

GILLIBRAND

PLANNING BACKGROUND

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

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

PLANNING APPLICATIONS

Application: 96/00034/CB3

Regulation 3 application for construction of Gillibrand Link Road,

Applicant: Chorley Borough Council,

Date Decision Issued: 03/04/1996

Decision: Permit Reg 3 Application

Application: 96/00727/CB4

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

Applicant: Chorley Borough Council,

Date Decision Issued: 03/11/1997

Decision: Permit Outline Planning Permission

Application: 98/00301/REM

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

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

Amend condition 8 of outline planning permission.

Applicant: Redrow Homes (Lancs)Ltd

Date Decision Issued: 17/02/1999

Decision: Approve Reserved Matters

Application: 00/00166/OUT

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

Applicant: Redrow Homes (Lancs) Ltd,

Date Decision Issued: 18/07/2000

Decision: Permit Outline Planning Permission

Application: 01/00150/FUL

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

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

Applicant: Redrow/Wainhomes

Date Decision Issued: 25/04/2001

Decision: Permit retrospective planning permission

Application: 01/00448/REM

Erection of 1 dwelling within parcel 7,

Applicant: Redrow Homes(Lancs) Ltd.,

Date Decision Issued: 17/07/2001

Decision: Permit Full Planning Permission

Application: 01/00644/FUL
Variation of condition no 1 of outline permission 9/00/00166/OUT (for housing development) to
extend the time period for submission of reserved matters from 19.07.2003 to 03.11.2003,
Applicant: Redrow Homes (Lancs) Ltd,
Date Decision Issued: 29/08/2001
Decision: Permit retrospective planning permission

Application: 01/00927/REM
Reserved Matters Application for 80 two storey private residential dwellings & associated works,
Applicant: Redrow Homes (Lancs) Ltd & Wainhomes (Northern) Ltd.,
Date Decision Issued: 10/04/2002
Decision: Approve Reserved Matters

Application: 01/01070/REM
Reserved Matters application for the substitution of 29 dwellings and the erection of 5 additional dwellings,
Applicant: Redrow Homes (Lancs) / Wainhomes (Northern) Ltd
Date Decision Issued: 06/03/2002
Decision: Approve Reserved Matters

Application: 02/00546/REMMAJ
Erection of 57 detached houses on Parcel 2 (substitution of house types previously approved),
Applicant: Redrow Homes (Lancs) Ltd / Wainhomes (Northern) Ltd
Date Decision Issued: 10/09/2002
Decision: Approve Reserved Matters

Application: 02/00709/REMMAJ
Substitution of house type on plots: 60,62,69,71,73,78,81,83,88,90,92,96,101,106,111 and 113,
Applicant: Wilson Connolly Lancashire,
Date Decision Issued: 18/10/2002
Decision: Approve Reserved Matters

Application: 02/00789/REMMAJ
Erection of 83 dwellings in 2 and 3 storey apartment blocks and houses,
Applicant: Redrow Homes(Lancs) Ltd/Wainhomes (Northern) Ltd
Date Decision Issued: 27/11/2002
Decision: Approve Reserved Matters

Application: 02/00796/REMMAJ
Erection of 127no. dwellings and associated infrastructure (Parcels 4 & 5),
Applicant: Wilson Connolly Lancashire,
Date Decision Issued: 22/01/2003
Decision: Approve Reserved Matter

Application: 03/00444/REMMAJ
Erection of 47 house types (between plots 11 and 56, Parcel 1 - as substitute for 44 previously approved),
Applicant: Wilson Connolly,
Date Decision Issued: 29/08/2003

Decision: Approve Reserved Matters

Application: 03/00522/REMMAJ

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

Applicant: Redrow Homes (Lancs) Ltd,

Date Decision Issued: 03/08/2004

Decision: Approve Reserved Matters

Application: 03/00726/FULMAJ

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

applications until 3/11/05,

Applicant: Redrow Homes Ltd/Wilson Connolly,

Date Decision Issued: 26/05/2004

Decision: Permit Full Planning Permission

Application: 03/01017/FULMAJ

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

reserved matters until 3/11/05,

Applicant: Redrow Homes (Lancashire) Ltd,

Date Decision Issued: 26/05/2004

Decision: Permit Full Planning Permission

Application: 03/01180/REMMAJ

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

dwellings previously approved upon plots 38-71 inclusive,

Applicant: Redrow Homes (Lancs) Ltd,

Date Decision Issued: 21/01/2004

Decision: Permit Full Planning Permission

Application: 03/01380/FULMAJ

Erection of 13 houses,

Applicant: Collingwood Housing Association, 11/02/2004

Date Decision Issued: 11/02/2004

Decision: Permit Full Planning Permission

Application: 03/01381/FULMAJ

Erection of 18 houses,

Applicant: Collingwood Housing Association,

Date Decision Issued: 11/02/2004

Decision: Permit Full Planning Permission

Application: 04/00169/FUL

Substitution of house type on plot 73,

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

Date Decision Issued: 14/04/2004

Decision: Permit Full Planning Permission

Application: 05/00556/REMMAJ

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

apartments,
Applicant: Redrow Homes (Lancs) Ltd
Date Decision Issued: 30/11/2005
Decision: Approve Reserved Matters

Application: 05/00670/REM
Reserved Matters Application for formation of access road to serve parcel 8 and the Gillibrand Hall housing site, area of road 361m2
Applicant: Redrow Homes (Lancs) Ltd
Date Decision Issued: 21/12/2005
Decision: Approve Reserved Matters

Application: 05/00969/OUTMAJ
Modification of condition no.1 of Planning Permission 03/1017/FUL to extend the period for the submission of reserved matters until 3/11/2007,
Applicant: Redrow Homes (Lancs) Ltd
Date Decision Issued: 29/06/2006
Decision: Permit Outline Planning Permission

Application: 05/00971/OUTMAJ
Modification of condition no.1 of Planning Permission 03/00726/FULMAJ to extend the period for the submission of reserved matters until 3/11/2007,
Applicant: Redrow Homes (Lancs) Ltd / Taylor Woodrow
Date Decision Issued: 21/12/2005
Decision: Permit Outline Planning Permission

Application: 06/00034/REMMAJ
Erection of 43 No houses and apartments with associated works
Applicant: Barratt Manchester
Date Decision Issued: 29/03/2006
Decision: Approve Reserved Matters

Application: 06/00580/REMMAJ
Erect 87 No dwellings with garages and associated road, sewer and landscaping works
Applicant: Redrow Homes (Lancs) Ltd
Date Decision Issued: 26/07/2006
Decision: Approve Reserved Matters

Application: 06/00908/OUT
Outline application for enhancement of shopping area to include use classes A1, A2, A3 and A5
Applicant: Taylor Woodrow / Redrow
Date Decision Issued: 14/09/2007
Decision: Permit Outline Planning Permission

Application: 08/00949/FULMAJ
Substitution of house types on plots 8 - 15 and plots 80 - 87 and amendment to site layout approved under application 06/00580/REMMAJ
Applicant: Redrow Homes (Lancs) Ltd,
Date Decision Issued: 03/12/2008
Decision: Permit Full Planning Permission

SECTION 106 AGREEMENTS

S106 AGREEMENT LAND AT GILLIBRAND

Section 106 Agreement Town and Country Planning Act 1990 between Chorley Borough Council and Wainhomes Limited and Redrow Homes (Lancashire) Limited
Planning Application 9/96/727
Dated 23rd February 1998
Maintenance of public open space commuted sum to be agreed to be paid on transfer of public open space to the Council.

SECTION 106 AGREEMENT LAND AT GILLIBRAND HALL CHORLEY

Section 106 Agreement Town and Country Planning Act 1990 in respect of land at Gillibrand Hall Grounds, Grosvenor Road Chorley between Chorley Borough Council and Redrow Homes (Lancashire) Limited and Liverpool Roman Catholic Archdiocesan Trustees Incorporated
Planning Application 9/00/166
Dated 17th July 2000
£21,925 towards maintenance of public open space on commencement of 76% of approved dwellings under a reserved matters application consent or before increased under S.106 Agreement of 30th March 2006

S106 AGREEMENT LAND AT GILLIBRAND HALL GROUNDS GROSVENOR RD

Section 106 Agreement Town and Country Planning Act 1990, in relation to land at Gillibrand Hall Grounds Grosvenor Road Chorley, between Chorley Borough Council and Redrow Homes (North West) Limited
Dated 30th March 2006
£25,415 towards maintenance of public open space on commencement of 76% of approved dwellings under a reserved matters application consent or before

S106 AGREEMENT LAND AT GILLIBRAND HALL GROUNDS GROSVENOR RD

Section 106 Agreement Town and Country Planning Act 1990, Supplemental Agreement under Section 106 in relation to land at Gillibrand Hall Grounds Grosvenor Road Chorley, between Chorley Borough Council and Redrow Homes (Lancashire) Limited
Planning Applications: 05/00969/OUTMAJ; 05/00970/OUTMAJ; 06/00580/REMAJ & 08/00949/FUL
Dated 21st October 2009
£25,000, paid April 2010, towards provision and maintenance of off-site equipped play space

S106 AGREEMENT LAND AT GILLIBRAND CHORLEY

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

S106 AGREEMENT LAND AT GILLIBRAND CHORLEY

Section 106 Agreement Town and Country Planning Act 1990, Supplemental Section 106 Agreement relating to land at Gillibrand Chorley between Chorley Borough Council and Wainhomes Limited and Redrow Homes Limited and HB (LCS) Limited dated 8th November 2011
Planning application ref: 96/00727/CB4
Relating to the Community Centre and the transfer of public open space.

