

Buckshaw Village

Planning Background

Buckshaw Village has been developed from the former site of the Royal Ordnance Factory (ROF) which crosses the boundary between the Chorley and South Ribble boroughs. The 395-acre mixed-use scheme provides residential housing, community facilities – such as community centre, school, health centre and railway station, and employment and retail opportunities, with open space provided throughout the scheme. The development offers a wide range of houses catering for all sectors of the community from retirement and care accommodation to a mix of affordable housing and has benefited from a phased Master Plan of development and by the establishment of the Buckshaw Officers Group which has allowed stakeholders, developers and the officers of the local authorities to work together. As of April 2012 1419 dwellings have been completed on site; with 777 dwellings still to be developed.

The prime developers on the site have been Redrow Homes and Barratts with other Parcels being developed by Persimon, Miller Homes, David Wilsion Homes and Rowland Homes.

The next stage of development to the West of Central Avenue, known as Group 1 is also being developed under separate permissions and again crosses borough boundaries.

Planning Applications

Application: 97/00509/OUT

Outline application for mixed use development (housing, employment, shopping, leisure & commercial uses, open spaces, roads, sewers, community facilities & rail station) & indication of

junction improvements on surrounding road network,

Applicant: British Aerospace Defence Ltd,

Date Decision Issued: 24/08/1999

Decision: Permit Outline Planning Permission

Application: 99/00013/FUL

Construction of rail station with associated car parking together with new access onto Euxton Lane,

Applicant: British Aerospace Defence

Date Decision Issued: 31/03/1999

Decision: Permit Full Planning Permission

Application: 00/00350/FUL

Variation of condition 1 of planning permission 9/97/509 to extend the time for submission of reserved matters application to ten years,

Applicant: B A E Systems, 13/06/2000

Date Decision Issued: 14/06/2000

Decision: Permit retrospective planning permission

Application: 01/00787/REM

Road improvements to Central Avenue including formation of new roads and roundabouts,

Applicant: The Consortium (Redrow / Barratt)

Date Decision Issued: 23/01/2002

Decision: Permit Full Planning Permission

Application: 01/00788/REM

Reserved Matters Application for Residential and Commercial/Retail Development including roads, parking areas and landscaping (102 units),

Applicant: The Consortium (Redrow/Barratts),

Date Decision Issued: 28/03/2003
Decision: Approve Reserved Matters

Application: 01/00789/REM
Reserved Matters Application for Residential Development comprising 100 dwellings including roads, parking areas and landscaping/Public Open Space (relating to 9/02/748/OUTMAJ),
Applicant: The Consortium (Redrow/Barratts),
Date Decision Issued: 17/02/2003
Decision: Approve Reserved Matters

Application: 02/00448/REM
Reserved matters application for construction of distributor road, including footways/cycleways and landscaped verges,
Applicant: Redrow/Barratts Consortium
Date Decision Issued: 03/10/2002
Decision: Approve Reserved Matters

Application: 02/00748/OUTMAJ
Modification of conditions on outline permission for mixed use development (housing, employment, shopping, leisure & commercial uses, open spaces, roads, sewers, community facilities, road improvements & rail station),
Applicant: The Consortium Redrow/Barratt
Date Decision Issued: 16/12/2002
Decision: Permit Outline Planning Permission

Application: 03/01027/REMMAJ
Reserved matters application for residential development comprising of 111 dwellings including parking and landscaping.
Applicant: The Consortium (Redrow/Barratts)
Date Decision Issued: 17/12/2003
Decision: Approve Reserved Matters

Application: 04/00029/FULMAJ
Remediation & Reclamation earth works,
Applicant: BAE Systems Properties Ltd
Date Decision Issued: 28/04/2004
Decision: Permit Full Planning Permission

Application: 04/00641/FULMAJ
Remediation and reclamation earthworks,
Applicant: BAE Systems Properties Ltd
Date Decision Issued: 25/08/2004
Decision: Permit Full Planning Permission

Application: 04/00882/OUTESM
Outline application for employment development including full details of a link road,
Applicant: BAE Systems Properties Ltd.
Date Decision Issued: 23/12/2004
Decision: Permit Outline Planning Permission

Application: 04/00979/FULMAJ

Office and warehouse building and associated access, gatehouse, car parking, hardstanding and landscaping,
Applicant: Lex Auto Logistics,
Date Decision Issued: 23/12/2004
Decision: Permit Full Planning Permission

Application: 04/01422/REMMAJ
Erection of 71 dwellings with associated roads, sewers, parking and landscaping,
Applicant: Redrow Homes (Lancashire) Ltd
Date Decision Issued: 28/04/2005
Decision: Approve Reserved Matters

Application: 05/00205/REM
Reserved Matters Application for a link road to serve Parcel A,
Applicant: Redrow Homes (Lancs) Ltd
Date Decision Issued: 21/04/2005
Decision: Approve Reserved Matters

Application: 05/00206/REM
Reserved Matters Application for a link road to serve Parcel A,
Applicant: Redrow Homes (Lancs) Ltd
Date Decision Issued: 21/04/2005
Decision: Approve Reserved Matters

Application: 05/00488/REMMAJ
Erection of 54 houses with associated garages, roads and works & erection of 18 affordable housing units comprising of 8 flats & 10 mews houses,
Applicant: Redrow Homes (Lancs) Ltd
Date Decision Issued: 05/08/2005
Decision: Approve Reserved Matters

Application: 05/00523/REMMAJ
Formation of phase 1 of link road to serve residential development
Applicant: Redrow Homes
Date Decision Issued: 27/07/2005
Decision: Permit Full Planning Permission

Application: 05/00525/REMMAJ
Formation of phase 1 of link road to serve residential development (duplicate of planning application 05/00523/REMMAJ)
Applicant: "The Consortium" Redrow Homes (Lancs) Ltd Barratt Homes (Man)
Date Decision Issued: 27/07/2005
Decision: Permit Full Planning Permission

Application: 05/00544/FULMAJ
Remediation and reclamation earthworks (site area 35.29 ha)
Applicant: BAE Systems Properties Ltd
Date Decision Issued: 27/07/2005
Decision: Permit Full Planning Permission

Application: 05/01061/REMMAJ
Reserved Matters Application for the erection of 26 No. 2 bed apartments (Plots 139 - 164), with associated bin/cycle stores, parking areas and landscaping,
Applicant: The Consortium Redrow (Lancs) / Barratt Manchester

Date Decision Issued: 18/01/2006
Decision: Permit Full Planning Permission

Application: 05/01074/REMMAJ
Reserved Matters Application for the erection of 141 one and two bedroom extra care apartments up to three stories high with a central common area and erection of 60 studio and one bedroom dementia care apartments
Applicant: Hica Life Retirement Villages
Date Decision Issued: 18/01/2006
Decision: Approve Reserved Matters

Application: 05/01167/REMMAJ
Erection of 29 no. dwellings consisting of 24 no. 3 storey flats and 5 no. houses together with associated parking
Applicant: Barratt Homes Ltd
Date Decision Issued: 21/02/2006
Decision: Approve Reserved Matters

Application: 05/00106/REMMAJ
Reserved Matters application for residential development comprising of 155 dwellings, garages, parking areas and landscaping,
Applicant: The Consortium
Date Decision Issued: 27/04/2005
Decision: Approve Reserved Matters

Application: 05/00141/OUTMAJ
Outline application for the erection of extra care apartments, ancillary communal facilities, car parking and landscaping,
Applicant: Bayerton
Date Decision Issued: 23/08/2005
Decision: Permit Outline Planning Permission

Application: 05/01229/LCC
Construction of a landscape mound for recreational and nature conservation use, utilising surplus excavation soils from the restoration of the former Royal Ordnance factory as an extension to the existing landscape mound,
Applicant: BAE Systems
Date Decision Issued: 20/03/2006
Decision: Application Approved by L.C.C.

Application: 05/01232/REMMAJ
Completion of East/West Link Road from Central Avenue to Strategic Regional Site Link Road, site area approx. 2 hectares
Applicant: Redrow Homes (Lancashire) Ltd
Date Decision Issued: 23/03/2006
Decision: Approve Reserved Matters

Application: 06/00118/REMMAJ
Erection of 45 dwellings with a mixture of 2 & 2.5 storey properties with associated garaging, roads and sewer works.
Applicant: Redrow Homes (Lancashire) Ltd
Date Decision Issued: 26/04/2006
Decision: Approve Reserved Matters

Application: 06/00589/REMMAJ

Erection of regional distribution centre, including warehouse/storage, ancillary offices, car and lorry parking, access and part circulation space, gatehouse, MHE store and fuel point (site area 6.6 Ha),

Applicant: Wolseley UK Ltd & Helioslough

Date Decision Issued: 22/09/2006

Decision: Approve Reserved Matters

Application: 06/00596/REM

Erection of 1 dwelling with associated car parking (within Chorley Borough), part of a larger development of 103 dwellings (the rest of which is within South Ribble Borough)

Applicant: Barratt Homes Ltd Date Decision Issued: 07/07/2006

Decision: Permit Full Planning Permission

Application: 06/00676/REMMAJ

Erection of 106 dwellings with associated landscaping, parking, bin stores, roads and sewers,

Applicant: Redrow Homes (Lancashire) Ltd

Date Decision Issued: 23/08/2006

Decision: Approve Reserved Matters

Application: 06/00786/REMMAJ

Construction of main access road, drainage and landscaping along southern commercial Perimeter road

Applicant: Redrow Homes (Lancashire) Ltd And Barratt Manchester

Date Decision Issued: 29/09/2006

Decision: Permit Full Planning Permission

Application: 06/00991/FULMAJ

Resubmission of residential development comprising of 123 dwellings together with associated infrastructure.

Applicant: Rowland Homes

Date Decision Issued: 21/11/2006

Decision: Permit Full Planning Permission

Application: 06/01056/FULMAJ

Erection of 77 dwellings and associated works,

Applicant: Persimmon Homes

Date Decision Issued: 14/12/2006

Decision: Permit Full Planning Permission

Application: 06/01078/REMMAJ

Part RDC, access, parking gatehouse, circulation space, part MHE store, bottle gas store and fuel point and landscaping,

Applicant: Wolseley UK Ltd, Helioslough & Helios Ltd

Date Decision Issued: 04/12/2006

Decision: Approve Reserved Matters

Application: 06/01079/REMMAJ

Erection of regional distribution centre, including warehouse/storage, ancillary offices, car and lorry parking, part circulation space and landscaping. Part MHE store, pallet store, bottle gas store and compactor machine,

Applicant: Wolseley UK Ltd, Helioslough & Helios Ltd

Date Decision Issued: 04/12/2006

Decision: Approve Reserved Matters

Application: 06/01304/REMMAJ

Erection of buildings and associated works for employment development within Use Classes B1, B2 and B8 (Site Area 4.69 Ha),

Applicant: Helios (Industrial Developments) Ltd

Date Decision Issued: 14/02/2007

Decision: Approve Reserved Matters

Application: 06/01307/REMMAJ

Erection of 66 apartments and town houses with associated roads, sewers, garaging and landscaping,

Applicant: Redrow Homes (Lancs) Ltd

Date Decision Issued: 14/02/2007

Decision: Approve Reserved Matters

Application: 07/00098/FUL

Proposed sports changing facility and maintenance building with associated car park

Applicant: Redrow Homes (Lancashire) Ltd

Date Decision Issued: 02/03/2007

Decision: Permit Full Planning Permission

Application: 07/00244/FULMAJ

Construction of 30 no. houses and 28 no. apartments with associated parking.

Applicant: Barratt Manchester

Date Decision Issued: 10/04/2007

Decision: Permit Full Planning Permission

Application: 07/00248/REMMAJ

Reserved Matters Application for the erection of 76 dwellings with associated parking, landscaping, bin stores, roads and sewers,

Applicant: Redrow Homes (Lancashire) Ltd

Date Decision Issued: 23/05/2007

Decision: Approve Reserved Matters

Application: 07/00402/CTY

Land reclamation and remediation earth works to create a development platform and enhance recreational space provision

Applicant: BAE Systems

Date Decision Issued: 17/07/2007

Decision: Application Approved by L.C.C.

Application: 07/00428/FUL

Proposed infrastructure to the land adjacent to parcel F

Applicant: Redrow Barratt Consortium

Date Decision Issued: 25/05/2007

Decision: Permit Full Planning Permission

Application: 07/00447/REMMAJ

Erection of 11 dwellings with associated parking, landscaping, roads and sewers,

Applicant: Redrow Homes (Lancs) Ltd

Date Decision Issued: 20/06/2007

Decision: Permit Full Planning Permission

Application: 07/00483/FULMAJ

Proposed private residential development consisting of 139 No 2, 3, 4 and 5 bedroomed dwellings

Applicant: Miller Homes

Date Decision Issued: 18/07/2007

Decision: Permit Full Planning Permission

Application: 07/00736/FUL

Retrospective application for the installation of all-weather pitch and multi-use games area (MUGA), installation of floodlights to pitches and installation of fencing to pitches

Applicant: Redrow Homes (Lancashire) Ltd

Date Decision Issued: 16/08/2007

Decision: Permit Full Planning Permission

Application: 07/00759/REMMAJ

Construction of 71 no. houses with associated works.

Applicant: Barratt Homes (Manchester Division)

Date Decision Issued: 20/09/2007

Decision: Approve Reserved Matters

Application: 07/00876/REM

Erection of 7 houses with associated garages and works, forming part of a larger residential development within South Ribble Borough Council,

Applicant: Redrow Homes (Lancs) Ltd

Date Decision Issued : 25/09/2007

Decision: Approve Reserved Matters

Application: 07/00953/OUTMAJ

Outline application for the redevelopment of the site (7.87 hectares) for 102 dwellings with associated highway infrastructure and landscape treatment

Applicant: BAE Systems

Date Decision Issued: 31/03/2008

Decision: Permit Outline Planning Permission

Application: 07/01219/REMMAJ

Reserved matters for residential development comprising 34 no. dwellings and associated works.

Applicant: David Wilson Homes North West

Date Decision Issued: 07/01/2008

Decision: Approve Reserved Matters

Application: 07/01320/REM

Construction of Community Hall, associated car parking, service roads and surrounding Public Open Space.

Applicant: Redrow Homes (Lancs) Ltd

Date Decision Issued: 21/01/2008

Decision: Permit Full Planning Permission

Application: 07/01369/FUL

Erection of buildings and associated works for employment development within use classes B1, B2, and B8 (part amendment to previously approved scheme ref: 06/01304/REMMAJ)

Applicant: Helios (Industrial Developments) Ltd

Date Decision Issued: 24/01/2008

Decision: Permit Full Planning Permission

Application: 07/01420/REM

Reserved matters application under outline ref 9/02/00748 for a proposed spur road
Applicant: Helios (Industrial Developments) Ltd
Date Decision Issued: 31/01/2008
Decision: Approve Reserved Matters

Application: 08/00078/FUL
Substitution of house type to plots 24 & 25 on Parcel F,
Applicant: 28/03/2008
Date Decision Issued: Miller Homes
Decision: Permit Full Planning Permission

Application: 08/00396/REMMAJ
Reserved Matters application for the erection of a public house on plot 4400, Buckshaw
Village,
Applicant: Mitchells & Butlers Retail Ltd & CBRE Investors
Date Decision Issued: 03/07/2008
Decision: Permit Full Planning Permission

Application: 08/00502/FULMAJ
Amended site layout for application 06/00991/FULMAJ. Substitution of house types on plots:
60-62, 66-69, 73-75 and 78-82 of residential development,
Applicant: Rowland Homes Ltd
Date Decision Issued: 26/08/2008
Decision: Permit Full Planning Permission

Application: 08/00524/FUL
Substitution of house types on plots 25, 112, 120, 124, 125 and 128 on Parcel F, Buckshaw
Village (part amendment to original approval 07/00483/FULMAJ),
Applicant: Miller Homes
Date Decision Issued: 16/07/2008
Decision: Permit Full Planning Permission

Application: 08/00562/REMMAJ
Reserved matters application for the erection of a railway station, access road and
associated car parking at Buckshaw Village including parking provision on the south side of
the railway.
Applicant: Network Rail (Infrastructure) Ltd
Date Decision Issued: 26/08/2008
Decision: Approve Reserved Matters

Application: 08/00614/REM
Substitution of house types on plots 44-47 including the erection of one additional detached
dwelling and amendments to the site layout (amendment of part of Parcel J previously
approved under application 07/00759/REMMAJ),
Applicant: Barratt Manchester
Date Decision Issued: 16/07/2008
Decision: Approve Reserved Matters

Application: 08/00767/FULMAJ
Amendments to the southern half of Parcel H4 (approved under 06/01056/FULMAJ) altering
the layout and house types to accommodate 44 residential units comprising 15 No 2 bed
houses and 29 No 3 bed houses
Applicant: Persimmon Homes Lancashire
Date Decision Issued: 25/09/2008
Decision: Permit Full Planning Permission

Application: 08/00890/FULMAJ

Amendment to site layout and substitution of house types on plots 86-95 approved under application 06/00991/FULMAJ,

Applicant: Rowland Homes Ltd

Date Decision Issued: 25/09/2008

Decision: Permit Full Planning Permission

Application: 08/00910/OUTMAJ

Outline planning application for the redevelopment of land at Group One (Site Area 54.34 Hectares), Royal Ordnance Site, Chorley for mixed use development comprising housing and commercial uses (including uses A1, A2, A3, B1, B2, C1, C2 and C3 of the Town and Country Planning (Use Classes) (Amendment) (England) Order 2006) and associated landscape treatment and highway works.

Applicant: BAE Systems

Date Decision Issued: 22/12/2009

Decision: Permit Full Planning Permission

Application: 08/01098/REMMAJ

Reserved matters application for the erection of 84 apartments and 24 dwellinghouses at the Southern Commercial Area, Buckshaw Village.

Applicant: Eden Park Developments Ltd

Date Decision Issued: 15/01/2009

Decision: Approve Reserved Matters

Application: 08/01099/FUL

Erection of a Petrol Filling Station and associated infrastructure at the Southern Commercial Area, Buckshaw Village

Applicant: Eden Park Developments Ltd

Date Decision Issued: 22/12/2008

Decision: Permit Full Planning Permission

Application: 08/01100/REMMAJ

Reserved Matters Application for the Southern Commercial Area, Buckshaw Village. Including retail uses, residential, car parking, related infrastructure and landscaping.

Applicant: Eden Park Developments Ltd

Date Decision Issued: 15/01/2009

Decision: Approve Reserved Matters

Application: 08/01213/REM

Erection of one additional dwelling and amendments to the site layout. (amendment to parcel A1 previously approved under application 07/00876/REM)

Applicant: Redrow Homes (North) Ltd

Date Decision Issued: 29/01/2009

Application: 09/00058/CTY

Construction of a landscape mound for recreational and nature conservation use, utilising surplus excavation soils from the restoration of the site

Applicant: BAE Systems

Date Decision Issued: 23/02/2009

Decision: Application Approved by L.C.C.

Application: 09/00095/FULMAJ

Land reclamation and remediation earthworks to create a development platform at Group 1, Buckshaw Village (site area 54.34 hectares).

Applicant: BAE Systems
Date Decision Issued: 22/12/2009
Decision: Permit Full Planning Permission

Application: 09/00180/FULMAJ
Erection of a primary school with associated playing fields, 2.4 metre high boundary fence and car park at Buckshaw Village.
Applicant: Diocese Of Blackburn
Date Decision Issued: 28/05/2009
Decision: Permit Full Planning Permission

Application: 09/00190/FUL
Creation of a vehicular access onto Central Avenue to serve Buckshaw Hall
Applicant: Redrow Homes & Barratt Developments
Date Decision Issued: 14/05/2009
Decision: Refuse Full Planning Permission

Application: 09/00449/REMMAJ
Reserved matters application for the erection of 227 dwellings with associated garages, roads, sewers & parking spaces for Parcels H6, I (Phase 1) and I (Phase 2). Including a part amendment to the road layout previously approved as part of reserved matters approval 05/00523/REMMAJ and 05/00525/REMMAJ.
Applicant: Redrow Homes (Lancs) Ltd
Date Decision Issued: 11/09/2009
Decision: Approve Reserved Matters

Application: 09/00659/REMMAJ
Reserved matters application for five 3 storey office buildings with associated car parking and landscaping on the Southern Commercial Area Buckshaw Village
Applicant: Orbit Investments (Properties) Ltd
Date Decision Issued: 05/11/2009
Decision: Approve Reserved Matters

Application: 09/00739/FULMAJ
Erection of 110 Dwellings with associated infrastructure, open space and landscape treatment including a part amendment to the road layout previously approved as part of reserved matters approvals 05/00523/REMMAJ and 05/00525/REMMAJ
Applicant: Redrow Homes (Lancashire) Ltd
Date Decision Issued: 27/04/2010
Decision: Permit Full Planning Permission

Application: 09/00797/REMMAJ
Reserved matters application for the erection of 17 dwellings on Parcel I, Buckshaw Village. Including a part amendment to the road layout previously approved as part of reserved matters approval 05/00523/REMMAJ and 05/00525/REMMAJ and a part amendment to reserved matters approval 09/00449/REMMAJ.
Applicant: Redrow Homes (Lancs) Ltd
Date Decision Issued: 14/01/2010
Decision: Approve Reserved Matters

Application: 09/00799/REMMAJ
Proposed re-plan of Parcel F (amendment to previous approval 07/00244/FULMAJ) replacing 52 apartments and houses with 61 houses (retaining 11 dwellings of the previous approval)
Applicant: Barratt Homes (Manchester)

Date Decision Issued: 14/01/2010
Decision: Approve Reserved Matters

Application: 09/00804/REMMAJ
Proposed re-plan of Parcel K (amendment to previous approval 05/00106/REMMAJ) replacing apartments, town houses and coach-houses with 27 dwelling houses.
Applicant: Barratt Homes Manchester
Date Decision Issued: 14/01/2010
Decision: Approve Reserved Matters

Application: 10/00276/FULMAJ
Erection of a children's nursery and swimming academy with associated landscaping, signage, boundary fence and car park at Buckshaw Village.
Applicant: Red Rose Holdings
Date Decision Issued: 03/08/2010
Decision: Permit Full Planning Permission

Application: 10/00350/REMMAJ
Reserved Matters Application for a Plot substitution of Plots 890-895 & 915-921 - 13No Dwellings (Phase I1) and Plots 757-763 / 782-789 / 816-823 & 829-868 - 63No Dwellings (Phase I2) - 76No Dwellings in total
Applicant: 15/07/2010
Date Decision Issued: 15/07/2010
Decision: Permit Full Planning Permission

Application: 10/00435/FULMAJ
Proposed re-plan of plots 44, 111-113 and 124-128 of previous approval (07/00483/FULMAJ) to replace 9 dwellings with 13 dwellings
Applicant: Redrow Homes (Lancashire) Ltd
Date Decision Issued: 19/08/2010
Decision: Permit Full Planning Permission

Application: 10/00437/REMMAJ
Reserved matters application for residential development comprising of 36 no. dwellings and associated works
Applicant: David Wilson Homes North West
Date Decision Issued: 19/08/2010
Decision: Permit Full Planning Permission

Application: 10/00591/FULMAJ
Erection of a railway station, access road and associated car parking at Buckshaw Village including parking provision on the south side of the railway.
Applicant: Network Rail Infrastructure Ltd
Date Decision Issued: 19/08/2010
Decision: Permit Full Planning Permission

Application: 10/00745/FULMAJ
Planning application for 87 no. detached dwellings together with associated works (replan of part of site approved by Planning Permission ref. 09/00739/FULMAJ)
Applicant: Redrow Homes (Lancashire) Ltd
Date Decision Issued: 22/12/2010
Decision: Permit Full Planning Permission

Application: 10/00792/FULMAJ
Erection of 42 No 2 and 2½ storey dwellings

Applicant: Barratt Homes (Manchester)
Date Decision Issued: 19/11/2010
Decision: Permit Full Planning Permission

Application: 10/00975/REM
Application to extend the time limit for implementation of extant planning permission 07/01420/REM for the construction of a spur road at Buckshaw Link, Buckshaw Village
Applicant: CBRE
Date Decision Issued: 20/12/2010
Decision: Permit Full Planning Permission

Application: 10/01012/FULMAJ
Landscape proposals to two areas of green corridor and communal space at land adjacent to parcels J and L
Applicant: Barratt Homes (Manchester)
Date Decision Issued: 09/02/2011
Decision: Permit Full Planning Permission

Application: 10/01110/REMMAJ
Re-plan of plots 759-760, 788-789, 811, 818-823, 829, 845, 863-866 and 927-929 of Parcel I, Phase 2. Re-plan of plots 886-890, 894-900, 874-880 and 899 of Parcel I, Phase 1. Re-plan of plots 721-725 of Parcel H6. (43 dwellings in total). All approved as part of planning approvals 09/00449/REMMAJ, 09/00797/REMMAJ and 10/00350/REMMAJ
Applicant Redrow Homes (Lancs)
Date Decision Issued: 01/04/2011
Decision: Approve Reserved Matters

Application: 11/00049/FUL
Proposed link road connecting existing road with Ordnance Road
Applicant: Henry Davidson Developments Limited
Date Decision Issued: 16/03/2011 Decision :Permit Full Planning Permission

Application: 11/00123/REMMAJ
Reserved Matters application for a Health Centre (related to outline permissions 97/00509/OUT and 02/00748/OUTMAJ)
Applicant: Eric Wright Group
Date Decision Issued: 20/04/2011
Decision: Permit Full Planning Permission

Application: 11/00149/REMMAJ
Reserved Matters Application for southern part of Parcel L for the construction of 59 No dwellings together with associated works.
Applicant: Stewart Milne Homes
Date Decision Issued: 25/05/2011
Decision: Approve Reserved Matters

Application: 11/00178/FUL
Proposed replan of part of Parcel H4 (approved under 08/00767/FULMAJ) to change the layout and house types.
Applicant: Persimmon Homes Lancashire
Date Decision Issued: 25/05/2011
Decision: Permit Full Planning Permission

Application: 11/00403/OUTMAJ
Section 73 application to vary condition 29 (access on the A49) attached to outline planning

approval 08/00910/OUTMAJ
Applicant: BAE Systems
Date Decision Issued: 27/07/2011
Decision: Permit Full Planning Permission

Application: 11/00474/REMMAJ
Re-plan of plots 818-823, 863-866 and 927-928 of Parcel I, Phase 2, Buckshaw Village (12 dwellings in total)
Applicant: Redrow Homes
Date Decision Issued: 10/08/2011
Decision: Approve Reserved Matters

Application: 11/00554/REMMAJ
Application to extend the time limit for implementation of extant planning permission 08/00396/REMMAJ for the erection of a public house on plot 4400, Buckshaw Village.
Applicant: Mitchells & Butlers Retail Ltd & CBRE Investors
Date Decision Issued: 10/08/2011
Decision: Approve Reserved Matters

Application: 11/00817/REM
Re-plan of plots 842-843, 846-851 and 929 of Parcel I, Phase 2 (9 dwellings).
Applicant: Redrow Homes Lancs
Date Decision Issued: 04/11/2011
Decision: Permit Full Planning Permission

Application: 11/00835/FUL
Application for substitution of two house types on plots 43 and 53 together with associated works (originally approved under planning approval ref: - 10/00745/FULMAJ).
Applicant: Redrow Homes Ltd - Lancashire Division
Date Decision Issued: 10/11/2011
Decision: Permit Full Planning Permission

Application: 11/00846/FUL
Proposed access road from West Road to Buckshaw Hall with associated sewers (resubmission of withdrawn application ref: 11/00598/FUL)
Applicant: Redrow Homes Ltd - Lancashire Division
Date Decision Issued: 10/11/2011
Decision: Permit Full Planning Permission

Application: 11/00934/REMMAJ
Erection of 53 dwellings including associated roads and footpaths at Parcel F, Buckshaw Village
Applicant: Barratt Homes Manchester
Date Decision Issued: 19/01/2012
Decision: Approve Reserved Matters

Application: 11/00974/REMMAJ
Section 73 application to vary condition 1 (approved plans) of reserved matters approval 06/00786/REMMAJ involving altering the location of the junctions
Applicant: Redrow Homes (Lancashire) Ltd
Date Decision Issued: 19/01/2012
Decision: Approve Reserved Matters

Application: 11/01080/FULMAJ
Proposed warehouse, office and trade counter building and associated infrastructure

Applicant: Gough Family Partnership LLP
Date Decision Issued: 08/03/2012
Decision: Permit Full Planning Permission

Application: 11/01087/REMMAJ
Reserved matters application for the erection of 12 no. three-storey dwellings (to south east side of square).
Applicant: Redrow Homes
Date Decision Issued: 09/03/2012
Decision: Permit Full Planning Permission

Application: 11/01105/REM
Reserved matters application for the erection of 8no. detached two-storey dwellings and associated works (pursuant to outline permissions 97/00509/OUT and 02/00748/OUTMAJ)
Applicant: Redrow Homes Lancashire
Date Decision Issued: 09/03/2012
Decision: Permit Full Planning Permission

Application: 12/00007/FUL
Construction of an access roads to serve parcels H3 and H4 of Group 1 and the erection of a foul pumping station.
Applicant: BAE Systems (Property & Environmental Services)
Date Decision Issued: 03/05/2012
Decision: Permit Full Planning Permission

Application: 12/00185/FULMAJ
Application for substitution of house types on plots 44, 51, 65, 80, 81, 91, 94, 100, 104 and 105 (10 houses in total) previously approved as part of application 10/00745/FULMAJ
Applicant: Redrow Homes (Lancs)
Date Decision Issued: 23/05/2012
Decision: Permit Full Planning Permission

Application: 12/00463/REMMAJ
Reserved matters application for the erection of 123 dwellings with associated garaging, bin / cycle stores, parking areas, landscaping, roads, drains, sewers and boundary treatments at the Southern Commercial Area, Buckshaw Village (resubmission of application 12/00148/REMMAJ)
Applicant: Redrow Homes
Date Decision Issued: 09/08/2012
Decision: Permit Full Planning Permission

Application: 12/00658/FULMAJ
Replan of part of previously approved scheme (ref: 10/00792/FULMAJ) replacing 19 of the dwellings on the parcel with 41 dwellings and associated roads and footways.
Applicant: Barratt Homes (Manchester)
Date Decision Issued: 03/10/2012
Decision: Permit Full Planning Permission

Application: 12/00688/FUL
Construction of an access road leading from Central Avenue together with earthworks and landscape treatment associated with the realignment of watercourses
Applicant: BAE Systems
No Decision to date

Application: 12/00783/FUL

Proposed re plan of 4 dwellings and the addition of 2 dwellings to the residential development approved under 11/00934/FULMAJ

Applicant: Barratts Homes Manchester

Date Decision Issued: 04/10/2012

Decision: Permit Full Planning Permission

Application: 12/00787/REMAJ

Proposed residential development comprising 82 dwellings and associated works

Applicant: Barratt Homes (Manchester)

No Decision to date

Section 106 Agreements

Section 106 Agreement Town and Country Planning Act 1990 relating to land at the Former Royal Ordnance Factory Complex Euxton Lane Euxton between: BAE Systems Plc and BAE Systems (Property Investments) Limited and Redrow Homes (Lancashire) Limited and Barratt Homes Limited and Chorley Borough Council and South Ribble Borough Council
Dated 16 December 2002

Planning Application: 9/97/509

Community Centre - to be constructed & completed by the Owner prior to the occupation of 500 residential units. Community Centre land to transfer to CBC for £1 within 12 months of completion; on transfer of the Community Centre land Owner to pay CBC £520,000 towards future maintenance. Alternatively the Owner may elect to maintain the Community Centre itself, with no transfer of land. If the Community Centre is not constructed or provided within the timescales the Owner shall pay CBC a sum equal to the amount the Owner would have incurred.

Outdoor Sports Facilities - not more than 500 residential units shall be occupied until the Outdoor Sports Facilities and Sports Changing Rooms have been laid out. Owner shall offer the OSF land to CBC or elect to manage/maintain the OSF land. Should CBC be offered and accept the OSF land, transfer to CBC for £1; CBC will submit to the Owner details of the OSF Maintenance Costs and OSF Commuted Sum payable on the date of transfer of the OSF land. If the OSF or Sports Changing Rooms are not constructed or provided within the timescales the Owner shall pay CBC a sum equal to the amount the Owner would have incurred.

Informal Recreation Areas & Woodland - Owner to submit Management Plan in respect of the Informal Recreation Areas & Woodland

Section 106 Agreement Town and Country Planning Act 1990 relating to land at the Former Royal Ordnance Factory Complex Euxton Lane Euxton, between BAE Systems Plc and BAE Systems (Property Investments) Limited and Chorley Borough Council

Planning Application 9/02/171 and 9/03/00404/CTY

Dated 8 October 2003

S106 relating to landfill remediation operations

Section 106 Agreement Town and Country Planning Act between BAE Systems (Property Investments) Limited and Chorley Borough Council relating to land at Royal Ordnance Site, including land between Dawson Lane and Euxton Lane, Euxton.

Planning Application Ref: 04/00882/OUTESM 1990

Dated 23 December 2004

Condition relating to development of the Link Road

Section 106 Agreement Town and Country Planning Act 1990 relating to land at the Former Royal Ordnance Factory Complex Euxton Lane Euxton, between BAE Systems Plc and BAE Systems (Property Investments) Limited and Chorley Borough Council

Planning applications 9/02/171, 9/03/404 and 9/04/1292
Dated 22 July 2005
Informal Recreation Areas management plan

Section 106 Agreement Town and Country Planning Act 1990, relating to Land at Group 10 Central Avenue, Euxton, between BAE Systems (Property Investments) Limited and BAE Systems PLC and Chorley Borough Council.

Planning application 05/141
Dated 23 August 2005

Community Benefits Obligation - £1,000,000 to be used for any of the following: affordable housing; traffic mitigation measures & transport improvements, transport infrastructure; or improved community safety schemes. Payable prior to commencement. **£1,000,000 paid October 2006.**

Section 106 Agreement Town and Country Planning Act 1990, Supplemental Agreement under Section 106 relating to land at the Former Royal Ordnance Factory Complex Euxton Lane Euxton, between BAE Systems PLC and BAE Systems (Property Investments) Limited and Redrow Homes (Lancashire) Limited and Barratt Homes Limited and Chorley Borough Council and South Ribble Borough Council

Planning Application 00/350
Dated 1st November 2005

Affordable housing contribution and conditions

Section 106 Agreement Town and Country Planning Act 1990 Between Chorley Borough Council and BAE Systems (Property Investments) Limited, relating to Buckshaw Urban Village and Plots 6-8 Strategic Regional Site Euxton Lane Chorley

Dated 20th September 2006

Section 106 Agreement Town and Country Planning Act 1990 between BAE Systems (Property Investments) Limited and Chorley Borough Council, relating to Buckshaw Urban Village and Plots 6-8 Strategic Regional Site Euxton Lane Chorley

Planning Nos. 06/1078 and 06/1079

Dated 30th November 2006

Regional distribution centre occupation conditions

Section 106 Agreement Town and Country Planning Act 1990 Relating to land at the Former Royal Ordnance Factory Complex, Euxton Lane Euxton between BAE Systems (Property Investments) Limited and The Lancashire County Council

Planning Application 07/00402/CTY

Dated 20th September 2007

Relating to remediation programme.

Section 106 Agreement Town and Country Planning Act 1990 relating to land west of Sibbering's Farm, Dawson Lane, Whittle le Woods between Chorley Borough Council and BAE Systems (Property Investments) Limited

Application nos. 07/00953

Dated 31st March 2008

£2,810,000 (Index Linked) towards the provision of off-site affordable housing, community facilities and playing fields within the vicinity of the Site and towards the provision and maintenance of an equipped children's play area

Section 106 Agreement Town and Country Planning Act 1990 relating to Buckshaw Urban Village and Plots 6-8 Strategic Regional Site Euxton Lane Chorley between Wolseley UK Limited and Chorley Borough Council

Application Nos. 9/06/589, 9/06/590, 9/06/178, 9/06/179 and 9/04/882

Dated 11th April, 2008
Regional distribution centre conditions of development

Section 106 Agreement Town and Country Planning Act 1990 relating to land east of Wordon and Buckshaw Wood, Former Royal Ordnance Site, Euxton Lane Euxton between BAE Systems (Property Investments) Limited and Lancashire County Council
Planning Application 09/00058/CTY
Dated 23rd April 2009
Relating to remediation programme.

Section 106 Agreement Town and Country Planning Act 1990, Supplemental Agreement under Section 106, relating to land at the Former Royal Ordnance Factory Complex Euxton Lane Euxton, between Redrow Homes (Lancashire) Limited and BDW Trading Limited and BAE Systems PLC and BAE Systems (Property Investments) Limited and Chorley Borough Council and South Ribble Borough Council and Lancashire County Council together with Deed relating to the construction of Infrastructure Works at the School Land Buckshaw Village Euxton
Dated 27th November 2009
Commuted sums relating to the development of the School, Health Centre and Library

S106 GROUP 1 ROYAL ORDNANCE EUXTON LANE EUXTON

Section 106 Agreement Town and Country Planning Act 1990 relating to development of land at Group One, Royal Ordnance Site Euxton Lane Euxton, between Chorley Borough Council (1) South Ribble Borough Council (2) and BAE Systems (Property Investments) Limited (3)
Planning application 9/08/910
Dated 22nd December 2009
Off-site Public Open Space Contribution £350,000 to be used by the Councils for the purpose of providing or enhancing public open space within the two mile radius from Central Avenue, Buckshaw
Open Space and woodland Management Maintenance Plan

S106 GROUP 1 ROYAL ORDNANCE SITE EUXTON LANE

Section 106 Agreement Town and Country Planning Act 1990 relating to the development of land at Group 1 Royal Ordnance Site Euxton Lane Euxton, between Chorley Borough Council (1) South Ribble Borough Council (2) and BAE Systems (Property Investments) Limited (3)
Planning application 9/09/95
Dated 22nd December 2009
Milestone Meadow improvements

Section 106 Agreement Town and Country Planning Act 1990 between Chorley Borough Council and Redrow Homes (Lancashire) Limited and BAE Systems (Property Investments) Limited, relating to Group4N Land west of Sibberings Farm Dawson Lane Whittle le Woods.
Planning application 09//00739/FULMAJ
Dated 27th April 2010
Relating to Group 4 North development affordable housing requirements.

S106 AG - PLOTS 6-8 ROYAL ORDNANCE SITE

Section 106 Agreement Town and Country Planning Act 1990, relating to Plots 6-8 at Royal Ordnance Site, including land between Dawson Lane and Euxton Lane Euxton between Wolseley UK Limited and Chorley Borough Council
Dated 4th June 2010

Relating to the Wolseley development.

Section 106 Agreement Town and Country Planning Act 1990 Deed of Variation of original Agreement (dated 22 Dec 2009) relating to development of land at Group One, Royal Ordnance Site Euxton Lane Euxton, between Chorley Borough Council (1) South Ribble Borough Council (2) and BAE Systems (Property Investments) Limited (3)
Planning application 9/08/910
Dated 31st March 2011
Deed of Variation

Section 106 Agreement Town and Country Planning Act 1990 Supplemental Deed to a Section 106 Agreement dated 22 December 2009 relating to development of land at Group One, Royal Ordnance Site Euxton Lane Euxton, between Chorley Borough Council (1) South Ribble Borough Council (2) and BAE Systems (Property Investments) Limited (3)
Planning application 11/00403/OUTMAJ
Dated 18th July 2011
Modification to take into account revised Planning Permission

Supplemental Deed, supplemental to a Section 106 Agreement dated 27th November 2010 relating to land at the former Royal Ordnance Factory Complex Euxton Lane Euxton Chorley Lancashire, between Chorley Borough Council and Redrow Homes Limited & BDW Trading Limited
Dated: 26 January 2012
Relating to PCT site.

