

FORMER HEAPEY WORKS/KITTIWAKE

PLANNING BACKGROUND

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

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

PLANNING APPLICATIONS

Application: 91/00628/FULMAJ

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

associated car parking

Applicant: Ainscough Metals

Date Decision Issued : 10/12/1991

Decision :Permit Full Planning Permission

Application: 94/00953/FUL

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

Applicant: Maunders Homes (North West) Ltd

Date Decision Issued : 22/08/1995

Decision :Permit Full Planning Permission

Application: 95/00330/FUL

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

Applicant: Hassall Homes (Cheshire)

Date Decision Issued : 22/08/1995

Decision :Permit Full Planning Permission

Application: 95/00718/COU

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

Applicant: Ainscough Metals

Date Decision Issued : 27/01/1998

Decision :Permit Full Planning Permission

Application: 96/00489/FUL

Erection of 24 detached dwellings,

Applicant: Beazer Homes (Stockport) Ltd

Date Decision Issued : 02/12/1996

Decision :Permit Full Planning Permission

Application: 96/00717/FUL

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

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

SECTION 106 AGREEMENTS

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

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

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

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

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

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

HIGHWAYS

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

Highways maintainable at public expense;

Adopted YES - HIGHER HOUSE LANE : BDY LINE OF REAR NUMBER 8
KESTREL CLOSE TO HEAPEY ROAD - A

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

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

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

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

Subject to adoption and, supported by a bond or bond waiver; - None
To be made up by the local authority who will reclaim the cost from the frontagers; - None
To be adopted by a local authority without reclaiming the cost from the frontagers? - None

UNITED UTILITIES – AWAITING CONFIRMATION FROM UU

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

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

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

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

ISSUES ARISING

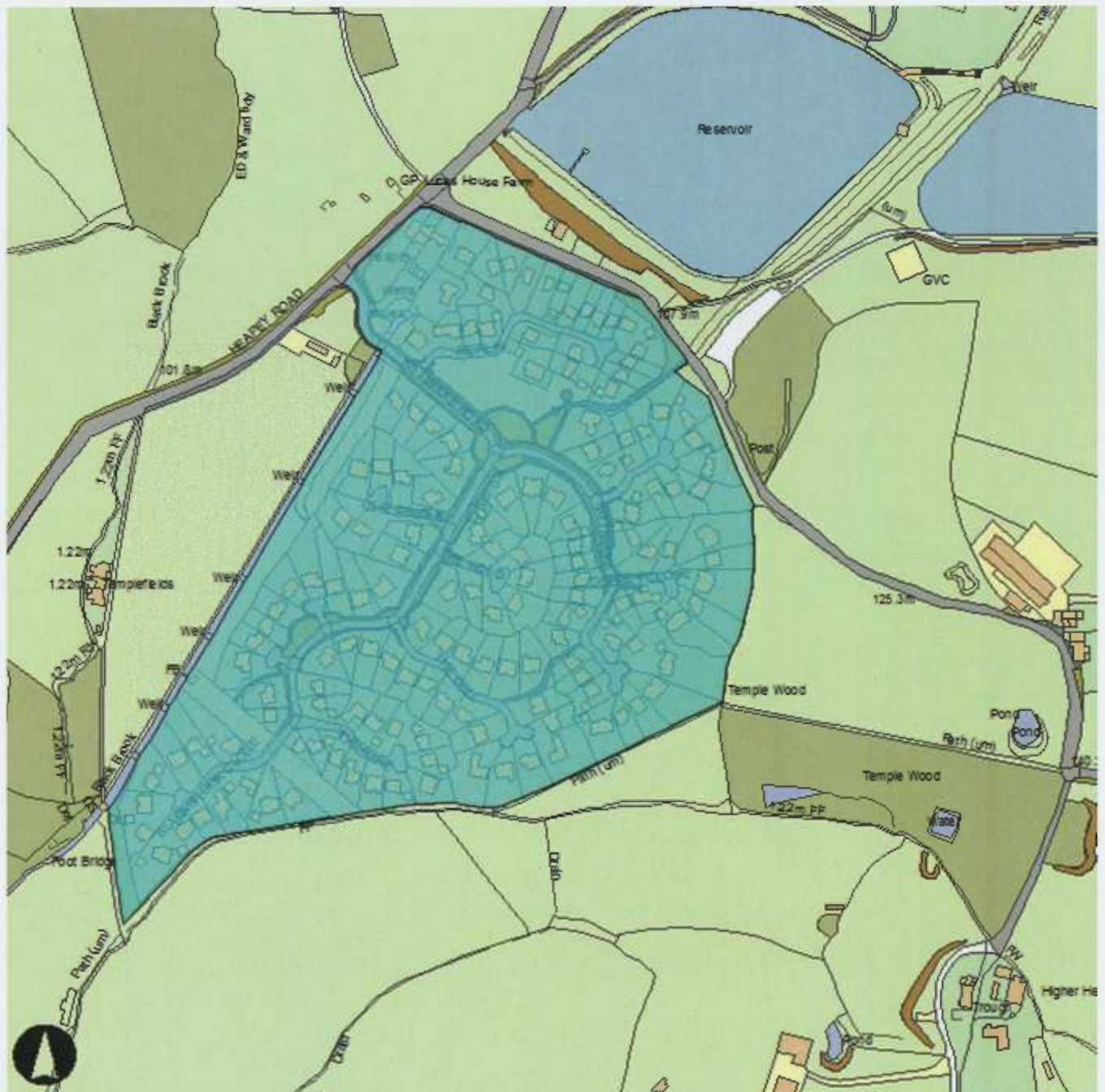
Peripheral planting was not carried out in accordance with the approved plans by Maunders Homes (North West) Ltd/Westbury Homes and it was determined that there was no prospect of the original scheme being implemented, given the lack of satisfactory outcome the Council eventually pursued Court action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