HIGHWAYS

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

Highways maintainable at public expense;

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

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

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

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

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

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

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

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

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

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

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

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

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

WOOD WAY RBT SPLITTER - A

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

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

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

Unadopted NO - WOODLARK DRIVE - X

Unadopted NO - GOLFINCH COURT - X

Unadopted NO - ASH WOOD COURT - X

Unadopted NO - NAB WOOD DRIVE - X

Unadopted NO - FIELDFARE COURT - X

Unadopted NO - JUNIPER WOOD CLOSE - X

Unadopted NO - ALMA WOOD CLOSE - X

Unadopted NO - DENHAM WOOD CLOSE - X

Unadopted NO - FOLLY WOOD DRIVE - X

Unadopted NO - KINGFISHER CLOSE - X

Unadopted NO - LODGE WOOD CLOSE - X

Unadopted NO - ARLEY WOOD DRIVE - X

Unadopted NO - ALMA WOOD CLOSE - X

Unadopted NO - NIGHTINGALE WAY - X

Unadopted NO - MOSS WOOD CLOSE - X

Unadopted NO - BOW WOOD CLOSE - X

Unadopted NO - RAVEN CLOSE - X

Unadopted NO - REDWING DRIVE - X

Unadopted NO - DENHAM WOOD CLOSE - X

Unadopted NO - KEEPERS WOOD WAY - X

Unadopted NO - WOOD LARK DRIVE - X

Unadopted NO - NAB WOOD DRIVE - X

Unadopted NO - BURGH WOOD WAY - X

Unadopted NO - BURGH WOOD WAY - X

Unadopted NO - KNOWLES WOOD DRIVE - X

Unadopted NO - JOHNS WOOD CLOSE - X

Unadopted NO - KNOWLES WOOD DRIVE - X

Unadopted NO - HUNTERS WOOD COURT - X

Unadopted NO - WOODCHAT COURT - X

Unadopted NO - GREAT WOOD CLOSE - X

Unadopted NO - DEAN WOOD CLOSE - X

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

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

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

To be made up by the local authority who will reclaim the cost from the frontagers - None
To be adopted by a local authority without reclaiming the cost from the frontagers - None

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

S38 AGREEMENT - PARCEL 11 GILLIBRANDS CHORLEY

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

S38 AGREEMENT - PARCEL 12 GILLIBRANDS CHORLEY

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

S38 AG & S33 COVT DEVELOPMENT AT GILLIBRANDS CHORLEY

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

Dated 31st May 2006

SECT38 AG & SECT 33 COVT SITE AT GILLIBRANDS CHORLEY

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

Dated 17th September 2007

SECT 38 AGREEMENT SITE AT GILLIBRAND HALL

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

Dated 28th March 2008

UNITED UTILITIES – AWAITING CONFIRMATION FROM UU

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

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

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

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

PUBLIC OPEN SPACE AND LEISURE FACILITIES ON GILLIBRAND

To follow from People and Places Team

CHORLEY Borough Council



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

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

Applicant

Chorley Borough Council,

Agent

R P Handseombe ARICS,

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

Part 1 - Particulars of application

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

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

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

Part II - Particulars of decision

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

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

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

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

Reason: To ensure a comprehensive development of the site.

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

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

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

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

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

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

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

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

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

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

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

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

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

Reason: In the interests of highway safety.

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

Reason: In the interests of highway safety.

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

Reason: In the interests of highway safety.

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

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

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

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

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

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

17. Before the development hereby permitted is first commenced, full details of the position, height and appearance of all fences and walls to be erected (notwithstanding any such detail shown on previously submitted plan(s)) shall have been submitted to and approved in writing by the Local Planning Authority. No dwelling shall be occupied until all fences and walls shown in the approved details to bound its plot have been erected in conformity with the approved details. All fences and walls shown in the approved details shall have been erected in conformity with the approved details prior to substantial completion of the development.

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

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

Reason: To secure proper drainage.

19. No development shall take place until a scheme of landscaping has been submitted to and approved in writing by the Local Planning Authority, notwithstanding any such detail which may have previously been submitted. The scheme shall indicate all existing trees and hedgerows on the land; detail any to be retained, together with measures for their protection in the course of development; indicate the types and numbers of trees and shrubs to be planted, their distribution on site, those areas to be seeded, paved or hard landscaped; and detail any changes of ground level or landform.

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

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

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

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

Reason: To safeguard the trees to be retained.

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

Reason: To safeguard the trees to be retained.

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

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

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

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

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

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

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

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

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

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

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

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

29. Before any development of the shop or community centre is first commenced, full details of the surfacing, drainage and marking out of all car park and vehicle manoeuvring areas shall have been submitted to and approved in writing by the Local Planning Authority. The car park and vehicle manoeuvring areas shall be provided in accordance with the approved details prior to first occupation of the premises as hereby permitted. The car park and vehicle manoeuvring areas shall not thereafter be used for any purpose other than the parking of and manoeuvring of vehicles.

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

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

Reason: To secure proper drainage and to prevent flooding.

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

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

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

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

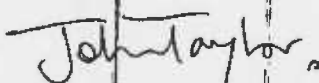
Please note: You are informed that the responsibility for safe development and secure occupancy of the site rests with the developer.

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

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

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

Signed:



Date:

3 November 1997

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

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

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

ID S106GILL2.

DATED 23 February 1998

CHORLEY BOROUGH COUNCIL

PLANNING OBLIGATION

in respect of land at Gillibrand, Chorley

CHORLEY BOROUGH COUNCIL
RECEIVED
24 FEB 1998
LAND CHARGES SECTION

fp.sclients.wain-n.gillibrand
vwf.chr.060298.S106(2)

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

WHEREAS

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

NOW THIS DEED WITNESSETH as follows:

1. Definitions and Interpretation

In this deed:

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

- 1.5 Words importing one gender shall be construed as importing any other gender
- 1.6 Words importing the singular shall be construed as importing the plural and vice versa
- 1.7 The clause and paragraph headings in the body of this deed and in the schedules do not form part of this deed and shall not be taken into account in its construction or interpretation

