the application of the Owner of the



School Site by the President for the time being of the Royal Institution of Chartered Surveyors such price to be equivalent to the amount of compensation which the chartered surveyor acting as an expert and not as an arbitrator considers would have been awarded by the Lands Tribunal if the Local Education Authority had served a Notice to Treat on the Owner of the School Site on the Relevant Date and had proceeded to acquire the School Site using the compulsory purchase powers available to it under Section 530 of the Education Act 1996 and on the following assumptions:

- 2.5.2.1 that planning permission for residential development at the same density as the average density applicable to the housing development areas on the Land has been granted in respect of the School Site and
- 2.5.2.2 that all necessary rights and easements for access and services to the School Site have been granted and
- 2.5.2.3 that the planning permission referred to in sub-paragraph 2.5.2.1 is not subject to any conditions and/or any agreement under Section 106 of the Act which materially affects the determination of the compensation and
- 2.5.2.4 that the requirements of the Local Planning Authority by virtue of the development plan or otherwise for public and ornamental open space and/or affordable housing and as contained in policies H3 H18 and H19 of the Chorley Borough Local Plan adopted on 6<sup>th</sup> January 1997 but not limited thereto do not apply to the School Site and
- 2.5.2.5 that there exists a satisfactory access road and all necessary services to the boundary of the School Site and

2.5.2.6 that the residential development of the School Site can be immediately commenced subject only to the requirements of the Building Regulations being satisfied

3. Affordable Housing

No development shall commence upon the Land until the Owner has submitted to the Local Planning Authority and received written approval from the Local Planning Authority (such approval not to be unreasonably withheld or delayed) of a scheme for the phased provision of affordable housing. The scheme must (unless otherwise agreed by the Local Planning Authority):

- Provide for not less than 15% of the total number of dwellings to be built on the Land to be transferred to one or more social landlords as defined in the Housing Act 1996;
- Show the location of the dwellings to be transferred;
- Set out an appropriate delivery mechanism for the affordable housing;
- Make provision for the phasing of the construction of the affordable housing and in particular prohibit the construction of more than 75% of the dwellings on the Land until all of the affordable housing sites have been allocated and are available for development

4. Landfill Gas

- 4.1 Before the development commences there shall have been submitted to and approved in writing by the Local Planning Authority a detailed scheme and/or specification for the installation and/or construction of a comprehensive gas monitoring scheme within the development

- 4.2 The scheme and/or specification submitted pursuant to Paragraph 4.1 of this Schedule above shall include the nature and siting of all monitoring boreholes the frequency of all monitoring the time period over which such monitoring will take place and the responsibilities for undertaking the monitoring and providing the Local Planning Authority with all monitoring results within one month of any such monitoring taking place
- 4.3 Before the development commences a programme for the implementation in full of the scheme and/or specification referred to in Paragraph 4.2 of this Schedule shall be agreed in writing between the Owner and Planning Authority
- 4.4 The Owner shall implement the said scheme and/or specification in accordance with the said programme
- 4.5 In the event of any results being obtained which in the reasonable opinion of the Local Planning Authority give rise to justified concerns as to health or safety the Owner shall carry out as soon as possible all necessary remedial works to the reasonable satisfaction of the Local Planning Authority
5. Transport Contribution
- 5.1 Before the development commences the Owner shall make a financial contribution of £100,000 to the Local Planning Authority in respect of off-site transport improvement works
6. Commuted Sums for Maintenance of Areas of Public Open Space
- 6.1 Before the development commences the Owner shall submit to the Local Planning Authority and obtain the consent of the Local Planning Authority (such consent not to be unreasonably withheld or delayed) in writing to arrangements for the phased transfer of areas of public open space including equipped play areas playing fields and amenity open space areas to the Local Planning Authority such arrangements to include agreed commuted

sum payments to be made to the Local Planning Authority at the time of transfer to provide for the future maintenance of the areas of public open space

6.2 The said transfer shall be in accordance with the arrangements agreed under Paragraph 6.1 of this Schedule

IN WITNESS whereof the Owner has caused its Common Seal to be hereunto affixed the day and year first before written

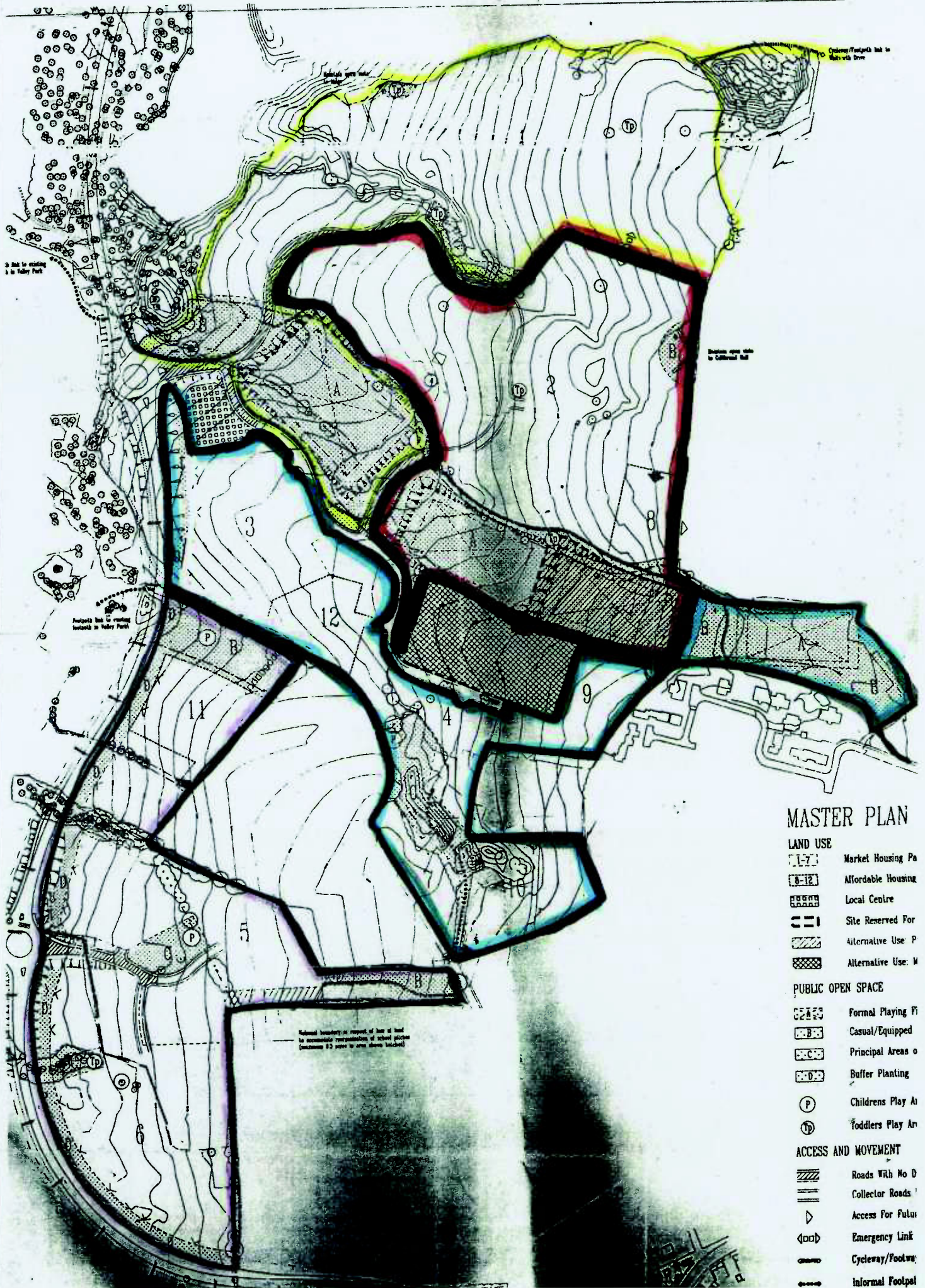
GIVEN under the Common Seal of )  
Chorley Borough Council in the )  
presence of: )

*Alan Whittaker*  
Mayor

*R. Jenson*  
Borough Solicitor



19053  
Planning Committee 17.12.96 - Minute 508  
Council 4.3.97



### MASTER PLAN

- LAND USE**
- Market Housing Pa
  - Affordable Housing
  - Local Centre
  - Site Reserved For
  - Alternative Use P
  - Alternative Use M
- PUBLIC OPEN SPACE**
- Formal Playing Fi
  - Casual/Equipped
  - Principal Areas o
  - Buffer Planting
  - Childrens Play Ai
  - Toddlers Play Ar
- ACCESS AND MOVEMENT**
- Roads With No D
  - Collector Roads
  - Access For Fulur
  - Emergency Link
  - Cycleway/Footwa
  - Informal Footpat

DATED

8 November

2011

**CHORLEY BOROUGH COUNCIL**

- and -

**WAINHOMES LIMITED**

-and-

**REDROW HOMES LIMITED**

-and-

**HB (LCS) LIMITED**

**SUPPLEMENTAL SECTION 106 AGREEMENT**

**relating to Land at Gillibrand, Chorley**

**brabners chaffe street**

Horton House  
Exchange Flags  
Liverpool

(Ref. KAM.Supplemental 106 Agreement. MH330-04. final)

- (7) The Council HB (LCS) and the Developers have agreed to enter into this Deed and to be bound by and observe and perform the covenants agreements conditions and stipulations hereinafter contained and on their respective parts to be observed and performed.
- (8) This Deed shall be binding on the Developers' Land.