Supplemental Deed to a Section 106 dated 27th April 2010 relating to Group 4 North, land west of Sibberings Farm, Dawson Lane, Whittle-le-Woods between Chorley Borough Council and Redrow Homes and BAE Systems Ltd.
Planning Applications - 09/00739/FULMAJ, 10/00745/FULMAJ, 11/00835/FUL
Dated: 11 May 2012

Section 106 Agreement Town and Country Planning Act 1990, Supplemental No 2 to a Section 106 dated 27th April 2010, relating to Group 4 North, land West of Sibberings Farm, Dawson Lane, Whittle Le Woods, between Chorley Borough Council and Redrow Homes Limited and BAE Systems (Property Investments) Limited and BAE Systems PLC.
Planning Application: 12/00185/FULMAJ
Dated 23rd May 2012
Affordable housing conditions and requirements

Highways

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

Highways maintainable at public expense: -

- Adopted YES - DAWSON LANE : 86M EAST OF JONES FARM TO A6 PRESTON ROAD - A
- Adopted YES - DAWSON LANE : OAK HOUSE TO 86M EAST OF JONES FARM - A
- Adopted YES - CENTRAL AVENUE - A
- Adopted YES - CENTRAL AVENUE - A
- Adopted YES - CENTRAL AVENUE - A
- Adopted YES - WIGAN ROAD : EUXTON LANE TO SHAW BROOK BRIDGE - A
- Adopted YES - CENTRAL AVENUE - A
- Adopted YES - CENTRAL AVENUE - A
- Adopted YES - CENTRAL AVENUE - A
- Adopted YES - CENTRAL AVENUE - A

Adopted YES - CENTRAL AVENUE - A
Adopted YES - CENTRAL AVENUE - A
Adopted YES - CENTRAL AVENUE - A
Adopted YES - CENTRAL AVENUE - A
Adopted YES - CENTRAL AVENUE - A
Adopted YES - PRESTON ROAD : HARTWOOD HALL RBT TO LEA ROAD - A
Adopted YES - BUCKSHAW AVENUE - A
Adopted YES - CENTRAL AVENUE - A
Adopted YES - CENTRAL AVENUE - A
Unadopted NO - LIVERPOOL WALK - X
Unadopted NO - KINGS CLOSE - X
Unadopted NO - WALTHAM ROAD - X
Unadopted NO - WALTHAM ROAD - X
Unadopted NO - POOLE AVENUE - X
Unadopted NO - PEMBREY ROAD - X
Unadopted NO - ORDNANCE ROAD - X
Unadopted NO - WORDEN BROOK CLOSE - X
Unadopted NO - BUCKSHAW STATION APPROACH - X
Unadopted NO - ELSTOW CLOSE - X
Unadopted NO - BLACKSMITH WALKS - X
Unadopted NO - ORDNANCE ROAD - X
Unadopted NO - OAKBRIDGE DRIVE - X
Unadopted NO - BUCKSHAW AVENUE - X
Unadopted NO - OLD WORDEN AVENUE - X
Unadopted NO - HANNAH COURT - X
Unadopted NO - ORDNANCE ROAD - X
Unadopted NO - ORDNANCE ROAD - X
Unadopted NO - COWPER PLACE - X
Unadopted NO - AYRSHIRE CLOSE - X
Unadopted NO - SUNNINGDALE DRIVE - X
Unadopted NO - YORKSHIRE CLOSE - X
Unadopted NO - REGIMENT DRIVE - X
Unadopted NO - WEAVERS COURT - X
Unadopted NO - MOSS FIELD CLOSE - X
Unadopted NO - BUCKSHAW AVENUE - X
Unadopted NO - FUSILIERS CLOSE - X
Unadopted NO - MILLERS WALK - X
Unadopted NO - LANCASHIRE DRIVE - X
Unadopted NO - BLACKSMITH WALKS - X
Unadopted NO - ORDNANCE ROAD - X
Unadopted NO - DURHAM DRIVE - X
Unadopted NO - VILLAGE WAY - X
Unadopted NO - PATRICROFT DRIVE - X
Unadopted NO - HANNAH COURT - X
Unadopted NO - ORDNANCE ROAD - X
Unadopted NO - SUTHERLAND PLACE - X
Unadopted NO - HOLLAND HOUSE WAY - X
Unadopted NO - ABBOTT COURT - X
Unadopted NO - BUCKSHAW AVENUE - X
Unadopted NO - CORNWALL AVENUE - X
Unadopted NO - BUCKSHAW AVENUE - X
Unadopted NO - VILLAGE WAY - X
Unadopted NO - PERTSHIRE GROVE - X
Unadopted NO - SPENNYMOOR CLOSE - X
Unadopted NO - SUMMERFIELD WALK - X

Unadopted NO - BUCKSHAW AVENUE - X
Unadopted NO - NEWPORT CLOSE - X
Unadopted NO - HOLLAND HOUSE WAY - X
Unadopted NO - CROOKE GROVE - X
Unadopted NO - BORDER DRIVE - X
Unadopted NO - BUCKSHAW AVENUE - X
Unadopted NO - FEATHERSTONE CLOSE - X
Unadopted NO - GRENADIER WALK - X
Unadopted NO - CROOKE GROVE - X
Unadopted NO - ORDNANCE ROAD - X
Unadopted NO - ORDNANCE ROAD - X
Unadopted NO - IRVINE PLACE - X
Unadopted NO - BELFRY CLOSE - X
Unadopted NO - DURHAM DRIVE - X
Unadopted NO - ORDNANCE ROAD - X
Unadopted NO - AYRSHIRE CLOSE - X
Unadopted NO - BLACKSMITH WALKS - X
Unadopted NO - SUNNINGDALE DRIVE - X
Unadopted NO - MAIN SQUARE - X
Unadopted NO - ORDNANCE ROAD - X
Unadopted NO - BUCKSHAW AVENUE - X
Unadopted NO - SHARROCK STREET - X
Unadopted NO - AYCLIFFE DRIVE - X
Unadopted NO - ORDNANCE ROAD - X
Unadopted NO - GUERNSEY AVENUE - X
Unadopted NO - SUSSEX PLACE - X
Unadopted NO - INGHAM AVENUE - X
Unadopted NO - MARINE CRESCENT - X
Unadopted NO - VILLAGE WAY - X
Unadopted NO - OLD WORDEN AVENUE - X
Unadopted NO - BLACKSMITH WALKS - X
Unadopted NO - BUCKSHAW AVENUE - X
Unadopted NO - PATRICROFT DRIVE - X
Unadopted NO - VILLAGE WAY - X
Unadopted NO - BUCKSHAW AVENUE - X
Unadopted NO - DORSET DRIVE - X
Unadopted NO - BUCKSHAW AVENUE - X
Unadopted NO - OLD WORDEN AVENUE - X
Unadopted NO - SEAFORTH CRESCENT - X
Unadopted NO - PERTHSHIRE GROVE - X
Unadopted NO - BURGHFIELD DRIVE - X
Unadopted NO - VILLAGE WAY - X
Unadopted NO - CROMPTON WALK - X
Unadopted NO - WELCH WALK - X
Unadopted NO - MANCHESTER WALK - X
Unadopted NO - BUCKSHAW AVENUE - X
Unadopted NO - BUCKINGHAMSHIRE PLACE - X
Unadopted NO - ORDNANCE ROAD - X
Unadopted NO - UNITY PLACE - X
Unadopted NO - BUCKSHAW AVENUE - X
Unadopted NO - ORDNANCE ROAD - X
Unadopted NO - SUFFOLK COURT - X
Unadopted NO - AYRSHIRE CLOSE - X
Unadopted NO - BUCHANAN COURT - X
Unadopted NO - CHESHIRE COURT - X

Unadopted NO - OLD WORDEN AVENUE - X
Unadopted NO - KIRKBY CLOSE - X
Unadopted NO - STEATON CLOSE - X
Unadopted NO - SOUTHALL GROVE - X
Unadopted NO - LANCERS CLOSE - X
Unadopted NO - HOLLAND HOUSE WAY - X
Unadopted NO - VILLAGE WAY - X
Unadopted NO - HORROKEY CLOSE - X
Unadopted NO - BUCKSHAW AVENUE - X
Unadopted NO - MAIN STREET - X
Unadopted NO - OLD WORDEN AVENUE - X
Unadopted NO - LANCERS CLOSE - X
Unadopted NO - BRIDGEWATER DRIVE - X
Unadopted NO - FARRIERS WAY - X
Unadopted NO - ROBINSON CLOSE - X
Unadopted NO - WILTSHIRE GROVE - X
Unadopted NO - DORSET DRIVE - X
Unadopted NO - BISHOPTON CRESCENT - X
Unadopted NO - SHARROCK STREET - X
Unadopted NO - OLD WORDEN AVENUE - X
Unadopted NO - OLD WORDEN AVENUE - X
Unadopted NO - BIRTLEY AVENUE - X
Unadopted NO - RADWAY GROVE - X
Unadopted NO - BRACKLA PLACE - X
Unadopted NO - BAKER CLOSE - X
Unadopted NO - AYRSHIRE CLOSE - X
Unadopted NO - BUCKSHAW STATION APPROACH - X
Unadopted NO - HAMPSHIRE DRIVE - X
Unadopted NO - DARWEN FOLD CLOSE - X
Unadopted NO - BRIDGEND GARDENS - X
Unadopted NO - ORDNANCE ROAD - X
Unadopted NO - BAKER CLOSE - X
Unadopted NO - VILLAGE WAY - X
Unadopted NO - HANNAH COURT - X
Unadopted NO - BISHOPTON CRESCENT - X
Unadopted NO - ORDNANCE ROAD - X
Unadopted NO - HOME PARK DRIVE - X
Unadopted NO - NEW INN CLOSE - X
Unadopted NO - ARGYLL AVENUE - X
Unadopted NO - FOOTWAY FROM 21 - 29 MARINE CRESCENT - X
Unadopted NO - BERKSHIRE CLOSE - X
Unadopted NO - BUCKSHAW AVENUE - X
Unadopted NO - BRYNING WAY - X
Unadopted NO - BUCKSHAW STATION APPROACH - X
Unadopted NO - BUCKSHAW AVENUE - X
Unadopted NO - ROBY AVENUE - X
Unadopted NO - MAIN STREET - X
Unadopted NO - VILLAGE WAY - X
Unadopted NO - HORSESHOE DRIVE - X
Unadopted NO - ORDNANCE ROAD - X
Unadopted NO - ORDNANCE ROAD - X
Unadopted NO - OLD WORDEN AVENUE - X
Unadopted NO - DALMUIR PLACE - X
Unadopted NO - AYRSHIRE CLOSE - X
Unadopted NO - BUCKSHAW AVENUE - X

Unadopted NO - BUCKSHAW AVENUE – X
Unadopted NO - BUCKSHAW AVENUE - X
Unadopted NO - THEALE PLACE - X
Unadopted NO - MALTBY SQUARE - X
Unadopted NO - OLD WORDEN AVENUE - X
Unadopted NO - MAIN STREET - X
Unadopted NO - BUCKSHAW STATION APPROACH - X
Unadopted NO - AMBROSE AVENUE - X
Unadopted NO - BUCKSHAW AVENUE - X
Unadopted NO - BUCKSHAW AVENUE - X
Unadopted NO - BUCHANAN COURT - X
Unadopted NO - CHANDLERS CLOSE - X
Unadopted NO - OLD WORDEN ROAD - X
Unadopted NO - ORDNANCE ROAD - X
Unadopted NO - BLACKSMITH WALKS - X
Unadopted NO - BORDER DRIVE - X
Unadopted NO - COOPERS PLACE - X

SUBJECT TO ADOPTION AND, SUPPORTED BY A BOND OR BOND WAIVER: -

Buckshaw Avenue - - Chorley
Central Avenue - Buckshaw Village - Chorley
Central Avenue - Buckshaw Village - Chorley
Main Street - Buckshaw Village - Chorley
Baker Close - Buckshaw Village - Chorley
Coopers Place - Buckshaw Village - Chorley
Dorset Drive - Buckshaw Village - Chorley
Hampshire Avenue - Buckshaw Village - Chorley
Sutherland Place - Buckshaw Village - Chorley
Lancers Close - Buckshaw Village - Chorley
Main Street - Buckshaw Village – Chorley Main Square - Buckshaw Village - Chorley
Durham Drive - Buckshaw Village - Chorley
Buckshaw Avenue - Buckshaw Village - Chorley
Central Avenue - Buckshaw Village – 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

COVT CONTAINED WITHIN S 278 AGREEMENT – ROF SITE EUXTON

Agreement made under Section 278 of the Highways Act 1980 between British Aerospace Investments Limited and The Secretary of State for the Environment, Transport and the Regions and The Council of the Borough of Chorley and The Lancashire County Council containing covenants under Section 33 of the Local Government (Miscellaneous Provision) Act 1982

Dated 6 December 1999.

Agreement made pursuant to Section 278 Highways Act 1980 and Section 33 Local Government (Miscellaneous Provisions) Act 1982 relating to highway works at or near and occasioned by the development of the former Royal Ordnance Factory Site at Euxton Lane Chorley between British Aerospace Investments Limited and The Secretary of State for the Environment, Transport and the Regions and Chorley Borough Council and The Lancashire County Council

Dated 6 December 1999.

PLEASE NOTE: Deed of variation to the original Agreement dated 6 December 1999 under Section 278 of the Highways Act 1980 relating to highway works at or near and occasioned by the development of the former Royal Ordnance Factory Site at Euxton Lane Chorley between Barratts Homes Limited and Redrow Homes (Lancashire) Limited and BAE Systems (Investments) Limited and the Lancashire County Council
Deed of variation dated 31 January 2002.

S38 AG & S33 COVT - DEVELOPMENT AT BUCKSHAW BRIDGE BUCKSHAW
Agreement under Section 38 of the Highways Act 1980 and Section 33 of the Local Government (Miscellaneous Provisions) Act 1982 between BAE Systems (Property Investments) Limited and Chorley Borough Council and BAE Systems Plc in connection with development at Buckshaw Bridge and approaches, Buckshaw Village Chorley
Dated 28 November 2002.

S38 AGREEMENT CENTRAL AVENUE BUCKSHAW VILLAGE
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 and Barratts Homes Limited and Chorley Borough Council and National House Building Council in connection with development at Buckshaw Village (Central Avenue) Euxton.
Dated 25th February 2005

S38 AG & S33 COVT DEVELOPMENT AT BUCKSHAW VILLAGE EUXTON
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 Buckshaw Village (Village Centre) Euxton between Chorley Borough Council and Redrow Homes (Lancashire) Limited and National House Building Council
Dated 1st September 2006

S38 AG & S33 COVT - LAND AT BUCKSHAW VILLAGE PHASE 5
Agreement under Section 38 of the Highways Act 1980 and Section 33 of the Local Government (Miscellaneous Provisions) Act 1982 in connection with land at Buckshaw Village (Village Street) Phase 5 Euxton between Barratts Homes Limited and Chorley Borough Council and National House Building Council
Dated 20th October 2006

S38 AGREEMENT BUCKSHAW AVENUE BUCKSHAW VILLAGE
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 Redrow Homes (Lancashire) Limited and The Lancashire County Council and National House Building Council
in connection with land at Buckshaw Avenue Buckshaw Village
Dated 27th April, 2007

SECT 38 AGREEMENT LAND AT BUCKSHAW VILLAGE
Agreement made under Section 38 of the Highways Act 1980 and all other powers enabling it to do so in connection with land at Buckshaw Village Chorley between Persimmon Homes Limited and The Lancashire County Council and National House Building Council
Dated 6th December 2007

S38 AGREEMENT CENTRAL AVENUE BUCKSHAW VILLAGE
Highways Act 1980 - Section 38 Agreement and Section 33 of the Local Government (Miscellaneous Provisions) Act 1982
- Deed of Variation between Redrow Homes Limited and BDW Trading Limited and Chorley Borough Council and South Ribble Borough Council and National House Building Council

and The Lancashire County Council in respect of two agreements Dated 25th February 2005 and 8 November 2004 in connection with development at Buckshaw Village (Central Avenue) Euxton.

Dated 5th May 2011

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 BUCKSHAW

The developers on Buckshaw were required to provide an all-weather pitch, grass pitches, a Community Centre, play areas and various public open spaces. As part of the Agreement, the developers had the option with the Community Centre, artificial turf pitch and grass pitches with associated changing facilities, to offer to transfer these to Chorley Council's ownership with an appropriate commuted sum. The developers chose not to follow this course of action. They have retained ownership of the assets and employed an asset management company RMG, to manage these assets on their behalf. They have similar arrangements with RMG regarding the public open spaces on Buckshaw. The developers has always planned to retain ownership of the open spaces. Buckshaw residents are required to make an annual contribution towards the upkeep of these and other assets in the

borough. This is locally referred to as the management fee. At the moment this is £150 per year. As part of the arrangement with RMG, RMG collect the money from residents too. Chorley and South Ribble Councils were included in agreeing the specification for the assets. In addition, the developers provided a plan outlining how they planned to manage all of the above assets.

Although the public open spaces is the responsibility of RMG, the Council does get involved in enforcement issues such as fly tipping, dog fouling and littering. This requires close working with RMG. However, it does lead to some confusion amongst residents regarding roles and responsibilities. As highways are adopted by Lancashire County Council, then Chorley Council assumes responsibility for cleaning these areas e.g. sweeping, emptying bins, maintaining bus stops etc.

Plan No 1

Key:-

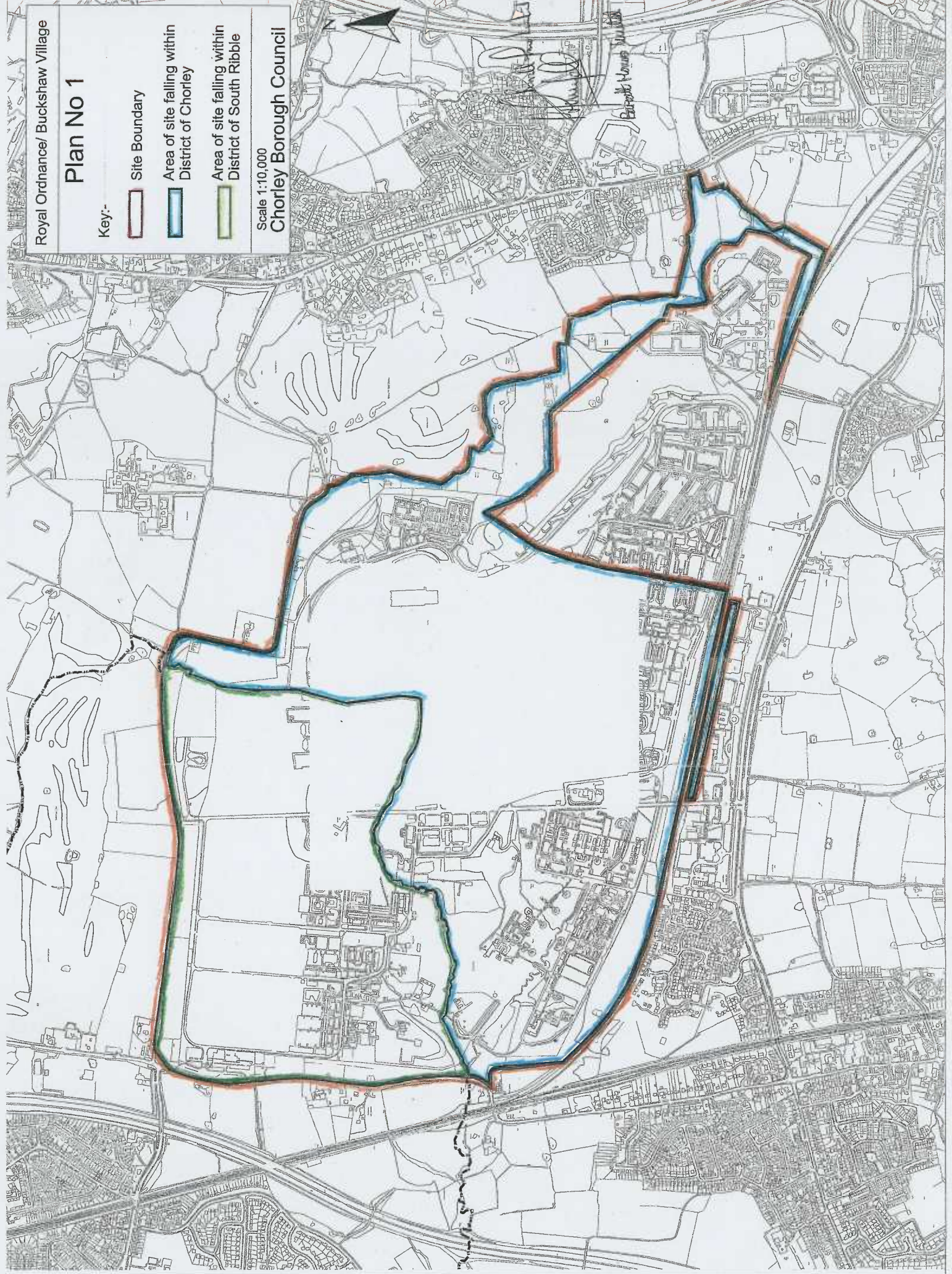
Site Boundary

Area of site falling within District of Chorley

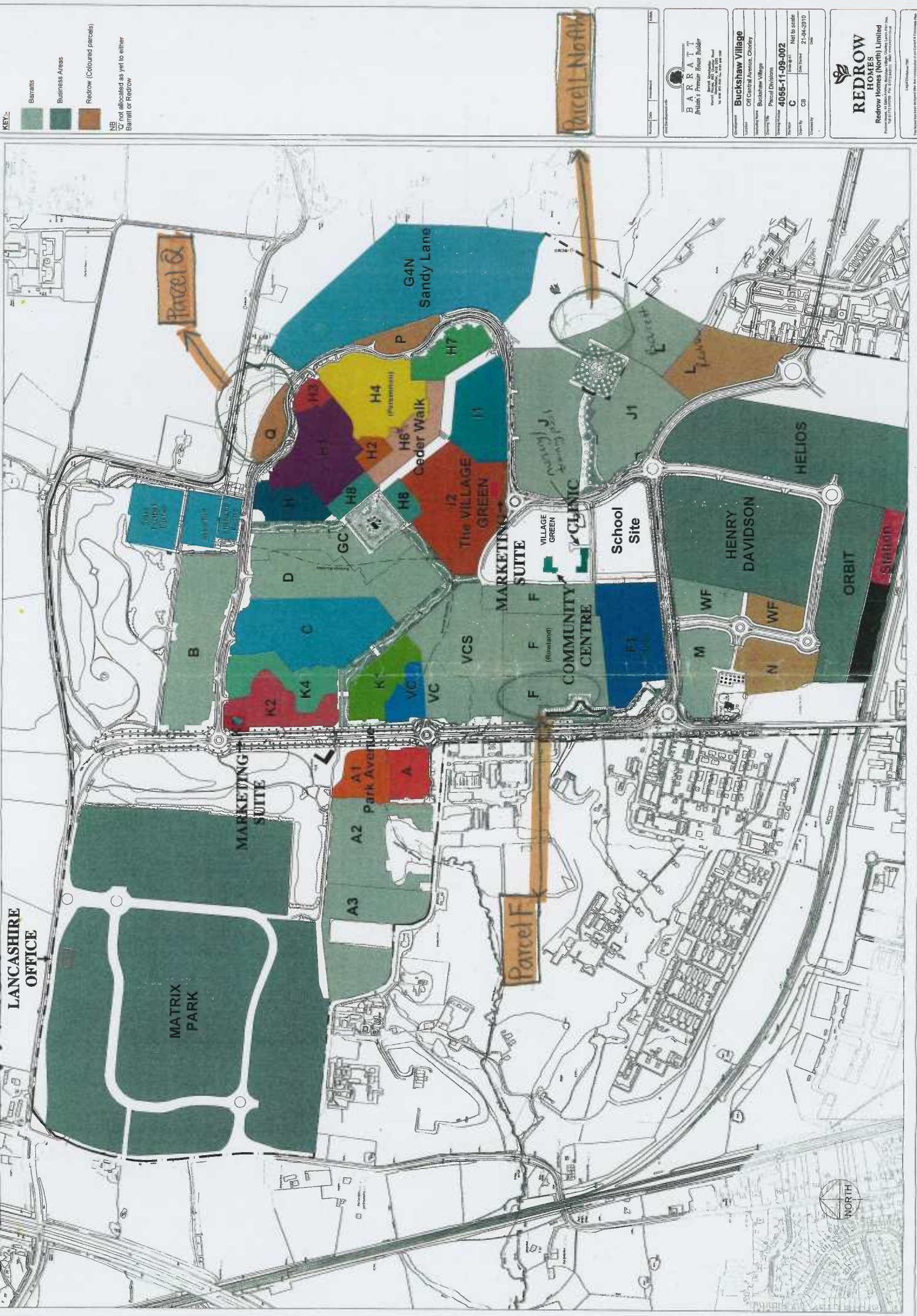
Area of site falling within District of South Ribble

Scale 1:10,000

Chorley Borough Council



Bucksnow Parcels



LANCASHIRE OFFICE

MATRIX PARK

MARKETING SUITE

MARKETING SUITE

MARKETING SUITE

COMMUNITY CENTRE

School Site

HENRY DAVIDSON

HELIOS



KEY:

[Green Box]	Barratts
[Light Green Box]	Business Areas
[Orange Box]	Redrow (Coloured parcels)
[White Box]	Not allocated as yet to either Barratt or Redrow

Parcel N

BARRATT
Britain's Premier House Builder

Bucksnow Village
Off Central Avenue, Chorley

REDROW HOMES
Redrow Homes (North) Limited

Not to be used without the authorisation of the Controller of the Map

Group ONE

Site Overview Character Areas



CHORLEY Borough Council



OUTLINE PLANNING PERMISSION

Town and Country Planning Act 1990

Applicant:

British Aerospace Defence Ltd,
Royal Ordnance Division, Property Services Department, Westcott Venture Park, Westcott, Aylesbury, Bucks.
HP18 ONP

Agent:

Cass Associates,
Albion House, 30 St James Street, Liverpool, L2 7PS

Application Number	Date Received
9/97/00509/OUT	21 July 1997

The Development :

Outline application for mixed use development (housing, employment, shopping, leisure & commercial uses, open spaces, roads, sewers, community facilities & rail station) & indication of junction improvements on surrounding road network,

Location :

Royal Ordnance Site Including Land Between Dawson Lane And Euxton Lane, Euxton, Chorley, Lancashire

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

1. Application for approval of the reserved matters must be made to the Council before the expiration of three years from the date of this permission and the 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 by Section 92 of the Town and Country Planning Act 1990.

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

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

3. Before the development hereby permitted is first commenced, full details of all reserved matters (namely the siting, design, external appearance of the building(s), the means of access thereto and the landscaping of the site) shall be submitted to and approved in writing by the Local Planning Authority.

Reason: The permission is in outline only.

4. The junction improvements specified in the drawing numbered CLGCS/RL/010E Sheets 1 and 2 received 04.03.99 to the Hartwood junctions (junction of the A.6/A674, and the A.6/Euxton Lane) shall be constructed and opened to traffic no later than 2 years following the first occupation of any new building on the site, and in any event shall be constructed and opened to traffic prior to the first stage M61 improvements specified in Condition 13 are implemented.

Reason: In the interest of highway safety.

5. The traffic calming scheme for Dawson Lane as shown in the Plan numbered CLGCS/RL/026, 027(1), 027(2), 027(3) shall be implemented in full to the satisfaction of the Local Planning Authority within 1 year of occupation of the first new building on the site.

Reason: In the interest of Highway safety.

6. The alterations to the following junctions shall provide signalling linked to the Lancashire County Council SCOOT (split cycle offset optimisation technique) system, and CCTV (closed circuit television). Details of these items shall be submitted to and approved in writing prior to development commencing within the site, and thereafter shall be implemented in accordance with a timetable to be agreed in writing by the Local Planning Authority:

Hartwood junctions (junction of the A.6/A674, and the A.6/Euxton Lane)

Hayrick Junction (junction of Lancaster Lane and the A49)

Junction of M6 slip roads and Leyland Way.

Junction of Euxton Lane and Chorley Hospital.

Junction of M61 Junction 8 and A674.

Reason :To ensure the proper and safe operation of the junctions referred to, and in the interests of highway safety.

7. The following junctions shall incorporate MOVA (microprocessor optimised vehicle activation) with remote monitoring facilities:

Dawson Lane / Heald House Lane,

Central Avenue / Dawson Lane,

Central Avenue / Euxton Lane.

Reason: To ensure satisfactory operation of the junctions specified

8. The following Junction improvements shall be constructed and open to traffic within 1 year of the first occupation of any new buildings on the site unless otherwise agreed in writing by the Local Planning Authority:

Lancaster Lane / A49 as detailed in Plan number CCGCS/RL/022B

Heald House Lane / A49 / Dawson Lane as detailed in Plan number CCGCS/RL/018C

Dawson Lane / Central Avenue as detailed in Plan number CCGCS/RL/020B

Euxton Lane / Central Avenue as detailed in Plan number CCGS/RL/021B

Reason: In the interest of Highway safety.

9. No development shall take place until full details of a traffic management scheme for movement of construction vehicles throughout the development phases, have been submitted to and approved in writing by the Local Planning Authority, for all the junctions referred to in the Traffic Impact Assessment, and for within the site. Thereafter the scheme shall be complied with unless otherwise agreed in writing by the Local Planning Authority.

Reason: In the interest of Highway safety.

10. No development shall take place until a scheme for bus telematics for all the following junctions, is submitted to and approved in writing by the Local Planning Authority. Thereafter the scheme shall be implemented in full concurrence with the improvement of each junction unless otherwise agreed in writing by the Local Planning Authority:

A49/Dawson Lane

Central Avenue/Euxton Lane

New railway station and park and ride junction to Euxton Lane

Euxton/Chorley Hospital

A6/Euxton Lane(Hartwood South junction).

Reason : In the interest of Highway safety.

11. No development shall take place until full engineering details of all improvements, including junction designs and a traffic calming scheme for Central Avenue between Dawson Lane and Euxton Lane, have been submitted to and approved in writing by the Local Planning Authority. Thereafter, these improvements shall be implemented prior to the first occupation of any buildings served off Central Avenue.

Reason : In the interest of Highway safety.

12. No part of the development hereby permitted shall be brought into use unless and until the highway improvements specified below, as shown on Scott Wilson's drawing numbered CCGCS/RL/029 and CCGCS/RL/023B, shall be completed and opened to traffic. These improvements comprise:

Drawing number CCGCS/RL/022B

- i. The signalisation of the M6 Junction 28 southbound off slip road and provision of road markings. The provision of queue detector loops on the M6 Junction 28 southbound off slip road.
- ii The widening, provision of road markings and signalisation of the B5256 at its junction with M6 Junction 28 southbound off slip road.

Drawing no. CCGCS/RL/023B

- iii. The widening, provision of road markings and signalisation of the M6 Junction 28 northbound off slip road / B5256 Leyland Way junction. The provision of queue detector loops on the M6 Junction 28 northbound off slip road.

Reason: To ensure the safe and free flow of traffic using the M6 and adjacent highways, in accordance with Section 10(20) of the Highways Act 1980.

13. Occupancy of the development shall not exceed such a level as would produce a sum of 645 vehicles in accordance with the following formula unless and until all the highway improvements shown on Scott Wilson's drawing number CCGCS/RL/008B have been completed and opened to traffic:

$(0.30 \times H) + (1.61 \times B1) + (1.18 \times B2, B8) = 645$, where H is the total number of housing units; B1 is the Gross Floor Area of B1 expressed in sq m/100; B2, B8 is the Gross Floor Area of B2, B8 expressed in sq.m/100.

These improvements comprise:

Drawing no. CCGCS/RL/008B

- i. The gradual increase from two lanes to three lanes on the M61 Junction 8 northbound off slip road.
- ii The full signalisation of the M61 Junction 8 / A674 roundabout, and the alteration of road marking layout on the approaches to the roundabout and on the circulatory carriageway.
- iii The widening of the eastern section of the circulatory carriageway between the M61 Junction 8 southbound off slip road and the M61 Junction 8 southbound on slip road.
- iv The provision of queue detector loops on the A674 westbound carriageway and the M61 Junction 8 off slip road.

Reason: To ensure the safe and free flow of traffic using the M61 and adjacent highways, in accordance with Section 10(20) of the Highways Act 1980.

14. Occupancy of the development shall not exceed such a level as would produce a sum of 1808 vehicles in accordance with the following formula unless and until all the highway improvements shown on Scott Wilson's drawing numbered CCGCS/RL/024 have been completed and opened to traffic:

$(0.30 \times H) + (1.61 \times B1) + (1.18 \times B2, B8) = 1808$, where H is the total number of housing units; B1 is the total Gross Floor Area of B1 expressed in sq.m/100; B2, B8 is the total Gross Floor Area of B2, B8 expressed in sq.m/100. These improvements comprise:

Drawing no. CCGCS/RL/024

- i The upgrade of the existing south facing slip roads at M61 Junction 8 to provide a parallel layout.

Reason: To ensure the safe and free flow of traffic using the M61 and adjacent highways, in accordance with Section 10(20) of the Highways Act 1980.

15. At the time of submission of the first set of details for development of the site, pursuant to Condition 3 above, a Statement of Overall Landscape Strategy for the site as a whole shall be submitted to and approved in writing by the Local Planning Authority. The Strategy shall provide details of structure planting between all development plots, on the site's peripheral areas, and adjacent to all roads, footpaths and cycleways within the site. The structure planting shall be implemented concurrently with highway infrastructure, when each length of road, footpath and cycleway is constructed to base standard. The structure planting to the periphery of the site shall be implemented within 2 years of the commencement of remediation works.

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

16. A scheme of landscaping shall be submitted concurrently with each detailed planning application to show landscaping within that area, notwithstanding any such detail that may have been submitted previously. 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 the site, those areas to be seeded, paved or hard landscaped, and detail any changes of ground level or landform.

Reason: In the interest of amenity of the area.

17. All planting, seeding or turfing comprising approved details of landscaping shall be carried out in the first planting and seeding seasons following the occupation of any buildings within each development plot, or as required by Condition 15 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.

18. 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.

19. The development hereby permitted shall be carried out in accordance with the Land Use Plan numbered 516/02B and the associated land use schedule, unless otherwise agreed in writing by the Local Planning Authority.

Reason: To ensure the satisfactory development of the site in accordance with the submitted Masterplan.

20. No development shall take place until a phasing scheme is submitted showing the phasing of infrastructure works within the site and the phasing of development plots. Thereafter the infrastructure shall be implemented in accordance with the approved scheme unless otherwise agreed in writing. The development plots shall be developed in accordance with the phasing plan unless otherwise agreed in writing.

Reason: The application is in outline only.

21. No development shall take place until a full survey is provided to the Local Planning Authority showing the extent of existing development, including the heights of buildings within the area designated as Green Belt in the Chorley Borough Local Plan.

Reason: In order to provide a survey by which to measure the impact of future development within the Green Belt area.

22. No development shall take place until details of the location and design of the proposed bus stops and associated infrastructure have been submitted to and approved in writing by the Local Planning Authority. Thereafter, the bus stops and infrastructure shall be implemented in accordance with the agreed details.

Reason: In the interests of achieving sustainable development.

23. No development shall take place until a detailed design brief containing a planned, co-ordinated and phased layout of children's play areas has been submitted to and approved in writing by the Local Planning Authority. Any housing development on the site shall incorporate children's play space in accordance with the approved design brief.

Reason: In the interests of a well planned development.

24. Prior to any development commencing on the site, a detailed design code shall be submitted to and approved in writing by the Local Planning Authority. (The design code shall include design guidelines for all residential, community and employment buildings and the open spaces between them [incorporating access for disabled persons] the density ratio of such buildings, tenure and measures for sustainability). All subsequent applications shall be submitted in accordance with the design code unless otherwise agreed in writing by the Local Planning Authority.

Reason : In the interests of a well planned, sustainable development.

25. Any application for reserved matters approval in relation to site layout shall be accompanied by a site survey plan showing the existing and proposed ground levels, proposed slab levels and proposed mounding (where appropriate) to be agreed in writing by the Local Planning Authority and development shall be carried out in accordance with those agreed details.

Reason : In the interests of a well planned development.

26. Prior to any development taking place, a detailed scheme showing the treatment and phasing of works to the overall site boundaries shall be submitted to and approved in writing by the Local Planning Authority.

Reason: To provide an adequate boundary treatment in the interests of the amenity of the area.

27. No part of the development hereby permitted shall commence until the associated details of drainage and sewage disposal have been submitted to and approved in writing by the Local Planning Authority. Approved schemes shall be carried out prior to the occupation of any building unless otherwise agreed in writing by the Local Planning Authority.

Reason: To ensure adequate on-site drainage provision.

28. The development shall not commence until wheel cleaning facilities to a design, specification and in position(s) first approved by the Local Planning Authority have been installed. These facilities shall remain available for use at all times during development so as to ensure the clean condition of the internal site roads and the public highway outside the site and shall be maintained in working order throughout the development.

Reason: To ensure that no material is carried onto the public highways.

29. Prior to the commencement of each phase of development, details of the routing of heavy goods vehicles with the Royal Ordnance Site and the access to the local highway network shall be submitted to and approved in writing by the Local Planning Authority. The scheme shall take account of development phasing of the Royal Ordnance Site and shall be reviewed and approved bi-annually.

Reason: To ensure the movement of vehicles within the site does not impinge upon the amenity of future residents during the period of construction.

30. A scheme for the protection of Buckshaw Hall during reclamation and building works shall be submitted to and approved in writing by the Local Planning Authority prior to any reclamation works taking place. The protection scheme shall be implemented prior to any works, including reclamation works taking place, unless otherwise agreed in writing by the Local Planning Authority. The scheme shall include details of protection from building and reclamation works, as well as protection from the elements so as to ensure that no further deterioration of the buildings takes place.

Reason: To ensure the retention and adequate protection of a Listed Building.

31. A scheme for public access between Dawson Lane and Euxton Lane via the eastern periphery of the site, including the woodland areas to the east of the site (when available), shall be submitted to and approved in writing by the Local Planning Authority. The scheme shall be implemented within 3 years of the first building being occupied.

Reason: To provide a satisfactory pedestrian link between Dawson Lane and Euxton Lane.

Signed:

Alan Croston

Date:

24 August 1999

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

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

CHORLEY Borough Council



OUTLINE PLANNING PERMISSION

Town and Country Planning Act 1990

Applicant:

The Consortium Redrow/Barratt,
C/o Agent,

Agent:

Redrow Homes (Lancs) Ltd,
Redrow House, Holden Road, Leigh, Lancs WN7 1HH

Application Number
9/02/00748/OUTMAJ

Date Received
5 August 2002

The Development:

Modification of conditions on outline permission for mixed use development (housing, employment, shopping, leisure & commercial uses, open spaces, roads, sewers, community facilities, road improvements & rail station),

Location:

Royal Ordnance Site, Including Land Between Dawson Lane And Euxton Lane, Euxton, Chorley, Lancashire.

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

1. Application for approval of the reserved matters must be made to the Council before 24th August 2014 and the development carried out pursuant to the approval of any reserved matter shall be begun within two years of the date of the approval.

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

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

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

3. Before any phase of the development hereby permitted is first commenced, full details of all reserved matters relating to that phase (namely the siting, design, external appearance of the building(s), the means of access and the landscaping of the site) shall be submitted to and approved in writing by the Local Planning Authority. Notwithstanding the provisions of this condition the reserved matters for plot landscaping and external materials in respect of Phase 1 of the development shall be submitted and approved in writing by the Local Planning Authority within 3 months of the commencement of that phase.

Reason: The permission is in outline only.

4. The junction improvements specified in the drawing numbered CLGCS/RL/010E Sheets 1 and 2 received 04.03.99 to the Hartwood junctions (junction of the A.6/A674, and the A.6/Euxton Lane) shall be constructed and opened to traffic no later than 2 years following the first occupation of any new building on the site, and in any event shall be constructed and opened to traffic prior to the first stage M6¹ improvements specified in Condition 13 are implemented.

Reason: In the interest of highway safety.

5. The traffic calming scheme for Dawson Lane as shown in the Plan numbered CLGCS/RL/026, 027(1), 027(2), 027(3) shall be implemented in full to the satisfaction of the Local Planning Authority within 1 year of occupation of the first new building on the site.

Reason: In the interest of highway safety.

6. Prior to the commencement of work on the following junctions details of the provision of signalling linked to the Lancashire County Council SCOOT (split cycle offset optimisation technique) system and CCTV (closed circuit television) shall be submitted to and approved in writing prior to junction works commencing, and thereafter shall be implemented in accordance with a timetable to be agreed in writing by the Local Planning Authority:

Hartwood junctions (junction of the A6/A674 and the A6/Euxton Lane)
Hayrick junction (junction of Lancaster Lane and the A49)
Junction of M6 sliproads and Leyland Way
Junction of Euxton Lane and Chorley Hospital
Junction M61 Junction 8 and A674

Reason: To ensure the proper and safe operation of the junctions referred to, and in the interests of highway safety.

7. The following junctions shall incorporate MOVA (microprocessor optimised vehicle activation) with remote monitoring facilities:

Dawson Lane / Heald House Lane,
Central Avenue / Dawson Lane,
Central Avenue / Euxton Lane.

Reason: To ensure satisfactory operation of the junctions specified.

8. The following Junction improvements shall be constructed and open to traffic within 1 year of the first occupation of any new buildings on the site unless otherwise agreed in writing by the Local Planning Authority:

Lancaster Lane / A49 as detailed in plan number CCGCS/RL/029
Heald House Lane / A49/Dawson Lane as detailed in plan number CCGCS/RL/018C
Dawson Lane / Central Avenue as detailed in plan number CCGCS/RL/020/B
Euxton Lane / Central Avenue as detailed in plan number CCGCS/RL/021B

Reason: In the interests of highway safety.

9. Prior to commencement of each phase of development, details of the routing of construction vehicles within the site and the access to the local highway network shall be submitted to and approved in writing by the Local Planning Authority. The scheme shall take account of development phasing and shall be reviewed and approved bi-annually.

Reason: In the interests of highway safety and residential amenity.

10. Prior to the commencement of work on the following junctions details of a scheme for bus telematics shall be submitted to and approved in writing. Thereafter the scheme shall be implemented in full concurrence with the improvement of each junction unless otherwise agreed in writing by the Local Planning Authority:

A49/Dawson Lane
Central Avenue/Euxton Lane
New railway station and park and ride junction to Euxton Lane
Euxton/Chorley Hospital
A6/Euxton Lane (Hartwood South junction)

Reason: In the interest of Highway safety.

11. No development shall take place until full engineering details of all improvements, including junction designs and a traffic calming scheme for Central Avenue between Dawson Lane and Euxton Lane have been submitted to and approved in writing by the Local Planning Authority. Thereafter these improvements shall be implemented within one year of the first occupation of any buildings served off Central Avenue unless otherwise agreed in writing.

Reason: In the interests of highway safety.

12. Within 1 year of the first occupation of any new buildings on the site, the highway improvements specified below, as shown on Scot Wilson's drawing numbered CCGCS/RL/029 and CCGCS/RL/023B, shall be completed and opened to traffic. These improvements comprise:

Drawing number CCGCS/RL/029

- 1) The signalisation of the M6 junction 28 southbound off slip and provision of road markings. The provision of queue detector loops on the M6 junction 28 southbound off slip road.
- 2) The widening, provision of road markings and signalisation of the B5256 at its junction with M6 junction 28 southbound off slip road.

Drawing number CCGCS/RL/023B

- 3) The widening, provision of road markings and signalisation of the A49/B5256 junction.
- 4) The widening, provision of road markings and signalisation of the M6 junction 28 northbound off slip road/B5256 Leyland Way junction. The provision of queue detector loops on the M6 junction 28 northbound off slip road.

Reason: To ensure the safe and free flow of traffic using the M6 and adjacent highways, in accordance with Section 10(20) of the Highways Act 1980.

13. Occupancy of the development shall not exceed such a level as would produce a sum of 645 vehicles in accordance with the following formula unless and until all the highway improvements shown on Scott Wilson's drawing number CCGCS/RL/008B have been completed and opened to traffic:

$(0.30 \times H) + (1.61 \times B1) + (1.18 \times B2 \text{ B8}) = 645$, where H is the total number of housing units; B1 is the Gross Floor Area of B1 expressed in sq m/100; B2, B8 is the Gross Floor Area of B2, B8 expressed in sq.m/100.

These improvements comprise:

Drawing no. CCGCS/RL/008B

- 1) The gradual increase from two lanes to three lanes on the M61 Junction 8 northbound off slip road.
- 2) The full signalisation of the M61 Junction 8 / A674 roundabout, and the alteration of road marking layout on the approaches to the roundabout and on the circulatory carriageway.
- 3) The widening of the eastern section of the circulatory carriageway between the M61 Junction 8 southbound off slip road and the M61 Junction 8 southbound on slip road.
- 4) The provision of queue detector loops on the A674 westbound carriageway and the M61 Junction 8 off slip road.

Reason: To ensure the safe and free flow of traffic using the M61 and adjacent highways, in accordance with Section 10(20) of the Highways Act 1980.

14. Occupancy of the development shall not exceed such a level as would produce a sum of 1808 vehicles in accordance with the following formula unless and until all the highway improvements shown on Scott Wilson's drawing numbered CCGCS/RL/024 have been completed and opened to traffic: $(0.30 \times H) + (1.61 \times B1) + (1.18 \times B2, B8) = 1808$, where H is the total Gross Floor Area of B2, B8 expressed in sq.m/100. These improvements comprise:

Drawing no. CCGCS/RL/024

- 1) The upgrade of the existing south facing slip roads at M61 Junction 8 to provide a parallel layout.

Reason: To ensure the safe and free flow of traffic using the M61 and adjacent highways, in accordance with Section 10(20) of the Highways Act 1980

15. At the time of submission of the first set of details for development of the site, pursuant to Condition 3 above, a Statement of Overall Landscape Strategy for the site as a whole shall be submitted to and approved in writing by the Local Planning Authority. With the landscaping details for each phase of development shall be provided details of structure planting between developed parcels on the site's peripheral areas and adjacent to the primary roads, footpaths and cycle ways within the site and which will be implemented concurrently with the phasing of development.

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

16. A scheme of landscaping for each phase shall be submitted and agreed in writing prior to the commencement of that phase of development. The scheme shall indicate the types and numbers of trees and shrubs to be planted, their distribution on the 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 amenities of the area.