2. The Planning Obligations

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

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

FIRST SCHEDULE

Part I

The Land

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

Part II

Particulars of the Council's Interest in the Land

The Owner is the freehold owner of the Land

SECOND SCHEDULE

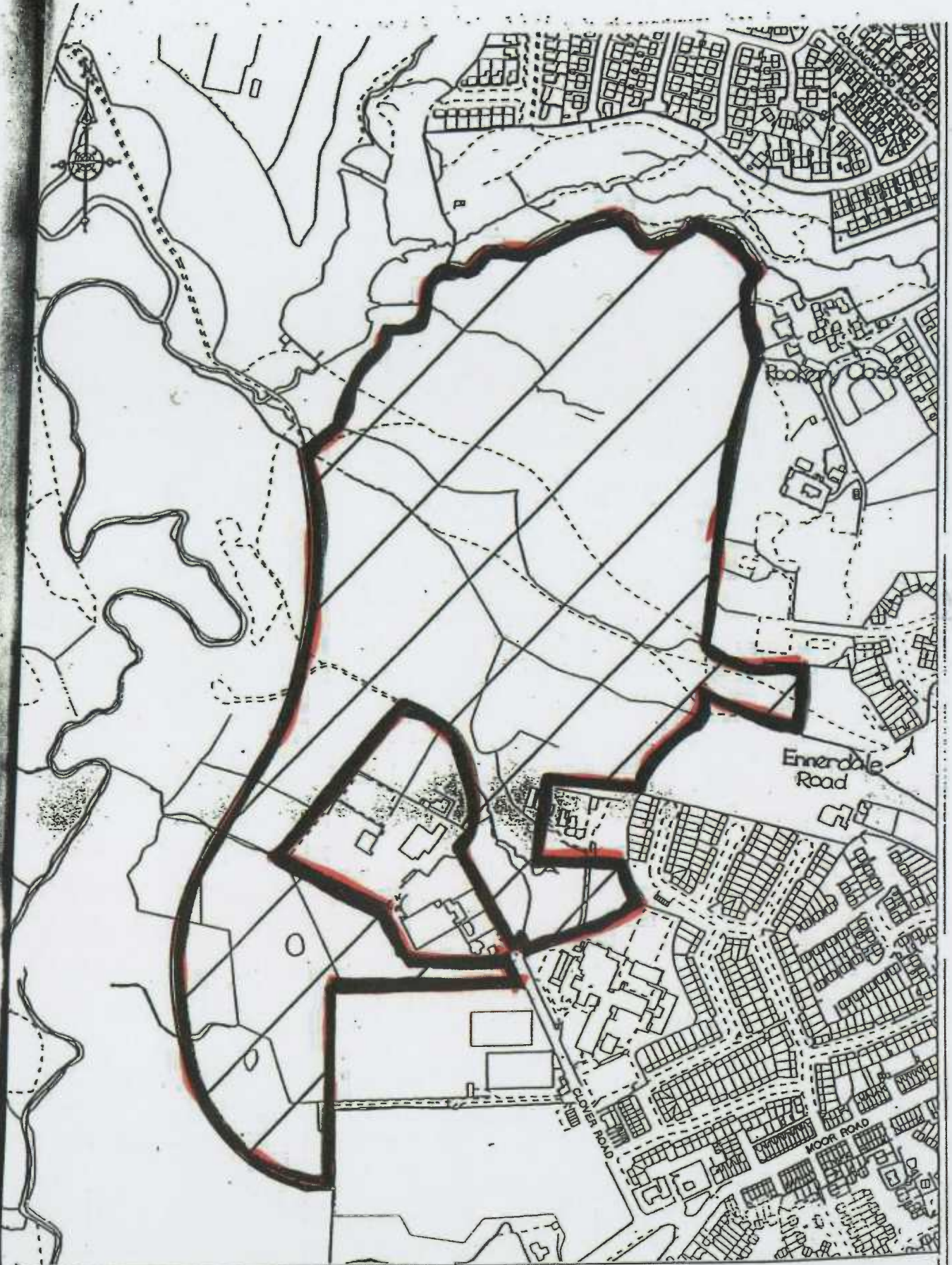
The Planning Obligations

1. The Shop

1.1 1.1.1 "The Shop Site" means the site of a minimum area of 700 square metres for reservation as a shop site to be located within the Local Centre identified on the Master Plan

1.1.2 "The Marketing Period" means twelve months beginning on the first day after 450 dwellings on the land have been occupied

1.2 No development (other than development as a shop) will take place on the Shop Site before or during the Marketing Period



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

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Application No.
01001707

Item No. A.3

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

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

2. The School Site

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

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

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

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

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

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

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

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

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

2.5.1 acceptable to the Owner of the School Site or

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

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

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

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

3. Affordable Housing

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

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

4. Landfill Gas

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

- 4.2 The scheme and/or specification submitted pursuant to Paragraph 4.1 of this Schedule above shall include the nature and siting of all monitoring boreholes the frequency of all monitoring the time period over which such monitoring will take place and the responsibilities for undertaking the monitoring and providing the Local Planning Authority with all monitoring results within one month of any such monitoring taking place
- 4.3 Before the development commences a programme for the implementation in full of the scheme and/or specification referred to in Paragraph 4.2 of this Schedule shall be agreed in writing between the Owner and Planning Authority
- 4.4 The Owner shall implement the said scheme and/or specification in accordance with the said programme
- 4.5 In the event of any results being obtained which in the reasonable opinion of the Local Planning Authority give rise to justified concerns as to health or safety the Owner shall carry out as soon as possible all necessary remedial works to the reasonable satisfaction of the Local Planning Authority

5. Transport Contribution

- 5.1 Before the development commences the Owner shall make a financial contribution of £100,000 to the Local Planning Authority in respect of off-site transport improvement works

6. Commuted Sums for Maintenance of Areas of Public Open Space

- 6.1 Before the development commences the Owner shall submit to the Local Planning Authority and obtain the consent of the Local Planning Authority (such consent not to be unreasonably withheld or delayed) in writing to arrangements for the phased transfer of areas of public open space including equipped play areas playing fields and amenity open space areas to the Local Planning Authority such arrangements to include agreed commuted

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

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

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

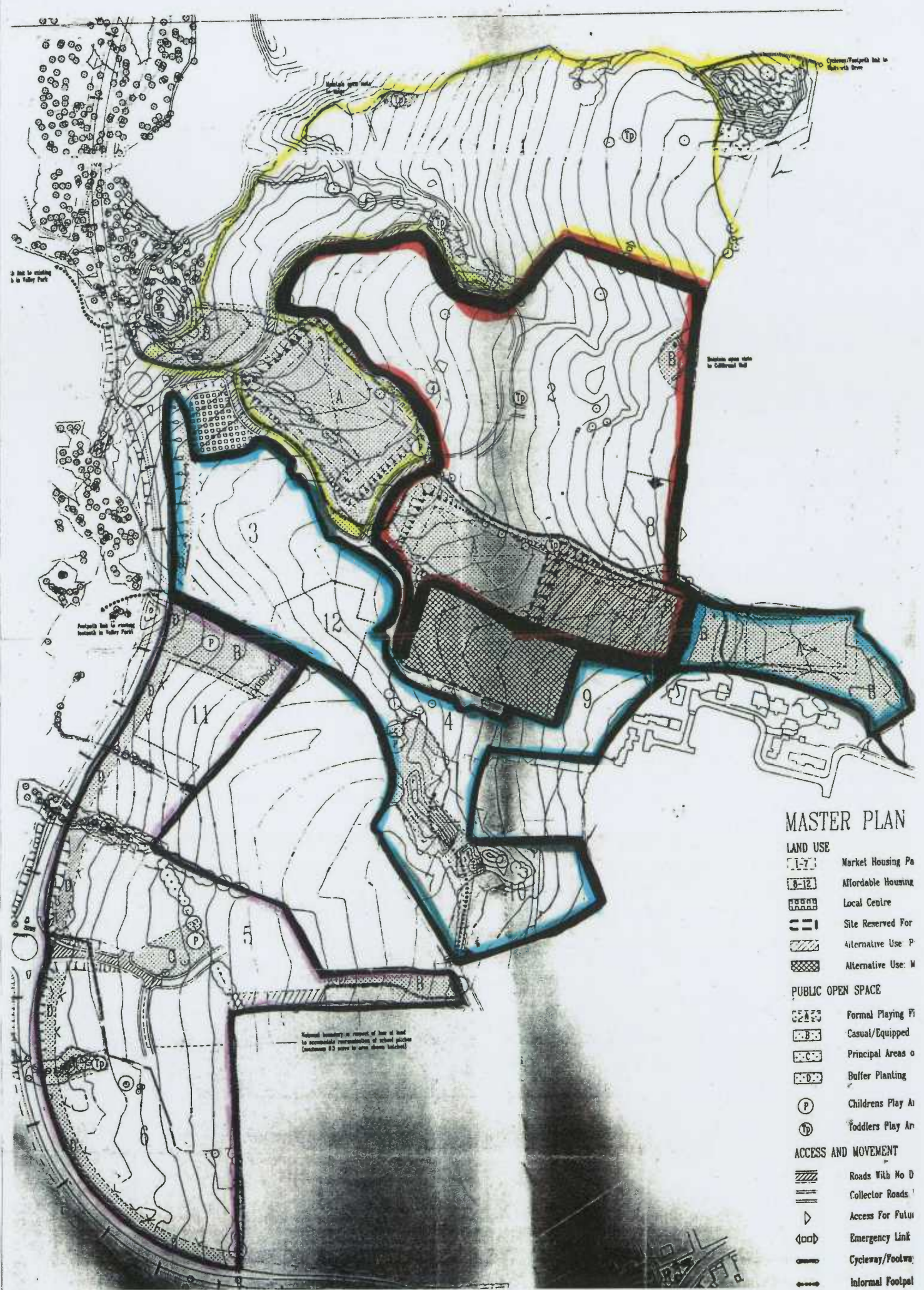
GIVEN under the Common Seal of)
Chorley Borough Council in the)
presence of:)

Alan Whittaker
Mayor

R. J. Jenson
Borough Solicitor



19053
Planning Committee 17.12.96 - Minute 508
Council 4.3.97



MASTER PLAN

- LAND USE**
- 1-7 Market Housing Pa
 - 8-12 Affordable Housing
 - Local Centre
 - Site Reserved For
 - Alternative Use: P
 - Alternative Use: M
- PUBLIC OPEN SPACE**
- Formal Playing Fi
 - Casual/Equipped
 - Principal Areas o
 - Buffer Planting
 - Childrens Play Ar
 - Toddlers Play Ar
- ACCESS AND MOVEMENT**
- Roads With No D
 - Collector Roads
 - Access For Fulur
 - Emergency Link
 - Cyclerway/Footwa
 - Informal Footpat

Referential boundary as respect of line of land to accommodate representation of school pitches (maximum 50 acres to area shown hatched)

to link to existing to Valley Park

Footpath link to existing footpath to Valley Park

Cyclerway/Footpath link to existing footpath

Reserve open space to Colliery Hill

DATED

8 November

2011

CHORLEY BOROUGH COUNCIL

- and -

WAINHOMES LIMITED

-and-

REDROW HOMES LIMITED

-and-

HB (LCS) LIMITED

SUPPLEMENTAL SECTION 106 AGREEMENT

relating to Land at Gillibrand, Chorley

brabners chaffe street

Horton House
Exchange Flags
Liverpool

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

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

NOW THIS DEED WITNESSES as follows:

1. **Statutory powers**

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

2. **Interpretation**

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

3. **Definitions**

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

“Act” means the Town & Country Planning Act 1990 (as amended);

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

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

“Developers” includes their successors in title;

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

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

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

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

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

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

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

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

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

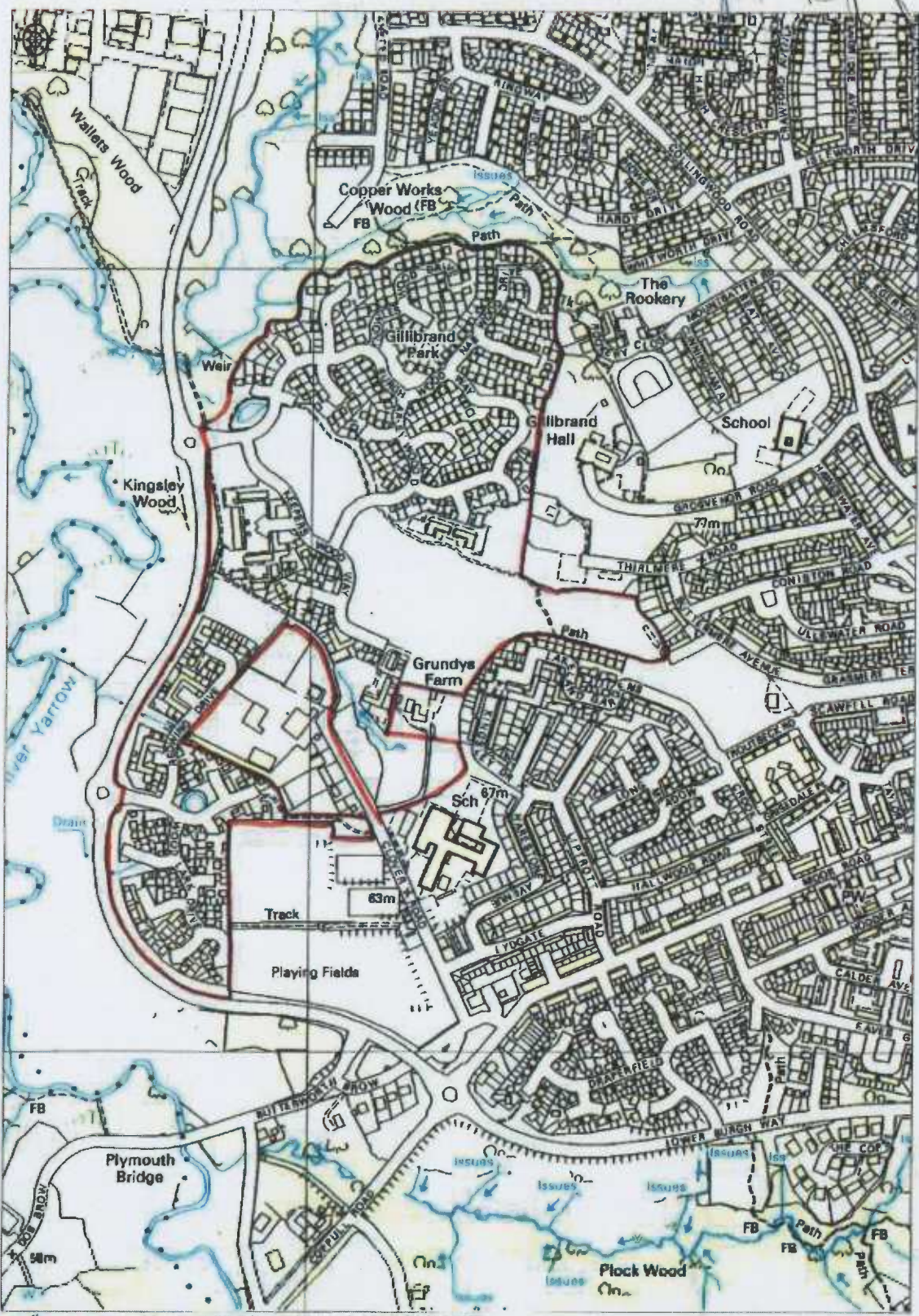
“Public Open Space Works” means the open space works approved by the Council and shown on Plan 2;

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

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

Handwritten signature
H. Davis

Handwritten signature
A. Steiner



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

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

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

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

6. Other Obligations Under the Principal Agreement

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

7. Public Open Space

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

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

7.8 The Developers shall diligently commence and proceed to carry out and complete the Remedial Works in accordance with the provisions of Schedule 2

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

8. Planning Condition 16 of Outline Consent

8.1 The Council accepts and confirms that (whilst the Developers have secured the grant of reserved matters approval for the construction of a community centre in accordance with condition 16 of the Outline Consent) at the request of the Council (which has asked for the location and specification of the required community centre to be changed) the Developers have not constructed the community centre prior to the occupation of 450 dwellings constructed on the Land.

8.2 The Council and the Developers have agreed revised terms for the provision of a community centre and accordingly the Council undertakes to the Developers that the Council will not take any enforcement action against the Developers in relation to the said breach of condition 16 of the Outline Consent

9. HB (LCS) consent

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

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

SCHEDULE 1

Land

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

SCHEDULE 2
Remedial Works

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

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

The Common Seal of **CHORLEY BOROUGH COUNCIL**
was affixed in the presence of:-

29587

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

in the presence of:

Attorney

Attorney

Witness Signature:

Witness Name:

Witness Address:

Witness Occupation:

SHAWA IRENONUM
90 REDROW HOUSE, ST DAVIDS PARK
RIVINGTON LANCASHIRE
PERSONAL ASSISTANT

EXECUTED as a Deed by
HB (LCS) LIMITED

Acting by a director in the presence of:-

U. Davis

.....
Director

Director/Secretary
Witness sign:

Print name:

Address:

Occupation



29587

EXECUTED as a Deed by
WAINHOMES LIMITED

Acting by a director and its Secretary/2 Directors etc

Always in the presence of

.....
Director

Michael Campbell

Michael Campbell

.....
Director/Secretary

Beverly Fury

Beverly Fury

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

P-LM

APPENDIX
Public Open Space Transfer

Land Registry
Transfer of part of registered title(s)

TP1

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

Leave blank if not yet registered.

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

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

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

For example 'edged red'.

For example 'edged and numbered 1 in blue'.

Any plan lodged must be signed by the transferor.

Give full name(s).

Complete as appropriate where the transferor is a company.

Give full name(s).

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

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

1	Title number(s) out of which the property is transferred:
2	Other title number(s) against which matters contained in this transfer are to be registered or noted, if any:
3	<p>Property:</p> <p>The property is identified</p> <p><input checked="" type="checkbox"/> on the attached plan and shown: edged red</p> <p><input type="checkbox"/> on the title plan(s) of the above titles and shown:</p>
4	Date:
5	<p>Transferor:</p> <p><u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: 2436950</p> <p><u>For overseas companies</u> (a) Territory of incorporation:</p> <p>(b) Registered number in the United Kingdom including any prefix:</p>
6	<p>Transferee for entry in the register: Chorley Borough Council</p> <p><u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix:</p> <p><u>For overseas companies</u> (a) Territory of incorporation:</p> <p>(b) Registered number in the United Kingdom including any prefix:</p>
7	<p>Transferee's intended address(es) for service for entry in the register:</p> <p>Town Hall Market Street Chorley Lancashire PR7 1DP</p>

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

Place 'X' in any box that applies.

Add any modifications.

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

Complete as necessary.

Use this panel for:

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

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

Any other land affected by rights granted or reserved or by restrictive covenants should be defined by reference to a plan.

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

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

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

Rights granted for the benefit of the property

THE FIRST SCHEDULE (The Rights)

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

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

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

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

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

Rights reserved for the benefit of other land

Include words of covenant.

Restrictive covenants by the transferee

THE SECOND SCHEDULE (The Covenants)

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

Include words of covenant.