**NOW THIS DEED WITNESSES** as follows:

1. **Statutory powers**

This Deed is made pursuant to Sections 106 and 106A of the Town and Country Planning Act 1990 (as amended)

2. **Interpretation**

- 2.1 Save where expressly stated otherwise words and expressions used herein shall have the meaning assigned to them in the Principal Deed
- 2.2 Words importing one gender shall be construed as importing any other gender
- 2.3 Words importing the singular shall be construed as importing the plural and vice versa
- 2.4 The clauses and paragraph headings in the body of this Deed and in the Schedules do not form part of this Deed and shall not be taken into account in its construction or interpretation

3. **Definitions**

In this Deed the following words shall have the meanings respectively assigned to them unless the context requires otherwise:-

**"Act"** means the Town & Country Planning Act 1990 (as amended);

**"Consultant Engineer"** means WYG Environment or such other suitable replacement consultant as the Developers and the Council shall agree or the Expert shall otherwise determine;

**"Completion Report"** means a completion report or reports issued by the Consultant Engineer in accordance with paragraph 6 of Schedule 2;

**“Developers”** includes their successors in title;

**“Developers’ Land”** means those parts of the Land in which the Developers have a continuing legal interest as at the date of this Deed (including for the avoidance of doubt the Local Centre Site);

**“Land”** means the land at Gillibrand Chorley Lancashire more particularly described in Schedule 1;

**“Landscaping Works”** means the landscaping works approved by the Council and shown edged in brown on Plan 2;

**“Outline Consent”** means an outline planning consent granted by Chorley Borough Council and dated 03 November 1997 reference number 9/96/00727/CB4 for housing, outdoor playspace, education facilities, local shopping and a community building;

**“Plan 1”** means the plan annexed to this Deed and marked “Plan 1”;

**“Plan 2”** means the plan annexed to this Deed and marked “Plan 2”;

**“Public Open Space”** means the parts of the Land shown edged in green on Plan 2;

**“Public Open Space Commuted Sum”** means two hundred and twelve thousand pounds (£212,000);

**“Public Open Space Transfer”** means the transfer of the Public Open Space contained in the Appendix to this Deed;

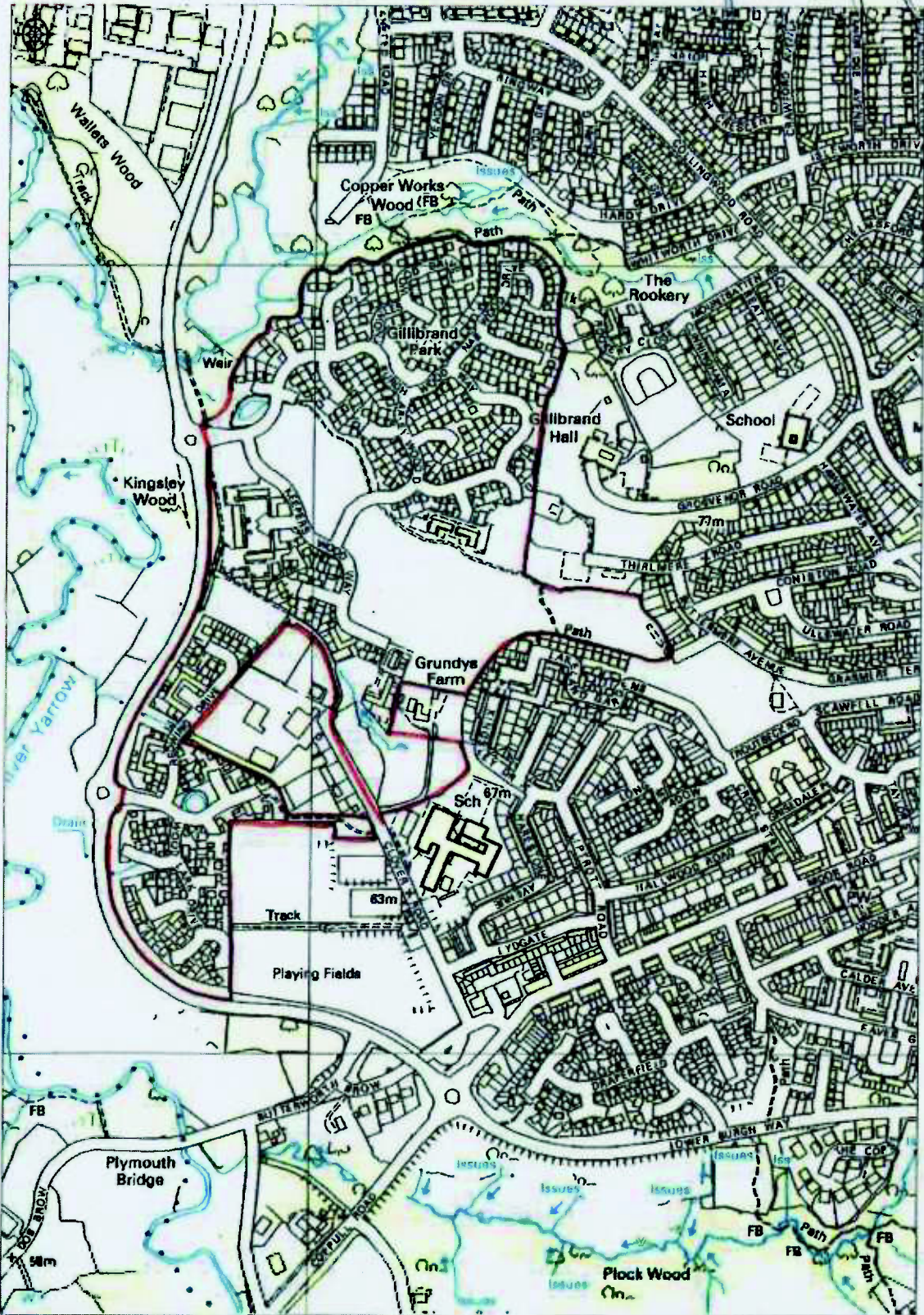
**“Public Open Space Works”** means the open space works approved by the Council and shown on Plan 2;

**“Remedial Works”** means those borehole replacement works and remedial works to the existing venting scheme identified in the “Specification for Remedial Works to the Gas Venting System at Gillibrands, Chorley”, prepared by WYG Environment and dated March 2010.

- 4.1 This Deed is a planning obligation made pursuant to Section 106 of the Act and all other enabling powers with the intent that the obligations in this Deed shall run with the Developers’ Land and such obligations are enforceable by way of an injunction.



*H. Davis*      *A. Steiner*



- 4.2 No person shall be liable for breach of a covenant contained in this Deed after he has parted with all interest in the Developers' Land or the part in respect of which such breach occurs but without prejudice to liability for any subsisting breach of covenant prior to parting with such interest
- 4.3 No owner or occupier of any dwelling for the time being erected on the Land shall be bound by the terms of this Deed.
- 4.4 The obligation in this deed to pay the Public Open Space Commuted Sum and the monies payable under clause 7.5 shall not be joint obligations of the Developers but shall be individual several obligations of each of Redrow and Wainhomes to pay one half respectively of such sums
- 4.5 The covenants contained in this Deed shall take immediate effect.
- 4.6 Any notice decision direction approval authority permission or consent required to be given or served hereunder shall be sufficiently served on any of the parties hereto if forwarded by registered or recorded delivery post to it at (if a company or corporation) its registered or principal office or (if an individual) at his or her last known place or abode or business of one of them and a notice so sent by post shall be deemed to be given at the time when it ought in due course of post to be delivered at the address to which it is sent.
- 4.7 A person who is not a party to this Deed has no rights under the Contract (Rights of Third Parties) Act 1999 to enforce any of its terms.
- 4.8 For the purpose of such parts of this Deed as may be subject to the law against perpetuities, this Deed shall remain in force for the period of 80 years from the date hereof or (if sooner) for as long as any of the obligations herein have not been fulfilled.
- 4.9 This Deed is a Local Land Charge and shall be registered as such.
- 4.10 It is hereby agreed and declared between the parties hereto that this Deed is without prejudice to and shall not be construed as derogating from any of the rights powers and duties of the Council pursuant to any of its statutory functions or in any other capacity.
- 4.11 Save as herein contained the parties hereto hereby confirm the provisions of the Principal Deed and further confirm the provisions of the Principal Deed shall be deemed to have been incorporated herein insofar as is necessary to satisfy the provisions of Section 2 of the Law of Property (Miscellaneous Provisions) Act 1989.