17. All planting, seeding or turfing comprising approved details of landscaping shall be carried out in the first planting and seeding season following the occupation of any buildings within each phase of development, or as required by Condition 15 whichever is the sooner, and any trees or plants which within a period of five years from the completion of the development phase die, are removed or become seriously damaged or diseased shall be replaced in the next planting season with other of similar size and species, unless the Local Planning Authority gives written consent to any variation.

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

18. 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.

19. The development hereby permitted shall be carried out in accordance with the Cork Toft Land Use Plan No.1 (CTP/MP1) and the associated land use schedule unless otherwise agreed in writing by the Local Planning Authority.

Reason: To ensure satisfactory development of the site in accordance with the submitted Masterplan.

20. No development shall take place until a phasing scheme is submitted showing the phasing of infrastructure works within the site and the phasing of development plots. Thereafter the infrastructure shall be implemented in accordance with the approved scheme unless otherwise agreed in writing. The development plots shall be developed in accordance with the phasing plan unless otherwise agreed in writing.

Reason: The application is in outline only.

21. No development shall take place until a full survey is provided to the local planning authority showing the extent of existing development, including the heights of buildings within the area designated as Green Belt in the Chorley Borough Local Plan.

Reason: In order to provide a survey by which to measure the impact of future development within the Green Belt area.

22. No phase of infrastructure development shall take place until details of the location and design of the proposed bus stops and associated works for the relevant phase of infrastructure have been submitted to and approved in writing by the Local Planning Authority. Thereafter, the bus stops and infrastructure shall be implemented in accordance with the agreed details.

Reason: In the interests of achieving sustainable development.

23. No phase of development shall take place until a detailed design brief containing a planned, co-ordinated and phased layout of children's play areas for the phase of development has been submitted to and approved in writing by the Local Planning Authority. Any housing development on the site shall incorporate children's play space in accordance with the approved design brief.

Reason: In the interests of a well planned development.

24. Prior to any development commencing on site, a detailed design code shall be submitted to and approved in writing by the Local Planning Authority. (The design code shall include design guidelines for all residential, community and employment buildings and the open spaces between them [incorporating access for disabled persons] the density ratio of such buildings, and measures for sustainability). All subsequent applications shall be submitted in accordance with the design code unless otherwise agreed in writing by the local Planning Authority.

Reason: In the interests of a well planned, sustainable development.

25. Any application for reserved matters approval in relation to site layout shall be accompanied by a site survey plan showing the existing and proposed ground levels, proposed slab levels and proposed mounding (where appropriate) to be agreed in writing by the Local Planning Authority and development shall be carried out in accordance with those agreed details.

Reason: In the interests of a well planned development.

26. Prior to any phase of development taking place, a detailed scheme showing the treatment and phasing of works to the overall site boundaries of the phase shall be submitted to and approved in writing by the Local Planning Authority.

Reason: To provide an adequate boundary treatment in the interests of the amenity of the area.

27. No part of the development hereby permitted shall commence until an overall strategy for drainage and sewage disposal have been submitted to and approved in writing by the Local Planning Authority. Full details for the drainage and sewage disposal of the relevant phases shall be approved and carried out prior to the occupation of any buildings unless otherwise agreed in writing by the Local Planning Authority.

Reason: To ensure adequate on-site drainage provision.

28. No phase of development shall commence until wheel cleaning facilities to a design, specification and in position(s) first approved by the Local Planning Authority have been installed. These facilities shall remain available for use at all times during development so as to ensure the clean condition of the internal site roads and the public highway outside the site and shall be maintained in working order throughout the development.

Reason: To ensure that no material is carried onto the public highways.

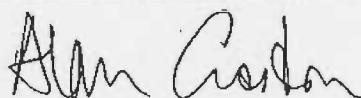
29. A scheme for the protection of Buckshaw Hall during building works shall be submitted to and approved in writing by the Local Planning Authority prior to any building works taking place. The protection scheme shall be implemented prior to any building works taking place, unless otherwise agreed in writing by the Local Planning Authority. The scheme shall include details of protection from building works, as well as protection from the elements so as to ensure that no further deterioration of the buildings takes place.

Reason: To ensure the retention and adequate protection of a Listed Building.

30. A scheme for public access between Dawson Lane and Euxton Lane via the eastern periphery of the site, including the woodland areas to the east of the site (when available), shall be submitted to and approved in writing by the Local Planning Authority. Details of the development phases in the eastern periphery shall make provisions to link with this public access.

Reason: To provide the basis for a satisfactory pedestrian link between Dawson Lane and Euxton Lane.

Signed:



Date:

16 December 2002

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

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

OUTLINE PLANNING PERMISSION

Town and Country Planning Act 1990

Applicant:

Bayerton
Spring Gardens 342 Manchester Road Woolston WA1 4PU

Agent:

Lea Hough & Co
8 Eaton Avenue, Matrix Office Park, Buckshaw Village, Euxton, PR7 7NA

Application Number	Date Received
05/00141/OUTMAJ	8 February 2005

The Development:

Outline application for the erection of extra care apartments, ancillary communal facilities, car parking and landscaping,

Location:

Group 10 Central Avenue Buckshaw Village Euxton Lancashire

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

1. Application for approval of the reserved matters must be made to the Council before the expiration of three years from the date of this permission and the 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 by Section 92 of the Town and Country Planning Act 1990.

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

Reason: The permission is in outline only and in accordance with Policy Nos. GN2, GN5, HS4, and TR4 of the Adopted Chorley Borough Local Plan Review.

3. The approved plans are:

Received On:	Title:
25 April 2005	Site location plan

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

4. No development hereby approved shall take place until the work granted under Planning Permission 9/04/00641/FULMAJ for the Remediation and Reclamation of the site has been carried out and completed in accordance with the approved method statement and remediation strategy approved by that permission.

Reason: To protect the environment and prevent harm to human health by ensuring that the land is remediated to an appropriate standard for the proposed end use and in accordance with Policy No. EP16 of the Adopted Chorley Borough Local Plan Review.



5. The application for approval of reserved matters shall be accompanied by full details of existing and proposed ground levels and proposed building slab levels (all relative to ground levels adjoining the site). The development shall only be carried out in conformity with the approved details.

Reason: To protect the appearance of the locality and in the interests of the amenities of local residents and in accordance with Policy Nos. GN5 and HS4 of the Adopted Chorley Borough Local Plan Review.

6. Before the development hereby permitted is first commenced, full details of the position, height and appearance of all fences and walls to be erected shall have been submitted to and approved in writing by the Local Planning Authority. No building shall be occupied until all fences and walls shown in the approved details have been erected in conformity with the approved details.

Reason: To ensure a visually satisfactory form of development, to provide reasonable standards of privacy to residents and in accordance with Policy No. HS4 of the Adopted Chorley Borough Local Plan Review.

7. No more than 201 residential units shall be erected on the site.

Reason: To prevent an inappropriate excess of housing provision in the Borough and in order to ensure the provision of a mix of uses appropriate to the site designation as an Urban Village in accordance with Policy GN2 of the adopted Chorley Borough Local Plan Review

8. The dwellings erected on the site shall be flats and there shall be no houses with private gardens.

Reason: In order to ensure that the Buckshaw Urban Village contains an appropriate mix of dwellings to create a mixed and balanced community in accordance with Policies GN2 and HS3A of the adopted Chorley Borough Local Plan Review and to prevent harm to human health.

9. No development approved by this permission shall be commenced until a scheme for the provision and implementation, of a surface water regulation system has been approved by the Local Planning Authority. The Scheme shall thereafter be completed in accordance with the approved plans prior to first occupation of the development.

Reason: To reduce the increased risk of flooding.

10. No individual unit of accommodation hereby approved shall be occupied other than by persons who have attained the age of 55 years and/or are registered disabled and/or by a spouse, widow, widower, partner or dependants of such a resident or by persons providing care for residents of the development.

Reason: To prevent an inappropriate excess of housing provision in the Borough and in order to ensure the provision of a mix of uses appropriate to the site designation as an Urban Village in accordance with Policy GN2 of the adopted Chorley Borough Local Plan Review.

11. Prior to the commencement of the development details of on-site facilities necessary for the management and operation of the scheme as a retirement village complex, including the provision of services from a registered care provider to ensure the availability of on-site domiciliary care and assisted living support and ancillary recreational, community, health and fitness facilities, shall be submitted to and approved in writing by the local planning authority. The facilities and services as approved shall be provided in accordance with the approved programme of phased provision referred to above.

Reason: To define the extent of the permission and to ensure the availability of appropriate and adequate on site domiciliary care and assisted living support as site is within an area where residential development for market housing would not normally be permitted and in accordance with Policy No. HS6 of the Adopted Chorley Borough Local Plan Review.

12. The development hereby permitted shall not commence until full details of the junction between the proposed service road and the highway have been submitted to and approved in writing by the Local Planning Authority. No part of the development hereby permitted shall be occupied until that junction has been constructed in accordance with the approved details.

Reason: In the interests of highway safety and in accordance with Policy No. TR4 of the Adopted Chorley Borough Local Plan Review.



13. Before any development hereby permitted 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 and in accordance with Policy No.TR8 of the Adopted Chorley Borough Local Plan Review.

This decision has been made having regard to :

- The policies of the Development Plan which comprises the Regional Planning Guidance for the North West (2003), the Joint Lancashire Structure Plan (2005), and the Adopted Chorley Borough Local Plan Review (2003); and
- All other relevant planning guidance, including supplementary planning guidance.

Signed:

Date:

23 August 2005



Alan D Croston BA (Hons) MRTPI MCMI,
Head of Planning Services, Civic Offices, Union Street, Chorley, Lancashire, PR7 1AL

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OUTLINE PLANNING PERMISSION

Town and Country Planning Act 1990

Applicant:

BAE Systems

BAE Systems Property And Environmental Services Westcott Venture Park Westcott Aylesbury HP18 0NP

Agent:

Cass Associates

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

Application Number
07/00953/OUTMAJ

Date Received
15 August 2007

The Development:

Outline application for the redevelopment of the site (7.37 hectares) for 102 dwellings with associated highway infrastructure and landscape treatment

Location:

Group 4N Land 150m West Of Sibbering's Farm Dawson Lane Whittle-Le-Woods

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

1. An application for approval of the reserved matters (namely external appearance of the buildings and landscaping of the site) must be made to the Council before the expiration of three years from the date of this permission and the development hereby permitted must be begun two years from the date of approval of the last of the reserved matters to be approved.

Reason: Required to be imposed by Section 92 of the Town and Country Planning Act 1990 as amended by Section 51 of the Planning and Compulsory Purchase Act 2004.

2. 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 plans) 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. Other 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, to provide reasonable standards of privacy to residents and in accordance with Policy No. HS4 of the Adopted Chorley Borough Local Plan Review.

3. The application for approval of reserved matters shall be accompanied by full details of existing and proposed ground levels and proposed building slab levels (all relative to ground levels adjoining the site), notwithstanding any such detail shown on previously submitted plans. The development shall only be carried out in conformity with the approved details.

Reason: To protect the appearance of the locality, in the interests of the amenities of local residents and in accordance with Policy Nos. GN5 and HS4 of the Adopted Chorley Borough Local Plan Review.

4. 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 and in accordance with Policy No. GN5 of the Adopted Chorley Borough Local Plan Review.



5. 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 and in accordance with Policy No GN5 of the Adopted Chorley Borough Local Plan Review.

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

Reason: To safeguard the trees to be retained and in accordance with Policy Nos. EP9 and HT9 of the Adopted Chorley Borough Local Plan Review.

7. The development hereby permitted shall not commence until samples of all external facing materials to the proposed buildings (notwithstanding any details shown on 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 and in accordance with Policy Nos. GN5 of the Adopted Chorley Borough Local Plan Review.

8. The development hereby permitted shall not commence until full details of the colour, form and texture of all hard ground- surfacing materials (notwithstanding any such detail shown on previously submitted plans and specification) have been submitted to and approved in writing by the Local Planning Authority. The development shall only be carried out in conformity with the approved details.

Reason: To ensure a satisfactory form of development in the interest of the visual amenity of the area and in accordance with Policy Nos. GN5 and HS4 of the Adopted Chorley Borough Local Plan Review.

9. The garages hereby permitted shall be kept freely available for the parking of cars, notwithstanding the provisions of the Town and Country Planning (General Permitted Development) Order 1995.

Reason: To ensure adequate garaging/off street parking provision is made/maintained and thereby avoid hazards caused by on-street parking and in accordance with Policy No. 7 of the Joint Lancashire Structure Plan

10. 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 and in accordance with Policy Nos. EP17 and EM2 of the Adopted Chorley Borough Local Plan Review.

11. The proposed landscaping should comprise only native plant communities appropriate to the area and should enhance habitat connectivity. In accordance with the Lancashire Biodiversity Action Plan Targets the submission of a habitat creation and management plan is required to be submitted and approved in writing by the Local Planning Authority. The landscaping thereafter shall accord with the approved plan.

Reason: To ensure that the retained and re-established habitats that contribute to the Biodiversity Action Plan targets are suitably established and managed. In accordance with Policy ER5 of the North West Regional Spatial Strategy and Policy 21 of the Joint Lancashire Structure Plan

12. Prior to the first use of the development hereby permitted, a Residential Travel Plan shall be submitted to and approved in writing by, the local planning authority. The measures in the agreed Travel Plan shall then thereafter be complied with unless otherwise agreed in writing by the Local Planning Authority.

Reason: To reduce the number of car borne trips and to encourage the use of public transport and to accord with Policies TR1 and TR4 of the Adopted Chorley Borough Local Plan Review.

13. If, during development, contamination not previously identified is found to be present at the site then no further development (unless otherwise agreed in writing with the Local Planning Authority) shall be carried out until the developer has submitted, and obtained written approval from the Local Planning Authority for, an amendment to the Method Statement detailing how this unsuspected contamination shall be dealt with.
Reason: To protect the environment and prevent harm to human health by ensuring that the land is remediated to an appropriate standard for the proposed end use and in accordance with Government advice contained in PPS23: Planning and Pollution Control

14. Prior to the commencement of the development full details of the Management Company to deal with the future management and maintenance of the site shall be submitted to and approved in writing by the Local Planning Authority. The site shall thereafter be managed by the approved Management Company.
Reason: To ensure the satisfactory management of the unadopted highways and public open space and in accordance with Policies TR4 and HS21 of the Adopted Chorley Borough Local Plan Review.

15. Prior to the commencement of the development a scheme for the provision and implementation of a surface water regulation system shall be submitted to and approved in writing by the Local Planning Authority. The development thereafter shall be carried out in accordance with the approved plans.
Reason: To secure proper drainage and to prevent flooding and in accordance with Policy Nos. EP18 of the Adopted Chorley Borough Local Plan Review and Government advice contained in PPS25: Development and Flood Risk.

16. The site shall be remediated fully in accordance with the Remediation Plan B0019-00-R5-2 unless otherwise agreed in writing by the Local Planning Authority. A post remediation validation report and confirmatory sampling data shall be submitted to and approved in writing by the Local Planning Authority.
Reason: To protect the environment and prevent harm to human health by ensuring that the land is remediated to an appropriate standard for the proposed end use and in accordance with Government advice contained in PPS23: Planning and Pollution Control

17. The development hereby permitted shall be carried out in accordance with the details set out within the Planning, Design and Access Statement, submitted on 15th August 2007, and the addendum to the Planning, Design and Access Statement submitted on 23rd August 2007.
Reason: To provide a satisfactory form of development and in accordance with Policies GN5 and HS4 of the Adopted Chorley Borough Local Plan Review.

Please Note: The following comments from United Utilities:

- * Full details of site drainage proposals should be discussed with John Lunt (01925 537 174)
- * If any sewers are proposed for adoption then the developer should contact the Sewers Adoption Team (01925 428266)
- * Water can be supplied for domestic purposes
- * Water pressure in this area is regulated to around 20metres head. This should be taken into account when designing the internal plumbing
- * The level of cover to the water mains and sewers must not be compromised either during or after construction
- * The water mains may need extending to the site. The applicant will be required to pay a capital contribution and sign an Agreement under Sections 41, 42 & 43 of the Water Industry Act 1991
- * A separate metered supply to each unit will be required at the applicant's expense and all internal pipework must comply with current water supply (water fittings) regulations

Please Note: Detailed guidance for developing Residential Travel Plans is available from DfT in its publication "Making residential travel plans work: guidelines for new development" The Travel Plan needs to include the following:
* Appointment of a Travel Plan Co-ordinator
* Facilities available on the site, which reduce the need to travel
* Details of cycling/pedestrian links through the site
* Provision of secure, covered cycle parking
* Sustainable transport links to the town centre
* Action Plan of measures to be introduced.

Please Note: It is recommended that surface water attenuation should be by use of SUDS (Sustainable drainage system) in accordance with Annexe F (Managing Surface Water) of PPS25.



Please Note: The approved plans are:

Plan Ref.	Received On:	Title
G4N/101D	27 th March 2008	Siting Plan
G4N/102	23rd August 2007	Massing Plan
Figure 5.2 (B)	23rd August 2007	Illustrative Sections
960/03 A	23rd August 2007	Planning Application Boundary
960/02 A	23rd August 2007	Site Location Plan

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

Please Note: To implement this planning permission you will have to enter into an appropriate Legal Agreement with the County Council as Highway Authority. You should contact the Environment Director at P.O.Box 9, Guild House, Cross Street, Preston PR1 8RD in the first instance to ascertain the details of such an agreement and the information to be provided.

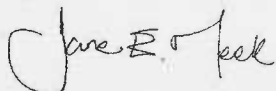
Please Note: Works during the bird breeding season (March to July inclusive) should be avoided.

This decision has been made having regard to :

- The policies of the Development Plan which comprises the Regional Planning Guidance for the North West (2003), the Joint Lancashire Structure Plan (2005), and the Adopted Chorley Borough Local Plan Review (2003); and
- All other relevant planning guidance, including supplementary planning guidance.

Signed:

Date: 31 March 2008



Jane E. Meek BSc (Hons) DipTP MRTPI
Director of Development and Regeneration, Civic Offices, Union Street, Chorley, Lancashire, PR7 1AL

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

OUTLINE PLANNING PERMISSION

Town and Country Planning Act 1990

Applicant:

Mr Richard Culmer
BAE Systems C/O Agent

Agent:

Mr Graham Trehwella
Cass Associates Studio 104 The Tea Factory 82 Wood Street Liverpool L1 4DQ

Application Number	Date Received
08/00910/OUTMAJ	13 August 2008

The Development:

Outline planning application for the redevelopment of land at Group One (Site Area 54.34 Hectares), Royal Ordnance Site, Chorley for mixed use development comprising housing and commercial uses (including uses A1, A2, A3, B1, B2, C1, C2 and C3 of the Town and Country Planning (Use Classes) (Amendment) (England) Order 2006) and associated landscape treatment and highway works.

Location:

Group 1 Euxton Lane Euxton Lancashire

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

1. Any application for approval of reserved matters (as defined in Condition 2 below) for all Phases identified on the approved Masterplan reference 895/97A must be made to the Council not later than the expiration of ten years beginning with the date of this decision notice. Each Phase or Sub-Phase (as defined in Condition 3 below) of the development shall be begun within two years of the date of the Reserved Matters Approval relating to that Phase or Sub-Phase or in the case of approval of reserved matters on different dates the date of the final approval of the last of such matters to be approved.

Reason: Required to be imposed by Section 92 of the Town and Country Planning Act 1990 as amended by Section 51 of the Planning and Compulsory Purchase Act 2004.

2. Subject to Condition 3 (below) before any Phase of the development (as identified on the approved Masterplan reference 895/97A) or a Sub-Phase of a Phase (as defined by Condition 3 (below)) hereby permitted is first commenced, full details of all reserved matters relating to that Phase or Sub-Phase (namely the appearance, layout, scale and landscaping of the site) shall be submitted to and approved in writing by the Local Planning Authority. Approval of the reserved matters shall be obtained from the Local Planning Authority in writing for each Phase or Sub-Phase of the development before each respective Phase or Sub-Phase of the development (excluding works of demolition, site remediation and archaeological investigation) is commenced, unless otherwise agreed in writing by the Local Planning Authority.

Reason: Required to be imposed by Section 92 of the Town and Country Planning Act 1990 as amended by Section 51 of the Planning and Compulsory Purchase Act 2004

3. Any application for approval of reserved matters of a Sub-Phase of a Phase shall not be submitted for approval pursuant to Condition 2 (above) unless there has first been submitted to and approved in writing by the Local Planning Authority a plan showing the extent of the proposed Sub-Phase for which reserved matters are to be submitted. For the purposes of this planning permission, all references to a Sub-Phase or Sub-Phases shall be to a Sub-Phase or Sub-Phases as shown on a plan approved by the Local Planning Authority pursuant to this Condition 3.

Reason: To ensure the proper development of the site in a co-ordinated manner.

4. The development hereby permitted shall be carried out in accordance with the approved Masterplan (reference 895/97A received 28th August 2009), the approved Building Density plan (reference 895/94 received 28th August 2009), the approved Building Heights plan (reference 895/98 received 28th August 2009), the approved Phasing Plan (reference 895/93A received 28th August 2009) and the approved Land Use Plan (reference 895/89A received 28th August 2009) unless otherwise agreed in writing by the Local Planning Authority. Additionally the development shall be carried out in accordance with the approved Development Profile by Phase dated 28th August 2009, unless otherwise agreed in writing by the Local Planning Authority.
Reason: To ensure an acceptable form of development for the site within the parameters of the Environmental Impact Assessment which accompanied the application.

5. Prior to the submission of any reserved matters applications on the site pursuant to Condition 2 a Design Code shall be submitted to and approved in writing by the Local Planning Authority. This Design Code shall be produced in accordance with the Design and Access Statement dated August 2008 and the Supplementary Report to the Design and Access Statement dated January 2009. The Design Code shall include the design principles for the whole of the site and will incorporate, amongst other elements,:

- The Masterplan for the site
- Specific character areas incorporating detailing design requirements
- A highway hierarchy and design considerations including the alignment of the main road through the site linking Central Avenue to the A49
- A greenspace and landscape structure
- A movement framework
- Layout considerations
- Parking and garaging
- Appropriate building and hardsurfacing materials
- Details of appropriate boundary treatments
- Lighting
- Signage and signposting
- Sustainability
- Details of the laying of services, drainage and cables
- Bin storage and rubbish collection
- Ecology and nature conservation

Each reserved matters application thereafter shall be submitted in accordance with the Approved Design Code unless otherwise agreed in writing by the Local Planning Authority.
Reason: To ensure a comprehensive approach to the development of this site is achieved and in the interests of the proper planning of the site. In accordance with Policy GN2 of the Adopted Chorley Borough Local Plan Review

6. Prior to the commencement of the development and the submission of any reserved matters application pursuant to Condition 2 the following details shall be submitted to and approved in writing by the Local Planning Authority:

- Foul and surface water drainage
- Surface water strategy including details of the attenuation ponds
- Nature conservation and enhancement works including details of the proposed ponds
- Provision and layout of public open space
- Provision of footpath and cycle links
- Existing and proposed levels
- Tree works and tree protection measures

Each and every reserved matters application shall be submitted in accordance with the approved details. The development thereafter shall be carried out in accordance with the approved details unless otherwise agreed in writing by the Local Planning Authority.

Reason: In the interests of the proper and comprehensive planning of the site to create a high quality sustainable development. In accordance with Policy GN2 of the Adopted Chorley Borough Local Plan Review.

7. Prior to the commencement of the development a Travel Plan for the site shall be submitted to and approved in writing by the Local Planning Authority. The Plan shall be generally in accordance with document submitted with the application entitled The Measures to Promote Sustainable Travel prepared by Singleton Clamp & Partners. The development thereafter shall be carried out in accordance with the approved details unless otherwise agreed in writing by the Local Planning Authority.

Reason: To reduce the number of car borne trips and to encourage the use of public transport and to accord with Policies TR1 and TR4 of the Adopted Chorley Borough Local Plan Review.

8. Prior to the commencement of the development a movement strategy shall be submitted to and approved in writing by the Local Planning Authority. The strategy shall include details of the road hierarchy through the site and the footpath/ cycle linkages through the site. The development thereafter shall be carried out in accordance with the approved movement strategy unless otherwise agreed in writing by the Local Planning Authority.

Reason: In the interests of the proper development of the site and to promote connectivity through the site and with the adjacent/ nearby existing Villages. In accordance with Policy GN2 of the Adopted Chorley Borough Local Plan Review

9. Prior to the commencement of the development a landscape strategy shall be submitted to and approved in writing by the Local Planning Authority. The strategy shall include details of the informal open space and the structure planting along the southern and western boundaries of the site. In particular the strategy shall detail the phasing of the tree removal along the southern railway boundary, details of the phasing of the replacement tree planting along the southern boundary and the type and size of trees to be planted along the southern boundary. All reserved matters application shall be submitted in accordance with the approved landscape strategy and the development thereafter shall be carried out in accordance with the approved landscape strategy, unless otherwise agreed in writing by the Local Planning Authority

Reason: In the interests of the proper development of the site. In accordance with Policy GN2 of the Adopted Chorley Borough Local Plan Review

10. No development shall commence until full details of the proposed footpath/cycle link underneath the bridge at the south-east corner of the site have been submitted to and approved in writing by the Local Planning Authority. No dwelling constructed on the site shall be occupied until the footpath/ cycle link has been provided in accordance with the approved details unless otherwise agreed in writing by the Local Planning Authority.

Reason: In the interests of the proper development of the site and to promote connectivity through the site and with the adjacent Buckshaw Village. In accordance with Policy GN2 of the Adopted Chorley Borough Local Plan Review

11. Prior to the commencement of the development a surface water drainage strategy (including a surface water attenuation strategy) shall be submitted to and approved in writing by the Local Planning Authority. The drainage of the site shall thereafter be fully implemented and completed in accordance with the approved strategy, unless otherwise agreed in writing by the Local Planning Authority

Reason: To enable the Local Authority to assess the effects of the proposed development on flood defence/ land drainage. In accordance with Policy EP18 of the Adopted Chorley Borough Local Plan Review and Government advice contained in PPS25: Development and Flood Risk

12. Prior to the commencement of the development full details to measures to reduce dust and particulate matter resulting from the construction works shall be submitted to and approved in writing by the Local Planning Authority. The details submitted shall be in accordance with the submitted Environmental statement (Pages 101 and 102) which detail the mitigation measures to be employed at the site during the construction activities. The development thereafter shall be carried out in accordance with the approved details, unless otherwise agreed in writing by the Local Planning Authority

Reason: To reduce the amount of dust and particulate matter created as a part of the development of the site, in order to minimise the air quality impacts and to provide adequate mitigation measures to reduce dust production. In accordance with Policy EP21 of the Adopted Chorley Borough Local Plan Review

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

Reason: To ensure a visually satisfactory form of development, to provide reasonable standards of privacy to residents and in accordance with Policy Nos. GN5, HS4 and EM2 of the Adopted Chorley Borough Local Plan Review

14. Samples of all external facing materials to the proposed buildings (notwithstanding any details shown on previously submitted plans and specification) for each Phase or Sub-Phase shall be submitted to and approved in writing by the Local Planning Authority prior to the commencement of development of that Phase or Sub-Phase. The development of each Phase or Sub-Phase shall only be carried out using the external facing materials for that Phase or Sub-Phase approved pursuant to this Condition, unless otherwise agreed in writing by the Local Planning Authority

Reason: To ensure that the materials used are visually appropriate to the locality and in accordance with Policy Nos. GN5 and HS4 of the Adopted Chorley Borough Local Plan Review

15. Full details of the colour, form and texture of all hard ground- surfacing materials (notwithstanding any such detail shown on previously submitted plans and specification) for each Phase or Sub-Phase shall be submitted to and approved in writing by the Local Planning Authority prior to the commencement of that Phase or Sub-Phase of development. The development of that Phase or Sub-Phase shall only be carried out using the approved materials. The development shall only be carried out in conformity with the approved details unless otherwise agreed in writing by the Local Planning Authority

Reason: To ensure a satisfactory form of development in the interest of the visual amenity of the area and in accordance with Policy Nos. GN5 and HS4 of the Adopted Chorley Borough Local Plan Review.

16. No Phase or Sub-Phase of the development shall commence until a scheme detailing the on-site measures to be installed and implemented so as to reduce carbon emissions, by the figure set out in policy SR1 of the Sustainable Resources DPD at the time of commencement of each individual plot, by means of low carbon sources has been submitted to and approved in writing by the Local Planning Authority for that Phase or Sub-Phase. The submitted scheme shall also include full details of the predicted energy use of the development expressed in terms of carbon emissions (If no data specific to the application is available benchmark data will be acceptable) and how energy efficiency is being addressed, for example, amongst other things through the use of passive solar design. The approved details shall be fully implemented and retained in perpetuity unless otherwise agreed in writing by the Local Planning Authority.

Reason: To ensure the proper planning of the area. In accordance with Government advice contained in Planning Policy Statement: Planning and Climate Change - Supplement to Planning Policy Statement 1 and in accordance with Policies EM16 and EM17 of the North West Regional Spatial Strategy and Policy SR1 of Chorley Borough Council's Adopted Sustainable Resources Development Plan Document and Sustainable Resources Supplementary Planning Document.

17. Each and every application for approval of Reserved Matters pursuant to Condition 2 shall demonstrate and provide full details of how the design and layout of the buildings will withstand climate change. The details shall include details of the proposed Code for Sustainable Homes Level, how the proposals minimise energy use and maximise energy efficiency. All dwellings commenced after 1st January 2010 will be required to meet Code Level 3, all dwellings commenced after 1st January 2013 will be required to meet Code Level 4 and all dwellings commenced after 1st January 2016 will be required to meet Code Level 6 of the Codes for Sustainable Homes. No Phase or Sub-Phase of the development shall commence until the scheme has been submitted to and approved in writing by the Local Planning Authority. The approved details shall be fully implemented and retained in perpetuity unless otherwise agreed in writing by the Local Planning Authority.

Reason: To ensure the proper planning of the area. In accordance with Government advice contained in Planning Policy Statement: Planning and Climate Change - Supplement to Planning Policy Statement 1 and in accordance with Policies EM16 and EM17 of the North West Regional Spatial Strategy and Policy SR1 of Chorley Borough Council's Adopted Sustainable Resources Development Plan Document and Sustainable Resources Supplementary Planning Document.

18. Each application for approval of reserved matters pursuant to Condition 2 shall be accompanied by full details of existing and proposed ground levels and proposed building slab levels (all relative to ground levels adjoining the site), notwithstanding any such detail shown on previously submitted plans. Each Phase or Sub-Phase of the development shall only be carried out in conformity with the approved level details.

Reason: To protect the appearance of the locality, in the interests of the amenities of local residents and in accordance with Policy Nos. GN5, EM2 and HS4 of the Adopted Chorley Borough Local Plan Review

19. Each application for approval of Reserved Matters for the commercial premises shall be accompanied by full details of any fixed mechanical plant being used on the premises. The plant shall be enclosed with sound insulating material and mounted in a way which will minimise transmission of structure and air borne sound. The agreed measures shall be, thereafter, retained and maintained for the duration of the approved use unless otherwise agreed in writing by the Local Planning Authority.

Reason: To ensure that noise generation is minimised on the site, to protect the amenities of the future and existing residents and in accordance with Policy EP20 of the Adopted Chorley Borough Local Plan Review.

20. Each application for approval of Reserved Matters for the B1 office accommodation shall be accompanied by a scheme to demonstrate that the following internal noise levels will not be exceeded within any proposed open plan offices: LAeq,T 45-50 dB. No part of the offices shall be occupied until the scheme has been implemented in accordance with the approved details and shall be maintained in perpetuity unless otherwise agreed in writing by the Local Planning Authority.

Reason: To ensure that noise generation is minimised on the site and in accordance with Policy EP20 of the Adopted Chorley Borough Local Plan Review.

21. Any application for approval of reserved matters of a Phase or Sub-Phase pursuant to Condition 2 (above) shall include the submission for approval of a Tree Constraints Plan which gives full details of all existing trees within that Phase or Sub-Phase which are proposed to be retained in accordance with the tree survey approved pursuant to planning approval reference 09/00095/FULMAJ and the measures which will be implemented in order to secure their protection during the course of the development and retention thereafter. No development in any phase or sub-phase shall commence until the approved tree protection measures have been put in place and the development of the relevant Phase or Sub-Phase shall thereafter proceed in full accordance with the approved Tree Constraints Plan for that Phase or Sub-Phase, unless otherwise agreed in writing by the Local Planning Authority.

Reason: To safeguard the trees to be retained and in accordance with Policy Nos. EP9 of the Adopted Chorley Borough Local Plan Review

22. Prior to the commencement of the development full details of the phasing of the remediation of the site shall be submitted to and approved in writing by the Local Planning Authority. The remediation and reclamation thereafter shall be carried out in accordance with the approved phasing, the planning permission reference 09/00095/FULMAJ and in accordance with the submitted remediation strategy (Report Ref: B0031-02-R9-B), unless otherwise agreed in writing by the Local Planning Authority.

Reason: To protect the environment and prevent harm to human health by ensuring that the land is remediated to an appropriate standard for the proposed end use and in accordance with Government advice contained in PPS23: Planning and Pollution Control

23. If, during development, contamination not previously identified is found to be present at the site then development shall immediately cease and no further development (unless otherwise agreed in writing with the Local Planning Authority) shall be carried out until the developer has submitted, and obtained written approval from the Local Planning Authority for, an amendment to the Method Statement which forms part of Report Ref: B0031-02-R9-B detailing how this unsuspected contamination shall be dealt with. The development thereafter shall be carried out in accordance with the approved method statement.

Reason: To protect the environment and prevent harm to human health by ensuring that the land is remediated to an appropriate standard for the proposed end use and in accordance with Government advice contained in PPS23: Planning and Pollution Control

24. No Phase or Sub-Phase of the development shall be commenced until a validation report, pursuant to condition 22 above, containing any validation sampling results for that Phase or Sub-Phase have been submitted to and approved in writing by the Local Planning Authority. The report shall include results of sampling and monitoring carried out in accordance with the approved verification plan to demonstrate that the site remediation criteria have been met. It should also include any plan (a long term management and maintenance plan) for longer term monitoring of pollutant linkages, maintenance and arrangements for contingency action, as identified in the verification plan. The development thereafter shall be carried out in accordance with the approved management and maintenance of the plan, unless otherwise agreed in writing by the Local Planning Authority

Reason: To protect the environment and prevent harm to human health by ensuring that the land is remediated to an appropriate standard for the proposed end use and in accordance with Government advice contained in PPS23: Planning and Pollution Control

25. No Phase or Sub-Phase of the development shall be commenced until details of the proposed site compound and cabin locations for that relevant Phase or Sub-Phase of the development have been submitted to and approved in writing by the Local Planning Authority. Site compounds and cabins shall be located in accordance with the approved details, unless otherwise agreed in writing by the Local Planning Authority.

Reason: In the interests of the visual amenities of the site and to ensure the sitings do not adversely impacts on the assets of the site. In accordance with Policy GN5 of the Adopted Chorley Borough Local Plan Review.

26. Prior to the importation or use of any recycled subsoil and/or topsoil material on the proposed development site, a report detailing the sampling regime and laboratory analysis results of the material shall be submitted to and approved in writing by the Local Planning Authority.

Reason: To protect the environment and prevent harm to human health by ensuring that the land is remediated to an appropriate standard for the proposed end use and in accordance with Government advice contained in PPS23: Planning and Pollution Control

27. Before the development of any Phase or Sub-Phase hereby permitted is first commenced full details and technical specifications of the ground gas protection measures to be incorporated into the proposed buildings shall be submitted to and approved in writing by the Local Planning Authority. The details and specifications must follow best practice guidance such as that presented in CIRIA Report C665 (2007) *Assessing risks posed by hazardous ground gases to buildings.*

Reason: To protect future occupiers from the ingress of landfill gas and in accordance with Government advice contained in PPS23: Planning and Pollution Control

28. No development shall be commenced until full details of the proposed temporary access road, served from Central Avenue, to serve the development have been submitted to and approved in writing by the Local Planning Authority, (the details to include consideration to all travel modes including pedestrian and cycle access). No more than 330 dwellings or 14,300 square metres of commercial floorspace, whichever occurs first, shall be occupied until the temporary access road has been closed, the access road is cleared from the site and the junction with Central Avenue (shown on plan reference SCP/06047/SK006 received 28th August 2009) has been constructed in accordance with the approved plan SCP/06047/SK006 and is open to public traffic, unless otherwise agreed in writing by the Local Planning Authority.

Reason: In the interests of highway safety and in accordance with Policy TR4 of the Adopted Chorley Borough Local Plan Review.

29. No part of the development which is accessed from the A49, indicated on the approved Masterplan reference 895/97A, shall be commenced until the A49 access has been constructed in accordance with approved plan reference SCP/06047/SK005 received 28th August 2009 unless otherwise agreed in writing by the Local Planning Authority.

Reason: In the interests of highway safety and in accordance with Policy TR4 of the Adopted Chorley Borough Local Plan Review.

30. No development shall take place until full details of the main road through the site between the junction on Central Avenue and the junction on the A49 have been submitted to and approved in writing by the Local Planning Authority. Thereafter Phase 2 of the development, as shown on the Masterplan (reference 895/97A dated 28th August 2009), shall not be commenced until the main road through the site has been constructed between the junction on Central Avenue and the junction on the A49 in accordance with the approved details and is open to public traffic.

Reason: In the interests of highway safety and in accordance with Policy TR4 of the Adopted Chorley Borough Local Plan Review.

31. No more than 330 dwellings or 14,300 square metres of commercial floorspace, whichever occurs first, shall be occupied until the improvements to Dawson Lane/ Central Avenue Junction shown on plan reference SCP/06047/SK008 received 20th March 2009, and the Hayrick Lane Marking Improvements, plan reference SCP/06047/SK007 received 20th March 2009, have been completed in accordance with the approved details, unless otherwise agreed in writing by the Local Planning Authority.

Reason: In the interests of highway safety and in accordance with Policy TR4 of the Adopted Chorley Borough Local Plan Review.

32. Prior to the commencement of the development a programme of archaeological work, for the area of the site detailed on plan reference 895/99, received 2nd September 2009, shall be submitted to and approved in writing by the Local Planning Authority. No work in the area defined on plan reference 895/99 received on 2nd September 2009 shall take place until the approved archaeological scheme of investigation has been completed in accordance with the approved details .

Reason: The site is situated within an area of known archaeological interest and, as such, the site should be appropriately excavated and the remains recorded and in accordance with Policy Nos. HT11 and HT12 of the Adopted Chorley Borough Local Plan Review.

33. A scheme of landscaping for each Phase or Sub-Phase shall be submitted and agreed in writing prior to the commencement of that Phase or Sub-Phase of development. The scheme shall indicate the types and numbers of trees and shrubs to be planted, their distribution on the site, those areas to be seeded, paved or hard landscaped, detail any changes of ground level and shall be in accordance with the approved landscape strategy pursuant to conditions four and five. Landscaping and restoration schemes should aim to protect, enhance, expand and connect existing habitats and Biological Heritage Sites and re-establish habitats between the Biological Heritage Sites and the development site. Landscaping and restoration schemes should also aim to contribute to targets specified in the UK and Lancashire Biodiversity Action Plans. Landscaping proposals should comprise only native plant communities appropriate to the natural area.

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

34. All planting, seeding or turfing comprised in the approved details of landscaping pursuant to Condition 33 above shall be carried out in the first planting and seeding seasons following the occupation of any buildings or the completion of the development within the relevant Phase or Sub-Phase, whichever is the earlier, and any trees or plants which within a period of 5 years from the completion of the development die, are removed or become seriously damaged or diseased shall be replaced in the next planting season with others of similar size and species, unless the Local Planning Authority gives written consent to any variation.

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

35. During the construction period, all trees to be retained shall be protected by 1.2 metre high fencing as specified in paragraph 8.2.2 of British Standard BS5837:2005 at a distance from the tree trunk equivalent to the outermost limit of the branch spread, or at a distance from the tree trunk equal to half the height of the tree (whichever is further from the tree trunk), or as may be first agreed in writing with the Local Planning Authority. No construction materials, spoil, rubbish, vehicles or equipment shall be stored or tipped within 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 and in accordance with Policy Nos. EP9 of the Adopted Chorley Borough Local Plan Review.

36. All vehicles, plant, equipment and other machinery used in connection with the construction phase of the site shall be equipped with effective silencing or soundproofing equipment to the standard of design set out in the manufacturers original specification and to a standard which has previously been agreed in writing by the Local Planning Authority. The vehicles, plant, equipment and other machinery shall be maintained in accordance with the approved details at all times unless otherwise agreed in writing by the Local Planning Authority.

Reason: To safeguard the amenities of local residents, to protect nearby noise sensitive buildings and in accordance with Policy Nos. EP20 of the Adopted Chorley Borough Local Plan Review.

37. Prior to the occupation of the dwellinghouses hereby permitted a scheme demonstrating that the following internal noise levels will not be exceeded within any of the dwellinghouses: LAeq 2300-0700hrs = 35dB, L_Amax 2300-0700 hrs = 45dB, shall be submitted to and approved in writing by the Local Planning Authority. The dwellinghouses shall not be occupied until the approved scheme has been implemented in accordance with the approved details. The approved measures shall be maintained in perpetuity unless otherwise agreed in writing by the Local Planning Authority.

Reason: To safeguard the amenities of the future residents and in accordance with Policy Nos. EP20 of the Adopted Chorley Borough Local Plan Review.

38. The construction works associated with the development hereby permitted shall not take place except between the hours of:

- 0800 hrs to 1800 hrs Monday to Friday
- 0800 hrs to 1300 hrs on Saturdays.

No construction activities shall take place on Sundays or Bank Holidays. These construction hours shall be adhered to during the development of the whole site unless otherwise agreed in writing by the Local Planning Authority.

Reason: To safeguard the amenities of local residents, to protect nearby noise sensitive buildings and in accordance with Policy Nos. EP20 of the Adopted Chorley Borough Local Plan Review.

39. The B2 use hereby permitted shall be restricted to the hours between 8am and 6pm on weekdays, between 8am and 1pm on Saturdays and there shall be no operation on Sundays or Bank Holidays.

Reason: To safeguard the amenities of local residents and in accordance with Policy Nos. EM2 of the Adopted Chorley Borough Local Plan Review.

40. The Class A1 retail floorspace hereby permitted shall not exceed 1,000 square metres/ 10,765 square feet gross.

Reason: To enable the provision of the needs of the development to be met on the site in the interests of sustainability without adverse effects on nearby centres.

41. Notwithstanding the provisions of Town and Country Planning (Use Classes) Order 1987 or any provision in any statutory instrument revoking and re-enacting that Order with or without modification) no part of the Use Class A2 (Financial Institution) floorspace shall be permitted to be used for Use Class A1 (retail) unless otherwise agreed in writing by the Local Planning Authority.

Reason: To control the extent of retail development on the site in the interests of protecting nearby local centres.