Restrictive covenants by the transferor

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

Other

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

13 Execution

SIGNED AS A DEED by
[] LIMITED

Director

Director/Secretary

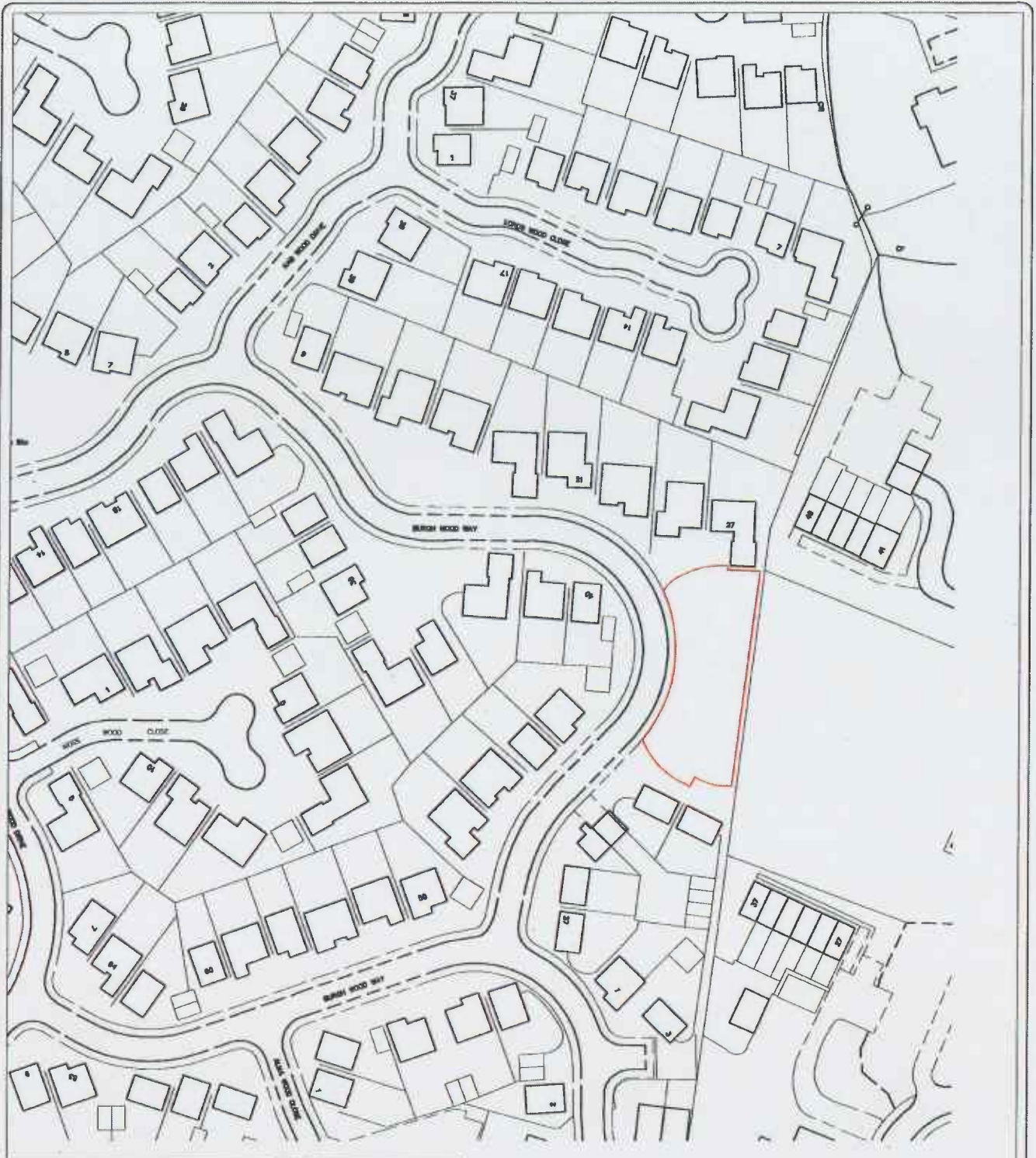
THE COMMON SEAL of)
CHORLEY BOROUGH COUNCIL)
was hereunto affixed)
in the presence of:-)

WARNING

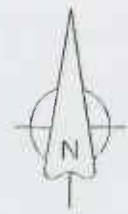
If you dishonestly enter information or make a statement that you know is, or might be, untrue or misleading, and intend by doing so to make a gain for yourself or another person, or to cause loss or the risk of loss to another person, you may commit the offence of fraud under section 1 of the Fraud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

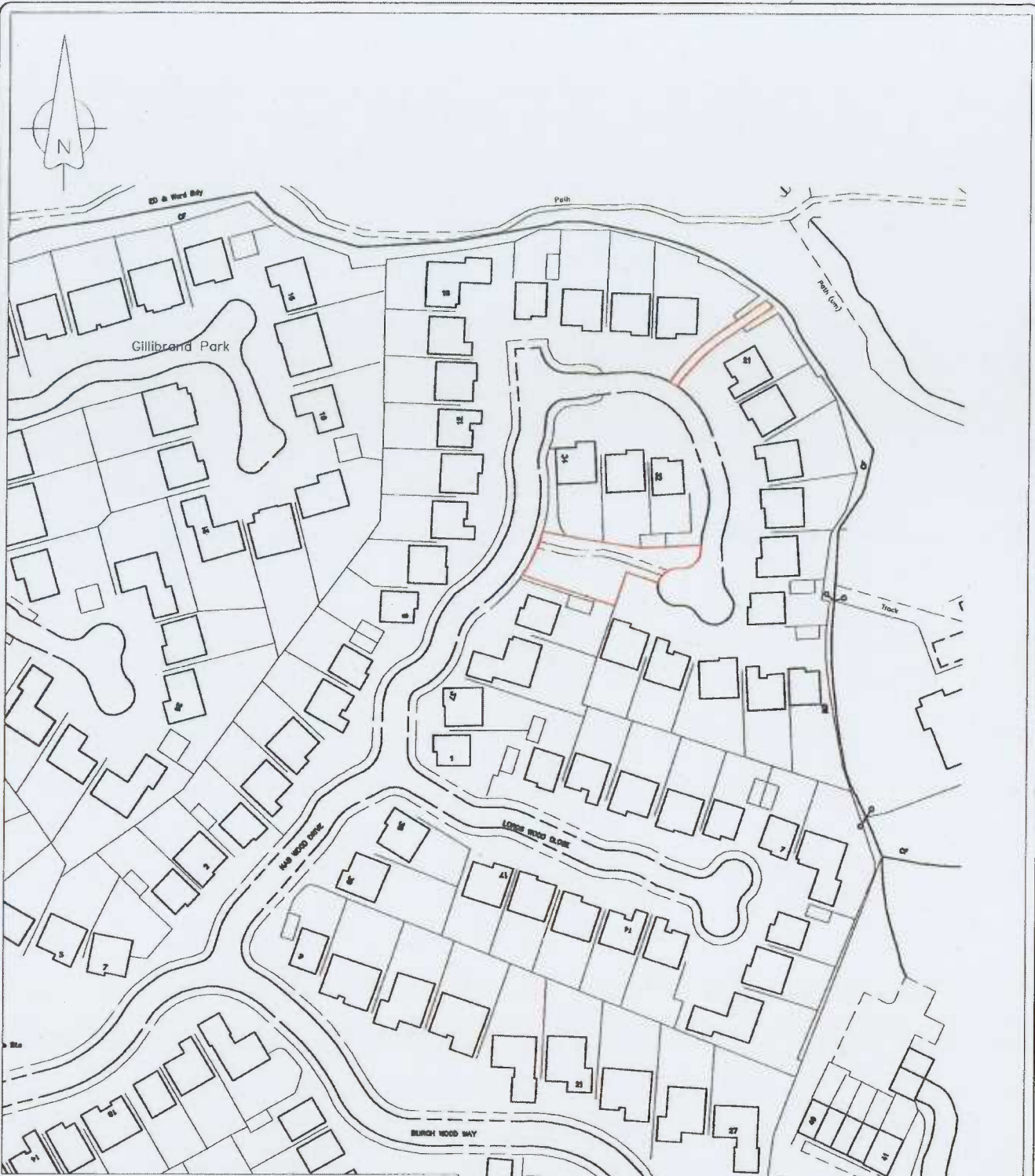
Failure to complete this form with proper care may result in a loss of protection under the Land Registration Act 2002 if, as a result, a mistake is made in the register.