- 4.12 If any sum payable under this Deed is not paid by the relevant due date to pay interest on that sum from the due date up to the date of payment at a rate of 4% over the base lending rate for the time being prevailing of National Westminster Bank Plc.
- 4.13 When the Council receives any payment pursuant to this Deed, the Council covenants:
- 4.13.1 upon receipt, to pay such sum into an interest bearing bank account, such account bearing a reasonable rate of interest on deposits and from which the relevant payment together with its accrued interest can be identified from periodic statements until such time as such payment (or parts thereof) are applied for the purposes identified in this Deed;
  - 4.13.2 apply such payment for the purposes for which the same was paid as specified in this Deed Provided That (for the avoidance of doubt) the Council will be entitled to treat any accrued interest as if it was part of the payment paid;
  - 4.13.3 upon written request by the Developers at reasonable intervals (but not more frequently than once every 3 months) to provide the Developers with a breakdown of the expenditure from the payments;
  - 4.13.4 save as otherwise provided for in this Deed in the event that any part or all of any such payment has not been used for the said purposes within 5 years from the date of such payment forthwith to repay such payment (or such part thereof) to the person who made such payment with all accrued interest but less any tax that may be payable thereon Provided That the Council shall not be required to repay or pay any sum or sums for which the Council is contractually committed as at the date of expiration of the said period to pay to another party in respect of the purposes to which the payment is to be applied or which is required by the Council to secure the completion of works or facilities or other matters in respect of which the Council is to be applied as shall have commenced but not been completed as at the date of the expiration of the said period.
- 4.14 Where in the opinion of the Developers any of the provisions of this Deed have been satisfied wholly or in part, the Developers shall be entitled to apply to the Council for a notification to that effect, and upon the Council being satisfied that the relevant covenant, commitment, obligation or stipulation as the case may be has been satisfied it shall forthwith issue a notification to such effect. A notification may be given that the relevant covenant, commitment, obligation, or stipulation as the case may be has been satisfied in relation to part of the Land

5. **Variations to the Principal Deed in relation to the Local Centre**

It is hereby agreed between the parties hereto that the provisions of paragraph 1 of the Second Schedule to the Principal Deed shall not be enforced by the Council and shall cease to be of any further force or effect

**6. Other Obligations Under the Principal Agreement**

- 6.1 The Developers and the Council hereby agree and confirm that the obligations of the Developers under paragraph 2 of the Second Schedule to the Principal Deed and relating to the School Site have been fully observed performed and discharged and that there is no outstanding liability on the part of any party to the other in relation thereto
- 6.2 The Developers and the Council hereby agree and confirm that the obligations of the Developers under paragraph 3 of the Second Schedule to the Principal Deed and relating to Affordable Housing have been fully observed performed and discharged and that there is no outstanding liability on the part of any party to the other in relation thereto
- 6.3 The Developers and the Council hereby agree and confirm that (subject to the completion of the Remedial Works in accordance with the provisions of Schedule 2 and the issue of a Completion Report that is approved by the Council in accordance with paragraph 6 of Schedule 2) the obligations of the Developers under paragraph 4 of the Second Schedule to the Principal Deed and relating to Landfill Gas have been fully observed performed and discharged and that (subject as aforesaid) there is no outstanding liability on the part of any party to the other in relation thereto
- 6.4 The Developers and the Council hereby agree and confirm that the obligations of the Developers under paragraph 5 of the Second Schedule to the Principal Deed and relating to the Transport Contribution have been fully observed performed and discharged and the Transport Contribution spent in full and that there is no outstanding liability on the part of any party to the other in relation thereto

**7. Public Open Space**

- 7.1 The obligations contained at paragraph 6 of the Second Schedule to the Principal Deed shall be fully observed performed and discharged by the Developers observing performing and discharging their obligations under this Clause 7.
- 7.2 The Council and the Developers agree that the Landscaping Works and the Public Open Space Works constitute all of the approved landscaping, public open space, play areas, play area equipment, playing fields and amenity open space on the Land under the terms of the Outline Consent, the Principal Deed, all related reserved matters approvals and this Deed

- 7.3 The Council and the Developers agree that (subject to the carrying out of the Remedial Works in accordance with the provisions of Schedule 2 and the issue of a Completion Report that is approved by the Council in accordance with paragraph 6 of Schedule 2) the Landscaping Works and the Public Open Space Works have been carried out and completed to the Council's reasonable satisfaction so that all requirements for landscaping (including landscaping adjoining the Gillibrand link road) the provision of public open space, play areas, play area equipment, playing fields and amenity open space on the Land under the terms of the Outline Consent, the Principal Deed, all related reserved matters approvals and this Deed shall be fully satisfied and discharged upon the discharge of the obligations detailed in this clause 7.
- 7.4 The Developers have constructed a Multi Use Games Area and the toddlers' play area shown on Plan 2 and have equipped the same with play equipment and there is no requirement for any further provision on the Land or any other land of play areas.
- 7.5 No later than the date 3 calendar months following the date of this Deed:
- 7.5.1 Redrow shall pay to the Council the sum of Thirty Seven Thousand Five Hundred Pounds (£37,500); and
- 7.5.2 Wainhomes shall pay to the Council the sum of Thirty Seven Thousand Five Hundred Pounds (£37,500)
- as a contribution towards the cost of the construction of a footbridge and footpath leading to Whitworth Road through part of the Land known as Copperworks Wood
- 7.6 No element of the Public Open Space Commuted Sum shall be payable in relation to those parcels of the Public Open Space now in the ownership of the Council and the Developers shall have no further liability whatsoever in relation thereto and the Council shall be solely responsible for the future maintenance thereof
- 7.7 In relation to the Public Open Space within 3 calendar months following the approval by the Council of a Completion Report in respect of such Public Open Space and subject to receipt by each of the Developers from the Council of an invoice for 50% of the Public Open Space Commuted Sum the Council and the Developers shall enter into a Public Open Space Transfer of the Public Open Space and upon completion of such Public Open Space Transfer Redrow and Wainhomes shall each pay to the Council 50% of the Public Open Space Commuted Sum whereafter the Council shall be solely responsible for the future maintenance of such parcels of the Public Open Space

- 7.8 The Developers shall diligently commence and proceed to carry out and complete the Remedial Works in accordance with the provisions of Schedule 2
- 7.9 Any disputes or differences arising as to the right or obligations under this clause 7 or any failure to agree upon any matter as required by this clause 7 may be referred to the decision of a single expert who shall be agreed between the parties or, failing agreement between them, shall be appointed (on the application of any of the parties at any time) by the president for the time being of the Royal Institute of Chartered Surveyors or his duly appointed deputy as the case may be. The expert shall act as an expert and not as an arbitrator and his decision shall be final and binding on all the parties but before making a decision he should give all parties a full opportunity of making such representations by written statement as they may reasonably require. The costs of the reference shall be borne by the parties in the manner that the expert shall determine.