42. No dwellings shall be occupied with 25 metres of the two Neighbourhood Equipped Areas for Play (as identified on the Masterplan reference 895/97A received 28th August 2009) until the play area has been constructed and completed in accordance with plans which have previously been submitted to and approved in writing by the Local Planning Authority, unless otherwise agreed in writing by the Local Planning Authority

Reason: To ensure the provision of equipped play space to benefit the future occupiers of the site and in accordance with Policy HS19 of the Adopted Chorley Borough Local Plan Review.

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

Reason: To secure proper drainage and in accordance with Policy Nos. EM2 of the Adopted Chorley Borough Local Plan Review.

44. No development of Phase 2, detailed on Masterplan reference 895/97A received 28th August 2009, shall commence until the works to the landfill zone adjacent to the site have been completed in accordance with planning permission 09/00058/CTY, unless otherwise agreed in writing by the Local Planning Authority

Reason: To ensure that adequate ecological mitigation is provided in a specified time scale for the ecological impacts of the remediation and redevelopment of the site. In accordance with Government advice contained in PPS9: Biodiversity and Geological Conservation and in accordance with Policies EP4 and EP9 of the Adopted Chorley Borough Local Plan Review.

45. Prior to the commencement of any phase or sub phase of development, proposed measures to prevent long-term impacts on adjacent Biological Heritage Sites and other habitats shall be submitted for approval by the planning authority. This shall include measures to prevent the establishment of informal access routes into sensitive habitats, measures to prevent trampling or other recreational pressures on sensitive habitats, prevention of garden waste tipping or extension of gardens into sensitive habitats, measures to prevent colonization of Biological Heritage Sites and other habitats by exotic/non-native species, measures to reduce the likely impacts of domestic pets on sensitive habitats and associated species and measures to reduce negative impacts of edge effects on semi-natural habitats. The development thereafter shall be carried out in accordance with the approved details unless otherwise agreed in writing by the Local Planning Authority.

Reason: to provide long-term protection to Biological Heritage Sites and semi-natural habitats and to ensure compliance with Government advice contained in PPS9 and Policies EM1 and DP7 of the Regional Spatial Strategy

46. The 1.2 hectare piece of land safeguarded for the provision of a primary school, in accordance with the associated Section 106 Agreement, (shown on the attached plan) will be grassed and maintained in accordance with a scheme which has been submitted to and approved in writing by the Local Planning Authority prior to the occupation of any dwellinghouse/ commercial unit. This area of land will be maintained in accordance with the approved details until the occupation of 600th property/ for a period of 10 years from the grant of the first reserved matters approval (whichever is the later).

Reason: In the interests of the visual amenities of the area and in accordance with Policy GN5 of the Adopted Chorley Borough Local Plan Review.

47. Within 12 months of the date of this planning approval a Habitat Management Plan for the area of Ancient Woodland within the site shall be submitted to and approved in writing by the local Planning Authority. As well

as nature conservation management methods, the management plan shall address measures to control and off-set potential long-term impacts on habitats, including impacts that may result from recreational pressure. The management plan shall also include a monitoring scheme and periodic review of management prescriptions. The Management Plan shall cover a period of 25 years following the completion of the remediation and reclamation works. The Management Plan thereafter shall be implemented in accordance with the approved details unless otherwise agreed in writing by the Local Planning Authority.

Reason: To ensure the satisfactory management, maintenance and retention of habitats. In accordance with Government advice contained in PPS9: Biodiversity and Geological Conservation, Policies EM1 and DP7 of the Regional Spatial Strategy and Policies EP2 and EP9 of the Adopted Chorley Borough Local Plan Review

Please Note the comments from the Environment Agency:

- Any works to watercourses within/ adjacent to the site which involve infilling, diverting, culverting or may otherwise restrict flow, require the prior formal consent of the Environment Agency under Section 23 of the Land Drainage Act 1991. Culverting other than for access purposes is unlikely to receive consent, without full mitigation for loss of flood storage and habitats.
- We recommend that attenuation is achieved by use of a Sustainable Urban Drainage System
- We recommend that the developer considers the following, as part of the scheme:
- Water management in the development, including dealing with grey waters
- Use of sustainable forms of construction including recycling of materials
- Energy efficient building

Please note the comments from United Utilities:

- details of water supply requirements for the B2 Industrial units are required
- The applicant should be instructed to contact our Water Fittings Section at Warrington North WwTW, Gatewath Industrial Estate, off Liverpool Road, Sankey Bridges, Warrington, WA5 2DS.
- A separate metered supply to each unit will be required at the applicant's expense and all internal pipework must comply with current water supply (water fittings) regulations 1999.
- Should this planning application be approved, the applicant should contact our Service Enquiries on 0845 7462200 regarding connection to the water mains/public sewers
- Surface water should discharge directly in to the adjacent watercourse and may require the consent of the Environment Agency. If surface water is allowed to be discharged to the public surface water sewerage system we may require the flow to be attenuated to a maximum discharge rate determined by United Utilities.
- The applicant must discuss full details of the site drainage proposals with John Lunt contact No. 01925 537174.
- If any sewers on this development are proposed for adoption then the developer should contact our Sewer Adoptions Team on 01925 428266.
- United Utilities will only consider the adoption of surface water sewers draining to a balancing pond (as opposed to any other SUDS structure), providing the following conditions are met: -
- The Local Authority takes responsibility for the maintenance of the pond
- The freehold of the land on which the pond lies is transferred to the Local Authority
- United Utilities is provided with a deed of "Grant of Rights" to discharge into the pond in perpetuity. Such a deed would necessarily contain provisions against development within the balancing pond, and against altering its topography, or making connections to it.
- That measures have been taken to prevent flooding of properties
- That a legal agreement is in place between all parties.
- A section 104 (Water Industry Act 1991) agreement for the surface water sewers draining to the balancing pond, will not be entered into until every condition described above has been met.
- Prior to the approval of any planning application incorporating SUDS features, a meeting must be arranged to formally discuss the proposal. Any such meeting should include a representative from United Utilities, the Local Authority Drainage Department and the applicant.
- United Utilities offers a fully supported mapping service at a modest cost for our electricity, water mains and sewerage assets. This is a service, which is constantly updated by our Map Services Team (Tel No: 0870 7510101) and I recommend that the applicant give early consideration in project design as it is better value than traditional methods of data gathering. It is, however, the applicant's responsibility to

demonstrate the exact relationship on site between any assets that may cross the site and any proposed development.

Please Note to following comments from Network Rail:

- All surface and foul water arising from the proposed works must be collected and diverted away from Network Rail property. In the absence of detailed plans all soakaways must be located so as to discharge away from the railway infrastructure.
- All operations, including the use of cranes or other mechanical plant working adjacent to Network Rail's property, must at all times be carried out in a "fail safe" manner such that in the event of mishandling, collapse or failure, no materials or plant are capable of falling within 3.0m of the nearest rail of the adjacent railway line, or where the railway is electrified, within 3.0m of overhead electrical equipment or supports.
- All excavations/ earthworks carried out in the vicinity of Network Rail property/ structures must be designed and executed such that no interference with the integrity of that property/ structure can occur.
- Security of the railway boundary will require to be maintained at all times. If the works require temporary or permanent alterations to the mutual boundary the applicant must contact Network Rail's Territory Outside Parties Engineer.
- An Armco or similar barrier should be located in positions where vehicles may be in a position to drive into or roll onto the railway or damage the lineside fencing. Network Rail's existing fencing / wall must not be removed or damaged. Given the considerable number of vehicle movements likely provision should be made at each turning area/roadway/car parking area adjacent to the railway.
- Because of the nature of the proposed developments we consider that there will be an increased risk of trespass onto the railway. The Developer must provide a suitable trespass proof fence adjacent to Network Rail's boundary (minimum approx. 1.8m high) and make provision for its future maintenance and renewal. Network Rail's existing fencing / wall must not be removed or damaged.
- Method statements may be required to be submitted to Network Rail's Territory Outside Parties Engineer at the below address for approval prior to works commencing on site. Where appropriate an asset protection agreement will have to be entered into. Where any works cannot be carried out in a "fail-safe" manner, it will be necessary to restrict those works to periods when the railway is closed to rail traffic i.e. "possession" which must be booked via Network Rail's Territory Outside Parties Engineer and are subject to a minimum prior notice period for booking of 20 weeks. Generally if excavations/piling/buildings are to be located within 10m of the railway boundary a method statement should be submitted for NR approval.
- Consideration should be given to ensure that the construction and subsequent maintenance can be carried out to any proposed buildings or structures without adversely affecting the safety of, or encroaching upon Network Rail's adjacent land, and therefore all/any building should be situated at least 2 metres from Network Rail's boundary. This will allow construction and future maintenance to be carried out from the applicant's land, thus avoiding provision and costs of railway look-out protection, supervision and other facilities necessary when working from or on railway land. The Developer should be aware that any development for residential use adjacent to an operational railway may result in neighbour issues arising. Consequently every endeavour should be made by the developer to provide adequate soundproofing for each dwelling.
- Where trees/shrubs are to be planted adjacent to the railway boundary these shrubs should be positioned at a minimum distance greater than their predicted mature height from the boundary. Certain broad leaf deciduous species should not be planted adjacent to the railway boundary.
- Where new lighting is to be erected adjacent to the operational railway the potential for train drivers to be dazzled must be eliminated. In addition the location and colour of lights must not give rise to the potential for confusion with the signalling arrangements on the railway.
- Network Rail is required to recover all reasonable costs associated with facilitating these works.

The approved plans are:

Plan Ref.	Received On:	Title:
895/P/02	April 2008	Location Plan in Wider Context
SCP/06047/SK008	20th March 2009	Potential Improvements at Dawson Lane/ Central Avenue Junction
SCP/06047/SK007	20th March 2009	Proposed Hayrick Lane Marking Improvements
895/93A	28 th August 2009	Phasing Plan
895/94	28 th August 2009	Building Density Plan
895/98	28 th August 2009	Building Heights Plan

895/89A	28 th August 2009	Land Use Plan
SCP/06047/SK006C	28 th August 2009	Proposed Eastern Site Access Arrangement with Central Avenue and Buckshaw Link Rd
SCP/06047/SK005A	28 th August 2009	Proposed Western Access Arrangement with the Masterplan overlaid with Indicative Phasing
A49895/97A	28 th August 2009	

This decision has been made having regard to :

- The policies of the Development Plan which comprises the Regional Planning Guidance for the North West (2003) and the Adopted Chorley Borough Local Plan Review (2003); and
- All other relevant planning guidance, including supplementary planning guidance.

Signed:

Date: 22 December 2009



Lesley-Ann Fenton, Director of Partnerships, Planning and Policy
Chorley Council, Civic Offices, Union Street, Chorley, Lancashire, PR7 1AL

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

S106BUCKSHAWVILL

Land N:

022182000LAND.

DATED 16th December 2002

BAE SYSTEMS PLC

-and-

BAE SYSTEMS (PROPERTY INVESTMENTS) LIMITED

- and -

REDROW HOMES (LANCASHIRE) LIMITED

-and-

BARRATT HOMES LIMITED

-and-

CHORLEY BOROUGH COUNCIL

- and -

SOUTH RIBBLE BOROUGH COUNCIL

AGREEMENT

Under Section 106 of the
Town and Country Planning Act 1990
relating to land at the Former Royal Ordnance
Factory Complex Euxton Lane
Euxton Chorley Lancashire

Wilbraham & Co
Minerva House
East Parade
Leeds
LS1 5PS
Tel: 0113 243 2200
Fax: 0113 244 9777

THIS AGREEMENT is made the 16th day of December 2002

BETWEEN

- (1) **BAE SYSTEMS PLC** (Company Number 1470151) ("Systems") and **BAE SYSTEMS (PROPERTY INVESTMENTS) LIMITED** (Company Number 3653604) ("Property Investments") both of whose registered office is at Warwick House, PO Box 87, Farnborough Aerospace Centre, Farnborough, Hants GU14 6YU (together called "the Owner") and
- (2) **REDROW HOMES (LANCASHIRE) LIMITED** (Company Number 38052 - Scotland) whose registered office is at Redrow House, Central Park Avenue, Larbert, Falkirk, Scotland FK5 4RX ("Redrow") and
- (3) **BARRATT HOMES LIMITED** (Company Number 3018173) whose registered office is at Wingrove House, Ponteland Road, Newcastle upon Tyne NE5 3DP ("Barratt") and
- (4) **CHORLEY BOROUGH COUNCIL** of Town Hall, Market Street, Chorley Lancashire PR7 1DP ("Chorley")
- (5) **SOUTH RIBBLE BOROUGH COUNCIL** of Civic Centre, West Paddock, Leyland, Lancashire PR5 1DH ("South Ribble")

DEFINITIONS AND INTERPRETATION

In this Agreement:

- 1(a) The expressions listed in column 1 below shall have the meaning respectively assigned in relation thereto in column 2 unless the context otherwise requires it

Column 1

Column 2

“1990 Act”

the Town and Country Planning Act 1990 as amended;

“Actual Annual Bus Subsidy”

in respect of the Stage 1 Bus Service an amount equal to the actual cost to the bus operator in diverting the 109 bus service and in respect of the Stage 2 Bus Service an amount equal to the deficit incurred by the bus operator in providing the Stage 2 Bus Service;

“Affordable Housing”

housing which is accessible to persons whose income does not enable them to afford to buy or rent appropriate for their needs in the free housing market;

“Affordable Housing Land”

those parts of the Site (being appropriately serviced and remediated) which may be offered for transfer to the Councils (or their nominees) in accordance with clause 7.3.2;

“Affordable Housing Purchase Price”

the Open Market Value of the relevant phase of Residential Land for private housing for sale less a discount equal to twenty percent of the Open Market Value of the Affordable Housing Units to be provided on the land which is being acquired and the Affordable Housing Purchase Price shall be ascertained as at the date of exchange of contracts in relation to the disposal;

“Affordable Housing Units”

such of the Residential Units being fifteen percent of the total number of Residential Units to be provided pursuant to the Development which are to be developed for Affordable Housing purposes in accordance with the terms of this Agreement;

"the Amended Scheme"	changes to the Land Use Plan in accordance with Condition 19 of the Outline Planning Permissions;
"Applications"	the identical applications for outline planning permission submitted to the Councils on 21 July 1997 and given reference number 9/97/509 (Chorley) and 07/97/0511 (South Ribble) in respect of the redevelopment of the Site for mixed use purposes comprising housing employment shopping leisure commercial uses open space roads sewers community facilities a railway station and improvements to surrounding roads;
"Blue Land"	that part of the Site which is shown edged blue on Plan 1;
"Bus Service"	a bus service providing a link between Leyland Town Centre and Chorley Town Centre via the Site to be provided by the Owner pursuant to clause 4.2 either by:-
	<ul style="list-style-type: none"> (a) (for the Stage 1 Bus Service only) the diversion of the existing bus service number 109 (Preston-Leyland-Euxton-Chorley currently operated by Fishwicks and Stagecoach); (b) tendering for the bus service in accordance with usual tendering procedures; (c) a combination of commercial operators and Council subsidised services in accordance with details to be approved by the Councils; or (d) by an arrangement between the Owner and existing bus operator(s);
"Central Business Area"	those parts of the Site edged yellow on Plan 2;

“Commencement Date”	the date of this Agreement;
“Community Centre”	a community centre of approximately 450 square metres (the outline design of which is shown on Plan 3) to be provided on the Site pursuant to the Development;
“Community Centre Land”	that part of the Site upon which the Community Centre and ancillary external areas such as the car park is constructed;
“the Consortium”	Redrow and Barratt acting jointly;
“the Contracts Act”	the Contracts (Rights of Third Parties) Act 1999;
“the Councils”	Chorley and South Ribble;
“the County Council”	Lancashire County Council;
“Cycle Network”	the cycle network to be provided across the Site pursuant to clause 5.1 and shown for indicative purposes on Plan 4;
“Cycle Network Links”	the cycle links to be provided pursuant to clause 5.1 to connect the Cycle Network with cycle ways adjoining the Site and so provide links to adjacent settlements;
“Development”	the development of the Site for the purposes described in the Planning Permissions;
“Employment Land”	those parts of the Site to be developed for purposes within Classes B1 B2 B8 C1 or D2 of the Use Classes Order;
“Estimated Annual Bus Subsidy”	the estimated annual subsidy to be agreed between the Owner the Councils and operator of the Bus Service in respect of the provision of the Bus Service such estimated annual subsidy to be limited to an amount equal to in respect of the Stage 1 Bus Service the estimated actual cost to the bus operator in diverting the 109 bus service and in respect of the

“Euxton Library Extension Works”	Stage 2 Bus Service to the estimated deficit incurred through providing the Stage 2 Bus Service; the works to provide an extension to the existing public library at Euxton;
“Expert”	the expert referred to in clause 14.1;
“Green Land”	that part of the Site which is shown edged green on Plan 1;
“Heath Centre Site”	A serviced site comprising 0.2 hectares to be reserved for health centre purposes in accordance with Clause 10.1
“Index Linked”	where used in relation to payments under this Agreement shall be taken to be a reference to indexing in accordance with the BCIS quarterly review regional tender price index published by the Royal Institute of Chartered Surveyors;
“Informal Recreation Areas”	the landscaped areas shown edged blue on Plan 2 to be provided pursuant to the Development and made available to the public for recreational purposes;
“Informal Recreation Areas Commuted Sum”	the sum to be paid to the Councils pursuant to clause 9.22 in respect of the Informal Recreation Areas Maintenance Costs;
“Informal Recreation Areas Maintenance Costs”	the costs reasonably estimated by the Councils as likely to be incurred in maintaining the Informal Recreation Areas over a period of ten years from the date of any agreement in respect of the maintenance of the Informal Recreation Areas as provided for in clause 9.21;
“Junction Works”	The works to improve the junction of Leyland Way (B5256) Lancaster Lane (B5256) and Wigan Road (A49) as shown on drawing number CCGCS/RL/029 or such other works to improve the

	said junction as may be agreed between the Owner, Chorley, the County Council (as highway authority) and the Highways Agency;
“Landmark Site”	that part of the Site shown edged purple on Plan 2;
“Library Contribution”	the sum of fifty thousand pounds (£50,000) Index Linked from the date of the Original Agreement to the date of payment being a contribution to the cost of providing an extension to the Euxton Library to be paid by the Owner to Chorley in accordance with clause 9.14;
“Management Plan”	a management plan (including detailed plans and specifications) providing for the maintenance and management of the Informal Recreation Areas and the Woodlands;
“North West Business Area”	those parts of the Site edged red on Plan 2;
“Occupation”	to take or allow occupation for any purpose for which the Planning Permissions have been granted but not including occupation for construction fitting out decoration marketing display site security purposes or works of remediation and “Occupied” shall be construed accordingly;
“Open Market Value”	the best price at which the sale of the interest to be valued would have been completed unconditionally for cash consideration on the date of valuation assuming:- <ul style="list-style-type: none"> (a) a willing seller; (b) that prior to the date of valuation there had been a reasonable period (having regard to the nature of the property and the state of the market) for the proper marketing of the interest for the agreement of price and terms

and for the completion of the sale;

- (c) that no account is taken of any additional bid by a purchaser with a special interest; and
- (d) that both parties to the transaction had acted knowledgably prudently and without compulsion

as assessed by an independent chartered surveyor PROVIDED THAT such value shall be agreed in writing between the Owner and Chorley or (as the case may be South Ribble) and in default of such agreement shall be determined by the Expert pursuant to clause 14.1;

“Option Land”

The land shown edged in red and in blue on the plan attached to the Option Agreement of even date with this Agreement made between BAE Systems plc, BAE Systems (Property Investments) Limited, Chorley and Redrow Homes (Lancashire) Limited relating to land for the construction of the Railway Station and the Park and Ride Facility;

“Original Agreement”

the Agreement made under Section 106 of the 1990 Act between British Aerospace Investments Limited and the Councils dated 24 August 1999;

“OSF Commuted Sum”

the sum to be paid by the Owner to Chorley pursuant to clause 9.11 in respect of the OSF Maintenance Costs;

“OSF Land”

the land upon which the Outdoor Sports Facilities and the Sports Changing Rooms are to be provided;

“OSF Maintenance Costs”

the costs reasonably estimated by Chorley as likely to be incurred by Chorley in managing and maintaining the Outdoor Sports Facilities over a period of ten years from the date of the transfer of

“Outdoor Sports Facilities”	the OSF Land to Chorley; the sports facilities to be provided on the OSF Land comprising one full size football pitch, one junior football pitch, one all-weather sports pitch to include a full size hockey pitch, one bowling green and one multi-sports court;
“Outline Planning Permissions”	the outline planning permissions granted pursuant to the Applications;
“Park and Ride Facility”	the park and ride facility associated with the Railway Station and the Bus Service referred to in clause 3.1 to be provided on the land shown edged orange on Plan 2 or in such alternative location within the Option Land as may be agreed in writing with Chorley;
“Phase”	a Phase of the Development identified in the Phasing Programme;
“Phase I Primary School Contribution”	the sum of £679,000 (six hundred and seventy nine thousand pounds) Index Linked from the date of the Original Agreement until the date of payment being a contribution to the cost of providing the first phase of the Primary School to be paid by the Owner to Chorley in accordance with clause 8.1;
“Phase II Primary School Contribution”	the sum of £291,000 (two hundred and ninety one thousand pounds) Index Linked from the date of the Original Agreement until the date of payment being a contribution towards the cost of providing the second phase of the Primary School to be paid by the Owner to Chorley in accordance with clause 8.3;
“Phasing Programme”	the phasing programme approved by the Councils pursuant to the Planning Permissions;

“Plan 1”	The plan annexed hereto marked “Plan 1”;
“Plan 2”	The plan annexed hereto marked “Plan 2”;
“Plan 3”	The plan annexed hereto marked “Plan 3”;
“Plan 4”	The plan annexed hereto marked “Plan 4”;
“Plan 5”	The plan annexed hereto marked “Plan 5”
“Planning Permissions”	the Outline Planning Permissions as varied by Section 73 approvals dated 14 June 2000 reference 9/00/00350/FUL (Chorley) and dated 12 June 2000 reference 07/00/0290 (South Ribble) and Section 73 approvals reference 9/02/00748/OUT (Chorley) and 07/2002/0712 (South Ribble) granted pursuant to the Section 73 Applications;
“Primary School”	the two form entry primary school which Chorley intends to seek to procure in connection with the Development;
“Railway Station”	the reopened railway station (including the provision of two new platforms and associated track works and incidental facilities including a car park) to be provided in accordance with planning permission dated 31 March 1999 granted under reference number 9/99/00013/FUL or in such alternative location falling within the Option Land for which planning permission may be subsequently granted by Chorley should such alternative location be necessary to meet the technical requirements of Railtrack plc (or its successor);
“Residential Land”	those parts of the Site to be developed for residential purposes pursuant to the Development;
“Residential Unit”	the residential units to be provided on the Site and forming part of the Development;
“Retail Price Index”	the All Items Retail Prices Index published by the

	Office for National Statistics contained in the Monthly Digest of Statistics (or contained in any official publication substituted therefore) or such other index as may from time to time be published in substitution therefore;
“School Land”	an area of Serviced land comprising 1.7 hectares and which has been remediated to a standard suitable for use for the provision of a school and which has vehicular access to a road which it is intended will become maintainable at the public expense to be offered to Chorley as a site for the construction of the Primary School;
“Section 73 Applications”	The applications under Section 73 of the 1990 Act made to Chorley on 5 August 2002 under reference 9/02/00748/OUT and to South Ribble on 3 May 2000 under reference 07/2002/0712;
“the Section 278 Agreement”	An agreement under section 278 of the Highways Act 1980 dated 6 December 1999 made between British Aerospace Investments Limited, the Secretary of State for the Environment Transport and the Regions, Lancashire County Council, Chorley and South Ribble which contains covenants relating to the Junction Works;
“Serviced Employment Land”	such of the Employment Land as shall have been remediated to a standard which enables its development and use for the permitted purposes and which has been provided with road access and with Services which are capped-off;
“Services”	Electricity gas water telephone and other communications networks and foul and surface water sewers and the expression “Serviced” shall be

	construed accordingly;
“Shop”	a local convenience store to serve the Development;
“Shop Subsidy”	the sum of twenty five thousand pounds (£25,000) increased by a percentage equivalent to the percentage increase in the Retail Price Index from the date of the Original Agreement until the date of payment being a contribution to the cost of providing the shop to be paid by the Owner to Chorley in accordance with Clause 9.17;
“Site”	the land known as former Royal Ordnance Factory Complex Euxton Lane Euxton Lancashire as shown edged red on Plan 1 and Plan 5;
“Sports Changing Rooms”	the sports changing rooms to be constructed on the OSF Land for use in connection with the Outdoor Sports Facilities;
“Sports Changing Rooms Commuted Sum”	the sum of two hundred thousand pounds (£200,000) Index Linked from the date of this Agreement;
“Stage 1 Bus Service”	the bus service set out in Part 1 of Schedule 1;
“Stage 2 Bus Service”	the bus service set out in Part 2 of Schedule 1;
“Supplemental Agreement”	the agreement made under Section 106A of the 1990 Act dated 23 December 1999 between the British Aerospace Investments Limited and the Councils which varies in part the Original Agreement;
“Use Classes Order”	the Town and Country Planning (Use Classes) Order 1987;
“Woodlands”	the areas of existing woodland shown edged green on Plan 2;
“Woodlands Commuted Sum”	the sum to be paid by the Owner to the Councils pursuant to Clause 9.22 in respect of the Woodlands

Maintenance Costs;

“Woodlands Maintenance Costs” the cost reasonably estimated by the Councils as likely to be incurred in maintaining the Woodlands over a period of ten years from the date of any agreement in respect of the maintenance of the Woodlands as provided for in Clause 9.21;

“Youth Development Facilities” the provision of such youth facilities, equipment or support for youth or community development workers as Chorley in its discretion may reasonably decide.

- b) Where in this Agreement reference is made to clause paragraph schedule or recital such reference (unless the context otherwise requires) is a reference to a clause paragraph schedule or recital in this Agreement.
- c) Words importing the singular meaning where the context so admits to include the plural meaning and vice versa.
- d) Words of masculine gender include the feminine and neuter genders and words denoting natural persons include companies corporations and firms and all such words shall be construed interchangeably in that manner.
- e) Any reference to an Act of Parliament shall include any modification extension or re-enactment thereof for the time being in force and shall include all instruments orders plans and regulations permissions and directions for the time being made issued or given thereunder or deriving validity therefrom.
- f) Where the agreement approval consent or an expression of satisfaction is required or sought by the Owner under the terms of this Agreement from the Councils or either of them that agreement approval consent or satisfaction shall be given in writing and shall not be unreasonably withheld or delayed.

- g) The clause headings contained in this Agreement are for reference purposes only and are not incorporated into this Agreement and shall not be deemed to be an indication of the meaning of the parts of this Agreement to which they relate.
- h) Where in this Agreement reference is made to a transfer it shall be to the relevant transfer document under the Land Registration Acts 1925 to 1986 and shall be a transfer of the freehold of the title with full title guarantee.
- i) Obligations entered into by any party which comprises more than one person shall be deemed to be joint and several.

WHEREAS:

- (1) Chorley is the local planning authority for the purposes of the 1990 Act in respect of the Blue Land and is the authority by whom the obligations hereby created in relation to the Blue Land are enforceable.
- (2) South Ribble is the local planning authority for the purposes of the 1990 Act in respect of the Green Land and is the authority by whom the obligations hereby created in relation to the Green Land are enforceable.
- (3) Systems is the freehold owner of the part of the Site edged green on Plan 5 and Property Investments is the freehold owner of the part of the Site edged blue on Plan 5 and the title to the Site is registered at HM Land Registry with Title Absolute under Title Number LA838368.
- (4) British Aerospace Investments Limited entered into the Original Agreement and the Supplemental Agreement in connection with the Outline Planning Permissions.
- (5) The Owner is the successor in title to British Aerospace Investments Limited.

- (6) Redrow has entered into an agreement dated 30 May 2000 with the Owner to purchase part of the Site.
- (7) Redrow and Barratt have formed the Consortium for the purpose of carrying out the Development on part of the Site.
- (8) Redrow and Barratt have proposed the Amended Scheme and have submitted the Section 73 Applications to vary conditions attached to the Outline Planning Permissions. The Councils are satisfied that the Amended Scheme and the Section 73 Applications are such as may be permitted by the Councils under the 1990 Act and are minded to approve the Amended Scheme and the Section 73 Applications subject to the Owner, Redrow and Barratt entering into planning obligations in the manner hereinafter appearing.
- (9) The parties intend that the provisions of this Agreement will supersede the provisions of the Original Agreement and the Supplemental Agreement.

NOW THIS DEED WITNESSETH as follows:-

1. Section 106 Planning Obligations

- 1.1 THIS Agreement is executed by the parties hereto as a deed and is made pursuant to Section 106 of the 1990 Act and all other powers so enabling and the obligations in this Agreement are planning obligations for the purposes of Section 106 of the 1990 Act and shall be enforceable as to the Blue Land by Chorley and as to the Green Land by South Ribble
- 1.2 The planning obligations on the part of the Owner in this Agreement are entered into so as to bind the Site.

1.3 The Consortium hereby jointly and severally covenants with the Councils to be bound by and observe and perform the planning obligations hereby entered into by the Owner so far only as they relate to the part or parts of the Site to be acquired by them from the Owner being the land edged red on Plan 5.

1.4 In consideration of the planning obligations on the part of the Owner and the Consortium contained in this Agreement the Councils hereby release the Owner from its planning obligations or any other liability under the Original Agreement and the Supplemental Agreement and agree to remove reference to the Original Agreement and the Supplemental Agreement from the register of Local Land Charges.

2. Commencement

2.1 It is hereby agreed between the parties hereto that this Agreement shall take effect on the Commencement Date.

3. Railway Station

3.1 Chorley hereby covenants with the Owner and separately with South Ribble to use its reasonable endeavours to procure the construction of the Railway Station and the Park and Ride Facility and their opening for use by the public at the earliest practicable date. For the avoidance of doubt nothing in this clause requires Chorley to design commission or construct any works either directly or indirectly other than through contractual or other arrangements with Lancashire County Council.

3.2 Chorley hereby covenants with the Owner:-

3.2.1 not to enter into any contract or procure or allow any other person to enter into any contract or commitment for the construction of the Railway Station or the Park and Ride Facility until the detailed plans and specifications in relation to the

4. Bus Services

4.1 Prior to the end of the period of six months following first Occupation of the first new building to be provided on the Site the Owner shall submit to the Councils for approval a proposed route in respect of the Bus Service (the specification of which is set out in the Schedule) together with a scheme and programme for the provision of associated infrastructure including bus stops and bus shelters.

4.2 THE Owner hereby covenants with the Councils that:

4.2.1 the Stage 1 Bus Service will be provided in accordance with the details approved by the Councils pursuant to Clause 4.1 within the period of twelve months following first Occupation of the first new building to be provided pursuant to the Development; and

4.2.2 the Stage 2 Bus Service will thereafter be provided (in substitution for the Stage 1 Bus Service) in accordance with the details approved by the Councils pursuant to Clause 4.1 from the date of first Occupation of any Residential Unit which is situated more than 400 metres from any permanent bus stop in respect of such Bus Service; and

4.2.3 the associated bus infrastructure approved pursuant to Clause 4.1 shall be provided in accordance with the approved programme.

4.3 THE Owner hereby covenants with the Councils that:

4.3.1 the Bus Service will be provided for a minimum period of sixty months from the date of first operation of the Bus Service (or for such lesser period as may be agreed in writing between the Owner and the Councils)

4.3.2 they shall pay to the operator of the Bus Service the Estimated Annual Bus Subsidy on a monthly basis commencing on the date thirty days following first operation of the Bus Service PROVIDED THAT at the end of the period of twelve months following payment of the first instalment of the Estimated Bus Subsidy pursuant to this sub-clause and at the end of each twelve month period thereafter the Actual Annual Bus Subsidy shall be identified and if the Actual Annual Bus Subsidy shall exceed the Estimated Annual Bus Subsidy paid during the twelve month period then the Owner and the Councils and the operator of the Bus Service (each party acting reasonably) shall agree a revised specification for the Bus Service including a programme for the coming into effect of any revised service

5. **Cycle Network**

- 5.1. The Owner hereby covenants with the Councils to provide the Cycle Network and the Cycle Network Links as the Development proceeds in accordance with detailed plans and specifications and a programme to be submitted to and approved in writing by the Councils within six months of the Commencement Date.
- 5.2 The Owner hereby covenants with the Councils to pay to the Councils the sum of one hundred and two thousand pounds (£102,000) Index Linked from the date of this Agreement towards the cost to be incurred by the Councils in providing a cycle route to assist pupils to cycle to schools and the college in Leyland and to enhance cycle route connections for employees in the North West Business Area of the Development such sum to be paid to the Councils within 14 days of a written notice from either Chorley or South Ribble of the letting of a contract for the provision of such cycle route PROVIDED THAT the Councils shall not require payment of the sum of £102,000 any earlier than twelve months following the date of Occupation of the first Residential Unit.

6. Junction Works

6.1 The Owner hereby covenants with the Councils that the Junction Works shall be fully completed and available for use on the date not later than twelve months following the date of first Occupation of the first new building to be provided on the Site.

6.2 The Owner hereby covenants with Chorley to indemnify Chorley against all costs ^{in excess of the sum of one hundred and sixty thousand six hundred pounds (£190,600)} that would be incurred by Chorley under the provisions of the Section 278 Agreement in relation to the Junction Works. VI

7. Affordable Housing

7.1 The Owner hereby covenants with the Councils that fifteen percent of the total number of Residential Units shall be provided for use for Affordable Housing purposes and details of the precise location of any Affordable Housing Units the mix and tenure thereof and the phasing of provision thereof shall be submitted to and agreed in writing between the Owner and the Councils by either no later than the date of submission of the first reserved matters application or full planning application in relation to any Phase of the Development which is to be developed in whole or in part for residential purposes or in the case of the first Phase of the Development which is to be developed in whole or in part for residential purposes within twelve months of the date of this Agreement.

7.2 It is hereby agreed between parties hereto that in the event that as part of any reserved matters application or full planning application in relation to any phase of the Development which is to be developed in whole or in part for residential purposes the requirement to provide Affordable Housing within that Phase is greater than or less than fifteen percent of the total number of Residential Units to be provided within that Phase then the balance of the Affordable Housing Units as may be necessary in order to secure the provision of fifteen percent of Affordable Housing Units across the whole of the Site shall be deducted from or (as the case may be) added to the number of Affordable Housing Units to be provided in any subsequent Phase or Phases of the Development.

7.3 It is hereby agreed between the parties hereto that the obligation on the part of the Owner to provide the Affordable Housing Units may be discharged at the election of the Owner (such election to be communicated to the Councils in writing within a period of three months from the date of commencement of any relevant Phase of the Development) in one of the following ways:

7.3.1 the Owner may construct the Affordable Housing Units associated with any relevant Phase and thereafter dispose of any of such Affordable Housing Units (whether by way of the freehold interest or the creation of a leasehold interest or tenancy) or make the Affordable Housing Units available for rent PROVIDED THAT any disposal of the Affordable Housing Units or the rental thereof shall be at a price or at a rent which does not exceed eighty percent of the Open Market Value of the relevant Affordable Housing Units valued as if the same were being disposed of or rented as private housing AND PROVIDED FURTHER THAT any disposal by the Owner pursuant to this sub-clause shall impose an obligation on the purchaser or (as the case may be) the tenant which ensures that any future disposals or assignments underlettings or sublettings of the Affordable Housing Units shall also be at a price or at a rent which does not exceed eighty per cent of the Open Market Value of the Affordable Housing Units as if the same were being disposed of or rented as private housing and shall be only to persons who satisfy specific criteria to be agreed in writing with the Council within whose area such Affordable Housing Units are situated such criteria to include in the case of Chorley's area a need for affordable housing a connection with the Chorley area and a covenant that the Affordable Housing Unit will be occupied solely as the purchaser's main residence; or

7.3.2 the Owner may elect not to construct the Affordable Housing Units associated with any relevant Phase in which event the election of the Owner pursuant to this clause shall take effect as an offer to transfer to the Council within whose area such Affordable Housing Units are to be provided (or its nominee) (and for the

purposes of this sub-clause and clause 7.4 references to “the Council” are references to Chorley or South Ribble as appropriate) sufficient Affordable Housing Land at the Affordable Housing Purchase Price to enable the Council (or its nominee) to provide the Affordable Housing Units associated with such Phase the offer for such Affordable Housing Land to remain available for a period of twelve months from the date of the election of the Owner pursuant to this clause and any transfer pursuant to this provision shall be subject to the following conditions:

7.3.2.1 any acceptance by the Council of the offer of the Owner to transfer Affordable Housing Land pursuant to this sub-clause shall be made in writing and the transfer shall be completed within three months of the Council’s notice that it requires the Affordable Housing Land to be transferred to it;

7.3.2.2 the Affordable Housing Land shall be sold with vacant possession and shall be subject to a restrictive covenant preventing the Affordable Housing Land being used other than for residential purposes;

7.3.2.3 there shall be excepted out of the transfer of any Affordable Housing Land all rights and reservations as may be reasonably necessary and/or appropriate in respect of the use and occupation or development of the remainder of the Site; and

7.3.2.4 the Affordable Housing Land shall be sold unencumbered save for the exceptions in sub-clauses 7.3.2.2 and 7.3.2.3 and any other encumbrances as may be agreed by the Council.

7.4 It is hereby agreed between the parties hereto that in the event that the Council shall not accept the offer to transfer to it the Affordable Housing Land within the period of twelve months referred to in clause 7.3.2 or that any Affordable Housing Land transfer to the

Council (or its nominee) is not completed within the period of three months referred to in clause 7.3.2 then the Owner shall be at liberty to develop and dispose of the Affordable Housing Land for private residential purposes subject to the prior payment by the Owner to the Council of a commuted sum equal to the Affordable Housing Land Price in relation to the Affordable Housing Land in question

8. School Facilities

- 8.1 THE Owner hereby covenants with the Councils to pay to Chorley the Phase I Primary School Contribution such contribution to be paid in instalments with the first payment being made on the letting of the contract for construction of the first phase of the Primary School or within three months of first Occupation of five hundred Residential Units whichever is the later and the remaining sum being paid in instalments over the contract period or a period equivalent thereto in respect of the construction of the first phase of the Primary School at such intervals so as to coincide with the relevant milestone dates for payments to the contractor pursuant to such contract.
- 8.2 Chorley hereby covenants with the Owner that all instalments received in respect of the Phase I Primary School Contribution shall be placed in an interest bearing deposit account (with an interest rate no less than that obtainable on a seven days interest bearing deposit account with a clearing bank) and that the Phase I Primary School Contribution shall be defrayed solely towards the costs of the construction of the first phase of the Primary School.
- 8.3 The Owner hereby covenants with the Councils to pay to Chorley the Phase II Primary School Contribution such contribution to be paid in instalments with the first payment being made on the letting of the contract for construction of the second phase of the Primary School or within three months of first Occupation of thirteen hundred Residential Units whichever is the later and the remaining sum being paid in instalments over the contract period or a period equivalent thereto in respect of the construction of the second

phase of the Primary School at such intervals so as to coincide with the relevant milestone dates for payments to the contractor pursuant to such contract.

8.4 Chorley hereby covenants with the Owner that all instalments received in respect of the Phase II Primary School Contribution shall be placed in an interest bearing deposit account (with an interest rate no less than that obtainable on a seven days interest bearing deposit account with a clearing bank) and that the Phase II Primary School Contribution shall be defrayed solely towards the costs of the construction of the second phase of the Primary School

8.5 In the event that either the Phase I Primary School is not provided or constructed within three years of the first Occupation of five hundred Residential Units or the Phase II Primary School is not for any reason provided or constructed within three years of the first Occupation of thirteen hundred Residential Units then the Phase I Primary School Contribution plus a sum equal to the Open Market Value for educational purposes of the School Land (if the School Land has not previously been transferred to Chorley in accordance with the provisions of clause 8.6) or the Phase II Primary School Contribution as the case may be shall be paid to Chorley such sums to be defrayed by Chorley for education or other facilities which Chorley can reasonably demonstrate will benefit the Development.

8.6 It is hereby agreed between the parties hereto that Chorley shall be entitled to call for the transfer of the School Land from the date on which construction of the first Residential Unit is commenced to the date thirty six months following first Occupation of five hundred Residential Units by notice in writing to that effect served on the Owner and in the event that Chorley shall serve notice accordingly then the Owner will transfer to Chorley the School Land for the consideration of one pound (payable by Chorley) in accordance with the following conditions:-

8.6.1 the transfer shall be completed within three months of Chorley giving the Owner notice that it requires the School Land to be transferred to it;

8.6.2 the School Land shall be sold with vacant possession and shall be subject to a restrictive covenant preventing the School Land from being used other than for the provision of education or such other purposes as Chorley can reasonably demonstrate will benefit the Development;

8.6.3 any transfer of the School Land shall be subject to such exceptions and reservations as shall be necessary and/or appropriate in respect of the use and occupation or development of the remainder of the Site;

8.6.4 the School Land shall be sold unencumbered save for the exceptions in sub-clauses 8.6.2 and 8.6.3 and any other encumbrances agreed in writing by Chorley;

9. Community Facilities

Community Centre

9.1 The Owner hereby covenants with the Councils:-

9.1.1 to construct and complete the Community Centre in accordance with a scheme to be submitted to and approved in writing by Chorley such scheme to include full operational arrangements and to procure that the Community Centre shall be open and operable in accordance with the scheme approved prior to the first Occupation of five hundred Residential Units PROVIDED ALWAYS that such scheme and operational arrangements shall not exceed the usual arrangements applicable to other community centres operated by Chorley; and

9.1.2 to notify Chorley in writing of the completion of the Community Centre as soon as reasonably practicable thereafter.

9.2 It is hereby agreed between the parties hereto that Chorley will be entitled to call for a transfer of the Community Centre Land by serving written notice to that effect upon the Owner within the period of twelve months following service of the Owner's notice in accordance with clause 9.1.2 and that in the event Chorley shall service notice accordingly the Owner will transfer the Community Centre Land to Chorley for the consideration of one pound (payable by Chorley) in accordance with the following conditions:-

9.2.1 the transfer shall be completed within three months of Chorley giving the Owner notice that it requires the Community Centre Land to be transferred to it;

9.2.2 there shall be excepted out of the transfer of the Community Centre Land all rights and reservations a may be reasonably necessary and/or appropriate in respect of the use and occupation or development of the remainder of the Site;

9.2.3 the Community Centre Land shall be sold with vacant possession unencumbered save for the exceptions in sub-clauses 9.2.2 and any other encumbrances as may be agreed by Chorley.

9.3 On the date of transfer of the Community Centre Land to Chorley the Owner shall pay to Chorley the sum of five hundred and twenty thousand pounds (£520,000) Index Linked from the date of this Agreement as a commuted sum towards the future maintenance of the Community Centre;

9.4 Notwithstanding the provisions of clause 9.2 and 9.3 the Owner may elect to maintain the Community Centre by serving written notice to that effect on Chorley on completion of construction of the Community Centre and if the Owner so elects Chorley hereby agrees subject to the provisions of clauses 9.5 and 9.6 below not to call for the transfer of the Community Centre Land.