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



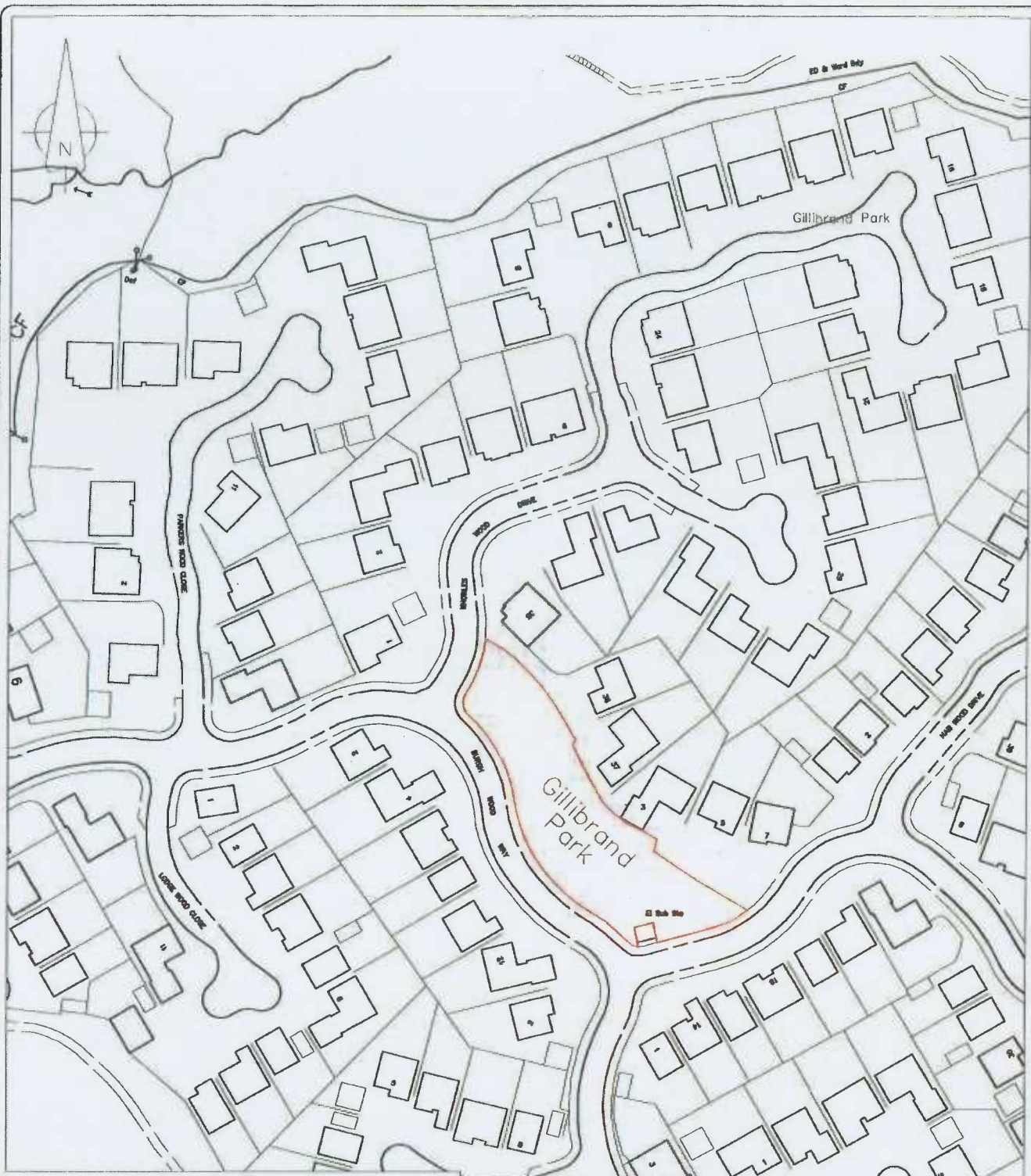
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Location	CHORLEY	
Marketing Name	MARKETING	
Drawing Title	POS TRANSFER 1	
Drawing Number	GIL-11-06-001	
Revision	A	Scale @ A4 1:1250
Drawn By	AG	Date Started 14.06.11
Checked by		Date



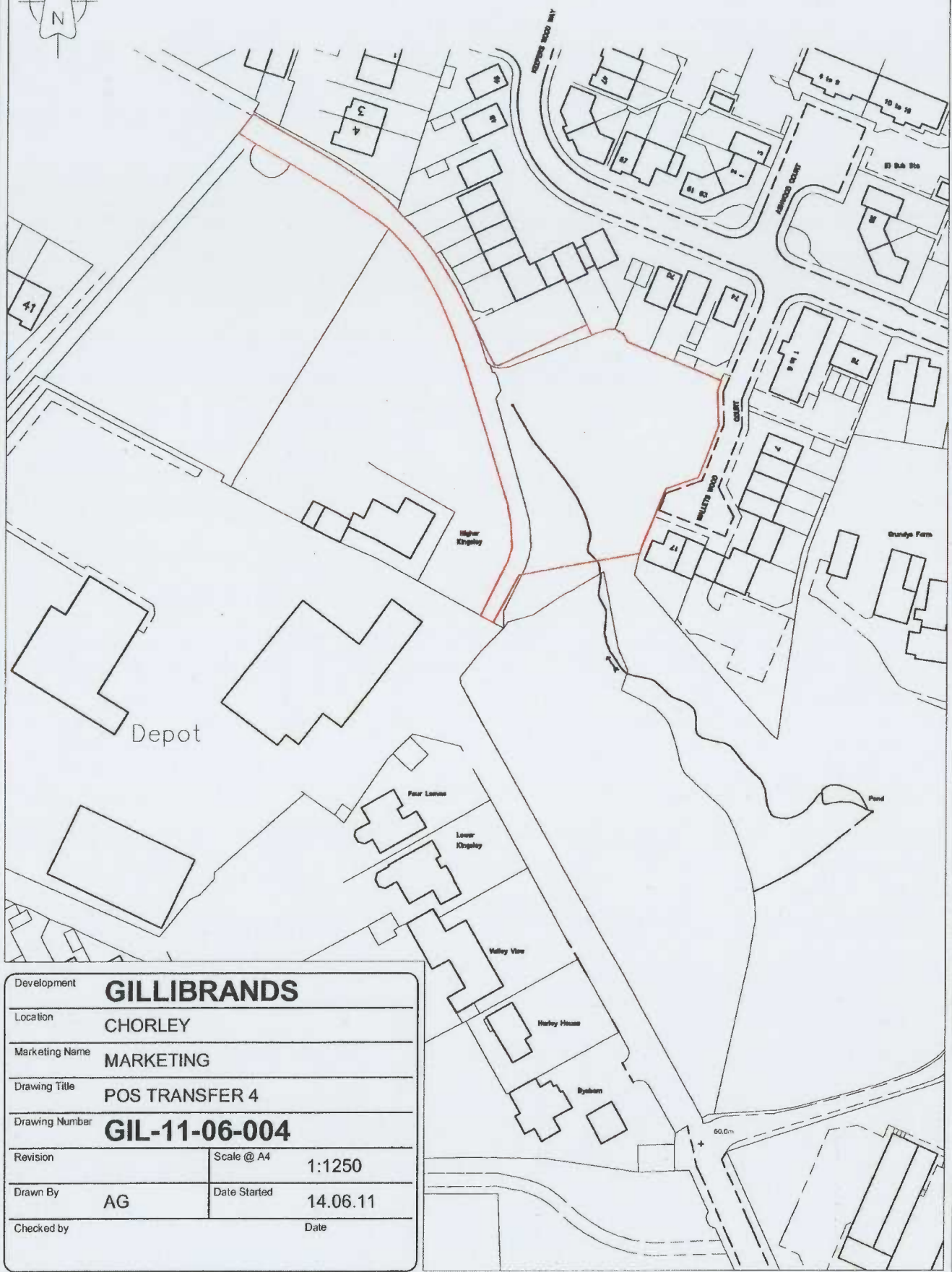
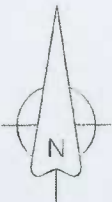


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Location	CHORLEY		
Marketing Name	MARKETING		
Drawing Title	POS TRANSFER 2		
Drawing Number	GIL-11-06-002		
Revision	A	Scale @ A4	1:1250
Drawn By	AG	Date Started	14.06.11
Checked by		Date	

6



Development	GILLIBRANDS		
Location	CHORLEY		
Marketing Name	MARKETING		
Drawing Title	POS TRANSFER 3		
Drawing Number	GIL-11-06-003		
Revision	Scale @ A4	1:1250	
Drawn By	AG	Date Started	14.06.11
Checked by		Date	



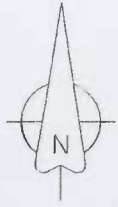
Development	GILLIBRANDS		
Location	CHORLEY		
Marketing Name	MARKETING		
Drawing Title	POS TRANSFER 4		
Drawing Number	GIL-11-06-004		
Revision	Scale @ A4	1:1250	
Drawn By	AG	Date Started	14.06.11
Checked by		Date	