**8. Planning Condition 16 of Outline Consent**

- 8.1 The Council accepts and confirms that (whilst the Developers have secured the grant of reserved matters approval for the construction of a community centre in accordance with condition 16 of the Outline Consent) at the request of the Council (which has asked for the location and specification of the required community centre to be changed) the Developers have not constructed the community centre prior to the occupation of 450 dwellings constructed on the Land.
- 8.2 The Council and the Developers have agreed revised terms for the provision of a community centre and accordingly the Council undertakes to the Developers that the Council will not take any enforcement action against the Developers in relation to the said breach of condition 16 of the Outline Consent

**9. HB (LCS) consent**

HB (LCS) hereby consents to the creation of this supplemental agreement

**IN WITNESS** whereof the Council and the Developers have executed this their Deed the day and year first above written

**SCHEDULE 1**

**Land**

All that land measuring in area 30 hectares or thereabouts to the south of Copper Woods Works to the west of Gillibrand Hall and to the north and west of Southlands School Clover Road Gillibrand Chorley shown edged in red on Plan 1 annexed to this Deed

**SCHEDULE 2**  
**Remedial Works**

1. Within 2 weeks of signing this Deed the Developers will commence work on the agreed borehole replacement works and thereafter on the remedial works to the existing venting scheme comprising the Remedial Works.
2. In discharging their obligations contained at paragraph 1 the Developers will commence the drilling and installation of 14 replacement boreholes to supplement the existing 11 serviceable boreholes.
3. The location of the existing serviceable boreholes and the new replacement boreholes are as shown on the attached plan (Drawing No: A061273/Rem1) and as agreed with the Council.
4. Once the replacement monitoring wells have been installed the Developers will inform the Council that the same have been installed and will then instruct the Consultant Engineer to monitor the boreholes for an initial period of three months commencing one week after the well construction. During this period the wells shall be monitored on 8 occasions during weeks - post well construction - 1, 2, 3, 4, 6, 8, 10 and 12. During the monitoring period measurements will be taken on at least two occasions of low pressure (<1000mb) or during conditions of falling atmospheric pressure.
5. The Consultant Engineer shall assess the findings of the monitoring works in accordance with the risk assessment approach as set out in CIRIA C665 and BS 8485:2007.
6. If the gas risk at this stage is determined to be Characteristic Gas Situation 2 (NHBC Amber 1 or Green) or below then no further monitoring will be deemed to be required and (subject to the remedial works on the venting system being completed) the cowls will be fitted to all vent stacks, a completion report prepared and submitted for approval to the Council (not to be unreasonably withheld or delayed) and any works licence surrendered.
7. If the gas risk at this stage is determined to be Characteristic Gas Situation 3 (NHBC Amber 2) or higher then the site will be monitored for a further 3 month period on a fortnightly basis and the gas risk re-appraised and such action as the Consultant Engineer shall recommend shall be taken at the cost of the Developers.
8. The process set out at paragraph 7 shall be repeated as often as necessary until such time as the gas risk is determined to be Characteristic Gas Situation 2 (NHBC Amber 1 or Green) or below whereupon the provisions of paragraph 6 shall apply

9. If there is any disagreement about the course of action recommended by the Consultant Engineer or whether or not the Council is acting reasonably in withholding its approval of any Completion Report then either party may refer the dispute to an independent expert for determination in accordance with clause 7 of this Deed.



The Common Seal of **CHORLEY BOROUGH COUNCIL**

was affixed in the presence of:-

29587

Executed as a deed by **STEVEN GREENHART & ANTHONY STEVENS.**  
**REDROW HOMES LIMITED**  
acting by its attorneys  
and pursuant to a power of attorney  
dated

in the presence of:

Attorney

Attorney

Witness Signature:

Witness Name:

Witness Address:

Witness Occupation:

*SHAWA IRENONUM*  
*90 REDROW HOUSE, ST DAVIDS PARK*  
*RIVINGTON CHS 3RY*  
*PERSONAL ASSISTANT*

EXECUTED as a Deed by  
**HB (LCS) LIMITED**

Acting by a director in the presence of:-

*H. Davis*

.....  
Director

*Director/Secretary*  
Witness sign:

Print name:

Address:

Occupation



29587

EXECUTED as a Deed by

**WAINHOMES LIMITED**

Acting by a director and its Secretary/2 Directors etc

*Always in the presence of*

.....

Director

*v Michael Campbell*

**Michael Campbell**

.....

Director/Secretary

*Beverly Fury*

**Beverly Fury**

**Sadie Leigh  
1 Lumsdale Road  
Stretford  
M32 0UT**

*P-LLM*

APPENDIX

Public Open Space 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.

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.

1	Title number(s) out of which the property is transferred:
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>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:</p> <p><u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: 2436950</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: 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>
7	<p>Transferee's intended address(es) for service for entry in the register:</p> <p>Town Hall Market Street Chorley Lancashire PR7 1DP</p>

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.

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

8	The transferor transfers the property to the transferee
9	Consideration  <input type="checkbox"/> The transferor has received from the transferee for the property the following sum (in words and figures):  <input checked="" type="checkbox"/> The transfer is not for money or anything that has a monetary value  <input type="checkbox"/> Insert other receipt as appropriate:
10	The transferor transfers with  <input type="checkbox"/> full title guarantee <input type="checkbox"/> limited title guarantee
11	Declaration of trust. The transferee is more than one person and  <input type="checkbox"/> they are to hold the property on trust for themselves as joint tenants  <input type="checkbox"/> they are to hold the property on trust for themselves as tenants in common in equal shares  <input type="checkbox"/> they are to hold the property on trust:
12	Additional provisions  Definitions  In this Transfer: 1) "the Property" means the property hereby transferred 2) "the Plan" means the plan annexed to this Transfer 3) "the Benefited Land" means the land adjoining or neighbouring the Property now or formerly in the ownership of the Transferor 4) "the Rights" means the rights set out in the First Schedule for the benefit of the Benefited Land 5) "the Existing Matters" means the covenants contained in or referred to in the Charges Register to Title ..... 6) "the Covenants" mean the covenants set out in the Second Schedule for the benefit of the Benefited Land.  1. This Transfer is made PURSUANT to the Open Spaces Act 1906 and all other powers enabling the parties hereto by way of free gift absolutely reserving unto the Transferor and its successors in title the owners and occupiers from time to time of the Benefited Land and each and every part thereof in fee simple the Rights but subject to and (where appropriate) with the benefit of the Existing Matters  2. The Transferee covenants with the Transferor that the Transferee and its successors in title will observe and perform the Covenants with the intention that the burden of this covenant shall run with and bind each and every part of the Property and so as to benefit the Benefited Land and each and every part thereof into whosoever hands the same may come

3. With the object of giving the Transferor a complete indemnity but not for any other purpose the Transferee covenants with the Transferor from the date of this Transfer to observe and perform the Existing Matters so far as they relate to the Property and are capable of being enforced and any breach of them would or could expose the Transferor to liability and to that extent to indemnify the Transferor against all costs claims and demands in respect of any breach of them

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

**THE FIRST SCHEDULE**  
(The Rights)

For the benefit of the Benefited Land and all other adjoining or neighbouring land of the Transferor capable of being benefited thereby:

1 the right to lay pipes wires cables drains sewers and other conducting media in under or over the Property with such ancillary rights as the Transferor shall reasonably require for the future use maintenance and repair and replacement thereof and the right of the Transferor to procure the adoption of any of the said conducting media by the relevant utility save that such rights as aforesaid shall be subject to

1.1 save in the case of emergency an obligation to give the Transferee one month's prior written notice of a requirement to dig up or excavate any part of the Property as may be necessary for any of the aforesaid purposes and

1.2 an obligation to cause no unnecessary damage to the Property in the exercise of the aforesaid rights and to make good as soon as possible any damage caused

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

Rights reserved for the benefit of other land

Include words of covenant.

Restrictive covenants by the transferee

**THE SECOND SCHEDULE**  
(The Covenants)

That the Property shall be used as an open space within the meaning of the Open Spaces Act 1906 and that the Transferee shall not use or allow or cause the Property to be used for any other purpose and shall not dispose of the Property without imposing a covenant restricting the use of the Property to that of open space for recreational purposes

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.

13 Execution

SIGNED AS A DEED by  
[ ] LIMITED

Director

Director/Secretary

THE COMMON SEAL of )  
CHORLEY BOROUGH COUNCIL )  
was hereunto affixed )  
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.