- 9.5 If the Owner elects to maintain the Community Centre the Owner shall submit to Chorley for approval in writing a scheme for the management and maintenance of the Community Centre with the notice served on Chorley in accordance with clause 9.4 and shall thereafter manage and maintain the Community Centre in accordance with the scheme approved PROVIDED ALWAYS that such scheme shall not exceed the usual arrangements applicable to other community centres operated by Chorley.
- 9.6 In the event that the Owner materially defaults on its obligations to manage and maintain the Community Centre in accordance with the approved scheme and fails to remedy such default within one month (or such longer period as Chorley may agree in writing) of a notice from Chorley stating such default and indicating the steps required to remedy such default Chorley shall be entitled to forthwith call for the transfer of the Community Centre Land to Chorley in accordance with the provisions of clause 9.2 for the consideration of one pound free from any restrictive covenant or other encumbrances and upon such transfer the Owner shall pay to Chorley the sums referred to in clauses 9.3.1 and 9.3.2.

Outdoor Sports Facilities

- 9.7. The Owner hereby covenants with the Councils:-
- 9.7.1 that not more than five hundred Residential Units shall be Occupied until the Outdoor Sports Facilities and the Sports Changing Rooms have been laid out, constructed and completed in accordance with a scheme to be submitted to and approved in writing by Chorley; and
- 9.7.2 to notify Chorley in writing of completion of the Outdoor Sports Facilities and Sports Changing Rooms as soon as reasonably practicable thereafter.
- 9.8 Forthwith on completion of the Outdoor Sports Facilities and Sports Changing Rooms the Owner shall either:

9.8.1 offer in writing to transfer the OSF Land to Chorley; or

9.8.2 elect to manage and maintain the OSF Land

and shall notify Chorley in writing accordingly.

9.9 If the Owner elects to offer the OSF Land to Chorley and upon notice of acceptance in writing by Chorley the Owner shall transfer the OSF Land to Chorley within three months from the date of acceptance for the consideration of one pound (payable by Chorley) in accordance with the following conditions:-

9.9.1 the OSF Land shall be sold with vacant possession subject to a restrictive covenant preventing the OSF Land from being used other than for recreational purposes available to the public at large;

9.9.2 there shall be excepted out of the transfer of the OSF Land all rights and reservations as may be necessary and/or appropriate in respect of the use and occupation or development of the remainder of the Site;

9.9.3 the OSF Land shall be sold unencumbered save for the exceptions in sub-clause 9.9.1 and 9.9.2 and any other encumbrances as may be agreed by Chorley.

9.10 Chorley hereby covenants with the Owner that following the date of Chorley's notice pursuant to clause 9.9 (but prior to the date of transfer of the OSF Land) it will submit to the Owner for its approval details of both the OSF Maintenance Costs and the OSF Commuted Sum PROVIDED THAT if within a period of twenty one days from receipt of the said details the Owner (acting reasonably) notifies Chorley it does not accept the said details Chorley shall reconsider the OSF Maintenance Costs and the OSF Commuted Sum having regard to the Owners submissions and shall within a further period of twenty one days respond to the Owner in writing either submitting amended details of the OSF

Maintenance Costs and the OSF Commuted Sum or seeking to justify the originally submitted details of the OSF Maintenance Costs and the OSF Commuted Sum AND FURTHER PROVIDED THAT if the Owner does not accept the said amended details or the said justification a dispute shall be deemed to have arisen and the provisions of clause 14.1 shall apply.

- 9.11 The Owner hereby covenants with Chorley to pay to Chorley the OSF Commuted Sum and the Sports Changing Rooms Commuted Sum on the date of transfer of the OSF Land PROVIDED THAT if as at the date of such transfer there is a dispute pursuant to clause 9.10 as to the amount of the OSF Commuted Sum or negotiations are continuing between the Owner and Chorley pursuant to clause 9.10 as to the amount of the OSF Commuted Sum then the OSF Commuted Sum shall be paid within fourteen days of the Expert's determination or (as the case may be) within fourteen days of agreement of the amount of the OSF Commuted Sum between Chorley and the Owner.
- 9.12 If the Owner elects in accordance with clause 9.8 to manage and maintain the OSF Land it shall at the same time as the notice served on Chorley in accordance with clause 9.8 submit to the Council for approval in writing a scheme for the management and maintenance of the Outdoor Sports Facilities and the Sports Changing Room and shall thereafter manage and maintain the Outdoor Sports Facilities and the Sports Changing Rooms in accordance with the scheme approved PROVIDED ALWAYS that the scheme for the management and maintenance of the Outdoor Sports Facilities and the Sports Changing Rooms shall not exceed the usual arrangements applicable to other such facilities operated by Chorley.
- 9.13 In the event that the Owner materially defaults on its obligations to manage and maintain the Outdoor Sports Facilities and the Sports Changing Rooms in accordance with the scheme approved pursuant to clause 9.12 and fails to remedy such default within one month (or such longer period as Chorley may agree in writing) of a notice from Chorley stating such default and indicating the steps required to remedy such default Chorley shall be entitled to call for the transfer of the OSF Land (which for the avoidance of doubt shall

include the Sports Changing Rooms) to Chorley and the Owner shall forthwith transfer the OSF Land to Chorley in accordance with the provisions of clause 9.9 for the consideration of one pound but notwithstanding the provisions of sub-clause 9.9.1 free of restrictive covenants or other encumbrances and upon transfer of the OSF Land to Chorley the Owner shall pay to Chorley the OSF Commuted Sum in accordance with the provisions of clauses 9.10 and 9.11 and shall pay to Chorley the Sports Changing Rooms Commuted Sum.

Library Contribution

- 9.14 THE Owner hereby covenants with the Councils to pay to Chorley the Library Contribution such contribution to be paid in instalments the first payment to be made within three months of the date of commencement of the Euxton Library Extension Works with the remaining instalments being paid every three months thereafter in equal instalments over the contract period in respect of the construction of the Euxton Library Extension Works.
- 9.15 Chorley hereby covenants with the Owner that the Library Contribution shall be placed in an interest bearing deposit account (with a rate of interest no less than that obtainable on a seven days interest bearing deposit account with a clearing bank) and that the Library Contribution shall be defrayed solely towards the cost of the Euxton Library Extension Works PROVIDED THAT the Euxton Library Extension Works shall not commence prior to the date of first Occupation of five hundred Residential Units.
- 9.16 The Owner hereby covenants with Chorley that in the event that the Euxton Library Extension Works have not commenced by the date thirty six months following first Occupation of five hundred Residential Units to pay the Library Contribution to Chorley upon Occupation of five hundred Residential Units such sum to be used by Chorley for the provision of other facilities which Chorley can reasonably demonstrate benefits the Development.

Shop Subsidy

- 9.17 The Owner hereby covenants with the Councils to pay to Chorley the Shop Subsidy on or before the date of first Occupation of two hundred Residential Units.
- 9.18 Chorley hereby covenants with the Owner that the Shop Subsidy shall be placed in an interest bearing deposit account (with an interest rate no less than that obtainable on a seven days interest bearing deposit account with a clearing bank) and that the Shop Subsidy shall be defrayed solely towards the cost of providing the Shop upon or within the vicinity of the Site PROVIDED THAT if the Shop shall not have been provided and opened for trade by the date twenty four months following first occupation of two hundred Residential Units Chorley shall defray the Shop Subsidy towards other facilities which Chorley can reasonably demonstrate will benefit the Development.

Informal Recreation Areas and Woodlands

- 9.19 The Owner hereby covenants with the Councils that it shall when submitting the application for approval of reserved matters in respect of the landscaping of each Phase submit to the Councils for their approval a Management Plan in respect of the Informal Recreation Areas and the Woodlands and that it shall (subject to clause 9.20) thereafter maintain the respective Phase of the Informal Recreation Areas and the Woodlands in accordance with the Management Plan
- 9.20 It is hereby agreed between the parties hereto that the Owner will be at liberty:
- 9.20.1 from the date three years following completion of the landscaping of each Phase of the Informal Recreation Areas to offer the same to the Councils with the intention that the Councils shall assume the responsibility for the maintenance of the respective Phase of the Informal Recreation Areas; and

9.20.2 on or before the date of first Occupation of any new building to be provided pursuant to the Development to offer the Woodlands to the Councils with the intention that the Councils shall assume the responsibility for the maintenance of the Woodlands

and the terms of any such maintenance agreement pursuant to sub-clause 9.20.1 and 9.20.2 hereof shall be agreed between the parties and shall include the payment to the Councils of the Informal Recreation Areas Commuted Sum and/or (as the case may be) the Woodlands Commuted Sum.

9.21 THE Councils hereby covenant with the Owner that in the event that the it shall be agreed pursuant to clause 9.20 that the Councils shall assume responsibility for the maintenance of the Informal Recreational Areas and/or Woodlands then prior to completion of any such agreement the Councils will submit to the Owner for approval details of the Informal Recreation Areas Maintenance Costs and/or (as the case may be) the Woodlands Maintenance Costs and the Informal Recreation Areas Commuted Sum and/or Woodlands Commuted Sum PROVIDED THAT if within a period of twenty one days from receipt of the said details the Owner (acting reasonably) notifies the Councils that it does not accept the said details then the Councils shall reconsider the Informal Recreation Areas Maintenance Costs and/or (as the case may be) the Woodlands Maintenance Costs and the Woodlands Commuted Sum having regard to the submissions of the Owner and shall within a further period of twenty one days respond to the Owner in writing either submitting amended details of the Informal Recreation Areas Maintenance Costs and the Informal Recreation Areas Commuted Sum and/or (as the case may be) the Woodlands Maintenance Costs and the Woodlands Commuted Sum or seek to justify the originally submitted details of the Informal Recreation Areas Maintenance Costs and the Informal Recreation Areas Commuted Sum and/or (as the case may be) the Woodlands Maintenance Costs and the Woodlands Commuted Sum AND FURTHER PROVIDED THAT if the Owner does not accept the said amended details of the said justification a dispute shall be deemed to have arisen and the provisions of clause 14.1 shall apply

9.22 The Owner hereby covenants with the Councils to pay to the Councils the Informal Recreation Areas Commuted Sum and/or (as the case may be) Woodlands Commuted Sum on the date of completion of the agreement in respect of the maintenance of the Informal Recreation Areas and/or (as the case may be) the Woodlands PROVIDED THAT if as at the date of such agreement there is a dispute pursuant to clause 9.21 as to the amount of the Informal Recreation Areas Commuted Sum and/or or (as the case may be) the Woodlands Commuted Sum or negotiations are continuing between the parties pursuant to clause 9.21 as to the amount of the Informal Recreation Areas Commuted Sum and/or (as the case may be) the Woodlands Commuted Sum then the Informal Recreation Areas Commuted Sum and/or (as the case may be) the Woodlands Commuted Sum shall be paid within fourteen days of the Expert's termination or (as the case may be) within fourteen days of agreement of the amount of the Informal Recreation Areas Commuted Sum and/or (as the case may be) the Woodlands Commuted Sum between the parties.

Youth Development Facilities

9.23 The Owner hereby covenants with Chorley that not more than five hundred Residential Units shall be occupied until the sum of fifty thousand pounds (£50,000) as increased by a percentage equivalent to the percentage increase in the Retail Price Index from the date of this Agreement to the date of payment has been paid to Chorley towards the provision of Youth Development Facilities.

10. Health Centre

10.1 The Owner shall reserve the Health Centre Site in a location to be submitted to and approved in writing by Chorley within twelve months of the date of this Agreement and shall thereafter use all reasonable endeavours to transfer the Health Centre Site to the Chorely and South Ribble Primary Care Trust or its successor in title which can make provision for general health care services before one thousand Residential Units are

Occupied subject to a restrictive covenant in perpetuity that the Health Centre Site shall not be used for any purpose other than local health care needs PROVIDED THAT if the Health Centre Site has not been transferred to the Chorley and South Ribble Primary Care Trust and is available for the provision of general health care services for the Development by the time one thousand Residential Units have been Occupied then the Owner shall offer to transfer the Health Centre Site to Chorley for a nominal consideration of one pound subject to a restrictive covenant in perpetuity that the Health Centre Site shall not be used for any purpose other than for local health care needs or such other facilities as Chorley may reasonably decide benefits the Development

11. Employment/Residential Linkage

11.1 The Owner hereby covenants with the Councils:-

11.1.1 that the Employment Land within the North West Business Area and the Central Business Area shall be Serviced and its provision so phased that the amount of Serviced Employment Land provided remains at any time not less than the amount of Residential Land which has been developed until the position is reached whereby twenty five percent of the Residential Land (excluding that to be provided within the Central Business Area) shall have been developed; and

11.1.2 that thereafter the provision of Serviced Employment Land shall be so phased that the amount of such Serviced Employment Land provided remains at any one time not less than sixty five percent of such of the remaining seventy five percent of the Residential Land (excluding that to be provided within the Central Business Area) as shall have been developed.

11.2 The Owner hereby covenants with the Councils that if at the end of the period of thirty six months from 22 July 2002 the amount of Employment Land developed pursuant to the Development shall be less than two hundred thousand (200,000) square feet then upon any disposal by the Owner (whether of a freehold or leasehold interest) of any part of the Employment Land following such period of thirty six months the Owner shall impose an

obligation on the purchaser to develop and make available for Occupation within a period of twenty four months from the date of such disposal at least ten per cent of the total amount of the development to be provided (whether pursuant to any reserved matters approval or a full planning permission) upon that part of the Employment Land the subject of such disposal until the position is reached whereby two hundred thousand (200,000) square feet of Employment Land has been developed or is under construction and for the purposes of this clause:-

- 11.2.1 in calculating the amount of Employment Land which has been developed credit shall be given not only for any Employment Land already developed but also for any development of the Employment Land which is under construction; and
 - 11.2.2 for the purpose of calculating the two hundred thousand (200,000) square feet units of greater than fifty thousand (50,000) square feet developed or under construction for use of purpose within Class B8 or D2 of the Use Classes Order shall be credited at only fifty percent of their net area.
- 11.3 The Owner hereby covenants with the Councils that it shall be a condition of any disposal of the Landmark Site that the purchaser of that site shall complete at least fifty percent of the development upon the Landmark Site within a period of thirty six months from the date of grant of detailed planning permission (whether by way of a reserved matters approval or a full planning permission) in respect of the Landmark Site or the date of disposal by the Owner of the Landmark Site whichever is the later.
- 11.4 The Owner hereby covenants with the Councils to submit to the Councils for approval within 12 months of the date of this Agreement a marketing strategy in respect of the whole of the Employment Land and the Owner further covenants with the Councils to consult with and involve the Lancashire West Partnership and the North West Development Agency in the marketing and promotion of the Employment Land to be provided to the Development. The approved marketing strategy shall thereafter be

implemented until such time as ninety percent of the Employment Land has been developed.

12. Highway and Public Transport Improvements and General Mitigation

12.1 The Owner hereby covenants with the Councils not to Occupy more than five hundred Residential Units until the sum of one million pounds (£1,000,000) has been paid to Chorley such sum to be deposited by Chorley in an interest bearing account and applied for the purpose of improving either the highway network or public transport facilities which Chorley in its discretion may decide will either benefit the Development or to mitigate against highway and traffic impacts arising from or exacerbated by the Development.

12.2 The Owner hereby covenants with Chorley to pay the following sums to Chorley following construction of the two thousandth Residential Unit:

12.2.1 five thousand pounds (£5000) Index Linked from the date of this Agreement in respect of every Residential Unit constructed on the Site ^{in excess of two thousand Residential Units} having a floor area in excess of 1000 square feet but excluding Affordable Housing Units; and V1

12.2.2 three thousand pounds (£3000) Index Linked from the date of this Agreement in respect of every Residential Unit constructed on the Site ^{in excess of two thousand Residential Units} having a floor area of 1000 square feet or under but excluding Affordable Housing Units V1

such sums to be paid to Chorley on a quarterly basis following construction of the two thousandth Residential Unit to be defrayed by Chorley for such facilities or highway works as Chorley in its discretion may decide will benefit the Development or otherwise mitigate against its impacts.

13. Unperformed Obligations

13.1 It is hereby agreed between the parties hereto that if the Community Centre or the Outdoor Sports Facilities or the Sports Changing Rooms are not for any reason constructed or provided within the timescales imposed by Clauses 9.1 and 9.7 of this Agreement the Owner shall forthwith:

13.1.1 pay to Chorley a sum equal to the amount of expenditure the Owner would otherwise have incurred had such facility been constructed or provided; and

13.1.2 transfer to Chorley the Community Centre Land in accordance with the provisions of clause 9.2 and/or the OSF Land in accordance with the provisions of clause 9.9 for consideration of one pound but notwithstanding sub-clause 9.9.1 the transfer shall be free from restrictive covenants or other encumbrances.

13.2 Chorley hereby covenants with the Owner that any payment received by them pursuant to sub-clause 13.1 shall be defrayed solely towards the provision of such facilities as Chorley can reasonably demonstrate benefits the Development.

14. IT IS HEREBY AGREED AND DECLARED AS FOLLOWS:-

14.1 Dispute Provisions

14.1.1 In the event of any dispute arising between the parties hereto in respect of any matter contained in this Agreement then unless the circumstances of the dispute are more appropriate for resolution through the Courts the same shall be referred to the Expert being an independent person to be agreed upon between the parties hereto or at the request and option of either of them to be nominated at their joint expense by or on behalf

of the President for the time being of the Law Society and the Expert shall act as an expert and not as an arbitrator and whose decision shall be final and binding on the parties hereto and whose costs shall be in his award

14.1.2 The Expert shall be appointed subject to an express requirement that he reaches his decision and communicates it to the parties within the minimum practicable timescale allowing for the nature and complexity of the dispute and in any event not more than twenty-eight days from the date of his appointment to act

14.1.3 The Expert shall be required to give notice to each of the said parties inviting each of them to submit to him within ten working days written submissions and supporting material and shall afford each of the said parties an opportunity to make counter submissions within a further five working days in respect of any such submission and material and his decision shall be given in writing within fifty six days of his appointment with reasons and in the absence of manifest error shall be binding on the said parties.

14.2 Service Provisions

14.2.1 Any notice or other written communication to be served upon or given by one party to the other under the terms of this Agreement shall be deemed to have been validly served or given if delivered by hand or sent by recorded delivery post or sent by facsimile transmission to the party upon whom it is served or to whom it is to be given or as otherwise notified for the purpose by notice in writing.

14.2.2 The address and facsimile number for any notice or other written communication is:-

14.2.2.1 for the Owner marked for the attention of the Company Secretary at Warwick House Farnborough Aerospace Centre Farnborough Hampshire GU14 6YU facsimile number 01252 383015;

- 14.2.2.2 for Redrow marked for the attention of the Managing Director, Redrow Homes (Lancashire) Limited, Redrow House, Holden Road, Leigh, Lancashire WN7 1HH, facsimile number 01942 609071;
- 14.2.2.3 for Barratt marked for the attention of the Managing Director, Barratt Manchester Limited, Worrall House, 683 Chester Road, Manchester M16 0QS, facsimilie number 0161 848 7332;
- 14.2.2.4 for Chorley marked for the attention of the Director of Legal and Personnel Services at the Town Hall, Market Street, Chorley PR7 1DP facsimile number 01257 515150;
- 14.2.2.5 for South Ribble marked for the attention of the Chief Executive at Civic Centre West Paddock Leyland Lancashire PR5 1DH facsimile number 01772 625318.

14.2.3 Any notice or other written communication to be given by Chorley or South Ribble shall be deemed valid and effectual if on its face it is signed on behalf of Chorley or (as the case may be) South Ribble by an officer or duly authorized signatory.

14.3 Non-prohibition on Development

14.3.1 NOTHING in this Deed shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than a planning permission relating to development of the type described in the Planning Permissions) granted (whether or not on appeal) after the date of this Agreement.

14.4 Payment of Costs

14.4.1 The Councils costs in the preparation and completion of this Agreement shall paid by the Owner, Redrow and Barratt.

14.5 Local Land Charge

14.5.1 This Agreement is a Local Land Charge and shall be registered as such and the Councils will upon the written request of the Owner at any time after the restrictions provisions and obligations referred to in this Agreement have been performed or complied with issue written confirmations thereof and immediately effect the cancellation of all entries made in the Register of Local Land Charges in respect of this Agreement.

14.6 The Contracts Act

14.6.1 Save as provided in respect of the successors in title to the Land or any successor to the relevant statutory functions of the Council the Agreement shall not be enforceable by any third party pursuant to the Contracts Act.

14.7 Exercise of Discretion

14.7.1 Nothing in this Agreement shall be construed as restricting the exercise by the Councils of any power or discretion exercisable by them under the 1990 Act.

14.8 Non-liability of Predecessors in Title

14.8.1 In the event of a disposal by the Owner of the whole of the Site to a single purchaser provided that the Councils shall first have been provided with a bond from a bondsman who shall be reasonably acceptable to the Councils guaranteeing performance of the obligations herein imposed on the Owner then save in respect of any antecedent breach the Owner shall cease to be bound by the obligations imposed by this Agreement.

14.9 Non-liability of Successors

14.9.1 Save for such provisions of this Agreement as prohibit occupation of a specified number of Residential Units until a particular planning obligation has been fulfilled the provisions of this Agreement shall not be binding on any purchasers or lessees or occupiers of any completed Residential Unit constructed on the Residential Land or any completed building on the Employment Land or any existing listed building on the Site.

IN WITNESS whereof these presents have been executed by the parties hereto as a deed and delivered on the day and year first before written

THE SCHEDULE

PART 1

STAGE 1 BUS SERVICE

A bus service linking Leyland Town Centre with Chorley Town Centre via the Site to be operated in accordance with the following timetable:-

A 30 minute service on Mondays to Saturdays between the hours of 06.30 – 18.00

A 60 minute service between the hours of 18.00 – 23.00 on Mondays to Saturdays

A 60 minute service on Sundays and Bank Holidays

PART 2

STAGE 2 BUS SERVICE

A bus service linking Leyland Town Centre with Chorley Town Centre via the Site to be operated in accordance with the following timetable:-

A 15 minute service on Mondays to Saturdays between the hours of 06.30 – 18.00

A 30 minute service between the hours of 18.00 – 23.00 on Mondays to Saturdays

A 30 minute service on Sundays and Bank Holidays

THE COMMON SEAL of BAE SYSTEMS PLC
was hereunto affixed in the presence of:-



[Handwritten signature] *[Handwritten signature]*

THE COMMON SEAL of BAE SYSTEMS)
(PROPERTY INVESTMENTS) LIMITED was)
hereunto affixed in the presence of:-)



[Handwritten signature] *[Handwritten signature]*

THE COMMON SEAL of REDROW HOMES
(LANCASHIRE) LIMITED was hereunto affixed in the
presence of:-

[Handwritten signature: A. Stevens]



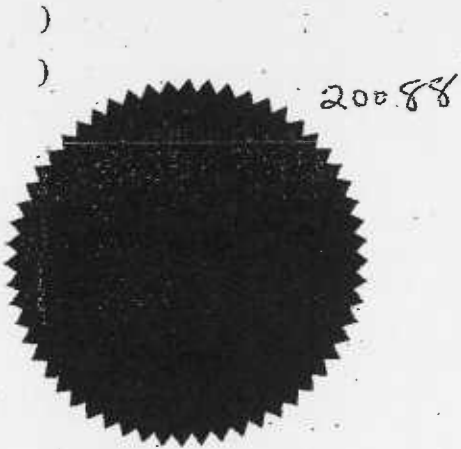
EXECUTED AS A DEED on behalf of
Barratt Homes Limited by:
GRAHAM EDWARD SWANN
and IAN HOUEYEN
in exercise of the powers conferred on them by
a Power of Attorney dated 1st July 2002
in the presence of:- DUNCAN WISNACKT

Duncan Wisnack
Project Manager
1 HILL TOP
NEW LONGTON
PRESTON

Glen Barratt Homes Limited
[Signature]

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

R. J. J. J.
DIRECTOR OF LEGAL AND
HUMAN RESOURCES



THE COMMON SEAL of SOUTH RIBBLE
BOROUGH COUNCIL was hereunto affixed in the
presence of:-

[Signature]



ashurst

Agreement

BAE SYSTEMS plc and BAE SYSTEMS (Property Investments) Limited

and

● Chorley Borough Council

●

Under Section 106 of the Town and Country Planning Act 1990 relating to land at the Former Royal Ordnance Factory Complex Euxton Lane Euxton Chorley Lancashire

THIS AGREEMENT is made the 22 day of July 2005

BETWEEN

- (1) **BAE SYSTEMS plc** whose registered office is at 6 Carlton Gardens London SW1Y 5AD and **BAE SYSTEMS (Property Investments) Limited** whose registered office is at PO Box 87 Farnborough Aerospace Centre Farnborough Hampshire GU14 6YU (together "the Owner") and
- (2) **CHORLEY BOROUGH COUNCIL** of Town Hall Market Square Chorley Lancashire PR7 1DP ("Chorley")

WHEREAS:

- (A) BAE SYSTEMS plc and BAE SYSTEMS (Property Investments) Limited is each the freehold owner of part of the Site which Site is registered at HM Land Registry with title absolute as to part under title number LA872859 and as to the remainder under title number LA838368.
- (B) Lancashire County Council ("Lancashire") and Chorley are the local planning authorities for the purposes of the 1990 Act in respect of the Site.
- (C) Lancashire does not wish to be a party to this Agreement and Chorley is for the purposes of section 106 of the 1990 Act the authority which can enforce the terms of this Agreement.
- (D) BAE SYSTEMS (Investments) Limited submitted a planning application to Lancashire on 12 February 2002 and planning permission was granted by Lancashire for the Development on 29 October 2002.
- (E) BAE SYSTEMS (Property Investments) Limited submitted the First Section 73A application to Lancashire on 27 March 2003 to vary the terms of condition 1 of the planning permission dated 29 October 2002 so as to extend the end date for the landfilling authorised by the planning permission from 30 April 2004 to 30 April 2006 and permission for such variation was granted by Lancashire on 3 November 2003.
- (F) BAE SYSTEMS (Property Investments) Limited submitted the Second Section 73A application to Lancashire on 9 November 2004 to vary the terms of condition 1 of the planning permission dated 3 November 2003 so as to further extend the end date for the landfilling authorised by the planning permission from 30 April 2006 to 31 December 2008 and Lancashire is minded to grant the Planning Permission subject to the Owner entering into planning obligations in the manner hereinafter appearing.

NOW THIS DEED WITNESSETH as follows:

1. SECTION 106 PLANNING OBLIGATIONS

This Agreement is executed by the parties hereto as a Deed and save in relation to that part of the Site falling within Title No. LA872859 (in respect of which subject to clauses 4.5, 4.6 and 4.7 below shall be personal to BAE SYSTEMS (Property Investments) Limited) is made pursuant to section 106 of the 1990 Act and all other powers so enabling and the obligations on the part of the Owner in this agreement shall be taken to be planning obligations for the purposes of section 106 of the 1990 Act so as to bind the Site.

2. INTERPRETATION

- 2.1 In this agreement (including for the avoidance of doubt the recitals) the following expressions shall where the context so admits have the following meanings:

"1990 Act"	the Town and Country Planning Act 1990
"Development"	the Development to which the Section 73A Application relates
"Expert"	the expert referred to in Clause 5
"First Section 73A Application"	the application submitted by the Owner to Lancashire on 27 March 2003 and registered by Lancashire under reference number 9/03/404 to vary condition 1 of planning permission reference 09/02/0171 granted by Lancashire on 22 October 2002
"Implementation Date"	<p>the date of implementation of the Planning Permission by the carrying out of a material operation as defined in section 56(4) of the 1990 Act provided that:</p> <ul style="list-style-type: none"> (a) works of demolition; (b) ground investigations and site survey works; (c) laying of services and service media; (d) construction of boundary fencing or hoardings; (e) construction of temporary accesses; or (f) noise attenuation works <p>shall not be taken to be a material operation for the purposes of the said section 56(4) so as to amount to implementation of the Planning Permission</p>
"Informal Recreation Areas"	the landscaped areas to be provided on the Site pursuant to the Development and made available to the public for recreational purposes
"Informal Recreation Areas Commuted Sum"	the sum to be paid by the Owner to Chorley pursuant to Clause 4.4 in respect of the Informal Recreation Areas Maintenance Costs
"Informal Recreation Areas Maintenance Costs"	the costs reasonably estimated by Chorley as likely to be incurred in maintaining the Informal Recreation Areas over a period of seven years from the date of any agreement in respect of the maintenance of the Informal Recreation Areas as provided for in Clause 4.3
"Management Plan"	a Management Plan (including detailed plans and specifications) providing for the maintenance and management of the Informal Recreation Areas
"the Plan "	the plan annexed hereto marked "Figure 1.1"
"Planning Permission"	the decision notice of Lancashire permitting the Development

"Second Section 73A Application" the application submitted by the Owner to Lancashire on 9 November 2004 and registered by Lancashire under reference number 9/04/1292 to vary condition 1 of planning permission reference 09/03/0404 granted by Lancashire on 3 November 2003

"Site" the land known as part of the Former Royal Ordnance Factory Complex Euxton Lane Euxton Lancashire as shown edged red on the Plan.

2.2 Where in this agreement reference is made to a clause paragraph schedule or recital such reference (unless the context otherwise requires) is a reference to a clause paragraph schedule or recital in this Agreement.

2.3 Words importing the singular meaning where the context so admits include the plural meaning and vice versa.

2.4 Words of the masculine gender include the feminine and neuter genders and words denoting natural persons include companies corporations and firms and all such words shall be construed interchangeably in that manner.

2.5 Any reference to an Act of Parliament shall include any modification extension or re-enactment thereof for the time being in force and shall include all instruments orders plans regulations permissions and directions for the time being made issued or given thereunder or deriving validity therefrom.

2.6 Where the agreement approval consent or an expression of satisfaction is required or sought by the Owner under the terms of this Agreement from Chorley that agreement approval consent or satisfaction shall be given in writing and shall not be unreasonably withheld or delayed.

2.7 The clause headings contained in this Agreement are for reference purposes only and are not incorporated into this Agreement and shall not be deemed to be an indication of the meaning of parts of this Agreement to which they relate.

2.8 Where in this Agreement reference is made to a transfer it shall be to the relevant transfer document under the Land Registration Acts 1923 to 1986 and shall be a transfer of the freehold title with full title guarantee.

3. COMMENCEMENT

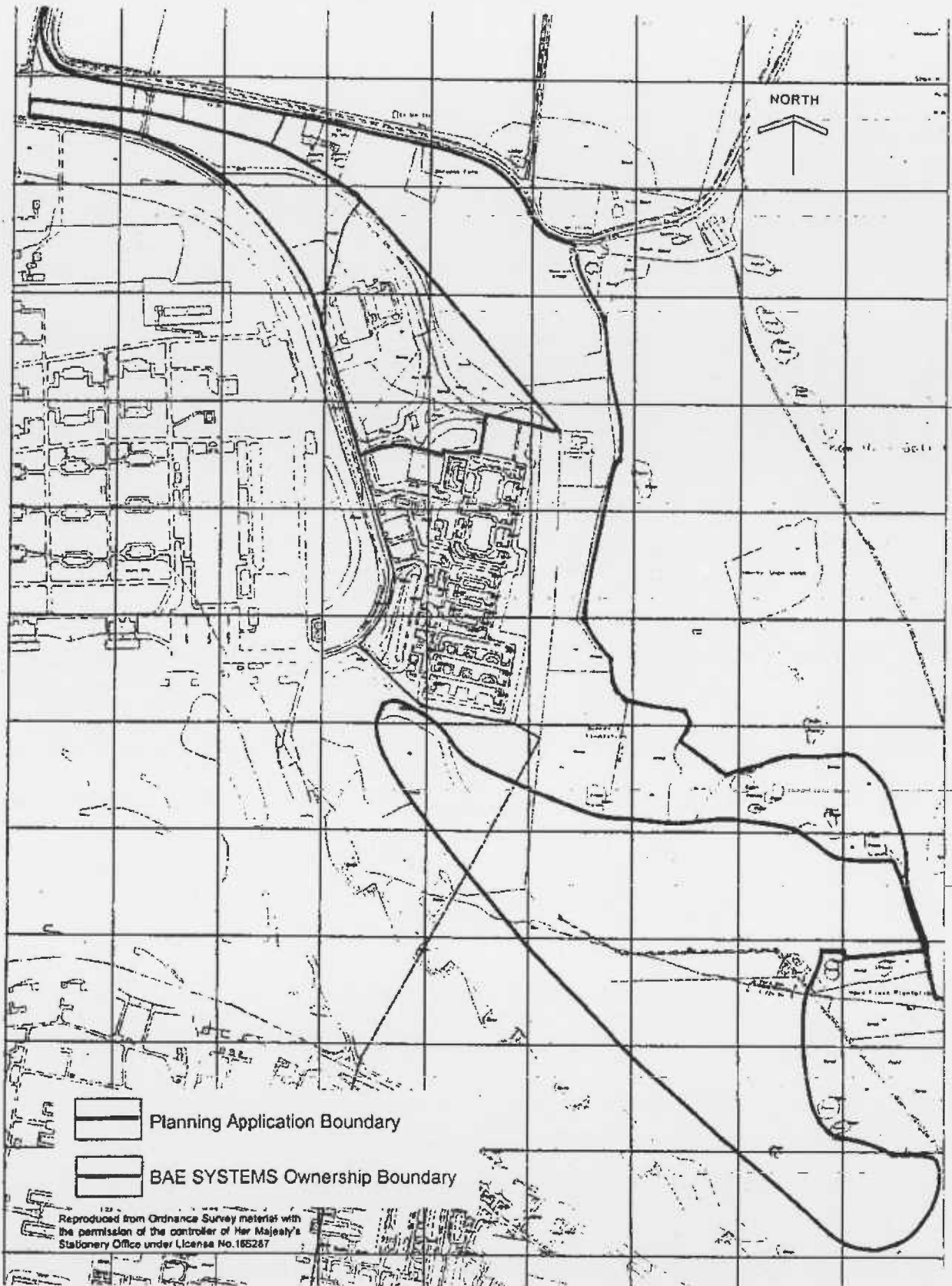
3.1 It is hereby agreed between the parties hereto that this Agreement is conditional upon and shall not take effect until the Planning Permission is issued by Lancashire.



3.2 In the event that the Planning Permission shall lapse before the Implementation Date or if it shall be quashed or revoked or modified other than at the request of the Owner then this Agreement shall cease and be of no further effect.

4. INFORMAL RECREATION AREAS

4.1 The Owner hereby covenants with Chorley that it shall within 3 months of the date of completion of the landscaping of the Informal Recreation Areas submit to Chorley for its approval a Management Plan in respect of the Informal Recreation Areas and that it shall (subject to Clause 4.2) thereafter maintain the Informal Recreation Areas in accordance with the Management Plan.

4.2 After completion of the landscaping of the Informal Recreation Areas Chorley and the Owner shall agree a date for the dedication for public use by the Owner and adoption and



-  Planning Application Boundary
-  BAE SYSTEMS Ownership Boundary

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Scale 1 : 500 @ A4



BAE SYSTEMS – Buckshaw Village
Engineering Earthworks to Facilitate Development
Figure I.1

Planning Application Boundary

Revised 19 February 2001

CASS ASSOCIATES
 13 DECEMBER 2001

maintenance at the public expense by Chorley of the Informal Recreation Areas PROVIDED THAT such date shall not be a date later than 10 years from completion of the landscaping of the Informal Recreation Areas and the terms of any such maintenance agreement pursuant to this Clause 4.2 shall be agreed between the Owner and Chorley and shall include the payment by the Owner to Chorley of the Informal Recreation Areas Commuted Sum.

- 4.3 Chorley hereby covenants with the Owner that in the event that it shall be agreed pursuant to Clause 4.2 that Chorley shall assume responsibility for the maintenance of the Informal Recreation Areas then prior to completion of any such Agreement Chorley will submit to the Owner for its approval details of the Informal Recreation Areas Maintenance Costs and the Informal Recreation Areas Commuted Sum PROVIDED THAT if within a period of 21 days from receipt of the said details the Owner acting reasonably notifies Chorley that it does not accept the said details then Chorley shall re-consider the Informal Recreation Areas Maintenance Costs having regard to the Owner's submissions and shall within a further period of 21 days respond to the Owner in writing either submitting amended details of the Informal Recreation Area Maintenance Costs and the Informal Recreation Areas Commuted Sum or seek to justify the originally submitted details of the Informal Recreation Areas Maintenance Costs and the Informal Recreation Areas Commuted Sum and PROVIDED FURTHER THAT if the Owner does not accept the said amended details or the said justification a dispute shall be deemed to have arisen and the provisions of Clause 5 shall apply.
- 4.4 The Owner hereby covenants with Chorley to pay to Chorley the Informal Recreation Areas Commuted Sum on the date of completion of the Agreement in respect of the maintenance of the Informal Recreation Areas PROVIDED THAT if as at the date of such agreement there is a dispute pursuant to Clause 4.3 as to the amount of the Informal Recreation Areas Commuted Sum or negotiations are continuing between the Owner and Chorley pursuant to Clause 4.3 as to the amount of the Informal Recreation Areas Commuted Sum then the Informal Recreation Areas Commuted Sum shall be paid within 14 days of the Expert's determination or within 14 days of agreement of the amount of the Informal Recreation Areas Commuted Sum between Chorley and the Owner.
- 4.5 In relation to that part of the Site falling within Title No. LA872859 the Owner hereby undertakes to use its reasonable endeavours to procure that Railtrack Plc as chargee of such land shall either (i) release such part of the Site from its charge or (ii) consent to the creation of an agreement under section 106 of the Town and Country Planning Act 1990 in the form of this Agreement (and on the basis that such land is not excluded from being made pursuant to such section as is contemplated by clause 1 hereof).
- 4.6 The Owner further undertakes that it will not without the consent of Chorley dispose of its interest in that part of the Site falling within Title No. LA872859 until such part of the Site has either been released from its charge or consent to the creation of an agreement as set out in clause 4.5 above has been obtained and that it will as soon as practicable following the release of such part of the Site from its charge or (as the case may be) the giving of consent by Railtrack Plc to the creation of an agreement as referred to in clause 4.5 above enter into such agreement.
- 4.7 For the avoidance of doubt the section 106 Agreement contemplated in clause 4.5 above may be put into effect by a deed of variation to this Agreement, omitting the words "save in relation to that part of the Site falling within Title No. LA872859 (in respect of which subject to clauses 4.5, 4.6 and 4.7 below shall be personal to BAE SYSTEMS (Property Investments) Limited)" from clause 1 hereof and omitting clauses 4.5, 4.6 and 4.7 hereof.

5. **DISPUTE PROVISIONS**

- 5.1 In the event of any dispute arising between the parties hereto in respect of any matter contained in this Agreement then unless the circumstances of the dispute are more

appropriate for resolution through the Courts the same shall be referred to the Expert being an independent person to be agreed upon between the parties hereto or at the request and option of any of them to be nominated at their joint expense by or on behalf of the President for the time being of the Law Society and the Expert shall act as an expert and not as an arbitrator and whose decision shall be final and binding on the parties hereto and whose costs shall be in his award.

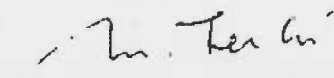
- 5.2 The Expert shall be appointed subject to an express requirement that he reaches his decision and communicates it to the parties within the minimum practicable timescale allowing for the nature and complexity of the dispute and in any event not more than 28 days from the date of his appointment to act.
- 5.3 The Expert shall be required to give notice to each of the said parties inviting each of them to submit to him within ten working days written submissions and supporting material and shall afford to each of the said parties an opportunity to make counter-submissions within a further five working days in respect of any such submission and material and his decision shall be given in writing within 56 days of his appointment with reasons and in the absence of manifest error shall be binding on the said parties.

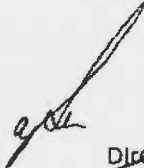
6. **MISCELLANEOUS**

- 6.1 Nothing in this Deed shall prohibit or limit the right to develop any part of the Site in accordance with a Planning Permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Agreement.
- 6.2 Each party to this Agreement shall bear its own costs in its preparation and completion.
- 6.3 This Agreement is a Local Land Charge and shall be registered as such and Chorley will upon the written request of the Owner at any time after the restrictions provisions and obligations referred to in this Agreement have been performed or complied with issue written confirmations thereof and immediately effect the cancellation of all entries made in the Register of Local Land Charges in respect of this Agreement.
- 6.4 Nothing in this Agreement shall be construed as restricting the exercise by Lancashire and Chorley of any power or discretion exercisable by them under the 1990 Act.
- 6.5 In the event of a disposal by the Owner of the whole of the Site then save in respect of any antecedent breach the Owner shall cease to be bound by the obligations imposed by this Agreement.
- 6.6 A person who is not a party to this Agreement shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.

IN WITNESS WHEREOF these presence have been executed by the parties hereto as a Deed and delivered on the day and year first before written

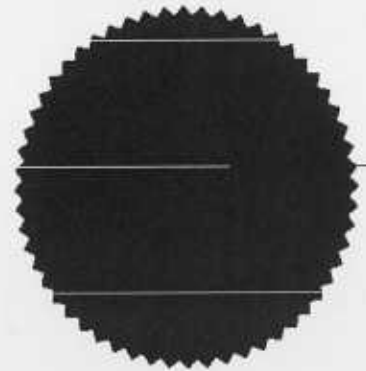
The common seal of **BAE SYSTEMS PLC** was)
hereunto affixed in the presence of:)


Director


Director/Secretary



The common seal of **BAE SYSTEMS**)
(PROPERTY INVESTMENTS) LIMITED was)
hereunto affixed in the presence of:)

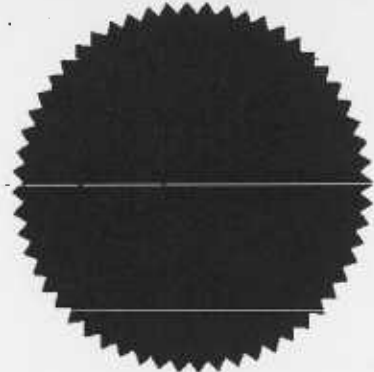


Director *A. Green*

Director/Secretary *[Signature]*

The common seal of **CHORLEY**)
BOROUGH COUNCIL was hereunto)
affixed in the presence of:)

Rosemary Hyon
Director of legal services



2019

**Planning Obligation by Deed of Agreement
under Section 106 of the Town and Country
Planning Act 1990**

relating to the development of land at Group
One, Royal Ordnance Site, Euxton Lane,
Euxton, Chorley, Lancashire

Dated : 22 December 2009

- Chorley Borough Council (1)
- South Ribble Borough Council (2)
- BAE Systems (Property Investments) Limited (3)

Walton & Co
2 Queen Street
Leeds
LS1 2TW

DATE

22 December

2009

PARTIES

- (1) **CHORLEY BOROUGH COUNCIL** of Civic Offices, Union Street, Chorley, Lancashire, PR7 1AL (hereinafter referred to as "CBC")
- (2) **SOUTH RIBBLE BOROUGH COUNCIL** of Civic Centre, West Paddock, Leyland, PR25 1DH (hereinafter referred to as "SRBC")
- (3) **BAE SYSTEMS (PROPERTY INVESTMENTS) LIMITED** (Company Registration Number 3653604) of Warwick House, PO Box 87, Farnborough Aerospace Centre, Farnborough, Hampshire, GU14 1YU (hereinafter referred to as the "Owner")

INTRODUCTION

- 1 CBC is the local planning authority for the purposes of the Act for the area in which that part of the Site shaded green on the Plan is situated.
- 2 SRBC is the local planning authority for the purposes of the Act for the area in which that part of the Site shaded yellow on the Plan is situated.
- 3 The Owner is the freehold owner of the Site with title absolute registered under Land Registry Title No. LA838368.
- 4 The Owner has an interest in Alker Lane Bridge by virtue of Deed of Easement made between Railtrack Plc (1) The Owner (2) and British Aerospace Plc (3).
- 5 The Owner has submitted the Applications to the Councils and the parties have agreed to enter into this Deed in order to secure the planning obligations contained in this Deed.
- 6 CBC and SRBC resolved on 13th October 2009 and 4th November 2009 respectively to grant the Planning Permissions subject to *inter alia* the prior completion of this Deed.