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



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



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



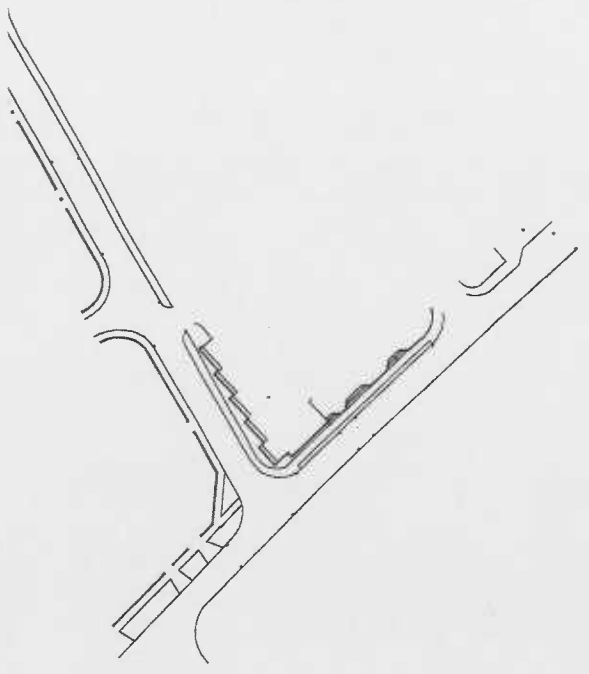
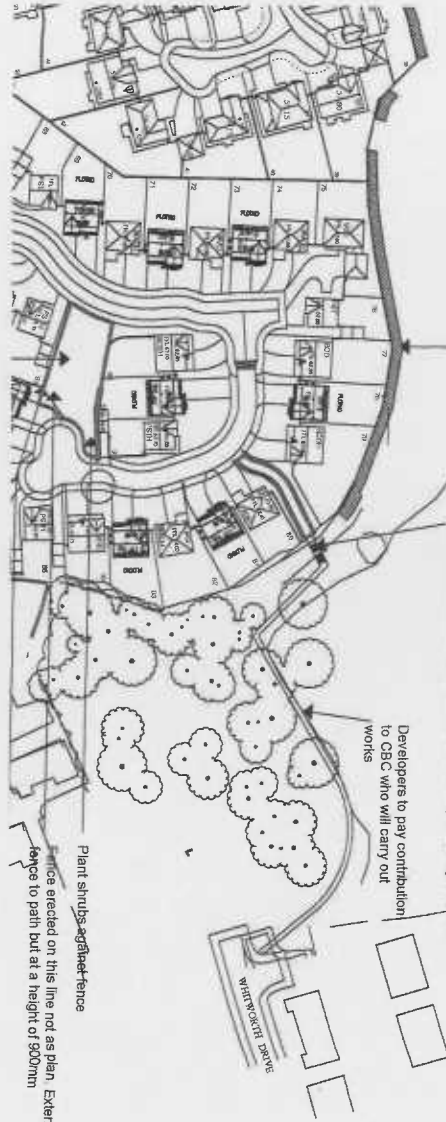
at base of gabions to be cultivated and
seed with Landlife Hedgerow/ Shady Mix

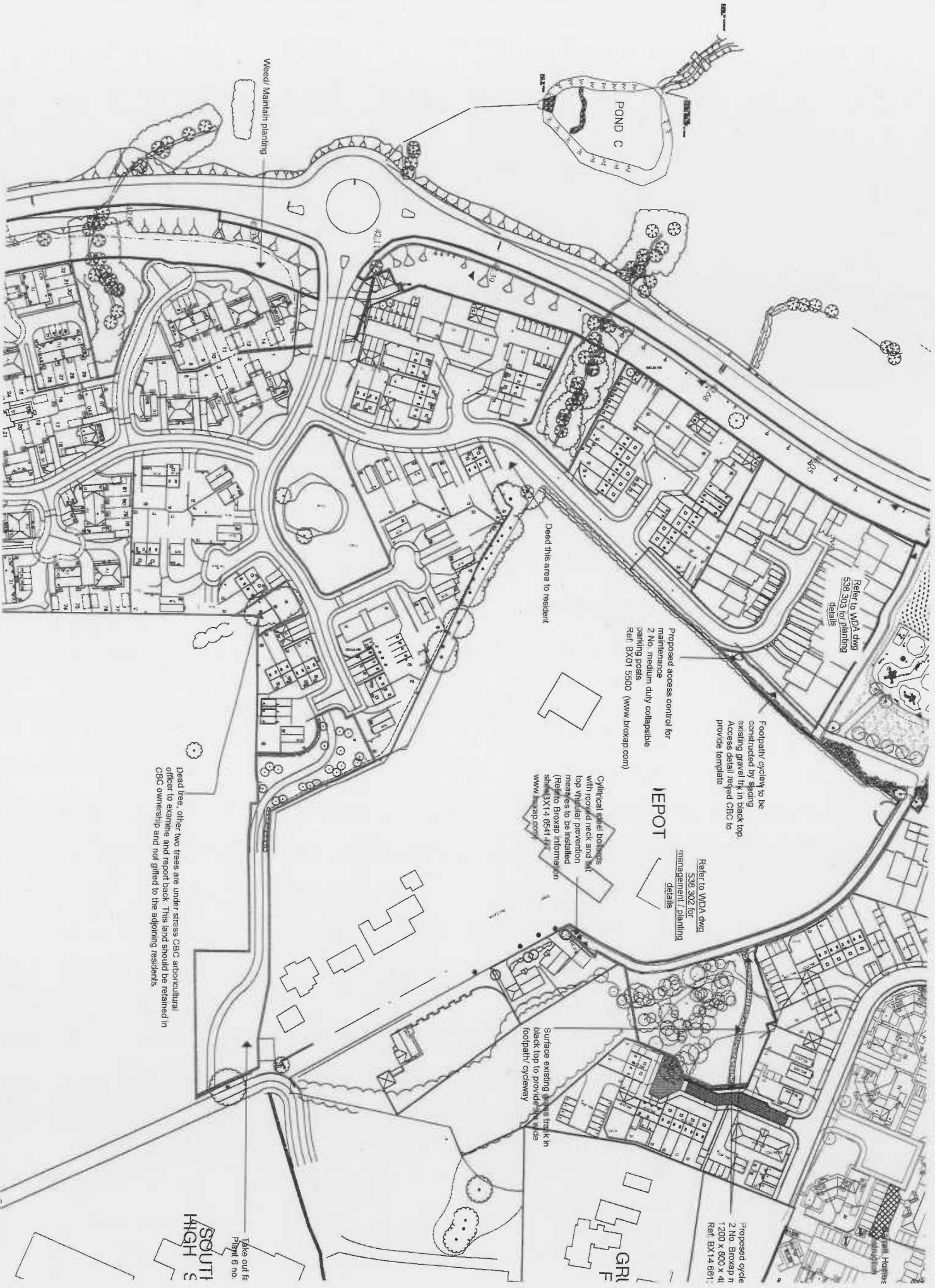
2.0m wide path leading on to steps connecting to 1.2m gravel track

Developers to pay contribution
to CBC who will carry out
works

Plant shrubs against fence
Fence erected on this line not as plan. Extend
fence to path but at a height of 900mm

WATERWORKS TANKS





POND C

Veed/ Maintain planting

Dead this area to resident

Proposed access control for maintenance parking posts
2 No. medium duty collapsible
Ref BX01 5500 (www.brixap.com)

Refer to WDA dwg 538 303 for planting details

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

IEPOT

Refer to WDA dwg 538 302 for management / planting details

Cylindrical steel boards with rounded neck and top vinylclat prevention measures to be installed (Refer to Brixap information sheet BX14 6544 - www.brixap.com)

Surface existing in black top to provide template for footpath/cycleway

Proposed cycle
2 No Brixap n 1200 x 800 x 41
Ref BX14 6561

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

Take out to Plan 6 no.

SOUTH HIGH 5

IEPOT

Small Houses



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

Rev. A - MUGA added





Remisale structure planting

R ROAD

Refer to WDA.dwg
538.300 for planting
details

Playing fields/pitches to be subject
to mowing and refurbishment
regime

Footpath to be
completed

Cylindrical steel bollards
with grooved neck and flat
top vehicular prevention
measures to be installed
(Refer to Brovap Information
sheet BX14 6541-R1
www.brovap.com)