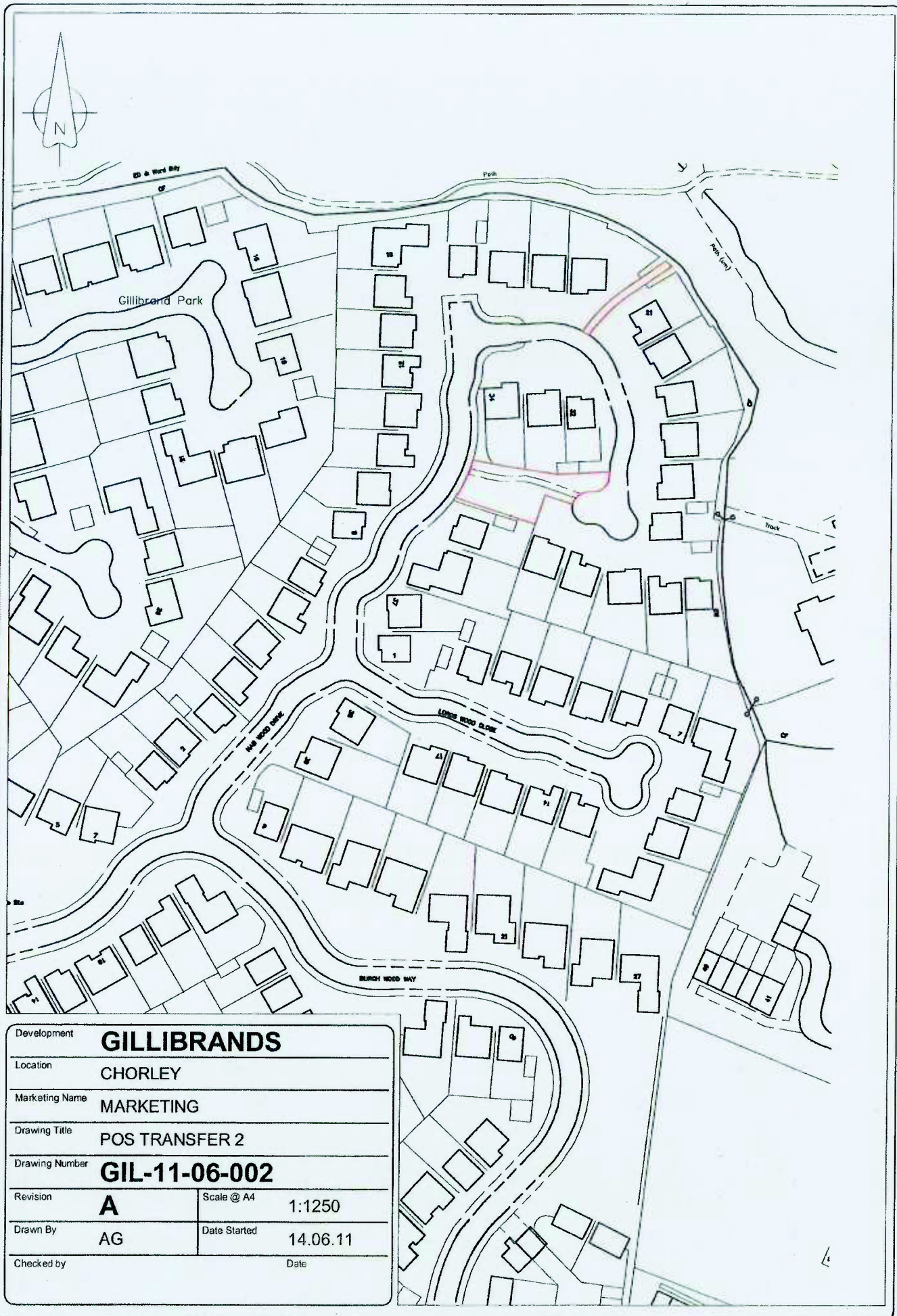
Under section 66 of the Land Registration Act 2002 most documents (including this form) kept by the registrar relating to an application to the registrar or referred to in the register are open to public inspection and copying. If you believe a document contains prejudicial information, you may apply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



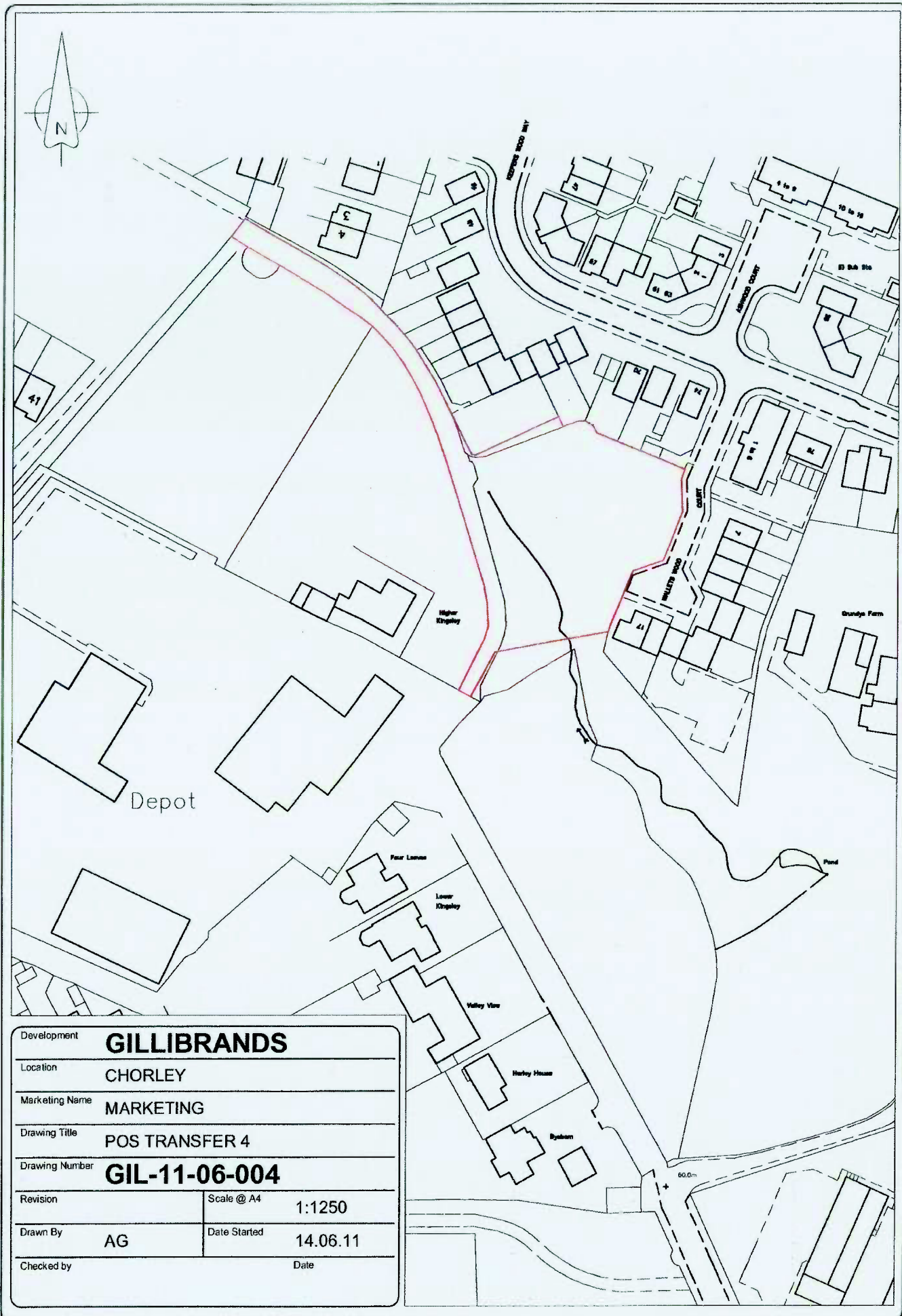


Development	<b>GILLIBRANDS</b>	
Location	CHORLEY	
Marketing Name	MARKETING	
Drawing Title	POS TRANSFER 1	
Drawing Number	<b>GIL-11-06-001</b>	
Revision	<b>A</b>	Scale @ A4 1:1250
Drawn By	AG	Date Started 14.06.11
Checked by		Date