NOW THIS DEED WITNESSES AS FOLLOWS:

OPERATIVE PART

1 DEFINITIONS

For the purposes of this Deed the following expressions shall have the following meanings:

"1980 Act" means the Highways Act 1980;

"Act" means the Town and Country Planning Act 1990;

"Adoption" means adoption pursuant to section 94 of the 1980 Act and all other powers so enabling;

"Affordable Housing" means subsidised housing that will be available to persons who cannot afford to rent or buy housing generally available on the open market;

"Affordable Housing Contribution" means:-

- (a) in respect of an Affordable Housing Unit that is to be provided as an Intermediate Affordable Housing Unit, 35% (thirty five per cent) of the Open Market Value of the Intermediate Affordable Housing Unit at the time the Affordable Housing Contribution is due for payment pursuant to paragraph 1.13.2 of the Second Schedule; and
- (b) in respect of an Affordable Housing Unit that is to be provided as a Social Rented Affordable Housing Unit, 65% (sixty five per cent) of the Open Market Value of the Social Rented Affordable Housing Unit at the time the Affordable Housing Contribution is due for payment pursuant to paragraph 1.13.2 of the Second Schedule.

"Affordable Housing Scheme" means the scheme for the provision of the Affordable Housing Units within the relevant Phase approved by the Council(s) pursuant to paragraph 1.2 of the Second Schedule;

"Affordable Housing Trigger Date" means the date five years from the date of the First RM Approval or the date seven years from the date of the Planning Permissions, whichever is the earlier;

"Affordable Housing Units" means those Dwellings which are to be provided as Affordable Housing and "Affordable Housing Unit" shall be construed accordingly;

"Alker Lane Bridge" means Alker Lane Bridge shown edged red on the Plan labelled "Plan 2" attached to this Deed;

"Alker Lane Bridge Programme" means the indicative programmes of work and actions attached at the Fourth Schedule to this Deed which are to be undertaken by the Owner with the aim of securing the Dedication as Highway and the Adoption of the Alker Lane Bridge by Lancashire County Council or such other indicative programme to be agreed between the parties from time to time;

"Alternative Management and Maintenance Body" means any management and maintenance body other than the Management and Maintenance Body which proposes to Manage and Maintain the Open Space Areas, the Woodland, NEAP 1 and NEAP 2 and which the Councils may approve the identity of in advance pursuant to paragraph 6.8 of the Second Schedule hereto;

"Applications" means the applications for outline planning permission dated 13th August 2008 submitted to CBC and SRBC and allocated reference numbers 08/00910/OUTMAJ (CBC) and 07/2008/0641/OUT (SRBC) respectively;

"Commencement of Development" means for the purposes of this Deed the date on which any material operation (as defined in Section 56(4) of the Act) forming part of the Development or a Phase or Sub-Phase of the Development (as the context requires) pursuant to the Planning Permissions (or either of them) begins to be carried out other than operations consisting of site clearance, demolition work, archaeological

investigations, site preparation including earthworks, investigations for the purposes of assessing ground conditions, remedial work in respect of any contamination or other adverse ground conditions, diversion and laying of services, the erection of any temporary means of enclosure and the temporary display of site notices or advertisements and "Commence Development" and "Commence the Development" shall be construed accordingly;

"Confirmation" means the written confirmation(s) that the NEAP 1 Works, the NEAP 2 Works, the Open Space Area Works or the Woodland Works or part thereof (as the case may be) have been completed which is to be issued by the Council(s) in accordance with paragraphs 4.6 and 5.4 of the Second Schedule hereto and "Confirmation(s)" shall be construed accordingly;

"Councils" means CBC and SRBC together;

"Council(s)" means either the Councils or CBC or SRBC, whichever is appropriate in the context of the obligation in this Deed which is under consideration;

"Dedicate as Highway" means dedication as highway pursuant to section 94 of the 1980 Act and all other powers so enabling and "Dedication as Highway" shall be interpreted accordingly;

"Development" means the mixed use development of the Site comprising housing and commercial uses (including uses A1, A2, A3, B1, B2, C1, C2 and C3 of the Town and Country Planning (Use Classes Order 1987 and associated landscape treatment and highway works as set out in the Applications;

"Dwelling" means a dwelling (including a house flat or maisonette) to be constructed pursuant to the Planning Permissions (or either of them);

"Environment Agency" means the Environment Agency or any successor in title exercising the statutory functions of the Environment Agency from time to time;

"European Standards" means European Standards EN1176 and EN1177 for outdoor playground equipment or any replacement standard(s) in force from time to time;

"Executive Board Resolution" means a resolution of the Executive Board of Lancashire County Council (or any other body within Lancashire County Council with responsibility for the provision of education) which resolves to commence the tender selection process for the appointment of a contractor to construct a primary school upon the Primary School Land;

"First RM Approval" means the first Reserved Matters Approval to be granted pursuant to the Planning Permissions (or either of them);

"Group One Liaison Group" means the liaison group which is to be established pursuant to paragraph 11 of the Second Schedule;

"H1" means that part of the Development shown shaded red on the plan labelled "Plan 3" attached to this Deed;

"H5" means that part of the Development shown shaded red on the plan labelled "Plan 4" attached to this Deed;

"Homes and Communities Agency" means the Homes and Communities Agency or any successor government agency that funds and is responsible for the delivery of new Affordable Housing in England;

"Housing Need Survey" means:

- (a) in relation to CBC the Chorley Interim Housing Need Survey 2009 or any document which replaces or modifies that document which is in force from time to time; and
- (b) in relation to SRBC the South Ribble Housing Need Survey 2004 or any document which replaces or modifies that document which is in force from time to time.

"Index" means the All Items Index of Retail Prices issued by the Office for National Statistics or any successor organisation;

"Interest" means interest at 4% (four per cent) above the base lending rate of the Bank of England from time to time;

"Intermediate Affordable Housing" has the meaning given to it in Annex B of Planning Policy Statement 3 (PPS3) (Housing) and "Intermediate Affordable Housing Units" shall be construed accordingly;

"Lancashire County Council" means Lancashire County Council of County Hall, Fishergate, Preston, Lancashire PR1 8XJ or any successor to its statutory functions;

"Manage and Maintain" means to manage and maintain the Open Space Areas, NEAP 1 and NEAP 2 and the Woodland in complete accordance with the Open Space Areas and Woodland Management and Maintenance Plan and "Management and Maintenance" shall be construed accordingly;

"Management and Maintenance Body" the body which is to be established by the Owner pursuant to paragraph 6 of the Second Schedule hereto for the purposes of Managing and Maintaining the Open Space Areas, NEAP 1 and NEAP 2 and the Woodland;

"Market Dwellings" means those Dwellings which comprise general market housing for sale on the open market and which are not Affordable Housing;

"NEAP 1" means the Neighbourhood Equipped Area for Play shown indicatively and labelled "NEAP 1" on "Plan 5" attached to this Deed;

"NEAP 1 Works" means the works for the construction of NEAP 1 approved by the Council(s) pursuant to paragraph 4.2 of the Second Schedule;

"NEAP 2" means the neighbourhood equipped area for play shown indicatively and labelled "NEAP 2" on the "Plan 5" attached to this Deed;

"NEAP 2 Works" means the works for the construction of NEAP 2 approved by the Council(s) pursuant to paragraph 4.3 of the Second Schedule;

"Neighbourhood Equipped Area for Play" means a neighbourhood equipped area for play as defined by SRBC's Interim Planning Policy: Open Space or CBC's Interim Planning Guidelines for New Equipped Play Areas Associated with Housing Developments (as the case may be) or any replacement policy or policies in force from time to time;

"Net Sale Proceeds" means the net premium received by an RSL as a result of final staircasing minus any reasonable costs of the said RSL in connection with the same;

"Occupation" means occupation for the purposes permitted by the Planning Permissions but not including occupation by personnel engaged in construction, occupation for marketing or display or occupation in relation to security operations and **"Occupied"** shall be construed accordingly;

"Off-Site Public Open Space Contribution" means the sum of £350,000 (three hundred and fifty thousand pounds) to be paid to the Councils in accordance with paragraph 7 of the Second Schedule such sum to be used by the Councils for the purposes of providing or enhancing public open space within the two mile radius area shown on the plan entitled "2 Mile Radius from Central Avenue, Buckshaw" attached to this Deed;

"Open Market Value" means the open market value agreed between the Council(s) and the Owner as being the open market value of an Affordable Housing Unit or if not agreed shall mean an average price based on the opinions of two independent surveyors of the price at which the sale of an interest in the said Affordable Housing Unit would have been completed unconditionally for cash consideration on the date of valuation assuming:

- (a) a willing seller;
- (b) that any restrictions imposed on the Dwelling by reason of this Deed are disregarded;
- (c) that there are no restrictions as to the persons who may occupy the Dwelling or to whom a transfer or lease of the Dwelling may be granted or assigned; and
- (d) that both parties to the transaction had acted knowledgeably prudently and without compulsion;

"Open Space Areas" means those parts of the Site which are to be open space whether informal or formal (except for NEAP 1 and NEAP 2) to include (but not be limited to) all lakes, ponds, balancing ponds, brooks, streams, footpaths and bridleways, greenspace, informal and formal play areas, landscaped and other planted areas as set out in the Open Space Areas and Woodland Scheme;

"Open Space and Woodland Management and Maintenance Plan" means the long term plan for the management and maintenance of all Open Space Areas, Woodland and NEAP 1 and NEAP 2 which is to be submitted to and approved by the Councils pursuant to paragraph 6.1 of the Second Schedule hereto and which shall contain the matters referred to in paragraph 6.2 of the Second Schedule hereto;

"Open Space Areas and Woodland Scheme" means the structure planting scheme for the provision, enhancement and/or retention (as the case may be) of all the Open Space Areas and the Woodland which is to be submitted by the Owner and approved by the Council(s) pursuant to Condition 9 of each of or both of (as the case may be) the Planning Permissions;

"Open Space Area Works" means the works to be carried out for the provision and laying out, enhancement or retention (as the case may be) of the Open Space Areas which have been approved by the Councils as part of the Open Space Areas and Woodland Scheme;

"Phase" means a phase of the Development as shown on the approved masterplan reference 895/93A attached to this Deed;

"Phase 1" means Phase 1 of the Development as shown on the approved masterplan reference 895/93A attached to this Deed;

"Phase 3" means Phase 3 of the Development as shown on the approved masterplan reference 895/93A attached to this Deed;

"Plan" means the plan attached to this Deed numbered labelled "Plan 1";

"Planning Officer Contribution" means the total sum of £82,500 (eighty two thousand five hundred pounds), which sum is payable to CBC in five annual instalments in accordance with the provisions of paragraph 9 of the Second Schedule to be used by CBC for part funding a principal planning officer whose responsibilities include the Development;

"Planning Permissions" means the outline planning permissions subject to conditions to be granted pursuant to the Applications substantially in the form set out in the Fifth Schedule hereto;

"Practical Completion" means the issue of a certificate of practical completion by the Owner's architect or in the event that the Development is constructed by a party other than the Owner the issue of a certificate of practical completion by that other party's architect and **"Practically Completed"** shall be construed accordingly;

"Primary School Land" means that part of the Site shown hatched red on the plan labelled "Plan 6" attached to this Deed;

"Protected Tenant" means any tenant who:

- (a) has exercised the right to acquire pursuant to the Housing Act 1996 or any statutory provision for the time being in force (or any equivalent contractual right) in respect of a particular Affordable Housing Unit;
- (b) has exercised any statutory right to buy (or any equivalent contractual right) in respect of a particular Affordable Housing Unit;
- (c) has been granted a shared ownership lease by a RSL (or similar arrangement where a share of the Affordable Housing Unit is owned by the tenant and a share is owned by the RSL) in respect of a particular Affordable Housing Unit and the

tenant has subsequently purchased from the RSL all the remaining shares so that the tenant owns the entire Affordable Housing Unit;

"Public Infrastructure Contribution" means the sum of £3,500,000 (three million five hundred thousand pounds) such sum to be paid to the Councils by the Owner in accordance with paragraph 2 of the Second Schedule and to be used by the Councils for the purposes of making improvements to existing public infrastructure or the provision of new public infrastructure which the Council(s) consider will benefit the Development and/or Buckshaw Village;

"Public Transport and Community Facilities Contribution" means the sum of £570,000 (five hundred and seventy thousand pounds) which sum is payable pursuant to paragraph 8 of the Second Schedule for the purposes of the provision, enhancement or replacement of public transport infrastructure and/or associated benefits and/or community facilities and/or associated benefits within the vicinity of the Development, Buckshaw Village and/or nearby town centres;

"Reserved Matters" means each of appearance, landscaping, layout and scale (for which details were not granted pursuant to the Planning Permissions) as defined in Article 1(2) of the Town and Country Planning (General Development Procedure) Order 1995 (as amended);

"Reserved Matters Approval" means an approval or approvals of Reserved Matters relating to the Development or any part thereof;

"RSLs" means those:

- (a) housing association(s) or registered social landlord(s) registered in accordance with Part 1 Chapter 1 of the Housing Act 1996;
- (b) any other registered provider of social housing as defined by the Housing and Regeneration Act 2008 (or as redefined by any amendment, replacement or re-enactment of such Acts); or
- (c) any company or other body approved by the Tenant Services Authority or Home and Communities Agency for receipt of a social housing grant

which have been identified by the Council(s) to the Owner in writing upon approval by the Council(s) pursuant to paragraph 1.2 of the Second Schedule of the Affordable Housing Scheme for the Phase within which the relevant Affordable Housing Units are situated (such RSLs to be on the Council(s) preferred list of RSLs from time to time for the delivery of Affordable Housing within the relevant Phase) together with any other body falling within paragraphs (a) to (c) above that has been agreed between the Owner and the Council(s) in writing prior to the relevant Affordable Housing Units being marketed in accordance with paragraph 1.11 of the Second Schedule and **"RSL"** shall be construed accordingly;

"Scheme Development Standards" means the Scheme Development Standards for the construction and provision of Affordable Housing projects as administered by the Homes and Communities Agency and/or the Tenant Services Authority (as the case may be) or equivalent in force from time to time;

“Site” means the land against which this Deed may be enforced as shown edged red on the Plan and more particularly described in the First Schedule;

“Social Rented Affordable Housing” has the meaning given to it in Annex B of Planning Policy Statement 3 (PPS3) (Housing) and “Social Rented Affordable Housing Units” shall be construed accordingly;

“Sub-Phase” means a sub-phase of a Phase which has been identified by the Owner and approved by the Council(s) pursuant to Condition 3 of either or both of the Planning Permissions (as the case may be) in advance of the submission of an application for a Reserved Matters Approval for that sub-phase;

“Target Rent” means the rent to be determined by the relevant RSL (acting reasonably) in accordance with its own policies for determining rent in operation from time to time or such other rent as may be approved by the Council(s) in writing;

“Tenant Services Authority” means the Tenant Services Authority or any replacement government agency that regulates Affordable Housing and housing associations in England;

“Woodland” means that part of the Site shown indicatively shaded red on Plan 7 attached to this Deed and which is to be provided by the Owner as part of the Open Space Areas and Woodland Scheme in accordance with the Planning Permissions and the terms of this Deed;

“Woodland Works” means the works and/or investigations to be carried out to the Woodland which have been approved by the Councils pursuant to paragraphs 5.1 and 5.2 of the Second Schedule hereto;

“Working Days” means any day of the week other than Saturday Sunday or any bank holiday;

2 CONSTRUCTION OF THIS DEED

2.1 Where in this Deed reference is made to any clause, paragraph, schedule, recital or Drawing such reference (unless the context otherwise requires) is a reference to a clause, paragraph, schedule, recital or Drawing in or annexed to this Deed.

2.2 Words importing the singular meaning where the context so admits include the plural meaning and vice versa.

2.3 Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed interchangeable in that manner.

2.4 Wherever there is more than one person named as a party and where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and against each individually unless there is an express provision otherwise.

2.5 Any reference to an Act of Parliament shall include any modification, extension or re-enactment of that Act for the time being in force and shall include all instruments, orders,

plans regulations, permissions and directions for the time being made, issued or given under that Act or deriving validity from it.

- 2.6 References to any party to this Deed shall include the successors in title to that party and to any deriving title through or under that party and in the case of the Councils the successors to their respective statutory functions.

3 LEGAL BASIS

- 3.1 Subject to Clause 3.2 below this Deed is made pursuant to Section 106 of the Act Section 111 of the Local Government Act 1972 Section 2 of the Local Government Act 2000 and all other enabling powers.
- 3.2 Paragraphs 3.2 and 3.5.1 of the Second Schedule and paragraph 7 of the Third Schedule of this Deed are made pursuant to Sections 111 and 120 of the Local Government Act 1972 so as to bind the Owner and the Site.
- 3.3 Subject to Clause 3.2 above the covenants, restrictions and requirements imposed upon the Owner under this Deed create planning obligations pursuant to Section 106 of the Act which bind the Site and each and every part thereof and (insofar as such obligations affect land within their administrative areas) are enforceable against the Owner and its successors in title by the Councils in their respective capacities as local planning authority. Insofar as any of the covenants restrictions and requirements imposed upon the Owner under this Deed are not planning obligations they are entered into by the Councils pursuant to Section 111 of the Local Government Act 1972 Section 2 of the Local Government Act 2000 and all other enabling powers.

4 CONDITIONALITY

- 4.1 The covenants and obligations set out in the Second Schedule of this Deed and which are given by the Owner to the Councils pursuant to Clause 5.1 of this Deed are conditional upon:

- (i) the grant of the Planning Permissions; and
- (ii) the Commencement of Development

save for the provisions of paragraph 11 of the Second Schedule which shall come into effect immediately upon completion of this Deed.

- 4.2 Subject to Clause 4.1 (above) this Deed shall come into effect immediately upon completion of this Deed.

5 THE OWNER'S COVENANTS

- 5.1 The Owner covenants with the Councils in their respective capacities as local planning authority as set out in the Second Schedule.

6 THE COUNCILS' COVENANTS

- 6.1 The Councils covenant with the Owner in their respective capacities as local planning authority as set out in the Third Schedule.

7 MISCELLANEOUS

7.1 Upon completion of this Deed the Owner shall pay to the Councils on completion of this Deed the reasonable legal costs of the Councils incurred in the negotiation, preparation and execution of this Deed.

7.2 A person who is not a party to this Deed shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.

7.3 This Deed shall be registrable as a local land charge by the Councils.

7.4 The parties agree with one another to act reasonably and in good faith in the fulfilment of the objectives of this Deed and where the agreement, approval, consent or expression of satisfaction is required by the Owner from either or both of the Councils under the terms of this Deed such agreement, approval or consent or expression of satisfaction shall not be unreasonably withheld or delayed and any such agreement, consent, approval or expression of satisfaction shall be given on behalf of:

- (i) CBC by The Chief Executive; and
- (ii) SRBC by The Chief Executive.

and any notices shall be deemed to have been properly served if sent by recorded delivery to the principal address or registered office (as appropriate) of the relevant party.

7.5 Following the performance and satisfaction of all the obligations contained in this Deed the Councils shall forthwith effect the cancellation of all entries made in the Register of Local Land Charges in respect of this Deed.

7.6 Insofar as any clause or clauses of this Deed are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed.

7.7 This Deed shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permissions shall be quashed, revoked or otherwise withdrawn or (without the consent of the Owner) it is modified by any statutory procedure or expires prior to the Commencement of Development.

7.8 Subject to the provisions of paragraph 6.7 of the Second Schedule hereto no person shall be liable for any breach of any of the planning obligations or other provisions of this Deed:

- (a) to the extent that such breach relates to any part of the Site in which that person has no interest; and/or
- (b) which occurs after it shall have parted with its interest in the Site or if it be part only the part in respect of which such breach occurs but without prejudice to liability for any subsisting breach arising prior to parting with such interest for which it shall continue to be liable.

7.9 The obligations contained in this Deed shall not be binding on or enforceable against any mortgagee or charge from time to time which shall have the benefit of a mortgage or

charge of or on any part or parts of the Site unless such mortgagee or charge has entered into possession of the Site or any part thereof to which such obligation relates.

7.10 Nothing in this Deed shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Planning Permissions) granted (whether or not on appeal) after the date of this Deed.

8 WAIVER

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

9 CHANGE IN OWNERSHIP

The Owner agrees with the Councils to give the Councils immediate written notice of any change in ownership of any of its interests in the Site occurring before all the obligations under this Deed have been discharged (with the exception of those obligations contained in paragraphs 6.4, 6.5, 6.7 and 6.8 of the Second Schedule hereto) such notice to give details of the transferee's full name and registered office (if a company or usual address if not) together with the area of the Site or unit of occupation purchased by reference to a plan.

10 PROGRESS OF DEVELOPMENT

10.1 The Owner agrees with the Councils to give the Councils 5 Working Days written notice of the following:

10.1.1 the Commencement of Development overall;

10.1.2 the Commencement of Development of each Phase and Sub-Phase; and

10.1.3 the date of completion of each Phase and Sub-Phase.

10.2 In addition to the obligation in Clause 10.1 (above) the Owner will submit to the Councils a written report every 3 months which details the number of Dwellings within each Phase and Sub-Phase which:

10.2.1 have been Practically Completed; and

10.2.2 have been Occupied.

10.3 The Owner agrees with the Councils to submit a report to each meeting of the Group One Liaison Group which includes up to date information on the matters referred to in Clauses 10.1 and 10.2 (above).

11 INDEXATION

With the exception of any Affordable Housing Contribution payable pursuant to paragraph 1.13.2 of the Second Schedule any sum referred to in the Second Schedule or any part of

any such sum which remains outstanding shall be increased by an amount equivalent to the increase in the Index from the date hereof until the date on which such sum or part of such sum is payable.

12 INTEREST

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

13 VAT

All consideration given in accordance with the terms of this Deed shall be exclusive of any value added tax properly payable.

14 JURISDICTION

This Deed is governed by and interpreted in accordance with the law of England and Wales.

15 DELIVERY

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

16 DISPUTES

16.1 Where the parties are in dispute or disagreement or have any differences relating to any matter the subject of or connected with this Deed or its meaning or construction then the parties shall use their reasonable endeavours to resolve the same within 20 Working Days of the dispute, disagreement or difference arising.

16.2 Failing the resolution of any such dispute, disagreement or difference within the said 20 Working Days the dispute, disagreement or difference shall be referred for determination in accordance with the provisions of this Clause 16 on the reference of any of the parties to the dispute, disagreement or difference.

16.3 The dispute, disagreement or difference shall be referred to the decision of a single expert (the "Expert") qualified to deal with the subject matter of the dispute, disagreement or difference who shall either be jointly nominated by the parties within a period of 5 Working Days following a failure of the parties to resolve the dispute, disagreement or difference pursuant to Clause 16.2 above or failing agreement on such nomination the Expert shall be nominated by the President for the time being of the Law Society.

16.4 The determination of the Expert (including any determination as to the responsibility for payment of his own costs and those of the parties) shall be final and binding upon the parties.

16.5 The terms of reference of any Expert appointed to determine a dispute, disagreement or difference shall include the following:

- (a) he shall call for representations from all parties within 10 Working Days of a reference to him under this Deed and shall require the parties to exchange representations within this period;

- (b) he shall allow the parties 10 Working Days from the expiry of the 10 Working Days period referred to in sub-clause (a) above to make counter representations;
- (c) any representations or counter representations received out of time shall be disregarded by the Expert;
- (d) he shall provide the parties with a written decision (including his reasons) within 10 Working Days of the last date for receipt of counter-representations;
- (e) he shall be entitled to call for such independent expert advice as he shall think fit; and
- (f) his costs and the costs of any independent expert advice called for by the Expert shall be included in his award.

16.6 Unless the Expert shall decide otherwise the costs of any reference to the Expert shall be borne equally by the parties to the dispute, disagreement or difference in question.

17 COUNTERPARTS

This Deed may be executed in any number of counterparts which together shall constitute one agreement. Any party may enter into this Deed by executing a counterpart and this Deed shall not take effect until it has been executed by all parties and dated.

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

FIRST SCHEDULE

Details of the Owner's Title, and description of the Site

The freehold land at Group 1, Royal Ordnance Site, Euxton Lane, Euxton, Chorley shown edged with red on the Plan and registered under Land Registry Title Number LA838368.

SECOND SCHEDULE

The Owner's Covenants with the Councils

The Owner covenants with the Councils in the following terms:-

1. Affordable Housing

- 1.1 To provide Affordable Housing as part of the Development in accordance with the provisions of this paragraph 1 of this Second Schedule.
- 1.2 Not to Commence Development of any Phase until the Owner has submitted to the Council(s) and the Council(s) has approved in writing a scheme the Affordable Housing Scheme for that Phase.
- 1.3 Each scheme submitted pursuant to paragraph 1.2 of this Second Schedule (above) before the Affordable Housing Trigger Date shall *inter alia*:
 - 1.3.1 Identify 20% of the Dwellings to be constructed within the relevant Phase as Affordable Housing Units of which 70% shall be Social Rented Affordable Housing Units and 30% shall be Intermediate Affordable Housing Units; and
 - 1.3.2 Identify the Sub-Phase(s) within the relevant Phase within which the Affordable Housing Units will be located.
- 1.4 Each Affordable Housing Scheme submitted pursuant to paragraph 1.2 of this Second Schedule (above) upon or after the Affordable Housing Trigger Date shall *inter alia*:
 - 1.4.1 Identify 30% of the Dwellings to be constructed within the relevant Phase as Affordable Housing Units of which 70% shall be Social Rented Affordable Housing Units and 30% shall be Intermediate Affordable Housing Units; and
 - 1.4.2 Identify the Sub-Phase(s) within the relevant Phase within which the Affordable Housing Units will be located;
- 1.5 Where it is proposed pursuant to either or both of the Planning Permissions (as the case may be) to construct a Phase without dividing that Phase into Sub-Phase(s) pursuant to Condition 3 of either or both of the Planning Permissions (as the case may be) then the Owner shall not Commence Development of that Phase until the Owner has submitted to the Council(s) and the Council(s) has approved in writing the following matters:-
 - 1.5.1 Full details of the proposed location of the Affordable Housing Units (including plot numbers) within the relevant Phase;
 - 1.5.2 Full details of the relevant house type and number of bedrooms of each Affordable Housing Unit within the relevant Phase PROVIDED THAT the house types of the Affordable Housing Units within a Phase shall always be allocated by the Owner on a basis which reflects the requirements of the Council(s) Housing Need Survey at the time of submission of the Affordable Housing Scheme for approval unless the parties agree otherwise in writing.

AND FURTHER PROVIDED THAT unless the Council(s) agree(s) otherwise in writing the details submitted by the Owner pursuant to this paragraph 1.5 of this Second Schedule shall be in complete accordance with the relevant Affordable Housing Scheme for the relevant Phase approved by the Council(s) pursuant to paragraph 1.2 of this Second Schedule (as the case may be).

1.6 Where it is proposed pursuant to Condition 3 of either or both of the Planning Permissions (as the case may be) to construct a Phase by dividing that Phase into Sub-Phase(s) then the Owner shall not Commence Development of any Sub-Phase within that Phase until the Owner has submitted to the Council(s) and the Council(s) has approved in writing the following matters:-

1.6.1 Full details of the proposed location of the Affordable Housing Units (including plot numbers) within the relevant Sub-Phase;

1.6.2 Full details of the relevant house type and number of bedrooms of each Affordable Housing Unit within the relevant Sub-Phase PROVIDED THAT the house types of the Affordable Housing Units within a Phase shall always be allocated by the Owner on a basis which reflects the requirements of the Council(s) Housing Need Survey at the time of submission of the Affordable Housing Scheme for approval unless the parties agree otherwise in writing.

AND FURTHER PROVIDED THAT unless the Council(s) agree otherwise in writing the details submitted by the Owner pursuant to this paragraph 1.6 of this Second Schedule shall be in complete accordance with the relevant Affordable Housing Scheme approved by the Council(s) pursuant to paragraph 1.2 of this Second Schedule (as the case may be) for the Phase within which the relevant Sub-Phase is located.

1.7 To construct the Affordable Housing Units within each Phase or Sub-Phase (as the case may be) in accordance with the Planning Permissions, the relevant Reserved Matters Approval(s), the approved Affordable Housing Scheme for that Phase, the details approved pursuant to paragraph 1.5 or paragraph 1.6 of this Second Schedule (above) (as the case may be) and to Scheme Development Standards.

1.8 That (subject to paragraph 1.13 of this Second Schedule) not more than 50% (fifty per cent) of the Market Dwellings within any Phase or Sub-Phase (as the case may be) shall be Practically Completed before 50% (fifty per cent) of the Affordable Housing Units within that Phase or Sub-Phase (as the case may be) have been Practically Completed in accordance with paragraph 1.7 of this Second Schedule (above) and made ready for residential Occupation and written notification of such has been received by the Council(s).

1.9 That (subject to paragraph 1.13 of this Second Schedule) not more than 75% (seventy five per cent) of the Market Dwellings within any Phase or Sub-Phase (as the case may be) shall be Practically Completed before:

1.9.1 100% (one hundred per cent) of the Affordable Housing Units within that Phase or Sub-Phase (as the case may be) have been Practically Completed in accordance with paragraph 1.7 of this Second Schedule (above) and made ready for residential Occupation;

1.9.2 written notification of such has been received by the Council(s); and

- 1.9.3 the Owner has offered to transfer all of the Affordable Housing Units within that Phase or Sub-Phase (as the case may be) to an RSL or RSLs (as the case may be) in accordance with the terms of this Deed such offer to transfer to be accompanied by a draft transfer and a draft contract.
- 1.10 From the date of Practical Completion each Affordable Housing Unit shall be used only as Affordable Housing save that this obligation shall not be binding on any Protected Tenant or any mortgagee or chargee of such Protected Tenant or any person deriving title from such Protected Tenant or any successor in title thereto and their respective mortgagees and chargees.
- 1.11 No later than three months from the date of the Commencement of Development of a Phase or Sub-Phase (as the case may be) the Owner shall market and offer the relevant Affordable Housing Units within that Phase or Sub-Phase (as the case may be) to a minimum of three of the RSLs in accordance with the relevant Affordable Housing Scheme and the terms of this Deed and thereafter the Owner shall use all reasonable endeavours to transfer the relevant Affordable Housing Units to an RSL or RSLs in accordance with the terms of this Deed PROVIDED THAT for the avoidance of doubt there shall be no obligation on the Owner to have commenced construction of the relevant Affordable Housing Units at the point when the said units are marketed and offered in accordance with this paragraph 1.11.
- 1.12 The Owner shall ensure that any transfer of an Affordable Housing Unit to an RSL shall contain the following provisions unless the parties agree otherwise in writing:
- 1.12.1 A covenant that the RSL shall not use the Affordable Housing Unit otherwise than for the purpose of providing housing to persons who meet the objectives of that RSL; and
- 1.12.2 That those Affordable Housing Units which are Social Rented Affordable Housing Units shall be made available for letting at a rent level no higher than the Target Rent;
- 1.12.3 A covenant that those Affordable Housing Units which are Intermediate Affordable Housing Units and provided as shared equity shall be subject to a restriction that the maximum equity capable of being purchased in an Affordable Housing Unit will be fixed at 80% with no option for further staircasing beyond 80% equity without the written consent of the Council PROVIDED THAT this restriction shall not apply and staircasing up to 100% equity shall be permitted in the event that the RSL agrees with the Council(s) in writing to reinvest any Net Sale Proceeds it makes from such staircasing in Affordable Housing in the administration areas of Chorley and South Ribble; and
- 1.12.4 A declaration that the covenants referred to in paragraphs 1.12.1, 1.12.2 and 1.12.3 shall not be binding upon any Protected Tenant or any mortgagee or chargee of such Protected Tenant or any person deriving title from such Protected Tenant or any successor in title thereto and their respective mortgagees and chargees.
- 1.13 If a period of 12 calendar months from the date the Affordable Housing Units within a Phase or Sub-Phase (as the case may be) are first offered to the RSLs in accordance with

paragraph 1.11 (above) has expired without written confirmation from an RSL that it agrees subject to contract to purchase those Affordable Housing Units or in the event that the said 12 calendar month period expires an RSL has confirmed its agreement in writing to purchase some but not all of those Affordable Housing Units then the Owner will be entitled to offer (at its own discretion) any Affordable Housing Units an RSL has not agreed in writing to purchase subject to contract for sale on the open market and free from the restrictions in this Deed PROVIDED THAT:-

- 1.13.1 the Owner shall have first produced evidence in writing to the reasonable satisfaction of the Council(s) that it has used all reasonable endeavours to comply with its obligations under paragraphs 1.11 and 1.12 of this Second Schedule (above) and the Council(s) have confirmed in writing that the evidence submitted is acceptable; and
- 1.13.2 the Owner shall within twenty eight days from the date of receipt of written notice pursuant to sub-paragraph 1.13.1 of this Second Schedule pay to the Council(s) an Affordable Housing Contribution in respect of each of those Affordable Housing Units within the relevant Phase or Sub-Phase (as the case may be) which the RSLs failed to confirm in writing their agreement subject to contract to purchase; and in any event
- 1.13.3 no Affordable Housing Unit sold on the open market pursuant to this paragraph 1.13 shall be Occupied until the Affordable Housing Contribution payable pursuant to sub-paragraph 1.13.2 of this Second Schedule (above) has been paid to the Council(s).

2. Public Infrastructure Contribution

- 2.1 To pay the Public Infrastructure Contribution to the Councils and, in paying such sum comply with the provisions of paragraphs 2.2 to 2.3 of this Second Schedule below;
- 2.2 The payment of the Public Infrastructure Contribution to the Councils shall be phased as follows:
 - 2.2.1 the Owner shall not cause, permit or suffer the Occupation of more than 250 Dwellings until £1,200,000 (one million two hundred thousand pounds) of the Public Infrastructure Contribution has been paid to the Councils; and
 - 2.2.2 the Owner shall not cause, permit or suffer the Occupation of more than 500 Dwellings until a further £1,200,000 (one million two hundred thousand pounds) of the Public Infrastructure Contribution has been paid to the Councils; and
 - 2.2.3 the Owner shall not cause, permit or suffer the Occupation of ore than 750 Dwellings until the final £1,100,000 (one million one hundred thousand pounds) of the Public Infrastructure Contribution has been paid to the Councils.
- 2.3 Each payment made by the Owner to the Councils pursuant to this paragraph 2 of this Second Schedule shall be paid to the Councils in the following proportions:
 - 2.3.1 75% (seventy five per cent) of the relevant payment shall be paid to CBC; and
 - 2.3.2 25% (twenty five per cent) of the relevant payment shall be paid to SRBC.

3. School Facilities

3.1 Subject to the provisions of paragraph 3.4 below from the Commencement of Development the Primary School Land shall be reserved and held by the Owner solely for the construction of a single form entry primary school and for no other purpose.

3.2 Within 3 months from the receipt of written notification from CBC pursuant to an Executive Board Resolution having been passed the Owner shall transfer the Primary School Land to CBC for consideration of £1 together with all such rights and other requirements as CBC reasonably considers necessary in order to enable the construction and operation of a new primary school on the Primary School Land such rights and requirements to include (but not be limited to) a right of vehicular and pedestrian access to the Primary School Land from an adopted highway, suitable guarantees and warranties to be given by the Owner to CBC in respect of the remediation and reclamation of the Primary School Land in accordance with Planning Permission 09/00095/FULMAJ and rights in respect of access for the Primary School Land to utilities (to include (but not be limited to) gas, water, electricity, drainage, sewerage and telecommunications).

3.3 The Owner shall grass and maintain the Primary School Land in accordance with a scheme which has been submitted to and approved in writing by CBC prior to the Occupation of any Dwelling such approval or notification that approval is not being given (together with reasons for this) to be given to the Owner within one calendar month of receipt of the said scheme. Thereafter the Owner shall (subject to paragraph 3.4 of this Second Schedule (below)) continue to maintain the Primary School Land in accordance with the approved scheme until such time as it is transferred to CBC pursuant to paragraph 3.2 of this Second Schedule (above).

3.4 In the event that:

3.4.1 CBC has not served written notice upon the Owner in accordance with paragraph 3.2 of this Second Schedule above by either the date which is 9 years and 6 months from the date of the First RM Approval or one year and six months from the date of Occupation of 600 Dwellings, whichever is the later date then the Owner shall be entitled at any point thereafter to serve on CBC a written notice to the effect that unless CBC serves written notice upon the Owner in accordance with paragraph 3.2 of this Second Schedule above within 6 calendar months of the date of the said notice the obligations and restrictions contained in paragraphs 3.1, 3.2 and 3.3 of this Second Schedule (above) shall cease; and

3.4.2 CBC fails to serve written notice upon the Owner in accordance with paragraph 3.4.1 of this Second Schedule (above)

then the obligations and restrictions contained in paragraphs 3.1, 3.2 and 3.3 of this Second Schedule (above) shall cease.

3.5 In the event that the Primary School Land is transferred to CBC by the Owner pursuant to paragraph 3.2 of this Second Schedule (above) but Lancashire County Council subsequently fails within two years from the date of such transfer to enter into a legally binding contract with a contractor for the construction of a primary school on the Primary School Land then:

3.5.1 CBC shall transfer the Primary School Land back to the Owner for consideration of £1 as soon as is reasonably practicable after the expiry of such period (with each party bearing their own costs of such transfer); and

3.5.2 Upon the execution of such transfer all restrictions over the Primary School Land contained in this Deed shall cease.

4. Laying Out of Neighbourhood Equipped Areas for Play

4.1 To provide a minimum of 1,000 (one thousand) square metres of Neighbourhood Equipped Areas for Play on the Site as part of the Development in the form of NEAP 1 and NEAP 2 which shall be delivered in accordance with the mechanism set out in paragraphs 4.2 to 4.7 below;

4.2 Not to Commence the Development of Phase 1 until there has been submitted and the Council(s) has approved in writing a scheme for the provision and construction of NEAP 1 such scheme to include *inter alia*:

4.2.1 details of the precise area and location of NEAP 1;

4.2.2 a detailed specification for the completion of NEAP 1 which complies with the European Standards (unless the Council(s) agree otherwise in writing);

4.3 Not to Commence the Development of Phase 3 until there has been submitted and the Council(s) has approved in writing a scheme for the provision and construction of NEAP 2 such scheme to include *inter alia*:

4.3.1 details of the precise area and location of NEAP 2;

4.3.2 a detailed specification for the completion of NEAP 2 which complies with the European Standards (unless the Council(s) agree otherwise in writing);

4.4 To carry out the NEAP 1 Works and the NEAP 2 Works and to provide NEAP 1 and NEAP 2 in accordance with the scheme approved by the Council(s) pursuant to either paragraph 4.2 or 4.3 (above) (as the case may be) (subject to such variations as may be agreed between the Owner and the Council in writing from time to time) in conjunction with and as part of the Development and in any event not to suffer cause or permit the Practical Completion of more than:

4.4.1 100 Dwellings within that part of H5 which is within Phase 1 until all NEAP 1 Works have been completed and the Council(s) have issued the appropriate Confirmation; and

4.4.2 150 Dwellings within that part of H1 which is within Phase 3 until all NEAP 2 Works have been completed and the Council(s) have issued the appropriate Confirmation.

PROVIDED THAT in addition to the restrictions in sub-paragraphs 4.4.1 and 4.4.2 no Dwelling which is situated on a plot within 25 (twenty five) metres of the boundary of either NEAP 1 or NEAP 2 (as the case may be) shall be Occupied until the NEAP 1 Works or the NEAP 2 Works (as the case shall be) have been completed and the Council(s) have issued the appropriate Confirmation.

- 4.5 As soon as is reasonably practicable after the completion of the NEAP 1 Works or the NEAP 2 Works (as the case may be) the Owner shall notify the Council(s) in writing that such works have been completed and invite the Council(s) to inspect the same.
- 4.6 Not later than one calendar month from receipt of the relevant notice referred to in paragraph 4.5 of this Second Schedule above the Council(s) shall inspect either NEAP 1 or NEAP 2 (as the case may be) and if the NEAP 1 Works or the NEAP 2 Works (as the case may be) have been carried out to the reasonable satisfaction of the Council(s) they shall issue the appropriate Confirmation within the said period of one calendar month from the date of receipt of the relevant notice referred to in paragraph 4.5 of this Second Schedule (above).
- 4.7 If following inspection by the Council(s) pursuant to paragraph 4.6 of this Second Schedule the NEAP 1 Works or the NEAP 2 Works (as the case may be) shall be found not to have been carried out to the reasonable satisfaction of the Council(s) they shall notify the Owner within the period of one calendar month referred to in paragraph 4.6 of this Second Schedule (above) specifying the measures necessary to satisfactorily complete the NEAP 1 Works or the NEAP 2 Works (as the case may be) and the Owner shall carry out those works and shall notify the Council(s) pursuant to paragraph 4.5 of this Second Schedule whereupon the such procedure detailed in paragraphs 4.5 to 4.7 of this Second Schedule shall be repeated as often as is necessary until such time as the Council(s) issue the appropriate Confirmation).
- 4.8 From the date of issue of the appropriate Confirmation, NEAP 1 and NEAP 2 (as the case may be) shall be used only as public open space in perpetuity and not for any other purpose and the Owner shall allow the public reasonable access thereto.

5. **Laying out of Open Space Areas and Woodland**

- 5.1 From the Commencement of Development to diligently proceed with and complete the Open Space Area Works and the Woodland Works in conjunction with and as part of the Development and in complete accordance with the Open Space Areas and Woodland Scheme (subject to such variations as may be agreed between the Owner and the Council in writing from time to time).
- 5.2 Not to suffer cause or permit the Occupation of more than 800 Dwellings until all the Open Space Area Works and the Woodland Works have been completed by the Owner in accordance with paragraph 5.1 of this Second Schedule above and the Council(s) have issued Confirmation(s) in respect of each and every part thereof.
- 5.3 As soon as is reasonably practicable after the completion of the Open Space Area Works and/or the Woodland Works (as the case may be) the Owner shall notify the Council(s) in writing that such works have been completed in accordance with paragraph 5.1 of this Second Schedule (above) and invite the Council(s) to inspect the same.
- 5.4 Not later than one calendar month from receipt of the relevant notice referred to in paragraph 5.3 of this Second Schedule (above) the Council(s) shall inspect the Open Space Areas and/or the Woodland (as the case shall be) and if the Open Space Area Works and/or the Woodland Works (as the case may be) have been carried out in accordance with paragraph 5.1 of this Second Schedule (above) to the reasonable

satisfaction of the Council(s) they shall issue the appropriate Confirmation within 10 Working Days of the said inspection date.