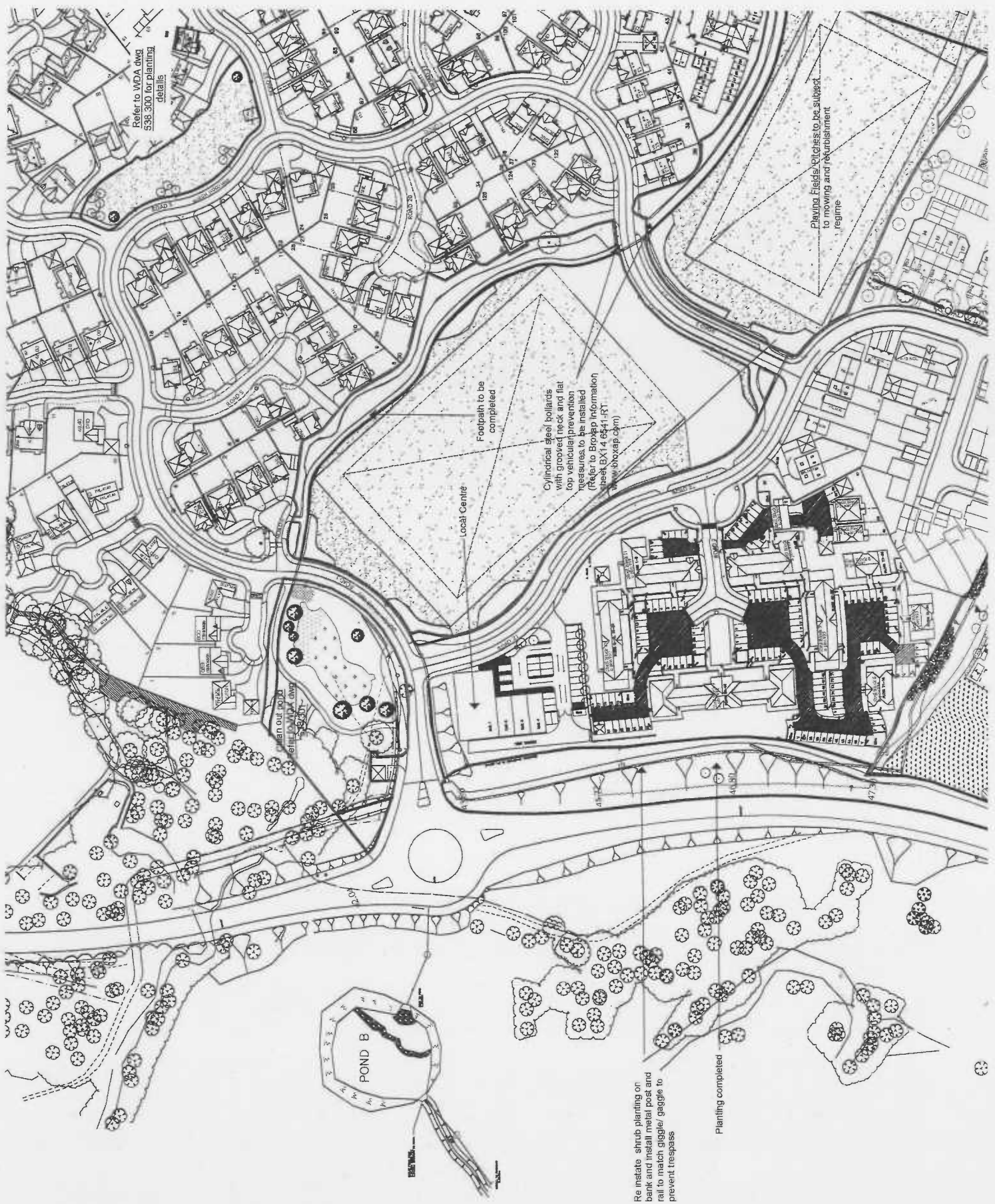
Local Centre

Wash out lot
with water
sewer

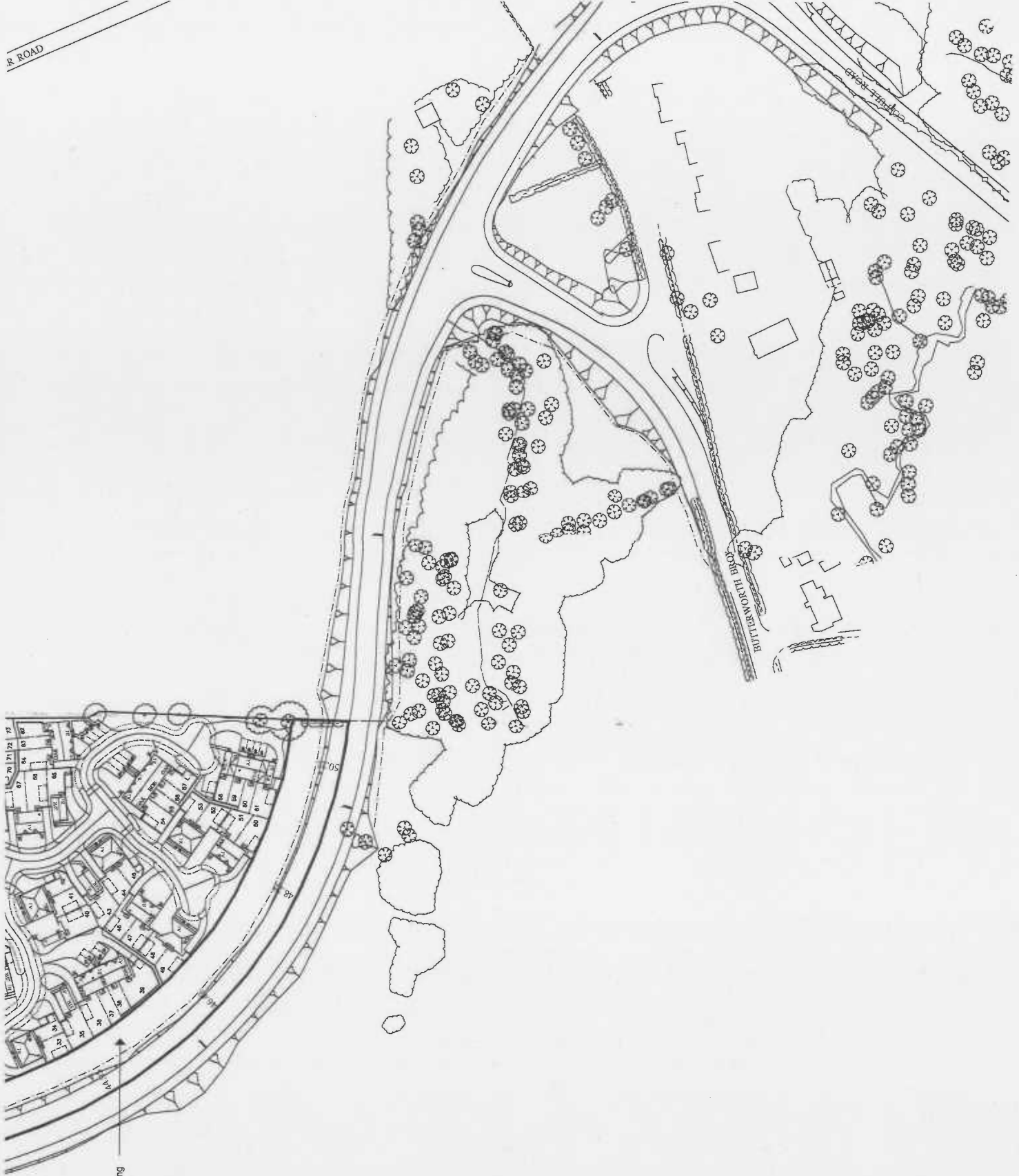
POND B

Re instate shrub planting on
bank and install metal post and
rail to match goggle/gaggle to
prevent trespass

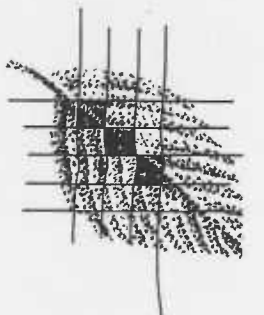
Planting completed



R ROAD



Reinstate structure planting



W. Dodwell
W. Dodwell
W. Dodwell
W. Dodwell

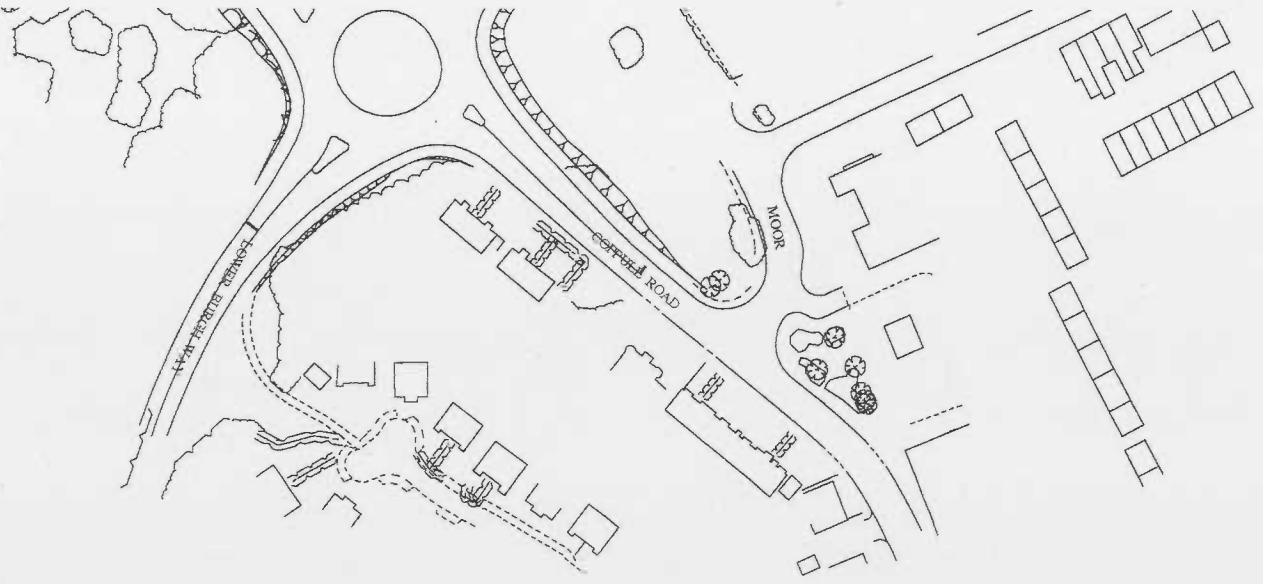
WOOLERTON DODWELL ASSOCIATES
Chartered Landscape Architects
Environmental Planning Consultants

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

Project

Gillibrands
for Redrow and Taylor Wimpey

PLAN 2



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

Drawn By. SC Checked By. RJA