

DATED

4 December

2015

CHORLEY BOROUGH COUNCIL

and

EUXTON LANE DEVELOPMENTS LIMITED

and

STAPLEFIELDS LIMITED

A PLANNING OBLIGATION BY AGREEMENT

relating to land

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

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

BETWEEN

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

1. Recitals

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

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

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

2. Definitions and Interpretation

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

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

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

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

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

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

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

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

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

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

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

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

3. Legal Effect

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

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

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

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

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

4. Commencement

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

5. The Covenants of the Owner

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

6. The Covenants of the Developer

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

7. The Covenants of the Council

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

8. Agreements and Declarations

It is hereby agreed and declared as follows:

8.1 Save as provided in respect of the successors in title to the Site or any successor to the relevant statutory functions of the Council this Agreement shall not be enforceable by any third party pursuant to the Contracts (Rights of Third Parties) Act 1999.

8.2 The Owner and/or Developer shall notify the Council in advance of the Commencement of the Residential Development Land.

8.3 This Agreement is governed by and interpreted in accordance with the Law of England and the parties submit to the non exclusive jurisdiction of the Courts of England.

8.4 Any notice or other written communication to be served by one party upon any other pursuant to the terms of this Agreement shall be deemed to have been validly served if delivered by hand or sent by pre-paid first class or recorded delivery post to the party to be served at its address herein specified or such other address as may from time to time be notified for this purpose by notice served under this Agreement and any such notice or other written communication to be given by the Council and/or the County Council shall be deemed valid and effectual if on its face value it is signed on behalf of the Council and/or the County Council by an officer or duly authorised signatory thereof.

8.5 Where any certificate, consent, permission, nomination or other approval is to be given by any party or any person on behalf of any party hereto under this Agreement the decision of the same shall not be unreasonably withheld or delayed and if refused written reasons for the refusal shall be provided.

8.6 No person shall be liable for breach of a covenant contained in this Agreement after it shall have parted with all interest in the Residential Development Land or that part of the Residential Development Land in respect of which such breach occurred but without prejudice to liability for any subsisting breach of covenant prior to parting with such interest.

8.7 This Agreement shall not be enforceable against:

8.7.1 owner-occupiers or tenants or mortgagees of those owner-occupiers or tenants of any Dwelling constructed pursuant to the Planning Permission or against those deriving title there from;

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

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

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

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

9. Disputes

9.1 Unless and to the extent not specified otherwise in this Agreement any dispute (save for any disputes as to matters of law) shall be referred at any appropriate time by any party hereto to a person having appropriate professional qualifications and experience in such matters ("**the Expert**") appointed jointly by the parties or in default by the President for the time being of the Royal Institution of Chartered Surveyors or the President of such other professional body as shall be relevant for the nature of the dispute in question (as appropriate) (or on his behalf) on the application of either party.

9.2 The Expert shall have at least 10 years post qualification experience in the area of the dispute in question.

9.3 The Expert shall act as an expert and not as an arbitrator and the decision of the Expert shall be final and binding upon the parties and the following provisions shall apply to the Expert.

9.4 The charges and expenses of the Expert shall be borne between the parties in such proportions as the Expert may direct.

9.5 The Expert shall give each of the parties an opportunity to make representations to him before making his decision which he shall make available to the other parties on request.

9.6 The Expert shall be entitled to obtain opinions from others if he so wishes.

9.7 The Expert shall make his decision on valuation matters within the range of any representations made by the parties.

9.8 The Expert shall comply with any time limits or other directions agreed by the parties on or before his appointment.

9.9 If the Expert is unable or unwilling to accept his appointment or to carry out his functions then either party may apply for a replacement to be appointed in his place and this procedure may be repeated as often as necessary.

9.10 The decision of the Expert must be given in writing setting out the reasons behind such decision.

9.11 If the parties fail to agree as to the nature of the difference or question then a decision as to the nature of such difference or question shall be referred to a solicitor of at least ten (10) years post qualification experience in the same manner and the same terms as set out in clauses 8.1 to 8.10 inclusive who shall determine which type of professional should be appointed in relation to such matter.