- 5.5 The Owner and the Council may agree in writing at any time that the notification and Confirmation procedure set out in paragraphs 5.3, 5.4, and 5.6 of this Second Schedule may be used in respect of the completion of parts of the Open Space Area Works and/or the Woodland Works (as the case may be).
- 5.6 If following inspection by the Council(s) pursuant to paragraph 5.4 of this Second Schedule the Open Space Area Works and/or the Woodland Works (as the case may be) or relevant part thereof shall be found not to have been carried out to the reasonable satisfaction of the Council(s) they shall notify the Owner specifying the measures necessary to satisfactorily complete the Open Space Area Works and/or the Woodland Works (as the case may be) or part thereof following completion of such works within 10 Working Days of the said inspection date and the Owner shall carry out those works and shall notify the Council(s) pursuant to paragraph 5.3 of this Second Schedule whereupon the procedure detailed in paragraphs 5.3, 5.4 and 5.6 of this Second Schedule shall be repeated as often as is necessary until such time as the Council(s) issue the appropriate Confirmation).
- 5.7 From the date of issue of the appropriate Confirmation, the Open Space Areas and the Woodland (or relevant part thereof) shall be used only as public open space in perpetuity and not for any other purpose and the Owner shall allow the public reasonable access thereto.

6. Management and Maintenance of NEAPs, Open Space and Woodland

- 6.1 Not to Commence Development until the Owner has submitted and the Council has approved an Open Space and Woodland Management and Maintenance Plan.
- 6.2 The Open Space and Woodland Management and Maintenance Plan to be submitted and approved pursuant to paragraph 6.1 of this Second Schedule above shall include *inter alia*:
- 6.2.1 details of the proposed identity, structure and proposed establishment (including programme and timetable) of the Management and Maintenance Body including any draft memorandum and articles of association, references and financial information (including proposed sources of funding) and proposed roles and responsibilities regarding the Management and Maintenance of NEAP 1 and NEAP 2, the Open Space Areas and the Woodland;
- 6.2.2 details of the legal warranties and covenants that will be given by the Owner to the Management and Maintenance Body, warranting the standard of the Open Space Area Works, the Woodland Works and the NEAP 1 Works and the NEAP 2 Works (including any warranties regarding remediation of the Site pursuant to the Planning Permissions and planning permission 09/00095/FULMAJ issued by CBC);
- 6.2.3 a programme and timetable for the implementation of each element of the Open Space and Woodland Management and Maintenance Plan;
- 6.2.4 (if appropriate having regard to the structure of the Management and Maintenance Body) proposals for the imposition of a covenant in each freehold or leasehold transfer of the Dwellings to pay a service charge to the

Management and Maintenance Body in order to fund the Management and Maintenance of the Open Space Areas, the Woodland, NEAP 1 and NEAP 2 in accordance with the terms of this Deed;

- 6.2.5 a full specification or specifications and all other details necessary in order to secure the short and long term establishment and Management and Maintenance of each and every part of the Open Space Areas, the Woodland, NEAP 1 and NEAP 2 by the Owner and the Management and Maintenance Body;
 - 6.2.6 proposals for regular monitoring and review of the operation of the Open Space and Woodland Management and Maintenance Plan and the Management and Maintenance of the Open Space Areas, the Woodland, NEAP 1 and NEAP 2; and
 - 6.2.7 any other matters which the Councils reasonably consider necessary in order to secure the short and long term establishment and Management and Maintenance of the Open Space Areas, the Woodland, NEAP 1 and NEAP 2.
- 6.3 From the Commencement of Development the Owner shall procure the implementation of the Open Space and Woodland Management and Maintenance Plan in accordance with the approved programme(s) and timetable(s) contained therein and take all steps required thereunder in accordance with the approved programme(s) and timetable(s) contained therein including all required steps relating to the establishment of the Management and Maintenance Body.
- 6.4 From the date of issue of the appropriate Confirmation(s) by the Councils for each and every part of the Open Space Area Works, the Woodland Works, the NEAP 1 Works and the NEAP 2 Works in accordance with the provisions of this Second Schedule (above) the Owner shall Manage and Maintain the same.
- 6.5 The Owner shall not cause, suffer or permit the Occupation of more than 1000 Dwellings until the Open Space Areas, the Woodland, NEAP 1 and NEAP 2 have been transferred by the Owner to the Management and Maintenance Body and/or the Management and Maintenance Body has contracted with the Owner to Manage and Maintain the same such transfer and/or contract to contain a covenant so as to bind the Open Space Areas, Woodland, NEAP 1 and NEAP 2 into whatsoever hands the same may come to Manage and Maintain the same in perpetuity and not to permit them to be used for anything other than public open space and to allow the public reasonable access thereto.
- 6.6 For the purposes of paragraph 6.5 of this Second Schedule (above) the Owner shall inform the Councils in writing of the completion of any such transfer or contract (as referred to in the said paragraph 6.5 of this Second Schedule (above)) within 5 Working Days and simultaneously provide the Councils with a copy of the relevant transfer or other contractual document.
- 6.7 Notwithstanding the provisions of Clause 7.8 of this Deed upon the completion of the transfer and/or contract referred to in paragraph 6.5 of this Second Schedule (above) the Owner shall continue to remain liable under paragraph 6.4 of this Second Schedule (above) for the Management and Maintenance of the Open Space Areas, the Woodland, NEAP 1 and NEAP 2 until such time as the Councils (acting reasonably) confirm in writing

that they are reasonably satisfied that the Management and Maintenance Body alone is sufficiently well established and funded to Manage and Maintain the same.

- 6.8 Following the completion of any transfer of the Open Space Areas, Woodland, NEAP 1 and NEAP 2 and/or any contract for the Management and Maintenance of the same pursuant to paragraph 6.5 of this Second Schedule (above) responsibility for the Management and Maintenance of the Open Space Areas, the Woodland, NEAP 1 and NEAP 2 shall not at any time thereafter be transferred to an Alternative Management and Maintenance Body unless the Councils have been given a minimum of 28 days advance written notice of the proposed transfer (such written notice to include full company details, memorandum and articles of association, references and financial information of the Alternative Management Body and an updated Open Space Areas and Woodland Management and Maintenance Plan) and the Councils (acting reasonably) have given written notification of their approval of the identity of the proposed Alternative Management and Maintenance Body and the updated Open Space Areas and Woodland Management and Maintenance Plan, such approval or notification that the Alternative Management and Maintenance Body is not approved to be given within one calendar month of receipt of the written notice of the proposed transfer.

7. **Off-Site Public Open Space Contribution**

- 7.1 To pay the Off-Site Public Open Space Contribution to the Councils and, in paying such sum comply with the provisions of paragraphs 7.2, 7.3 and 7.4 below.
- 7.2 Not to Practically Complete more than 400 Dwellings until £175,000 (one hundred and seventy five thousand pounds) of the Off-Site Public Open Space Contribution has been paid to the Councils and;
- 7.3 Not to Practically Complete more than 600 Dwellings until the remaining £175,000 (one hundred and seventy five thousand pounds) of the Off-Site Public Open Space Contribution has been paid to the Councils.
- 7.4 Each payment made by the Owner to the Councils pursuant to this paragraph 7 of this Second Schedule shall be paid to CBC and SRBC in the following proportions:
- 7.4.1 75% (seventy five per cent) of the relevant payment shall be paid to CBC; and
- 7.4.2 25% (twenty five per cent) of the relevant payment shall be paid to SRBC.

8. **Public Transport and Community Facilities Contribution**

- 8.1 To pay the Public Transport and Community Facilities Contribution to the Councils and, in paying such sum comply with the provisions of paragraphs 8.2 to 8.5 of this Second Schedule below.
- 8.2 Not to cause permit or suffer the Practical Completion of more than 250 Dwellings until £190,000 (one hundred and ninety thousand pounds) of the Public Transport and Community Facilities Contribution has been paid to the Councils.

- 8.3 Not to cause permit or suffer the Practical Completion of more than 500 Dwellings until a further £190,000 (one hundred and ninety thousand pounds) of the Public Transport and Community Facilities Contribution has been paid to the Councils.
- 8.4 Not to cause permit or suffer the Practical Completion of more than 750 Dwellings until the final £190,000 (one hundred and ninety thousand pounds) of the Public Transport and Community Facilities Contribution has been paid to the Councils
- 8.5 Each payment made by the Owner to the Councils pursuant to this paragraph 8 of this Second Schedule shall be paid to CBC and SRBC in the following proportions:
- 8.5.1 75% (seventy five per cent) of the relevant payment shall be paid to CBC; and
- 8.5.2 25% (twenty five per cent) of the relevant payment shall be paid to SRBC.

9. **Planning Officer Contribution**

- 9.1 To pay the Planning Officer Contribution to CBC and, in paying such sum comply with the provisions of paragraph 9.2 of this Second Schedule below.
- 9.2 The Planning Officer Contribution shall be paid to CBC in five equal instalments as follows:
- 9.2.1 On or before the date of the First RM Approval to pay to CBC £16,500 (sixteen thousand five hundred pounds) being the first instalment of the Planning Officer Contribution; and thereafter
- 9.2.2 On or before the anniversary of the date of payment of the first instalment of the Planning Officer Contribution pursuant to paragraph 9.2.1 (above) to pay to CBC a further £16,500 (sixteen thousand five hundred pounds), such payment then being repeated on an annual basis until the expiry of a period of four years from the date of the payment of the first instalment pursuant to paragraph 9.2.1 (above).

10. **Alker Lane Bridge**

- 10.1 Subject to paragraphs 10.3 and 10.4 of this Second Schedule (below) the Owner shall use all reasonable endeavours to comply with the Alker Lane Bridge Programme (including the execution and completion of all necessary legal agreements and works).
- 10.2 In complying with its obligations pursuant to paragraph 10.1 of this Second Schedule (above) the Owner agrees to keep the Councils fully informed of all steps taken pursuant to the Alker Lane Bridge Programme and this paragraph 10 and to provide the Councils with copies of all relevant documentation relating thereto.
- 10.3 For the avoidance of doubt, in seeking to comply with paragraph 10.1 of this Second Schedule the liability of the Owner shall not exceed the sum of £400,000 (four hundred thousand pounds).
- 10.4 If a period of five years from the date of the Commencement of Development has expired without the Owner having been able to secure the Dedication as Highway and Adoption of Alker Lane Bridge in accordance with this paragraph 10 of this Second Schedule then the Owner shall forthwith be released from his obligations under this paragraph 10 PROVIDED THAT:

10.4.1 The Owner shall have first produced written evidence to the Councils that it has used all reasonable endeavours to comply with the requirements of this paragraph 10 of this Second Schedule subject to the provisions of paragraph 10.3; and

10.4.2 The Councils have first issued a written notice to the Owner that they are reasonably satisfied that the evidence submitted by the Owner pursuant to paragraph 10.4.1 (above) confirms that the Owner has used all reasonable endeavours to comply with the requirements of this paragraph 10 of this Second Schedule subject to the provisions of paragraph 10.3.

11. **Group One Liaison Group**

11.1 Within 3 months of the date of this Deed the Owner shall submit to the Councils for their written approval a scheme for the formal establishment of a liaison group to be known as "the Group One Liaison Group".

11.2 The scheme for the creation of the Group One Liaison Group submitted to the Councils pursuant to paragraph 11.1 above shall include *inter alia* the following minimum requirements:

11.2.1 that membership of the Group One Liaison Group shall include representatives of the following persons:

- (a) the Owner;
- (b) the Councils;
- (c) any successor in title of the Owner to the Site who purchases a Phase or Sub-Phase for the purposes of developing the same pursuant to the Planning Permissions (or either of them);
- (d) any other person which, when considering the scheme submitted by the Owner pursuant to paragraph 11.1 of this Second Schedule (above), the Councils and the Owner reasonably consider should attend meetings of the Group One Liaison Group (should they accept an invitation to join the said Group One Liaison Group).

11.2.2 a requirement for the Group One Liaison Group to meet at least every two months from the date it is established pursuant to paragraph 11.3 of this Second Schedule until such time as the members of the Group One Liaison Group determine it is no longer necessary for it to meet PROVIDED THAT the Group One Liaison Group shall always have the discretion to resolve to meet less frequently at any time;

11.2.3 the proposed terms of reference and remit of the Group One Liaison Group which shall focus upon the consideration and discussion of all matters relating to and arising out of the Development together with the works undertaken pursuant to planning permission 09/00095/FULMAJ issued by CBC and planning permission 07/2009/0062/FUL issued by SRBC.

11.3 From the date of the Councils' written approval of the scheme submitted by the Owner pursuant to paragraph 11.1 of this Second Schedule (above) the Owner shall forthwith establish (in conjunction with the Councils and the other bodies referred to in paragraph

11.2.1 above) the Group One Liaison Group in accordance with the approved scheme and thereafter the Owner shall use all reasonable endeavours to ensure that the Group One Liaison Group operates in accordance with the said scheme at all times (subject to any amendments thereto agreed in writing by the Owner and the Councils from time to time).

11.4 The Owner and any successor in title of the Owner as referred to in paragraph 11.2.1(c) of this Second Schedule (above) shall attend and abide by the terms of reference of the Group One Liaison Group.

THIRD SCHEDULE

Councils' Covenants

1. The Councils hereby covenant with the Owner to use all sums received from the Owner under the terms of this Deed for the purposes specified in this Deed for which they are to be paid.
2. The Council(s) shall provide to the Owner 1 (one) calendar month's written notice of the intention to spend any sum or any part of any sum paid to the Council(s) by the Owner under this Deed together with written confirmation of what such sum will be used for.
3. The Councils covenant with the Owner that they will pay to the Owner such amount of any payment made by the Owner to the Councils under this Deed which has not been expended in accordance with the provisions of this Deed within ten years of the date of receipt by the Councils of such payment together with any interest accrued thereon for the period from the date of payment to the date of refund such repayment to be made within 10 Working Days of the end of the said period of ten years.
4. The Council(s) shall provide to the Owner such evidence as the Owner shall reasonably require in order to confirm the expenditure of the sums paid by the Owner under this Deed within 20 Working Days of receipt of such request.
5. At the written request of the Owner the Council(s) shall provide written confirmation of the discharge of the obligations contained in this Deed when satisfied that such obligations have been performed.
6. The Councils shall report to each meeting of the Group One Liaison Group on how the sums paid by the Owner under this Deed will be or have been expended.
7. CBC shall complete the transfer of the Primary School Land from the Owner to CBC within 3 months of CBC notifying the Owner pursuant to paragraph 3.2 of the Second Schedule of the passing of an Executive Board Resolution and on the terms set out in paragraph 3.2 of the Second Schedule.

FOURTH SCHEDULE

Alker Lane Bridge Programme

FIFTH SCHEDULE

Draft Planning Permissions

Draft Decision

OUTLINE PLANNING PERMISSION

Town and Country Planning Act 1990

Applicant:

Mr Richard Culmer
BAE Systems C/O Agent

Agent:

Mr Graham Trewthella
Cass Associates Studio 104 The Tea Factory 82 Wood Street Liverpool L1 4DQ

Application Number
08/00910/OUTMAJ

Date Received
13 August 2008

The Development:

Outline planning application for the redevelopment of land at Group One (Site Area 54.34 Hectares), Royal Ordnance Site, Chorley for mixed use development comprising housing and commercial uses (including uses A1, A2, A3, B1, B2, C1, C2 and C3 of the Town and Country Planning (Use Classes) (Amendment) (England) Order 2006) and associated landscape treatment and highway works.

Location:

Group 1 Euxton Lane Euxton Lancashire

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

1. Any application for approval of reserved matters (as defined in Condition 2 below) for all Phases identified on the approved Master-plan reference 895/97A must be made to the Council not later than the expiration of ten years beginning with the date of this decision notice. Each Phase or Sub-Phase (as defined in Condition 3 below) of the development shall be begun within two years of the date of the Reserved Matters Approval relating to that Phase or Sub-Phase or in the case of approval of reserved matters on different dates the date of the final approval of the last of such matters to be approved.

Reason: Required to be imposed by Section 92 of the Town and Country Planning Act 1990 as amended by Section 51 of the Planning and Compulsory Purchase Act 2004.

2. Subject to Condition 3 (below) before any Phase of the development (as identified on the approved Master-plan reference 895/97A) or a Sub-Phase of a Phase (as defined by Condition 3 (below)) hereby permitted is first commenced, full details of all reserved matters relating to that Phase or Sub-Phase (namely the appearance, layout, scale and landscaping of the site) shall be submitted to and approved in writing by the Local Planning Authority. Approval of the reserved matters shall be obtained from the Local Planning Authority in writing for each Phase or Sub-Phase of the development before each respective Phase or Sub-Phase of the development (excluding works of demolition, site remediation and archaeological investigation) is commenced, unless otherwise agreed in writing by the Local Planning Authority.

Reason: Required to be imposed by Section 92 of the Town and Country Planning Act 1990 as amended by Section 51 of the Planning and Compulsory Purchase Act 2004

3. Any application for approval of reserved matters of a Sub-Phase of a Phase shall not be submitted for approval pursuant to Condition 2 (above) unless there has first been submitted to and approved in writing by the Local Planning Authority a plan showing the extent of the proposed Sub-Phase for which reserved matters are to be submitted. For the purposes of this planning permission, all references to a Sub-Phase or Sub-Phases shall be to a Sub-Phase or Sub-Phases as shown on a plan approved by the Local Planning Authority pursuant to this Condition 3.

Draft Decision

4. The development hereby permitted shall be carried out in accordance with the approved Master-plan (reference 895/97A received 28th August 2009), the approved Building Density plan (reference 895/94 received 28th August 2009), the approved Building Heights plan (reference 895/98 received 28th August 2009), the approved Phasing Plan (reference 895/93A received 28th August 2009) and the approved Land Use Plan (reference 895/89A received 28th August 2009) unless otherwise agreed in writing by the Local Planning Authority. Additionally the development shall be carried out in accordance with the approved Development Profile by Phase dated 28th August 2009, unless otherwise agreed in writing by the Local Planning Authority.

Reason: To ensure an acceptable form of development for the site within the parameters of the Environmental Impact Assessment which accompanied the application.

5. Prior to the submission of any reserved matters applications on the site pursuant to Condition 2 a Design Code shall be submitted to and approved in writing by the Local Planning Authority. This Design Code shall be produced in accordance with the Design and Access Statement dated August 2008 and the Supplementary Report to the Design and Access Statement dated January 2009. The Design Code shall include the design principles for the whole of the site and will incorporate, amongst other elements,:

- The Master-plan for the site
- Specific character areas incorporating detailing design requirements
- A highway hierarchy and design considerations including the alignment of the main road through the site linking Central Avenue to the A49
- A greenspace and landscape structure
- A movement framework
- Layout considerations
- Parking and garaging
- Appropriate building and hardsurfacing materials
- Details of appropriate boundary treatments
- Lighting
- Signage and signposting
- Sustainability
- Details of the laying of services, drainage and cables
- Bin storage and rubbish collection
- Ecology and nature conservation

Each reserved matters application thereafter shall be submitted in accordance with the Approved Design Code unless otherwise agreed in writing by the Local Planning Authority.

Reason: To ensure a comprehensive approach to the development of this site is achieved and in the interests of the proper planning of the site. In accordance with Policy GN2 of the Adopted Chorley Borough Local Plan Review

6. Prior to the commencement of the development and the submission of any reserved matters application pursuant to Condition 2 the following details shall be submitted to and approved in writing by the Local Planning Authority:

- Foul and surface water drainage
- Surface water strategy including details of the attenuation ponds
- Nature conservation and enhancement works including details of the proposed ponds
- Provision and layout of public open space
- Provision of footpath and cycle links
- Existing and proposed levels
- Tree works and tree protection measures

Each and every reserved matters application shall be submitted in accordance with the approved details. The development thereafter shall be carried out in accordance with the approved details unless otherwise agreed in writing by the Local Planning Authority.

Reason: In the interests of the proper and comprehensive planning of the site to create a high quality sustainable development. In accordance with Policy GN2 of the Adopted Chorley Borough Local Plan Review.

Draft Decision

7. Prior to the commencement of the development a Travel Plan for the site shall be submitted to and approved in writing by the Local Planning Authority. The Plan shall be generally in accordance with document submitted with the application entitled The Measures to Promote Sustainable Travel prepared by Singleton Clamp & Partners. The development thereafter shall be carried out in accordance with the approved details unless otherwise agreed in writing by the Local Planning Authority.

Reason: To reduce the number of car borne trips and to encourage the use of public transport and to accord with Policies TR1 and TR4 of the Adopted Chorley Borough Local Plan Review.

8. Prior to the commencement of the development a movement strategy shall be submitted to and approved in writing by the Local Planning Authority. The strategy shall include details of the road hierarchy through the site and the footpath/ cycle linkages through the site. The development thereafter shall be carried out in accordance with the approved movement strategy unless otherwise agreed in writing by the Local Planning Authority.

Reason: In the interests of the proper development of the site and to promote connectivity through the site and with the adjacent/ nearby existing Villages. In accordance with Policy GN2 of the Adopted Chorley Borough Local Plan Review

9. Prior to the commencement of the development a landscape strategy shall be submitted to and approved in writing by the Local Planning Authority. The strategy shall include details of the informal open space and the structure planting along the southern and western boundaries of the site. In particular the strategy shall detail the phasing of the tree removal along the southern railway boundary, details of the phasing of the replacement tree planting along the southern boundary and the type and size of trees to be planted along the southern boundary. All reserved matters application shall be submitted in accordance with the approved landscape strategy and the development thereafter shall be carried out in accordance with the approved landscape strategy, unless otherwise agreed in writing by the Local Planning Authority

Reason: In the interests of the proper development of the site. In accordance with Policy GN2 of the Adopted Chorley Borough Local Plan Review

10. No development shall commence until full details of the proposed footpath/cycle link underneath the bridge at the south-east corner of the site have been submitted to and approved in writing by the Local Planning Authority. No dwelling constructed on the site shall be occupied until the footpath/ cycle link has been provided in accordance with the approved details unless otherwise agreed in writing by the Local Planning Authority.

Reason: In the interests of the proper development of the site and to promote connectivity through the site and with the adjacent Buckshaw Village. In accordance with Policy GN2 of the Adopted Chorley Borough Local Plan Review

11. Prior to the commencement of the development a surface water drainage strategy (including a surface water attenuation strategy) shall be submitted to and approved in writing by the Local Planning Authority. The drainage of the site shall thereafter be fully implemented and completed in accordance with the approved strategy, unless otherwise agreed in writing by the Local Planning Authority

Reason: To enable the Local Authority to assess the effects of the proposed development on flood defence/ land drainage. In accordance with Policy EP18 of the Adopted Chorley Borough Local Plan Review and Government advice contained in PPS25: Development and Flood Risk

12. Prior to the commencement of the development full details to measures to reduce dust and particulate matter resulting from the construction works shall be submitted to and approved in writing by the Local Planning Authority. The details submitted shall be in accordance with the submitted Environmental statement (Pages 101 and 102) which detail the mitigation measures to be employed at the site during the construction activities. The development thereafter shall be carried out in accordance with the approved details, unless otherwise agreed in writing by the Local Planning Authority

Reason: To reduce the amount of dust and particulate matter created as a part of the development of the site, in order to minimise the air quality impacts and to provide adequate mitigation measures to reduce dust production. In accordance with Policy EP21 of the Adopted Chorley Borough Local Plan Review

Draft Decision

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

Reason: To ensure a visually satisfactory form of development, to provide reasonable standards of privacy to residents and in accordance with Policy Nos. GN5, HS4 and EM2 of the Adopted Chorley Borough Local Plan Review

14. Samples of all external facing materials to the proposed buildings (notwithstanding any details shown on previously submitted plans and specification) for each Phase or Sub-Phase shall be submitted to and approved in writing by the Local Planning Authority prior to the commencement of development of that Phase or Sub-Phase. The development of each Phase or Sub-Phase shall only be carried out using the external facing materials for that Phase or Sub-Phase approved pursuant to this Condition, unless otherwise agreed in writing by the Local Planning Authority

Reason: To ensure that the materials used are visually appropriate to the locality and in accordance with Policy Nos. GN5 and HS4 of the Adopted Chorley Borough Local Plan Review

15. Full details of the colour, form and texture of all hard ground- surfacing materials (notwithstanding any such detail shown on previously submitted plans and specification) for each Phase or Sub-Phase shall be submitted to and approved in writing by the Local Planning Authority prior to the commencement of that Phase or Sub-Phase of development. The development of that Phase or Sub-Phase shall only be carried out using the approved materials. The development shall only be carried out in conformity with the approved details unless otherwise agreed in writing by the Local Planning Authority

Reason: To ensure a satisfactory form of development in the interest of the visual amenity of the area and in accordance with Policy Nos. GN5 and HS4 of the Adopted Chorley Borough Local Plan Review.

16. No Phase or Sub-Phase of the development shall commence until a scheme detailing the on-site measures to be installed and implemented so as to reduce carbon emissions, by the figure set out in policy SR1 of the Sustainable Resources DPD at the time of commencement of each individual plot, by means of low carbon sources has been submitted to and approved in writing by the Local Planning Authority for that Phase or Sub-Phase. The submitted scheme shall also include full details of the predicted energy use of the development expressed in terms of carbon emissions (if no data specific to the application is available benchmark data will be acceptable) and how energy efficiency is being addressed, for example, amongst other things through the use of passive solar design. The approved details shall be fully implemented and retained in perpetuity unless otherwise agreed in writing by the Local Planning Authority.

Reason: To ensure the proper planning of the area. In accordance with Government advice contained in Planning Policy Statement: Planning and Climate Change - Supplement to Planning Policy Statement 1 and in accordance with Policies EM16, and EM17 of the North West Regional Spatial Strategy and Policy SR1 of Chorley Borough Council's Adopted Sustainable Resources Development Plan Document and Sustainable Resources Supplementary Planning Document.

Draft Decision

17. Each and every application for approval of Reserved Matters pursuant to Condition 2 shall demonstrate and provide full details of how the design and layout of the buildings will withstand climate change. The details shall include details of the proposed Code for Sustainable Homes Level, how the proposals minimise energy use and maximise energy efficiency. All dwellings commenced after 1st January 2010 will be required to meet Code Level 3, all dwellings commenced after 1st January 2013 will be required to meet Code Level 4 and all dwellings commenced after 1st January 2016 will be required to meet Code Level 6 of the Codes for Sustainable Homes. No Phase or Sub-Phase of the development shall commence until the scheme has been submitted to and approved in writing by the Local Planning Authority. The approved details shall be fully implemented and retained in perpetuity unless otherwise agreed in writing by the Local Planning Authority.

Reason: To ensure the proper planning of the area. In accordance with Government advice contained in Planning Policy Statement: Planning and Climate Change - Supplement to Planning Policy Statement 1 and in accordance with Policies EM16 and EM17 of the North West Regional Spatial Strategy and Policy SR1 of Chorley Borough Council's Adopted Sustainable Resources Development Plan Document and Sustainable Resources Supplementary Planning Document.

18. Each application for approval of reserved matters pursuant to Condition 2 shall be accompanied by full details of existing and proposed ground levels and proposed building slab levels (all relative to ground levels adjoining the site), notwithstanding any such detail shown on previously submitted plans. Each Phase or Sub-Phase of the development shall only be carried out in conformity with the approved level details.

Reason: To protect the appearance of the locality, in the interests of the amenities of local residents and in accordance with Policy Nos. GN5, EM2 and HS4 of the Adopted Chorley Borough Local Plan Review

19. Each application for approval of Reserved Matters for the commercial premises shall be accompanied by full details of any fixed mechanical plant being used on the premises. The plant shall be enclosed with sound insulating material and mounted in a way which will minimise transmission of structure and air borne sound. The agreed measures shall be, thereafter, retained and maintained for the duration of the approved use unless otherwise agreed in writing by the Local Planning Authority.

Reason: To ensure that noise generation is minimised on the site, to protect the amenities of the future and existing residents and in accordance with Policy EP20 of the Adopted Chorley Borough Local Plan Review.

20. Each application for approval of Reserved Matters for the B1 office accommodation shall be accompanied by a scheme to demonstrate that the following internal noise levels will not be exceeded within any proposed open plan offices: LAeq,T 45-50 dB. No part of the offices shall be occupied until the scheme has been implemented in accordance with the approved details and shall be maintained in perpetuity unless otherwise agreed in writing by the Local Planning Authority.

Reason: To ensure that noise generation is minimised on the site and in accordance with Policy EP20 of the Adopted Chorley Borough Local Plan Review.

21. Any application for approval of reserved matters of a Phase or Sub-Phase pursuant to Condition 2 (above) shall include the submission for approval of a Tree Constraints Plan which gives full details of all existing trees within that Phase or Sub-Phase which are proposed to be retained in accordance with the tree survey approved pursuant to planning approval reference 09/00095/FULMAJ and the measures which will be implemented in order to secure their protection during the course of the development and retention thereafter. No development in any phase or sub-phase shall commence until the approved tree protection measures have been put in place and the development of the relevant Phase or Sub-Phase shall thereafter proceed in full accordance with the approved Tree Constraints Plan for that Phase or Sub-Phase, unless otherwise agreed in writing by the Local Planning Authority.

Reason: To safeguard the trees to be retained and in accordance with Policy Nos. EP9 of the Adopted Chorley Borough Local Plan Review

Draft Decision

22. Prior to the commencement of the development full details of the phasing of the remediation of the site shall be submitted to and approved in writing by the Local Planning Authority. The remediation and reclamation thereafter shall be carried out in accordance with the approved phasing, the planning permission reference 09/00095/FULMAJ and in accordance with the submitted remediation strategy (Report Ref: B0031-02-R9-B), unless otherwise agreed in writing by the Local Planning Authority.

Reason: To protect the environment and prevent harm to human health by ensuring that the land is remediated to an appropriate standard for the proposed end use and in accordance with Government advice contained in PPS23: Planning and Pollution Control

23. If, during development, contamination not previously identified is found to be present at the site then development shall immediately cease and no further development (unless otherwise agreed in writing with the Local Planning Authority) shall be carried out until the developer has submitted, and obtained written approval from the Local Planning Authority for, an amendment to the Method Statement which forms part of Report Ref: B0031-02-R9-B detailing how this unsuspected contamination shall be dealt with. The development thereafter shall be carried out in accordance with the approved method statement.

Reason: To protect the environment and prevent harm to human health by ensuring that the land is remediated to an appropriate standard for the proposed end use and in accordance with Government advice contained in PPS23: Planning and Pollution Control

24. No Phase or Sub-Phase of the development shall be commenced until a validation report, pursuant to condition 22 above, containing any validation sampling results for that Phase or Sub-Phase have been submitted to and approved in writing by the Local Planning Authority. The report shall include results of sampling and monitoring carried out in accordance with the approved verification plan to demonstrate that the site remediation criteria have been met. It should also include any plan (a long term management and maintenance plan) for longer term monitoring of pollutant linkages, maintenance and arrangements for contingency action, as identified in the verification plan. The development thereafter shall be carried out in accordance with the approved management and maintenance of the plan, unless otherwise agreed in writing by the Local Planning Authority.

Reason: To protect the environment and prevent harm to human health by ensuring that the land is remediated to an appropriate standard for the proposed end use and in accordance with Government advice contained in PPS23: Planning and Pollution Control

25. No Phase or Sub-Phase of the development shall be commenced until details of the proposed site compound and cabin locations for that relevant Phase or Sub-Phase of the development have been submitted to and approved in writing by the Local Planning Authority. Site compounds and cabins shall be located in accordance with the approved details, unless otherwise agreed in writing by the Local Planning Authority.

Reason: In the interests of the visual amenities of the site and to ensure the sitings do not adversely impacts on the assets of the site. In accordance with Policy GN5 of the Adopted Chorley Borough Local Plan Review.

26. Prior to the importation or use of any recycled subsoil and/or topsoil material on the proposed development site, a report detailing the sampling regime and laboratory analysis results of the material shall be submitted to and approved in writing by the Local Planning Authority.

Reason: To protect the environment and prevent harm to human health by ensuring that the land is remediated to an appropriate standard for the proposed end use and in accordance with Government advice contained in PPS23: Planning and Pollution Control

27. Before the development of any Phase or Sub-Phase hereby permitted is first commenced full details and technical specifications of the ground gas protection measures to be incorporated into the proposed buildings shall be submitted to and approved in writing by the Local Planning Authority. The details and specifications must follow best practice guidance such as that presented in CIRIA Report C665 (2007) *Assessing risks posed by hazardous ground gases to buildings*.

Reason: To protect future occupiers from the ingress of landfill gas and in accordance with Government advice contained in PPS23: Planning and Pollution Control

Draft Decision

28. No development shall be commenced until full details of the proposed temporary access road, served from Central Avenue, to serve the development have been submitted to and approved in writing by the Local Planning Authority, (the details to include consideration to all travel modes including pedestrian and cycle access). No more than 330 dwellings or 14,300 square metres of commercial floorspace, whichever occurs first, shall be occupied until the temporary access road has been closed, the access road is cleared from the site and the junction with Central Avenue (shown on plan reference SCP/06047/SK006 received 28th August 2009) has been constructed in accordance with the approved plan SCP/06047/SK006 and is open to public traffic, unless otherwise agreed in writing by the Local Planning Authority.

Reason: In the interests of highway safety and in accordance with Policy TR4 of the Adopted Chorley Borough Local Plan Review.

29. No part of the development which is accessed from the A49, indicated on the approved Master-plan reference 895/97A, shall be commenced until the A49 access has been constructed in accordance with approved plan reference SCP/06047/SK005 received 28th August 2009 unless otherwise agreed in writing by the Local Planning Authority.

Reason: In the interests of highway safety and in accordance with Policy TR4 of the Adopted Chorley Borough Local Plan Review.

30. No development shall take place until full details of the main road through the site between the junction on Central Avenue and the junction on the A49 have been submitted to and approved in writing by the Local Planning Authority. Thereafter Phase 2 of the development, as shown on the Master-plan (reference 895/97A dated 28th August 2009), shall not be commenced until the main road through the site has been constructed between the junction on Central Avenue and the junction on the A49 in accordance with the approved details and is open to public traffic.

Reason: In the interests of highway safety and in accordance with Policy TR4 of the Adopted Chorley Borough Local Plan Review.

31. No more than 330 dwellings or 14,300 square metres of commercial floorspace, whichever occurs first, shall be occupied until the improvements to Dawson Lane/ Central Avenue Junction shown on plan reference SCP/06047/SK008 received 20th March 2009, and the Hayrick Lane Marking Improvements, plan reference SCP/06047/SK007 received 20th March 2009, have been completed in accordance with the approved details, unless otherwise agreed in writing by the Local Planning Authority.

Reason: In the interests of highway safety and in accordance with Policy TR4 of the Adopted Chorley Borough Local Plan Review.

32. Prior to the commencement of the development a programme of archaeological work, for the area of the site detailed on plan reference 895/99, received 2nd September 2009, shall be submitted to and approved in writing by the Local Planning Authority. No work in the area defined on plan reference 895/99 received on 2nd September 2009 shall take place until the approved archaeological scheme of investigation has been completed in accordance with the approved details.

Reason: The site is situated within an area of known archaeological interest and, as such, the site should be appropriately excavated and the remains recorded and in accordance with Policy Nos. HT11 and HT12 of the Adopted Chorley Borough Local Plan Review.

33. A scheme of landscaping for each Phase or Sub-Phase shall be submitted and agreed in writing prior to the commencement of that Phase or Sub-Phase of development. The scheme shall indicate the types and numbers of trees and shrubs to be planted, their distribution on the site, those areas to be seeded, paved or hard landscaped, detail any changes of ground level and shall be in accordance with the approved landscape strategy pursuant to conditions four and five. Landscaping and restoration schemes should aim to protect, enhance, expand and connect existing habitats and Biological Heritage Sites and re-establish habitats between the Biological Heritage Sites and the development site. Landscaping and restoration schemes should also aim to contribute to targets specified in the UK and Lancashire Biodiversity Action Plans. Landscaping proposals should comprise only native plant communities appropriate to the natural area.

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

Draft Decision

34. All planting, seeding or turfing comprised in the approved details of landscaping pursuant to Condition 33 above shall be carried out in the first planting and seeding seasons following the occupation of any buildings or the completion of the development within the relevant Phase or Sub-Phase, whichever is the earlier, and any trees or plants which within a period of 5 years from the completion of the development die, are removed or become seriously damaged or diseased shall be replaced in the next planting season with others of similar size and species, unless the Local Planning Authority gives written consent to any variation.

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

35. During the construction period, all trees to be retained shall be protected by 1.2 metre high fencing as specified in paragraph 8.2.2 of British Standard BS5837:2005 at a distance from the tree trunk equivalent to the outermost limit of the branch spread, or at a distance from the tree trunk equal to half the height of the tree (whichever is further from the tree trunk), or as may be first agreed in writing with the Local Planning Authority. No construction materials, spoil, rubbish, vehicles or equipment shall be stored or tipped within 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 and in accordance with Policy Nos. EP9 of the Adopted Chorley Borough Local Plan Review.

36. All vehicles, plant, equipment and other machinery used in connection with the construction phase of the site shall be equipped with effective silencing or soundproofing equipment to the standard of design set out in the manufacturers original specification and to a standard which has previously been agreed in writing by the Local Planning Authority. The vehicles, plant, equipment and other machinery shall be maintained in accordance with the approved details at all times unless otherwise agreed in writing by the Local Planning Authority.

Reason: To safeguard the amenities of local residents, to protect nearby noise sensitive buildings and in accordance with Policy Nos. EP20 of the Adopted Chorley Borough Local Plan Review.

37. Prior to the occupation of the dwellinghouses hereby permitted a scheme demonstrating that the following internal noise levels will not be exceeded within any of the dwellinghouses: LAeq 2300-0700hrs = 35dB, LAmax 2300-0700 hrs = 45dB, shall be submitted to and approved in writing by the Local Planning Authority. The dwellinghouses shall not be occupied until the approved scheme has been implemented in accordance with the approved details. The approved measures shall be maintained in perpetuity unless otherwise agreed in writing by the Local Planning Authority.

Reason: To safeguard the amenities of the future residents and in accordance with Policy Nos. EP20 of the Adopted Chorley Borough Local Plan Review.

38. The construction works associated with the development hereby permitted shall not take place except between the hours of:

- 0800 hrs to 1800 hrs Monday to Friday
- 0800 hrs to 1300 hrs on Saturdays.

No construction activities shall take place on Sundays or Bank Holidays. These construction hours shall be adhered to during the development of the whole site unless otherwise agreed in writing by the Local Planning Authority.

Reason: To safeguard the amenities of local residents, to protect nearby noise sensitive buildings and in accordance with Policy Nos. EP20 of the Adopted Chorley Borough Local Plan Review.

39. The B2 use hereby permitted shall be restricted to the hours between 8am and 6pm on weekdays, between 8am and 1pm on Saturdays and there shall be no operation on Sundays or Bank Holidays.

Reason: To safeguard the amenities of local residents and in accordance with Policy Nos. EM2 of the Adopted Chorley Borough Local Plan Review.

Draft Decision

40. The Class A1 retail floorspace hereby permitted shall not exceed 1,000 square metres/ 10,765 square feet gross.

Reason: To enable the provision of the needs of the development to be met on the site in the interests of sustainability without adverse effects on nearby centres.

41. Notwithstanding the provisions of Town and Country Planning (Use Classes) Order 1987 or any provision in any statutory instrument revoking and re-enacting that Order with or without modification) no part of the Use Class A2 (Financial Institution) floorspace shall be permitted to be used for Use Class A1 (retail) unless otherwise agreed in writing by the Local Planning Authority.

Reason: To control the extent of retail development on the site in the interests of protecting nearby local centres.

42. No dwellings shall be occupied with 25 metres of the two Neighbourhood Equipped Areas for Play (as identified on the Master-plan reference 895/97A received 28th August 2009) until the play area has been constructed and completed in accordance with plans which have previously been submitted to and approved in writing by the Local Planning Authority, unless otherwise agreed in writing by the Local Planning Authority

Reason: To ensure the provision of equipped play space to benefit the future occupiers of the site and in accordance with Policy HS19 of the Adopted Chorley Borough Local Plan Review.

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

Reason: To secure proper drainage and in accordance with Policy Nos. EM2 of the Adopted Chorley Borough Local Plan Review.

44. No development of Phase 2, detailed on Master-plan reference 895/97A received 28th August 2009, shall commence until the works to the landfill zone adjacent to the site have been completed in accordance with planning permission 09/00058/CTY, unless otherwise agreed in writing by the Local Planning Authority

Reason: To ensure that adequate ecological mitigation is provided in a specified time scale for the ecological impacts of the remediation and redevelopment of the site. In accordance with Government advice contained in PPS9: Biodiversity and Geological Conservation and in accordance with Policies EP4 and EP9 of the Adopted Chorley Borough Local Plan Review.

45. Prior to the commencement of any phase or sub phase of development, proposed measures to prevent long-term impacts on adjacent Biological Heritage Sites and other habitats shall be submitted for approval by the planning authority. This shall include measures to prevent the establishment of informal access routes into sensitive habitats, measures to prevent trampling or other recreational pressures on sensitive habitats, prevention of garden waste tipping or extension of gardens into sensitive habitats, measures to prevent colonization of Biological Heritage Sites and other habitats by exotic/non-native species, measures to reduce the likely impacts of domestic pets on sensitive habitats and associated species and measures to reduce negative impacts of edge effects on semi-natural habitats. The development thereafter shall be carried out in accordance with the approved details unless otherwise agreed in writing by the Local Planning Authority.

Reason: to provide long-term protection to Biological Heritage Sites and semi-natural habitats and to ensure compliance with Government advice contained in PPS9 and Policies EM1 and DP7 of the Regional Spatial Strategy

46. The 1.2 hectare piece of land safeguarded for the provision of a primary school, in accordance with the associated Section 106 Agreement, (shown on the attached plan) will be grassed and maintained in accordance with a scheme which has been submitted to and approved in writing by the Local Planning Authority prior to the occupation of any dwellinghouse/ commercial unit. This area of land will be maintained in accordance with the approved details until the occupation of 600th property/ for a period of 10 years from the grant of the first reserved matters approval (whichever is the later).

Reason: In the interests of the visual amenities of the area and in accordance with Policy GN5 of the Adopted Chorley Borough Local Plan Review.

Draft Decision

47. Within 12 months of the date of this planning approval a Habitat Management Plan for the area of Ancient Woodland within the site shall be submitted to and approved in writing by the local Planning Authority. As well as nature conservation management methods, the management plan shall address measures to control and offset potential long-term impacts on habitats, including impacts that may result from recreational pressure. The management plan shall also include a monitoring scheme and periodic review of management prescriptions. The Management Plan shall cover a period of 25 years following the completion of the remediation and reclamation works. The Management Plan thereafter shall be implemented in accordance with the approved details unless otherwise agreed in writing by the Local Planning Authority.