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

PUBLIC OPEN SPACE AND LEISURE FACILITIES ON FORMER HEAPEY WORKS

To follow from People and Places Team

Former Heapey Works/Kittiwake

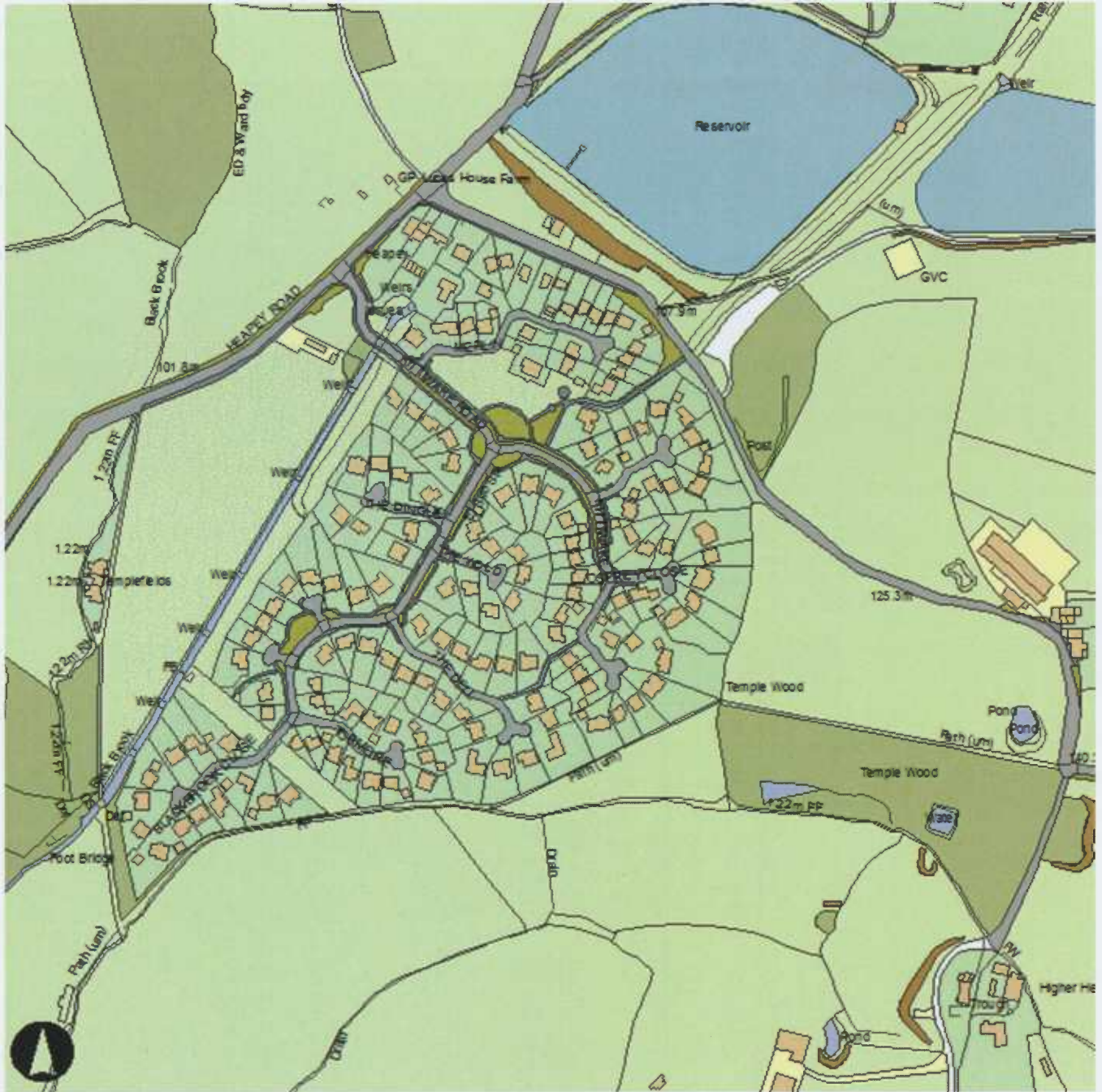


91/00628/FULMAJ (1)
 Planning Applications (1)