10 Mortgagee in Possession

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

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

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

11. Legal Fees

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

12. Developer's Consent

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

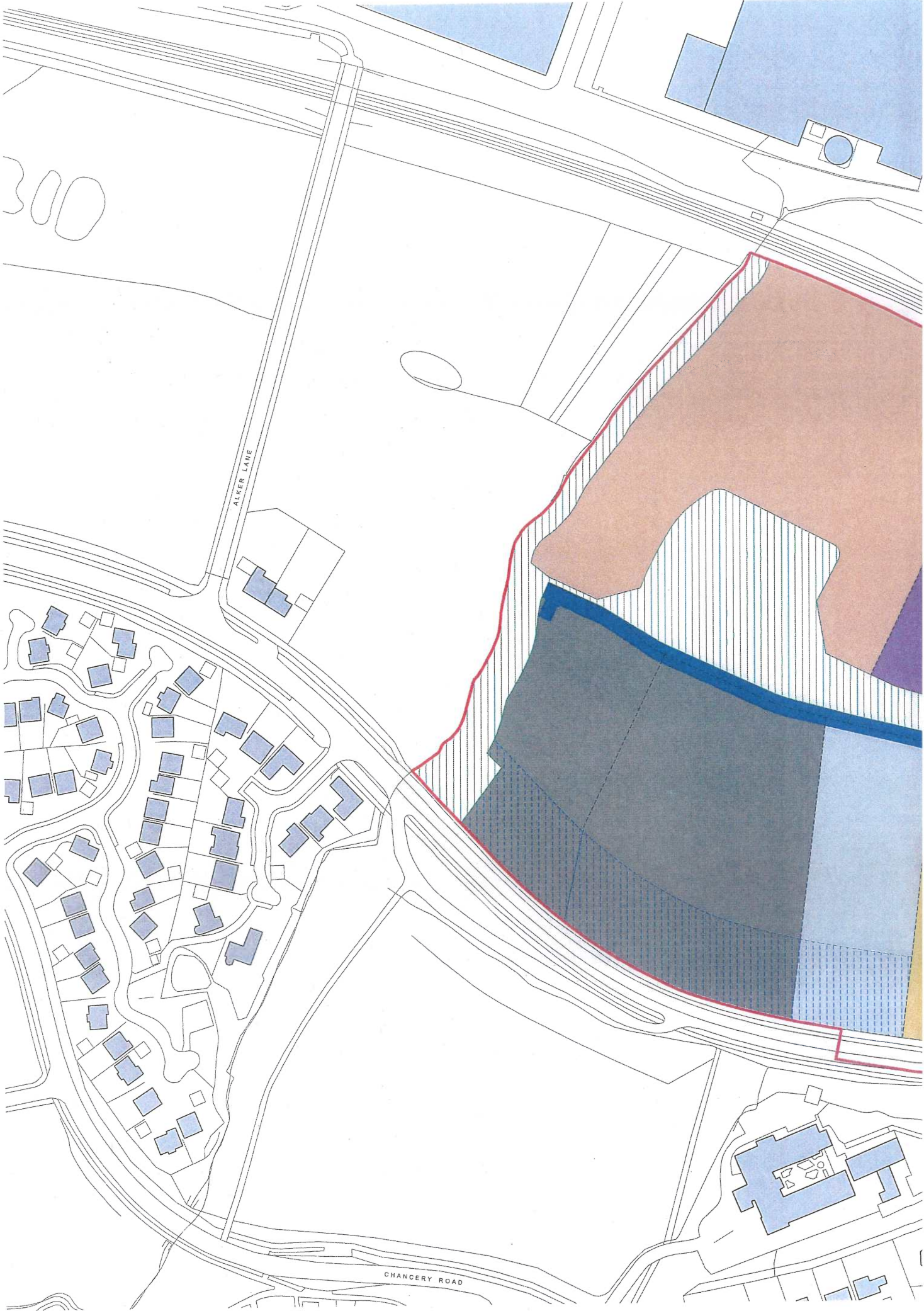
13. Notice of Change in Ownership

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

THE FIRST SCHEDULE

THE SITE

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



300

ALKER LANE

CHANCERY ROAD

THE SECOND SCHEDULE

DESCRIPTION OF THE DEVELOPMENT

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

Application No: 15/00224/OUTMAJ

THE THIRD SCHEDULE
DRAFT PLANNING PERMISSION

OUTLINE PLANNING PERMISSION

Town and Country Planning Act 1990

Applicant:

Euxton Lane Developments
C/o Agent

Agent:

P4 Planning Limited
111 Piccadilly Manchester M1 2HY

Application Number
15/00224/OUTMAJ

Date Received
11 March 2015

The Development:

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

Location:

Land 200M North Of Derian House Euxton Lane Chorley

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7. Prior to any development commencing on the site:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The Travel Plan shall be implemented as approved.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Reason: To ensure the scheme promotes habitat enhancement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Signed:

Date:

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

THE FOURTH SCHEDULE

OWNER'S AND DEVELOPER'S COVENANTS

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

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

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

2. Open Space

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

3. Transfer to Management Company

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

4. Playing Pitches Contribution

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

THE FIFTH SCHEDULE

AFFORDABLE HOUSING

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

Part 1

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

Part 2

A Construction of the Affordable Housing Units

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

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

B Transfer of the Affordable Housing Units

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

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

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

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

10. In the event that either:

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

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

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

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

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

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

13.1 In respect of the Social Rented Units:

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

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

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

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

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

THE SIXTH SCHEDULE

Obligations in respect of Affordable Housing Units

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

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

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

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

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

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

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

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

1. Definitions:

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

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

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

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

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

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

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

2. Liaison arrangements

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

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

3. Allocations Criteria

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

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

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

4. Criteria for selecting nominations

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

5. Procedures for nominations

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

6. Confidential Information

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

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

7. Equal Opportunities

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

8. Notices

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

9. Transfers To Other Affordable Housing Providers

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

10. Disputes

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

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

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

**THE NINTH SCHEDULE
ELIGIBILITY FOR INTERMEDIATE UNITS**

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

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

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

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

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

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

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

THE ELEVENTH SCHEDULE

The Council's Covenants

1. Contributions

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

2. Open Space

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

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

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

THE TWELFTH SCHEDULE

Transfer

Land Registry

Transfer of part of registered title(s)

TP1

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

Leave blank if not yet registered.

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

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

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

For example 'edged red'.

For example 'edged and numbered 1 in blue'.

Any plan lodged must be signed by the transferor.

Give full name(s).

Complete as appropriate where the transferor is a company.

Give full name(s).

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

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

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

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

Place 'X' in any box that applies.

Add any modifications.

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

Complete as necessary.

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

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

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

Use this panel for:

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

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

Any other land affected by rights granted

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

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

8 The transferor transfers the property to the transferee

9 Consideration

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

10 The transferor transfers with

- full title guarantee
- limited title guarantee

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

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

12 Additional provisions

12.1 DEFINITIONS AND INTERPRETATION

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

12.1.2 "Plan" means the Plan annexed to this Transfer

12.1.3 "Retained Land" means the land retained by the

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

Transferor being the Estate excluding the Property

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

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

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

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

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

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

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

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

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

Rights granted for the benefit of the property

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

12.2 RIGHTS RESERVED FOR THE BENEFIT OF THE RETAINED LAND

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

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

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

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

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

12.2.4.1 a wayleave; or

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

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

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

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

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

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

Include words of covenant.

Restrictive covenants by the transferee

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

Include words of covenant.