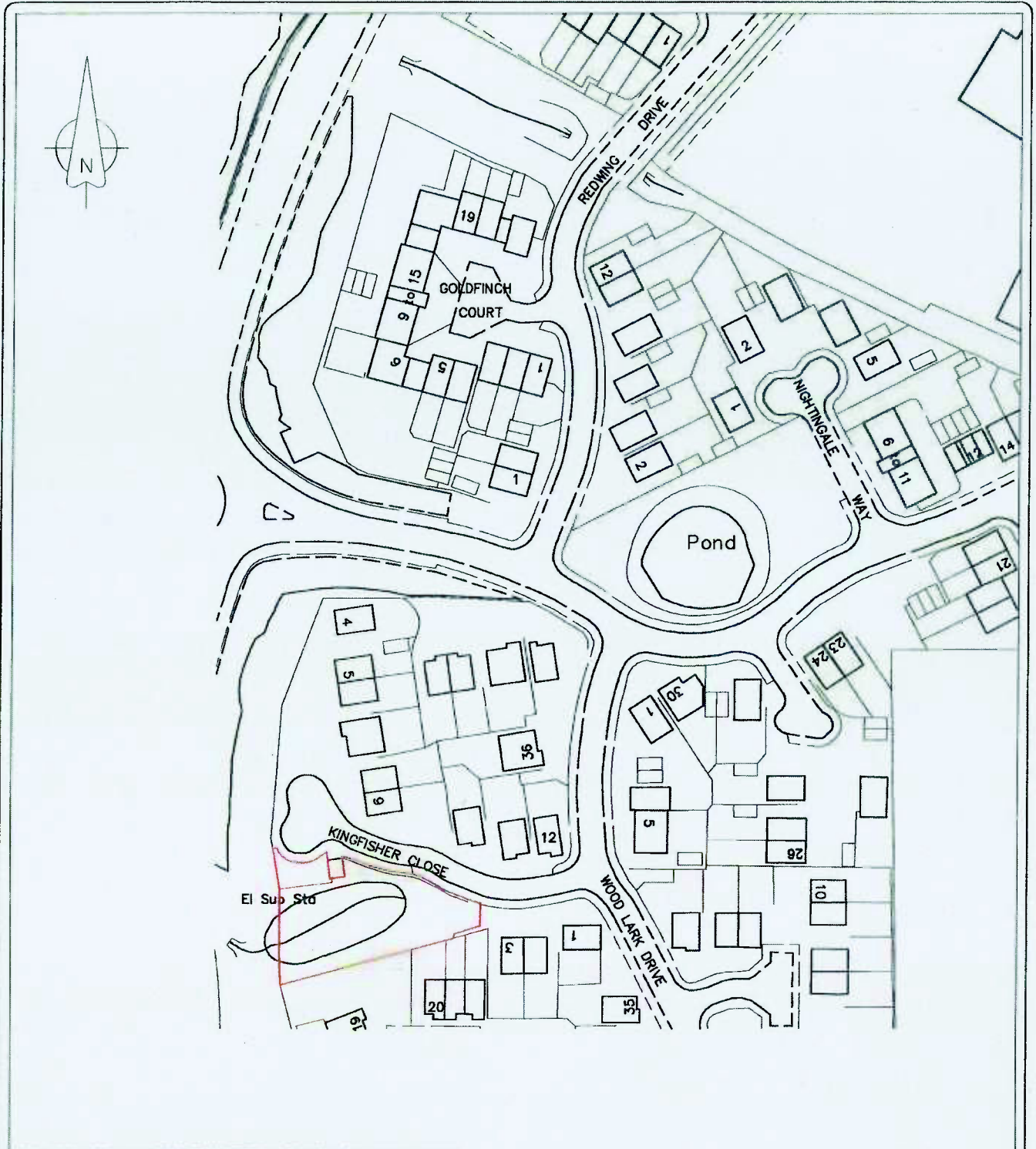
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Location	CHORLEY	
Marketing Name	MARKETING	
Drawing Title	POS TRANSFER 4	
Drawing Number	<b>GIL-11-06-004</b>	
Revision	Scale @ A4	1:1250
Drawn By	Date Started	14.06.11
Checked by	Date	



Development	<b>GILLIBRANDS</b>	
Location	CHORLEY	
Marketing Name	MARKETING	
Drawing Title	POS TRANSFER 5	
Drawing Number	<b>GIL-11-06-005</b>	
Revision	<b>A</b>	Scale @ A4 1:1250
Drawn By	AG	Date Started 14.06.11
Checked by		Date



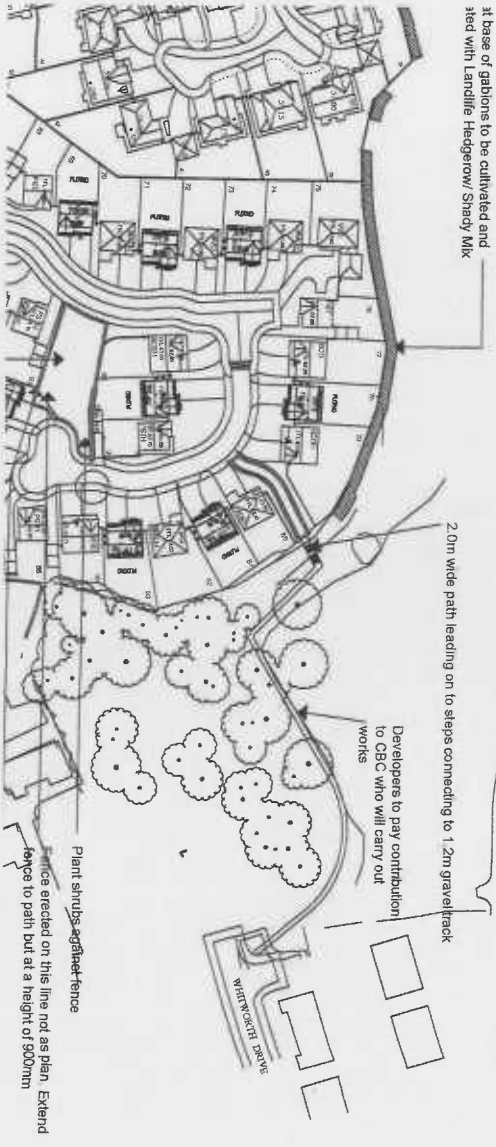
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Location	CHORLEY	
Marketing Name	MARKETING	
Drawing Title	POS TRANSFER 6	
Drawing Number	<b>GIL-11-06-006</b>	
Revision	Scale @ A4	1:1250
Drawn By	Date Started	14.06.11
Checked by	Date	

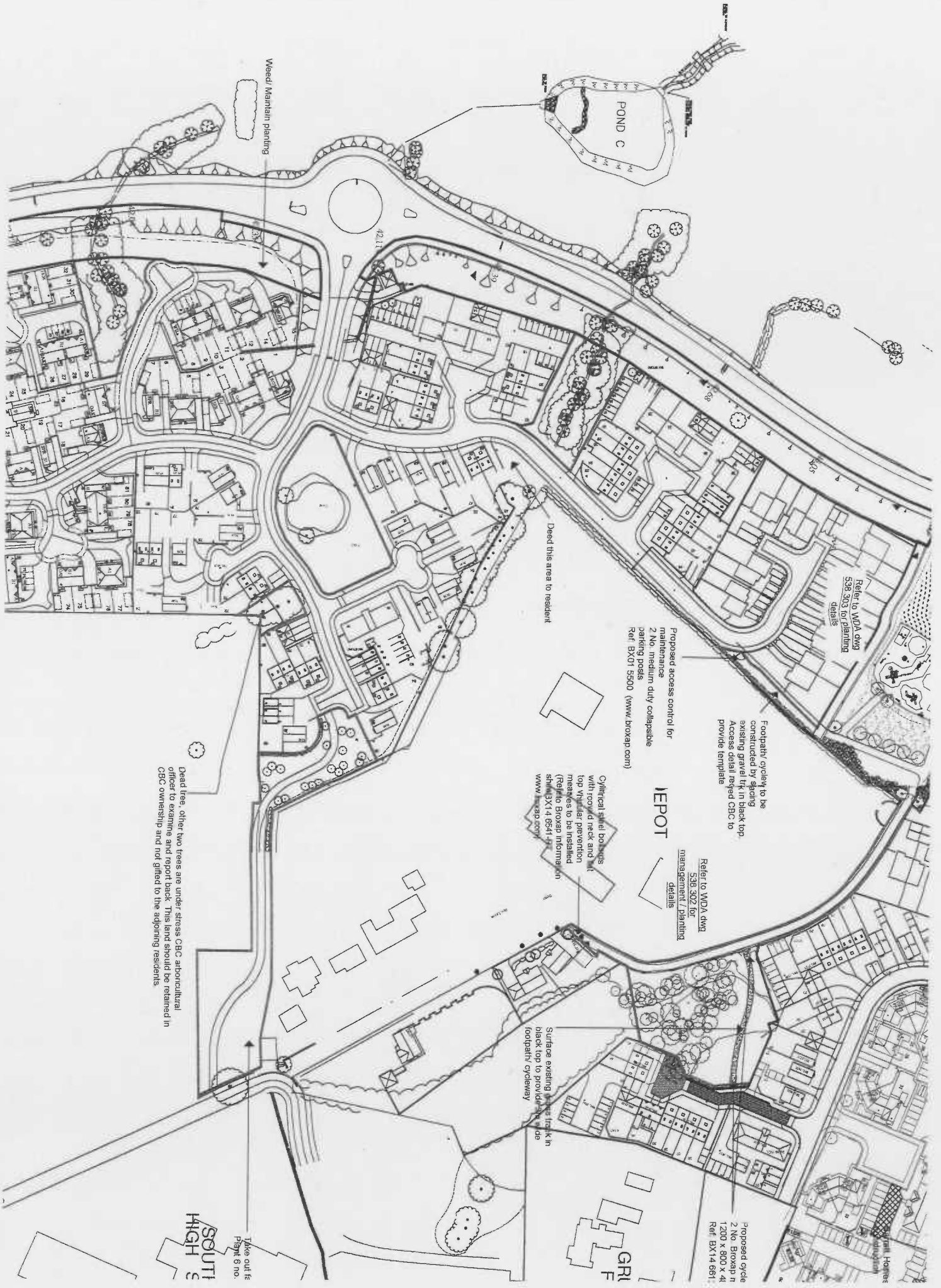


Development	<b>GILLIBRANDS</b>	
Location	CHORLEY	
Marketing Name	MARKETING	
Drawing Title	POS TRANSFER 7	
Drawing Number	<b>GIL-11-06-007</b>	
Revision	<b>A</b>	Scale @ A4 1:1250
Drawn By	AG	Date Started 14.06.11
Checked by		Date