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

Copyright

Contains Ordnance Survey data © Crown Copyright and database rights 2012



91/00628/FULMAJ (1)

Planning Applications (1)

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

Copyright

Contains Ordnance Survey data © Crown Copyright and database rights 2012

CHORLEY Borough Council

PLANNING PERMISSION



Town and Country Planning Act 1990

Name and address of applicant

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

Name and address of agent (if any)

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

Part I - Particulars of application

Date of application:

12th July, 1991.

Application no.

9/91/628

Particulars and location of development:

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

Part II - Particulars of decision

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

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

The reasons for the conditions are:

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

see continuation sheet B

Signed:

Date:

19th July, 1993.

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

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

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

CHORLEY Borough Council



PLANNING PERMISSION

Town and Country Planning Act 1990

Continuation Sheet no. 1 of 4

Application no. 9/91/628

Date of Decision: 19th July, 1993.

Conditions Cont

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

CHORLEY Borough Council



PLANNING PERMISSION

Town and Country Planning Act 1990

Continuation Sheet no. 2 of 4

Application no. 9/91/628

Date of Decision: 19th July, 1993.

Conditions Cont

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

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

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

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

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

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

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

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

CHORLEY Borough Council



PLANNING PERMISSION

Town and Country Planning Act 1990

Continuation Sheet no. 3 of 4

Application no. 9/91/628

Date of Decision: 19th July, 1993.

Conditions Cont

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

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

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

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

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

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

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

Reasons Cont

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

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

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

5. In the interests of highway safety.

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

7. To ensure appropriate provision of play areas.

CHORLEY Borough Council



PLANNING PERMISSION

Town and Country Planning Act 1990

Continuation Sheet no. 4 of 4

Application no. 9/91/628

Date of Decision: 19th July, 1993.

Reasons Cont

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

NOTES:

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

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

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

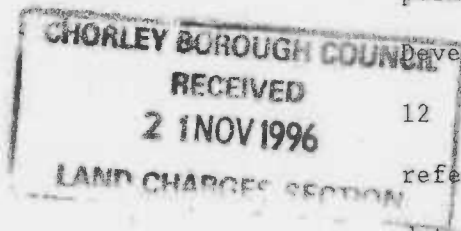
Recitals

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

Definitions and Interpretation

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

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



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

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

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

3. In so far as any of the covenants contained in this Deed are not planning obligations within the meaning of the Act they are entered into pursuant to the powers contained in Section 111 of the Local Government Act 1972 and all other enabling powers
4. The Council is the local authority by which the planning obligations contained in this Deed are enforceable
5. The covenants contained in this Agreement shall only come into effect on the Commencement Date unless otherwise specifically indicated in this Deed
6. No person shall be liable for any breach of the covenants restrictions or obligations contained in this Agreement occurring after he has parted with his interest in the Site or the part of the Site in respect of which such breach occurs
7. This Agreement shall cease to have effect if:-
 - 7.1 the Planning Permission shall be quashed revoked or otherwise withdrawn or modified prior to the Commencement Date or
 - 7.2 the Planning Permission shall expire prior to the Commencement Date or
 - 7.3 planning permission shall be granted subsequently and implemented for proposals incompatible with the Development or with the terms of this Agreement
8. The Landowner covenants with the Council to observe and perform the covenants set out in the Second Schedule in relation to the Development
9. The covenants on the part of the Landowner contained in this Agreement shall not be enforceable against individual purchasers or lessees of dwelling units forming part of the Development or against statutory undertakers in relation to any parts of the Site acquired by them for electricity sub-stations gas governor stations or pumping stations
10. This Agreement shall be registered as a Local Land Charge
11. Any disputes or differences arising between the parties with regard to their respective rights and obligations as to any matter or thing arising out of or in connection with this Agreement shall be referred to

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

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

THE FIRST SCHEDULE

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

THE SECOND SCHEDULE

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

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

W. G. Grombs

Mayor

R. J. J. J.

Borough Solicitor



18,750.
Delegated Powers

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

Director

Secretary

LEGGEN/0310SJ10