Restrictive covenants by the transferor

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

Other

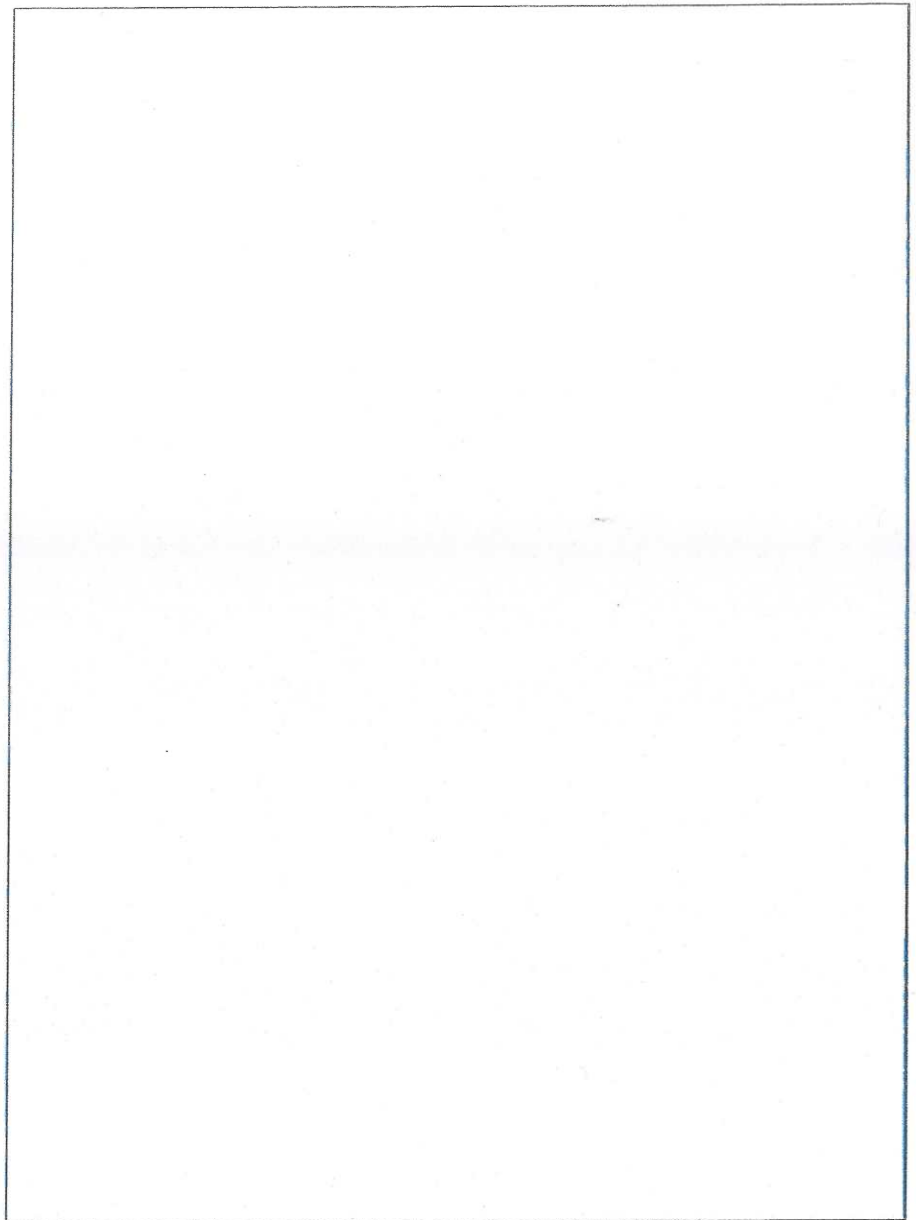
The transferor must execute this transfer as a deed using the space opposite. If there is more than one transferor, all must execute. Forms of execution are given in Schedule 9 to the Land Registration Rules 2003. If the transfer contains transferee's covenants or declarations or contains an application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

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

13 Execution

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

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



WARNING

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

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

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

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

EXECUTED AS A DEED by the)

CHORLEY BOROUGH COUNCIL)

by affixing its common seal in the)

presence of:)

Authorised Signatory
[Handwritten Signature]



20926

EXECUTED AS A DEED by)

EUXTON LANE DEVELOPMENTS LIMITED)

acting by two Directors or Director and Secretary)

Director.....
[Handwritten Signature]

Director/Secretary.....
[Handwritten Signature]

EXECUTED AS A DEED by)

STAPLEFIELDS LIMITED)

acting by two Directors or Director and Secretary)

Director.....
[Handwritten Signature]

Director/Secretary.....
[Handwritten Signature]