Weed/ Maintain planting

POND C

Dead trees, other two trees are under stress. CBC arboricultural officer to examine and report back. This land should be retained in CBC ownership and not gifted to the adjoining residents

Proposed access control for maintenance parking posts  
2 No. medium duty collapsible  
Ref Bx01 5500 (www.brixap.com)

Footpath/cycleway to be constructed by spacing existing gravel tik in black top  
Access detail revised CBC to provide template

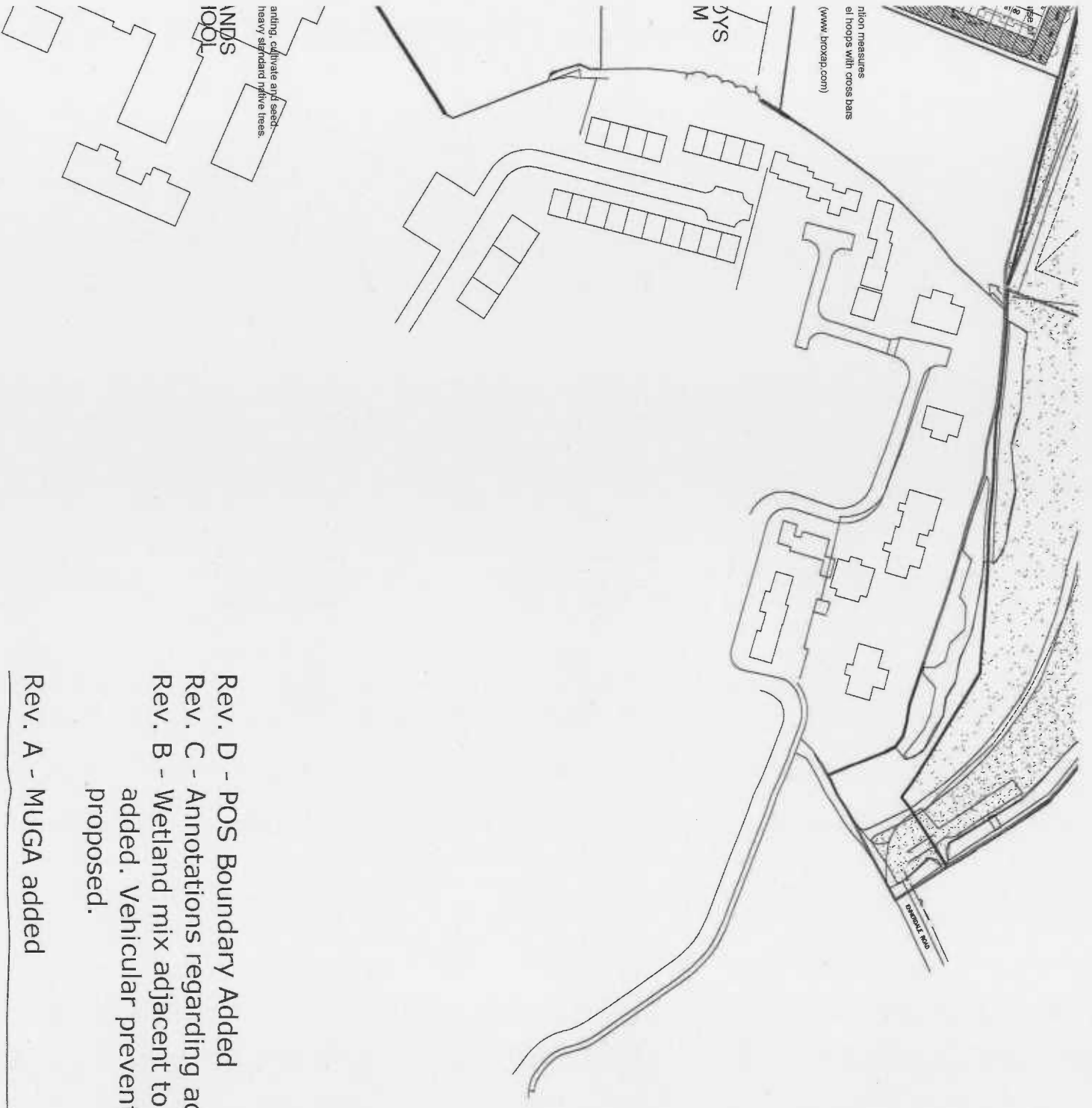
IEPOT  
Refer to WDA dwg 536 302 for management / planting details

Cylindrical steel bollards with rounded neck and ball top. Visual deterrent measures to be installed (Refer to Brixap information sheet BX14 6541 - www.brixap.com)

Surface existing gravel tik in black top to provide wide footpath/cycleway

Proposed cycle  
2 No. Brixap h  
1200 x 800 x 41  
Ref BX14 661

Take out to  
Plan 6 no  
SOUTH HIGH 5

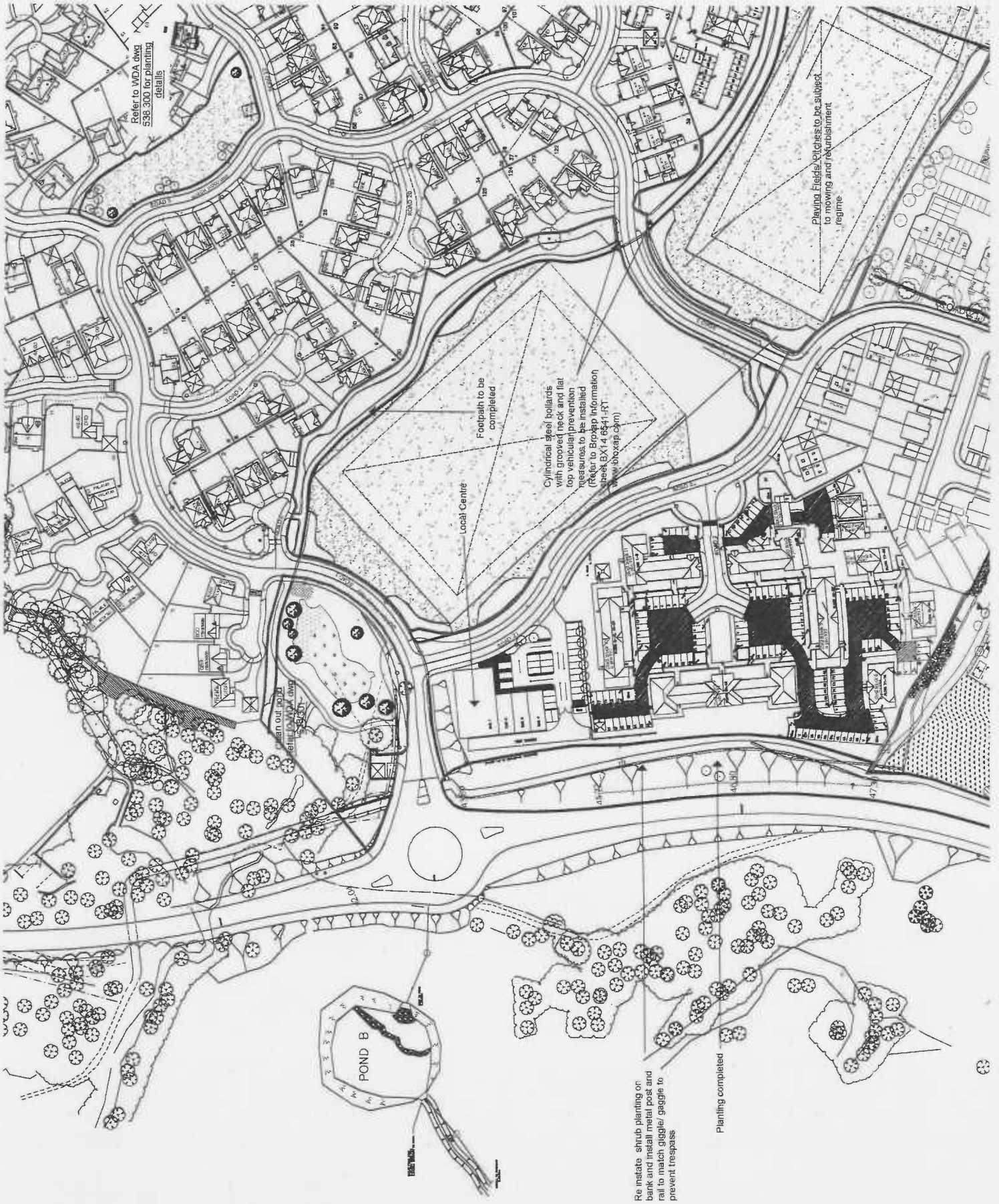


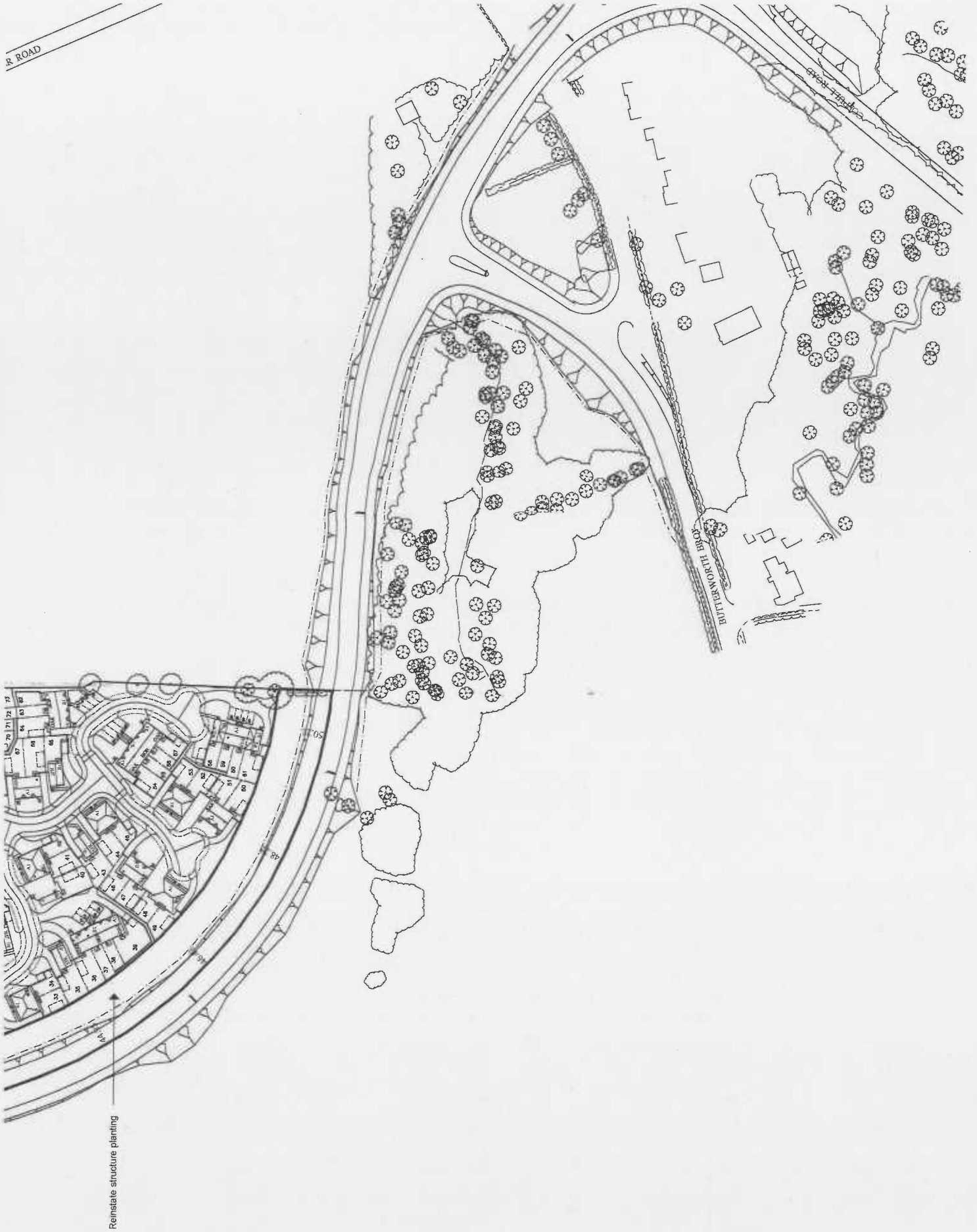
- Rev. D - POS Boundary Added
- Rev. C - Annotations regarding access control added
- Rev. B - Wetland mix adjacent to Redwing Play Area added. Vehicular prevention measures proposed.

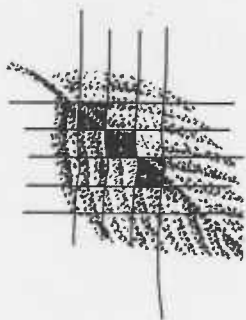
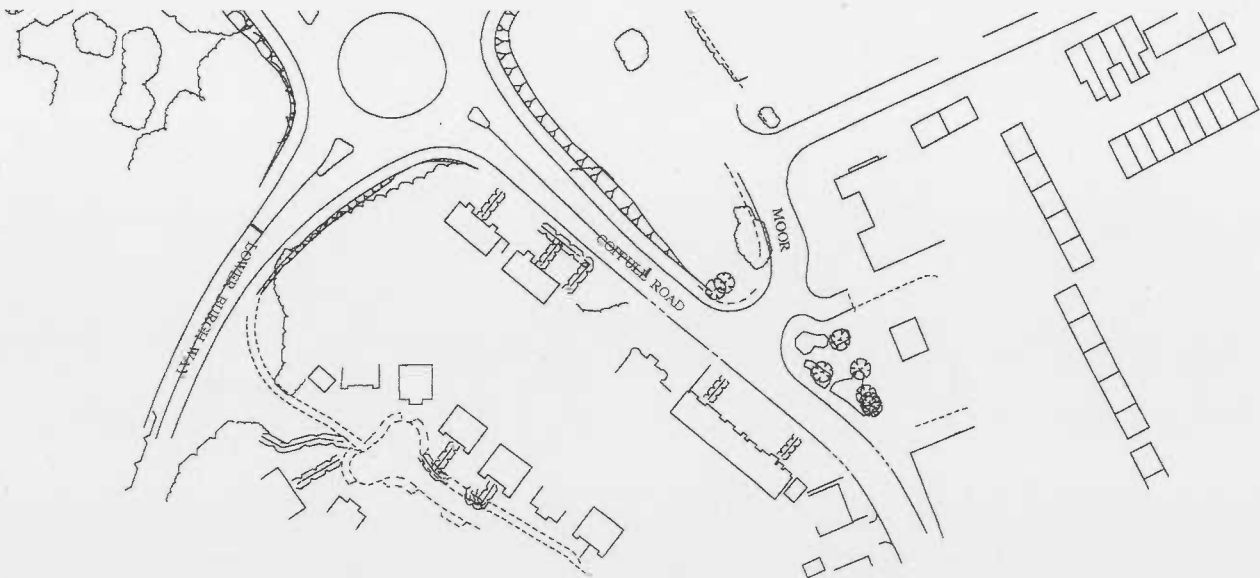
Rev. A - MUGA added











*W. Dodwell*  
*W. Dodwell*  
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*W. Dodwell*

**WOOLERTON DODWELL ASSOCIATES**  
 Chartered Landscape Architects  
 Environmental Planning Consultants

Mawson House, 4 Fenton Street, Lancaster, LA1 1TE  
 Tel 01524 842000 admin@woolertondodwell.co.uk

Project

**Gillibrands**

for Redrow and Taylor Wimpey

**PLAN 2**

Drawing No.	Date.	Scale.
538/200 Rev D	Sept 08	1:1250

Drawn By.	Checked By.
SC	RJA