Reason: To ensure the satisfactory management, maintenance and retention of habitats. In accordance with Government advice contained in PPS9: Biodiversity and Geological Conservation, Policies EM1 and DP7 of the Regional Spatial Strategy and Policies EP2 and EP9 of the Adopted Chorley Borough Local Plan Review

Please Note the comments from the Environment Agency:

- Any works to watercourses within/ adjacent to the site which involve infilling, diverting, culverting or may otherwise restrict flow, require the prior formal consent of the Environment Agency under Section 23 of the Land Drainage Act 1991. Culverting other than for access purposes is unlikely to receive consent, without full mitigation for loss of flood storage and habitats.
- We recommend that attenuation is achieved by use of a Sustainable Urban Drainage System
- We recommend that the developer considers the following, as part of the scheme:
 - Water management in the development, including dealing with grey waters
 - Use of sustainable forms of construction including recycling of materials
 - Energy efficient building

Please note the comments from United Utilities:

- details of water supply requirements for the B2 Industrial units are required
- The applicant should be instructed to contact our Water Fittings Section at Warrington North WwTW, Gatewarth Industrial Estate, off Liverpool Road, Sankey Bridges, Warrington, WA5 2DS.
- A separate metered supply to each unit will be required at the applicant's expense and all internal pipework must comply with current water supply (water fittings) regulations 1999.
- Should this planning application be approved, the applicant should contact our Service Enquiries on 0845 7462200 regarding connection to the water mains/public sewers
- Surface water should discharge directly in to the adjacent watercourse and may require the consent of the Environment Agency. If surface water is allowed to be discharged to the public surface water sewerage system we may require the flow to be attenuated to a maximum discharge rate determined by United Utilities.
- The applicant must discuss full details of the site drainage proposals with John Lunt contact No. 01925 537174.
- If any sewers on this development are proposed for adoption then the developer should contact our Sewer Adoptions Team on 01925 428266.
- United Utilities will only consider the adoption of surface water sewers draining to a balancing pond (as opposed to any other SUDS structure), providing the following conditions are met: -
 - The Local Authority takes responsibility for the maintenance of the pond
 - The freehold of the land on which the pond lies is transferred to the Local Authority
 - United Utilities is provided with a deed of "Grant of Rights" to discharge into the pond in perpetuity. Such a deed would necessarily contain provisions against development within the balancing pond, and against altering its topography, or making connections to it.
 - That measures have been taken to prevent flooding of properties
 - That a legal agreement is in place between all parties.
- A section 104 (Water Industry Act 1991) agreement for the surface water sewers draining to the balancing pond, will not be entered into until every condition described above has been met.
- Prior to the approval of any planning application incorporating SUDS features, a meeting must be arranged to formally discuss the proposal. Any such meeting should include a representative from United Utilities, the Local Authority Drainage Department and the applicant.

Draft Decision

- United Utilities offers a fully supported mapping service at a modest cost for our electricity, water mains and sewerage assets. This is a service, which is constantly updated by our Map Services Team (Tel No: 0870 7510101) and I recommend that the applicant give early consideration in project design as it is better value than traditional methods of data gathering. It is, however, the applicant's responsibility to demonstrate the exact relationship on site between any assets that may cross the site and any proposed development.

Please Note to following comments from Network Rail:

- All surface and foul water arising from the proposed works must be collected and diverted away from Network Rail property. In the absence of detailed plans all soak-aways must be located so as to discharge away from the railway infrastructure.
- All operations, including the use of cranes or other mechanical plant working adjacent to Network Rail's property, must at all times be carried out in a "fail safe" manner such that in the event of mishandling, collapse or failure, no materials or plant are capable of falling within 3.0m of the nearest rail of the adjacent railway line, or where the railway is electrified, within 3.0m of overhead electrical equipment or supports.
- All excavations/ earthworks carried out in the vicinity of Network Rail property/ structures must be designed and executed such that no interference with the integrity of that property/ structure can occur.
- Security of the railway boundary will require to be maintained at all times. If the works require temporary or permanent alterations to the mutual boundary the applicant must contact Network Rail's Territory Outside Parties Engineer.
- An Armco or similar barrier should be located in positions where vehicles may be in a position to drive into or roll onto the railway or damage the lineside fencing. Network Rail's existing fencing/ wall must not be removed or damaged. Given the considerable number of vehicle movements likely provision should be made at each turning area/roadway/car parking area adjacent to the railway.
- Because of the nature of the proposed developments we consider that there will be an increased risk of trespass onto the railway. The Developer must provide a suitable trespass proof fence adjacent to Network Rail's boundary (minimum approx. 1.8m high) and make provision for its future maintenance and renewal. Network Rail's existing fencing / wall must not be removed or damaged.
- Method statements may be required to be submitted to Network Rail's Territory Outside Parties Engineer at the below address for approval prior to works commencing on site. Where appropriate an asset protection agreement will have to be entered into. Where any works cannot be carried out in a "fail-safe" manner, it will be necessary to restrict those works to periods when the railway is closed to rail traffic i.e. "possession" which must be booked via Network Rail's Territory Outside Parties Engineer and are subject to a minimum prior notice period for booking of 20 weeks. Generally if excavations/piling/buildings are to be located within 10m of the railway boundary a method statement should be submitted for NR approval.
- Consideration should be given to ensure that the construction and subsequent maintenance can be carried out to any proposed buildings or structures without adversely affecting the safety of, or encroaching upon Network Rail's adjacent land, and therefore all/any building should be situated at least 2 metres from Network Rail's boundary. This will allow construction and future maintenance to be carried out from the applicant's land, thus avoiding provision and costs of railway look-out protection, supervision and other facilities necessary when working from or on railway land. The Developer should be aware that any development for residential use adjacent to an operational railway may result in neighbour issues arising. Consequently every endeavour should be made by the developer to provide adequate soundproofing for each dwelling.
- Where trees/shrubs are to be planted adjacent to the railway boundary these shrubs should be positioned at a minimum distance greater than their predicted mature height from the boundary. Certain broad leaf deciduous species should not be planted adjacent to the railway boundary.
- Where new lighting is to be erected adjacent to the operational railway the potential for train drivers to be dazzled must be eliminated. In addition the location and colour of lights must not give rise to the potential for confusion with the signalling arrangements on the railway.
- Network Rail is required to recover all reasonable costs associated with facilitating these works.

Draft Decision

The approved plans are:

Plan Ref.	Received On:	Title:
895/P/02	April 2008	Location Plan in Wider Context
SCP/06047/SK008	20th March 2009	Potential Improvements at Dawson Lane/ Central Avenue Junction
SCP/06047/SK007	20th March 2009	Proposed Hayrick Lane Marking Improvements
895/93A	28 th August 2009	Phasing Plan
895/94	28 th August 2009	Building Density Plan
895/98	28 th August 2009	Building Heights Plan
895/89A	28 th August 2009	Land Use Plan
SCP/06047/SK006C	28 th August 2009	Proposed Eastern Site Access Arrangement with Central Avenue and Buckshaw Link Rd
SCP/06047/SK005A	28 th August 2009	Proposed Western Access Arrangement with the
A49895/97A28 th August 2009		Master-plan overlaid with Indicative Phasing

This decision has been made having regard to :

- The policies of the Development Plan which comprises the Regional Planning Guidance for the North West (2003) and the Adopted Chorley Borough Local Plan Review (2003); and
- All other relevant planning guidance, including supplementary planning guidance.

Signed:

Date:

Jane E. Meek BSc (Hons) DipTP MRTPI
Corporate Director (Business), Civic Offices, Union Street, Chorley, Lancashire, PR7 1AL

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

**SOUTH RIBBLE BOROUGH COUNCIL
PLANNING AND HOUSING DEPARTMENT**

Town and Country Planning Act 1990
Town and Country Planning (General Development Procedure) Order 1995

OUTLINE PLANNING PERMISSION

REFERENCE NUMBER: 07/2008/0641/OUT

DATE OF APPLICATION: 13 August 2008

APPLICANT: BAE Systems
C/o Agent

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

PARTICULARS AND LOCATION OF DEVELOPMENT:

Outline planning application for the re-development of the land at Group One (site area 54.34ha), Royal Ordnance, site Chorley for a mixed use development comprising housing and commercial uses (including uses within Classes A1, A2, B1, D2, C1, C2 and C3 of the Town and Country Planning (Use Classes) (Amendment) (England) Order 2006) and associated landscape treatment and highway works.

at:

Group One Land To The West Of Central Avenue, Royal Ordnance Site, Chorley, Lancashire, PR7 7ED

The South Ribble Borough Council hereby give notice in pursuance of the provisions of the Town and Country Planning Act 1990 that **outline planning permission has been granted** for the carrying out of the development referred to above in accordance with the application and plans submitted or other such amended plans that may be agreed in writing by the Local Planning Authority subject to the following conditions:

1. Any application for approval of reserved matters (as defined in Condition 2 below) for all Phases identified on the approved Masterplan reference 895/97A must be made to the Council not later than the expiration of ten years beginning with the date of this decision notice. Each Phase or Sub-Phase (as defined in Condition 3 below) of the development shall be begun within two years of the date of the Reserved Matters Approval relating to that Phase or Sub-Phase or in the case of approval of reserved matters on different dates the date of the final approval of the last of such matters to be approved.

REASON: Required to be imposed by Section 92 of the Town and Country Planning Act 1990 as amended by Section 51 of the Planning and Compulsory Purchase Act 2004.

2. Subject to Condition 3 (below) before any Phase of the development (as identified on the approved Masterplan reference 895/97A) or a Sub-Phase of a Phase (as defined by Condition 3 (below)) hereby permitted is first commenced, full details of all reserved matters relating to that Phase or Sub-Phase (namely the appearance, layout, scale and landscaping of the site) shall be submitted to and approved in writing by the Local Planning Authority. Approval of the reserved matters shall be obtained from the Local Planning Authority in writing for each Phase or Sub-Phase of the development before each respective Phase or Sub-Phase of the development (excluding works of demolition, site remediation and

archaeological investigation) is commenced, unless otherwise agreed in writing by the Local Planning Authority.

REASON: Required to be imposed by Section 92 of the Town and Country Planning Act 1990 as amended by Section 51 of the Planning and Compulsory Purchase Act 2004.

3. Any application for approval of reserved matters of a Sub-Phase of a Phase shall not be submitted for approval pursuant to Condition 2 (above) unless there has first been submitted to and approved in writing by the Local Planning Authority a plan showing the extent of the proposed Sub-Phase for which reserved matters are to be submitted. For the purposes of this planning permission, all references to a Sub-Phase or Sub-Phases shall be to a Sub-Phase or Sub-Phases as shown on a plan approved by the Local Planning Authority pursuant to this Condition 3.

REASON: To ensure an acceptable form of development for the site within the parameters of the Environmental Impact Assessment which accompanied the application.

4. The development hereby permitted shall be carried out in accordance with the approved Masterplan (reference 895/97A received 28th August 2009), the approved Building Density plan (reference 895/94 received 28th August 2009), the approved Building Heights plan (reference 895/98 received 28th August 2009), the approved Phasing Plan (reference 895/93A received 28th August 2009) and the approved Land Use Plan (reference 895/89A received 28th August 2009) unless otherwise agreed in writing by the Local Planning Authority. Additionally the development shall be carried out in accordance with the approved Development Profile by Phase dated 28th August 2009, unless otherwise agreed in writing by the Local Planning Authority.

REASON: To ensure an acceptable form of development for the site within the parameters of the Environmental Impact Assessment which accompanied the application.

5. Prior to the submission of any reserved matters applications on the site pursuant to Condition 2 a Design Code shall be submitted to and approved in writing by the Local Planning Authority. This Design Code shall be produced in accordance with the Design and Access Statement dated August 2008 and the Supplementary Report to the Design and Access Statement dated January 2009. The Design Code shall include the design principles for the whole of the site and will incorporate, amongst other elements,:

- The Masterplan for the site
- Specific character areas incorporating detailing design requirements
- A highway hierarchy and design considerations including the alignment of the main road through the site linking Central Avenue to the A49
- A greenspace and landscape structure
- A movement framework
- Layout considerations
- Parking and garaging
- Appropriate building and hardsurfacing materials
- Details of appropriate boundary treatments
- Lighting
- Signage and signposting
- Sustainability
- Details of the laying of services, drainage and cables
- Bin storage and rubbish collection
- Ecology and nature conservation

Each reserved matters application thereafter shall be submitted in accordance with the Approved Design Code unless otherwise agreed in writing by the Local Planning Authority.

REASON: To ensure a comprehensive approach to the development of this site is achieved and in the interests of the proper planning of the site. In accordance with Quality of Development Policy QD1 of the South Ribble Local Plan.

6. Prior to the commencement of the development and the submission of any reserved matters application pursuant to Condition 2 the following details shall be submitted to and approved in writing by the Local Planning Authority:

- Foul and surface water drainage
- Surface water strategy including details of the attenuation ponds
- Nature conservation and enhancement works including details of the proposed ponds
- Provision and layout of public open space
- Provision of footpath and cycle links
- Existing and proposed levels
- Tree works and tree protection measures

Each and every reserved matters application shall be submitted in accordance with the approved details. The development thereafter shall be carried out in accordance with the approved details unless otherwise agreed in writing by the Local Planning Authority.

REASON: In the interests of the proper and comprehensive planning of the site to create a high quality sustainable development. In accordance with Quality of Development Policy QD1 of the South Ribble Local Plan.

7. Prior to the commencement of the development a Travel Plan for the site shall be submitted to and approved in writing by the Local Planning Authority. The Plan shall be generally in accordance with document submitted with the application entitled The Measures to Promote Sustainable Travel prepared by Singleton Clamp & Partners. The development thereafter shall be carried out in accordance with the approved details unless otherwise agreed in writing by the Local Planning Authority.

REASON: To reduce the number of car borne trips and to encourage the use of public transport, in accordance with Transport Policies T11, T12 and T13 of the South Ribble Local Plan.

8. Prior to the commencement of the development a movement strategy shall be submitted to and approved in writing by the Local Planning Authority. The strategy shall include details of the road hierarchy through the site and the footpath/ cycle linkages through the site. The development thereafter shall be carried out in accordance with the approved movement strategy unless otherwise agreed in writing by the Local Planning Authority.

REASON: In the interests of the proper development of the site and to promote connectivity through the site and with the adjacent/ nearby existing Villages, in accordance with Transport Policies T11, T12 and T13 of the South Ribble Local Plan.

9. Prior to the commencement of the development a landscape strategy shall be submitted to and approved in writing by the Local Planning Authority. The strategy shall include details of the informal open space and the structure planting along the southern and western boundaries of the site. In particular the strategy shall detail the phasing of the tree removal along the southern railway boundary, details of the phasing of the replacement tree planting along the southern boundary and the type and size of trees to be planted along the southern boundary. All reserved matters application shall be submitted in accordance with the approved landscape strategy and the development thereafter shall be carried out in accordance with the approved landscape strategy, unless otherwise agreed in writing by the Local Planning Authority.

REASON: In the interests of the proper development of the site, in accordance with Quality of Development Policy QD7 of the South Ribble Local Plan.

10. No development shall commence until full details of the proposed footpath/cycle link underneath the bridge at the south-east corner of the site have been submitted to and approved in writing by the Local Planning Authority. No dwelling constructed on the site shall be occupied until the footpath/ cycle link has been provided in accordance with the approved details unless otherwise agreed in writing by the Local Planning Authority.

REASON: In the interests of the proper development of the site and to promote connectivity through the site and with the adjacent Buckshaw Village, in accordance with Quality of Development Policy QD1 of the South Ribble Local Plan.

11. Prior to the commencement of the development a surface water drainage strategy (including a surface water attenuation strategy) shall be submitted to and approved in writing by the Local Planning Authority. The drainage of the site shall thereafter be fully implemented and completed in accordance with the approved strategy, unless otherwise agreed in writing by the Local Planning Authority.

REASON: To enable the Local Authority to assess the effects of the proposed development on flood defence and drainage, in accordance with Environment Policy ENV20 of the South Ribble Local Plan and Government advice contained in PPS25: Development and Flood Risk.

12. Prior to the commencement of the development full details to measures to reduce dust and particulate matter resulting from the construction works shall be submitted to and approved in writing by the Local Planning Authority. The details submitted shall be in accordance with the submitted Environmental statement (Pages 101 and 102) which detail the mitigation measures to be employed at the site during demolition and construction activities. The development thereafter shall be carried out in accordance with the approved details, unless otherwise agreed in writing by the Local Planning Authority.

REASON: To reduce the amount of dust and particulate matter created as a part of the development of the site, in order to minimise the air quality impacts and to provide adequate mitigation measures to reduce dust production, in accordance with Quality of Development Policy QD1 of the South Ribble Local Plan.

13. Before the development of any Phase or Sub-Phase hereby permitted is first commenced, full details of the position, height and appearance of all fences and walls to be erected for that Phase or Sub-Phase (notwithstanding any such detail shown on previously submitted plan(s)) shall have been submitted to and approved in writing by the Local Planning Authority. No building/ dwelling for that Phase or Sub-Phase shall be occupied or land used pursuant to this permission before all walls and fences have been erected in accordance with the approved details. Fences and walls shall thereafter be retained in

accordance with the approved details at all times, unless otherwise agreed in writing by the Local Planning Authority.

REASON: To ensure a visually satisfactory form of development, to provide reasonable standards of privacy to residents and in accordance with Quality of Development Policy QD1 of the South Ribble Local Plan.

14. Samples of all external facing materials to the proposed buildings (notwithstanding any details shown on previously submitted plans and specification) for each Phase or Sub-Phase shall be submitted to and approved in writing by the Local Planning Authority prior to the commencement of development of that Phase or Sub-Phase. The development of each Phase or Sub-Phase shall only be carried out using the external facing materials for that Phase or Sub-Phase approved pursuant to this Condition, unless otherwise agreed in writing by the Local Planning Authority.

REASON: To ensure that the materials used are visually appropriate to the locality and in accordance with Quality of Development Policy QD1 of the South Ribble Local Plan.

15. Full details of the colour, form and texture of all hard ground-surfacing materials (notwithstanding any such detail shown on previously submitted plans and specification) for each Phase or Sub-Phase shall be submitted to and approved in writing by the Local Planning Authority prior to the commencement of that Phase or Sub-Phase of development. The development of that Phase or Sub-Phase shall only be carried out using the approved materials. The development shall only be carried out in conformity with the approved details unless otherwise agreed in writing by the Local Planning Authority.

REASON: To ensure a satisfactory form of development in the interest of the visual amenity of the area and in accordance with Quality of Development Policy QD1 of the South Ribble Local Plan.

16. No Phase or Sub-Phase of the development shall commence until a scheme detailing the on-site measures to be installed and implemented so as to reduce carbon emissions, at the time of commencement of each individual plot, by means of low-carbon sources has been submitted to and approved in writing by the Local Planning Authority for that Phase or Sub-Phase. The submitted scheme shall also include full details of the predicted energy use of the development expressed in terms of carbon emissions (if no data specific to the application is available benchmark data will be acceptable) and how energy efficiency is being addressed, for example, amongst other things through the use of passive solar design. The approved details shall be fully implemented and retained in perpetuity unless otherwise agreed in writing by the Local Planning Authority.

REASON: To ensure the proper planning of the area, in accordance with Government advice contained in Planning Policy Statement: Planning and Climate Change - Supplement to Planning Policy Statement 1 and in accordance with Policies EM16 and EM17 of the North West Regional Spatial Strategy and Quality of Development Policy QD1 of the South Ribble Local Plan.

17. Each and every application for approval of Reserved Matters pursuant to Condition 2 shall demonstrate and provide full details of how the design and layout of the buildings will withstand climate change. The details shall include details of the proposed Code for Sustainable Homes Level, how the proposals minimise energy use and maximise energy efficiency. All dwellings commenced after 1st January 2010 will be required to meet Code Level 3, all dwellings commenced after 1st January 2013 will be required to meet Code Level 4 and all dwellings commenced after 1st January 2016 will be required to meet Code Level 6 of the Code for Sustainable Homes. No Phase or Sub-Phase of the development shall commence until the scheme has been submitted to and approved in writing by the Local Planning Authority. The approved details shall be fully implemented and retained in perpetuity unless otherwise agreed in writing by the Local Planning Authority.

REASON: To ensure the proper planning of the area. In accordance with Government advice contained in Planning Policy Statement: Planning and Climate Change - Supplement to Planning Policy Statement 1 and in accordance with Policies EM16 and EM17 of the North West Regional Spatial Strategy and Quality of Development Policy QD1 of the South Ribble Local Plan.

18. Each application for approval of reserved matters pursuant to Condition 2 shall be accompanied by full details of existing and proposed ground levels and proposed building slab levels (all relative to ground levels adjoining the site), notwithstanding any such detail shown on previously submitted plans. Each Phase or Sub-Phase of the development shall only be carried out in conformity with the approved level details.

REASON: To protect the appearance of the locality, in the interests of the amenities of local residents and in accordance with Quality of Development Policy QD1 of the South Ribble Local Plan.

19. Each application for approval of Reserved Matters for the commercial premises shall be accompanied by full details of any fixed mechanical plant being used on the premises. The plant shall be enclosed with sound insulating material and mounted in a way which will minimise transmission of

structure and air borne sound. The agreed measures shall be, thereafter, retained and maintained for the duration of the approved use unless otherwise agreed in writing by the Local Planning Authority.

REASON: To ensure that noise generation is minimised on the site, to protect the amenities of the future and existing residents and in accordance with Quality of Development Policy QD1 of the South Ribble Local Plan.

20. Each application for approval of Reserved Matters for the B1 office accommodation shall be accompanied by a scheme to demonstrate that the following internal noise levels will not be exceeded within any proposed open plan offices: LAeq,T 45-50 dB. No part of the offices shall be occupied until the scheme has been implemented in accordance with the approved details and shall be maintained in perpetuity unless otherwise agreed in writing by the Local Planning Authority.

REASON: To ensure that noise generation is minimised on the site and in accordance with Quality of Development Policy QD1 of the South Ribble Local Plan.

21. Any application for approval of reserved matters of a Phase or Sub-Phase pursuant to Condition 2 (above) shall include the submission for approval of a Tree Constraints Plan which gives full details of all existing trees within that Phase or Sub-Phase which are proposed to be retained in accordance with the tree survey approved pursuant to planning approval reference 09/00095/FULMAJ and the measures which will be implemented in order to secure their protection during the course of the development and retention thereafter. No development in any phase or sub-phase shall commence until the approved tree protection measures have been put in place and the development of the relevant Phase or Sub-Phase shall thereafter proceed in full accordance with the approved Tree Constraints Plan for that Phase or Sub-Phase, unless otherwise agreed in writing by the Local Planning Authority.

REASON: To safeguard the trees to be retained and in accordance with Environment Policies ENV7 and ENV8 of the South Ribble Local Plan.

22. Prior to the commencement of the development full details of the phasing of the remediation of the site shall be submitted to and approved in writing by the Local Planning Authority. The remediation and reclamation thereafter shall be carried out in accordance with the approved phasing, the planning permission reference 09/00095/FULMAJ and in accordance with the submitted remediation strategy (Report Ref: B0031-02-R9-B), unless otherwise agreed in writing by the Local Planning Authority.

REASON: To protect the environment and prevent harm to human health by ensuring that the land is remediated to an appropriate standard for the proposed end use and in accordance with Government advice contained in PPS23: Planning and Pollution Control

23. If, during development, contamination not previously identified is found to be present at the site then development shall immediately cease and no further development (unless otherwise agreed in writing with the Local Planning Authority) shall be carried out until the developer has submitted, and obtained written approval from the Local Planning Authority for, an amendment to the Method Statement which forms part of Report Ref: B0031-02-R9-B detailing how this unsuspected contamination shall be dealt with. The development thereafter shall be carried out in accordance with the approved method statement.

REASON: To protect the environment and prevent harm to human health by ensuring that the land is remediated to an appropriate standard for the proposed end use and in accordance with Government advice contained in PPS23: Planning and Pollution Control

24. No Phase or Sub-Phase of the development shall be commenced until a validation report, pursuant to condition 22 above, containing any validation sampling results for that Phase or Sub-Phase have been submitted to and approved in writing by the Local Planning Authority. The report shall include results of sampling and monitoring carried out in accordance with the approved verification plan to demonstrate that the site remediation criteria have been met. It should also include any plan (a long term management and maintenance plan) for longer term monitoring of pollutant linkages, maintenance and arrangements for contingency action, as identified in the verification plan. The development thereafter shall be carried out in accordance with the approved management and maintenance of the plan, unless otherwise agreed in writing by the Local Planning Authority

REASON: To protect the environment and prevent harm to human health by ensuring that the land is remediated to an appropriate standard for the proposed end use and in accordance with Government advice contained in PPS23: Planning and Pollution Control

25. No Phase or Sub-Phase of the development shall be commenced until details of the proposed site compound and cabin locations for that relevant Phase or Sub-Phase of the development have been submitted to and approved in writing by the Local Planning Authority. Site compounds and cabins shall be located in accordance with the approved details, unless otherwise agreed in writing by the Local Planning Authority.

REASON: In the interests of the visual amenities of the site and to ensure the sitings do not adversely impacts on the assets of the site, in accordance with Quality of Development Policy QD1 of the South Ribble Local Plan.

26. Prior to the importation or use of any recycled subsoil and/or topsoil material on the proposed development site, a report detailing the sampling regime and laboratory analysis results of the material shall be submitted to and approved in writing by the Local Planning Authority.

REASON: To protect the environment and prevent harm to human health by ensuring that the land is remediated to an appropriate standard for the proposed end use and in accordance with Government advice contained in PPS23: Planning and Pollution Control

27. Before the development of any Phase or Sub-Phase hereby permitted is first commenced full details and technical specifications of the ground gas protection measures to be incorporated into the proposed buildings shall be submitted to and approved in writing by the Local Planning Authority. The details and specifications must follow best practice guidance such as that presented in CIRIA Report C665 (2007) Assessing risks posed by hazardous ground gases to buildings.

REASON: To protect future occupiers from the ingress of landfill gas and in accordance with Government advice contained in PPS23: Planning and Pollution Control

28. No development shall be commenced until full details of the proposed temporary access road, served from Central Avenue, to serve the development have been submitted to and approved in writing by the Local Planning Authority, (the details to include consideration for all travel modes including pedestrian and cycle access). No more than 330 dwellings or 14,300 square metres of commercial floorspace, whichever occurs first, shall be occupied until the temporary access road has been closed, the access road is cleared from the site and the junction with Central Avenue (shown on plan reference SCP/06047/SK006 received 28th August 2009) has been constructed in accordance with the approved plan SCP/06047/SK006 and is open to public traffic unless otherwise agreed in writing by the Local Planning Authority.

REASON: In the interests of highway safety and in accordance with Quality of Development Policy QD1 of the South Ribble Local Plan.

29. No part of the development which is accessed from the A49 indicated on the approved Masterplan reference 895/97A, shall be commenced until the A49 access has been constructed in accordance with approved plan reference SCP/06047/SK005 received 28th August 2009 unless otherwise agreed in writing by the Local Planning Authority.

REASON: In the interests of highway safety and in accordance with Transport Policy T7 of the South Ribble Local Plan.

30. No development shall take place until full details of the main road through the site between the junction on Central Avenue and the junction on the A49 have been submitted to and approved in writing by the Local Planning Authority. The latter Phase 2 of the development, as shown on the Masterplan (reference 895/97A dated 28th August 2009), shall not be commenced until the main road through the site has been constructed between the junction on Central Avenue and the junction on the A49 in accordance with the approved details and is open to public traffic.

REASON: In the interests of highway safety and in accordance with Transport Policy 7 of the South Ribble Local Plan.

31. No more than 330 dwellings or 14,300 square metres of commercial floorspace, whichever occurs first, shall be occupied until the improvements to Dawson Lane/ Central Avenue Junction shown on plan reference SCP/06047/SK008 received 20th March 2009, and the Hayrick Lane Marking Improvements, plan reference SCP/06047/SK007 received 20th March 2009, have been completed in accordance with the approved details, unless otherwise agreed in writing by the Local Planning Authority.

REASON: In the interests of highway safety and in accordance with Transport Policy T7 of the South Ribble Local Plan.

32. Prior to the commencement of the development a programme of archaeological work, for the area of the site detailed on plan reference 895/99, received 2nd September 2009, shall be submitted to and approved in writing by the Local Planning Authority. No work in the area defined on plan reference 895/99 received on 2nd September 2009 shall take place until the approved archaeological scheme of investigation has been completed in accordance with the approved details.

REASON: The site is situated within an area of known archaeological interest and, as such, the site should be appropriately excavated and the remains recorded and in accordance with Environment Policy ENV17 of the South Ribble Local Plan.

33. A scheme of landscaping for each Phase or Sub-Phase shall be submitted and agreed in writing prior to the commencement of that Phase or Sub-Phase of development. The scheme shall indicate the types and numbers of trees and shrubs to be planted, their distribution on the site, those areas to be seeded, paved or hard landscaped, detail any changes of ground level and shall be in accordance with the approved landscape strategy pursuant to conditions four and five. Landscaping and restoration schemes

should aim to protect, enhance, expand and connect existing habitats and Biological Heritage Sites and re-establish habitats between the Biological Heritage Sites and the development site. Landscaping and restoration schemes should also aim to contribute to targets specified in the UK and Lancashire Biodiversity Action Plans. Landscaping proposals should comprise only native plant communities appropriate to the natural area.

REASON: In the interests of the amenity of the area and in accordance with Quality of Development Policy QD7 of the South Ribble Local Plan.

34. All planting, seeding or turfing comprised in the approved details of landscaping pursuant to Condition 33 above shall be carried out in the first planting and seeding seasons following the occupation of any buildings or the completion of the development within the relevant Phase or Sub-Phase, whichever is the earlier, and any trees or plants which within a period of 5 years from the completion of the development die, are removed or become seriously damaged or diseased shall be replaced in the next planting season with others of similar size and species, unless the Local Planning Authority gives written consent to any variation.

REASON: In the interest of the appearance of the locality and in accordance with Quality of Development Policy QD7 of the South Ribble Local Plan.

35. During the construction period, all trees to be retained shall be protected by 1.2 metre high fencing as specified in paragraph 8.2.2 of British Standard BS5837:2005 at a distance from the tree trunk equivalent to the outermost limit of the branch spread, or at a distance from the tree trunk equal to half the height of the tree (whichever is further from the tree trunk), or as may be first agreed in writing with the Local Planning Authority. No construction materials, spoil, rubbish, vehicles or equipment shall be stored or tipped within 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 and in accordance with Environment Policies ENV7 and ENV8 of the South Ribble Local Plan.

36. All vehicles, plant, equipment and other machinery used in connection with the construction phase of the site shall be equipped with effective silencing or soundproofing equipment to the standard of design set out in the manufacturers original specification and to a standard which has previously been agreed in writing by the Local Planning Authority. The vehicles, plant, equipment and other machinery shall be maintained in accordance with the approved details at all times unless otherwise agreed in writing by the Local Planning Authority.

REASON: To safeguard the amenities of local residents, to protect nearby noise sensitive buildings and in accordance with Quality of Development Policy QD1 of the South Ribble Local Plan.

37. Prior to the occupation of the dwelling houses hereby permitted a scheme demonstrating that the following internal noise levels will not be exceeded within any of the dwelling houses: LAeq 2300-0700hrs = 35dB, Lmax 2300-0700hrs = 45dB, shall be submitted to and approved in writing by the Local Planning Authority. The dwelling houses shall not be occupied until the approved scheme has been implemented in accordance with the approved details. The approved measures shall be maintained in perpetuity unless otherwise agreed in writing by the Local Planning Authority.

REASON: To safeguard the amenities of the future residents and in accordance with Quality of Development Policy QD1 of the South Ribble Local Plan.

38. The construction works associated with the development hereby permitted shall not take place except between the hours of:

- o 0800 hrs to 1800 hrs Monday to Friday
- o 0800 hrs to 1300 hrs on Saturdays.

No construction activities shall take place on Sundays or Bank Holidays. These construction hours shall be adhered to during the development of the whole site unless otherwise agreed in writing by the Local Planning Authority.

REASON: To safeguard the amenities of local residents, to protect nearby noise sensitive buildings and in accordance with Quality of Development Policy QD1 of the South Ribble Local Plan.

39. The B2 use hereby permitted shall be restricted to the hours between 8am and 6pm on weekdays, between 8am and 1pm on Saturdays and there shall be no operation on Sundays or Bank Holidays.

REASON: To safeguard the amenities of local residents and in accordance with Quality of Development Policy QD1 of the South Ribble Local Plan.

40. The Class A1 retail floor-space hereby permitted shall not exceed 1,000 square metres/ 10,765 square feet gross.

REASON: To enable the provision of the needs of the development to be met on the site in the interests of sustainability without adverse effects on nearby centres.

41. Notwithstanding the provisions of Town and Country Planning (Use Classes) Order 1987 or any provision in any statutory instrument revoking and re-enacting that Order with or without modification) no part of the Use Class A2 (Financial Institution) floorspace shall be permitted to be used for Use Class A1 (retail) unless otherwise agreed in writing by the Local Planning Authority.

REASON: To control the extent of retail development on the site in the interests of protecting nearby local centres.

42. No dwellings shall be occupied with 25 metres of the two Neighbourhood Equipped Areas for Play (as identified on the Masterplan reference 895/97A received 28th August 2009) until the play area has been constructed and completed in accordance with plans which have previously been submitted to and approved in writing by the Local Planning Authority, unless otherwise agreed in writing by the Local Planning Authority

REASON: To ensure the provision of equipped play space to benefit the future occupiers of the site and in accordance with Quality of Development Policy QD1 of the South Ribble Local Plan.

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

REASON: To secure proper drainage and in accordance with Quality of Development Policy QD1 of the South Ribble Local Plan.

44. No development of Phase 2, detailed on Masterplan reference 895/97A received 28th August 2009, shall commence until the works to the landfill zone adjacent to the site have been completed in accordance with planning permission 09/00058/CTY, unless otherwise agreed in writing by the Local Planning Authority

REASON: To ensure that adequate ecological mitigation is provided in a specified time scale for the ecological impacts of the remediation and redevelopment of the site. In accordance with Government advice contained in PPS9: Biodiversity and Geological Conservation and in accordance with Environment Policies ENV3 and ENV4 of the South Ribble Local Plan.

45. Prior to the commencement of any phase or sub phase of development, proposed measures to prevent long-term impacts on adjacent Biological Heritage Sites and other habitats shall be submitted for approval by the planning authority. This shall include measures to prevent the establishment of informal access routes into sensitive habitats, measures to prevent trampling or other recreational pressures on sensitive habitats, prevention of garden waste tipping, or extension of gardens into sensitive habitats, measures to prevent colonization of Biological Heritage Sites and other habitats by exotic/non-native species, measures to reduce the likely impacts of domestic pets on sensitive habitats and associated species, and measures to reduce negative impacts of edge effects on semi-natural habitats. The development thereafter shall be carried out in accordance with the approved details unless otherwise agreed in writing by the Local Planning Authority.

REASON: to provide long-term protection to Biological Heritage Sites and semi-natural habitats and to ensure compliance with Government advice contained in PPS9 and Policies EM1 and DP7 of the Regional Spatial Strategy.

46. The 1.2 hectare piece of land safeguarded for the provision of a primary school, in accordance with the associated Section 106 Agreement, (shown on the attached plan) will be grassed and maintained in accordance with a scheme which has been submitted to and approved in writing by the Local Planning Authority prior to the occupation of any dwelling house/ commercial unit. This area of land will be maintained in accordance with the approved details until the occupation of 600th property/ for a period of 10 years from the grant of the first reserved matters approval (whichever is the later).

REASON: In the interests of the visual amenities of the area and in accordance with Quality of Development Policy QD1 of the South Ribble Local Plan.

47. Within 12 months of the date of this planning approval a Habitat Management Plan for the area of Ancient Woodland within the site shall be submitted to and approved in writing by the local Planning Authority. As well as nature conservation management methods, the management plan shall address measures to control and off-set potential long-term impacts on habitats, including impacts that may result from recreational pressure. The management plan shall also include a monitoring scheme and periodic review of management prescriptions. The Management Plan shall cover a period of 25 years following the completion of the remediation and reclamation works. The Management Plan thereafter shall be implemented in accordance with the approved details unless otherwise agreed in writing by the Local Planning Authority.

REASON: To ensure the satisfactory management, maintenance and retention of habitats. In accordance with Government advice contained in PPS9: Biodiversity and Geological Conservation, Policies EM1 and DP7 of the Regional Spatial Strategy and Environment Policies ENV3 and ENV4 of the South Ribble Local Plan.

Advice Note:

1. Please Note the comments from the Environment Agency:
 - o Any works to watercourses within/ adjacent to the site which involve infilling, diverting, culverting or may otherwise restrict flow, require the prior formal consent of the Environment Agency under Section 23 of the Land Drainage Act 1991. Culverting other than for access purposes is unlikely to receive consent, without full mitigation for loss of flood storage and habitats.
 - o We recommend that attenuation is achieved by use of a Sustainable Urban Drainage System
 - o We recommend that the developer considers the following, as part of the scheme:
 - o Water management in the development, including dealing with grey waters
 - o Use of sustainable forms of construction including recycling of materials
 - o Energy efficient building
2. Please note the comments from United Utilities:
 - details of water supply requirements for the B2 Industrial units are required
 - The applicant should be instructed to contact our Water Fittings Section at Warrington North WwTW, Gatearth Industrial Estate, off Liverpool Road, Sankey Bridges, Warrington, WA5 2DS.
 - A separate metered supply to each unit will be required at the applicant's expense and all internal pipework must comply with current water supply (water fittings) regulations 1999.
 - Should this planning application be approved, the applicant should contact our Service Enquiries on 0845 7462200 regarding connection to the water mains/public sewers
 - Surface water should discharge directly in to the adjacent watercourse and may require the consent of the Environment Agency. If surface water is allowed to be discharged to the public surface water sewerage system we may require the flow to be attenuated to a maximum discharge rate determined by United Utilities.
 - The applicant must discuss full details of the site drainage proposals with John Lunt contact No. 01925 537174.
 - If any sewers on this development are proposed for adoption then the developer should contact our Sewer Adoptions Team on 01925 428266.
 - United Utilities will only consider the adoption of surface water sewers draining to a balancing pond (as opposed to any other SUDS structure) providing the following conditions are met: -
 - The Local Authority takes responsibility for the maintenance of the pond
 - The freehold of the land on which the pond lies is transferred to the Local Authority
 - United Utilities is provided with a deed of "Grant of Rights" to discharge into the pond in perpetuity. Such a deed would necessarily contain provisions against development within the balancing pond, and against altering its topography or making connections to it.
 - That measures have been taken to prevent flooding of properties
 - That a legal agreement is in place between all parties.
 - A section 104 (Water Industry Act 1991) agreement for the surface water sewers draining to the balancing pond, will not be entered into until every condition described above has been met.
 - Prior to the approval of any planning application incorporating SUDS features, a meeting must be arranged to formally discuss the proposal. Any such meeting should include a representative from United Utilities, the Local Authority Drainage Department and the applicant.
 - United Utilities offers a fully supported mapping service at a modest cost for our electricity, water mains and sewerage assets. This is a service, which is constantly updated by our Map Services Team (Tel No: 0870 7510101) and I recommend that the applicant give early consideration in project design as it is better value than traditional methods of data gathering. It is, however, the applicant's responsibility to demonstrate the exact relationship on site between any assets that may cross the site and any proposed development.
3. Please Note to following comments from Network Rail:
 - All surface and foul water arising from the proposed works must be collected and diverted away from Network Rail property. In the absence of detailed plans all soakaways must be located so as to discharge away from the railway infrastructure.
 - All operations, including the use of cranes or other mechanical plant working adjacent to Network Rail's property, must at all times be carried out in a "fail safe" manner such that in the event of

mishandling, collapse or failure, no materials or plant are capable of falling within 3.0m of the nearest rail of the adjacent railway line, or where the railway is electrified, within 3.0m of overhead electrical equipment or supports.

All excavations/ earthworks carried out in the vicinity of Network Rail property/ structures must be designed and executed such that no interference with the integrity of that property/ structure can occur.

Security of the railway boundary will require to be maintained at all times. If the works require temporary or permanent alterations to the mutual boundary the applicant must contact Network Rail's Territory Outside Parties Engineer.

An Armco or similar barrier should be located in positions where vehicles may be in a position to drive into or roll onto the railway or damage the lineside fencing. Network Rail's existing fencing / wall must not be removed or damaged. Given the considerable number of vehicle movements likely provision should be made at each turning area/roadway/car parking area adjacent to the railway.

Because of the nature of the proposed developments we consider that there will be an increased risk of trespass onto the railway. The Developer must provide a suitable trespass proof fence adjacent to Network Rail's boundary (minimum approx. 1.8m high) and make provision for its future maintenance and renewal. Network Rail's existing fencing / wall must not be removed or damaged.

Method statements may be required to be submitted to Network Rail's Territory Outside Parties Engineer at the below address for approval prior to works commencing on site. Where appropriate an asset protection agreement will have to be entered into. Where any works cannot be carried out in a "fail-safe" manner, it will be necessary to restrict those works to periods when the railway is closed to rail traffic i.e. "possession" which must be booked via Network Rail's Territory Outside Parties Engineer and are subject to a minimum prior notice period for booking of 20 weeks. Generally if excavations/piling/buildings are to be located within 10m of the railway boundary a method statement should be submitted for NR approval.

Consideration should be given to ensure that the construction and subsequent maintenance can be carried out to any proposed buildings or structures without adversely affecting the safety of, or encroaching upon Network Rail's adjacent land, and therefore all/any building should be situated at least 2 metres from Network Rail's boundary. This will allow construction and future maintenance to be carried out from the applicant's lands thus avoiding provision and costs of railway look-out protection, supervision and other facilities necessary when working from or on railway land. The Developer should be aware that any development for residential use adjacent to an operational railway may result in neighbour issues arising. Consequently every endeavour should be made by the developer to provide adequate soundproofing for each dwelling.

Where trees/shrubs are to be planted adjacent to the railway boundary these shrubs should be positioned at a minimum distance greater than their predicted mature height from the boundary. Certain broad leaf deciduous species should not be planted adjacent to the railway boundary.

Where new lighting is to be erected adjacent to the operational railway the potential for train drivers to be dazzled must be eliminated. In addition the location and colour of lights must not give rise to the potential for confusion with the signalling arrangements on the railway.

Network Rail is required to recover all reasonable costs associated with facilitating these works.

4. The approved plans are:	Plan Ref.	Received On:	Title:
	8957R/02	April 2008	Location Plan in Wider Context
	SCP/06047/SK008	20th March 2009	Potential Improvements at Dawson Lane/ Central Avenue Junction
Improvements	SCP/06047/SK007	20th March, 2009	Proposed Hayrick Lane Marking
	895/93A	28th August 2009	Phasing Plan
	895/94	28th August 2009	Building Density Plan
	895/98	28th August 2009	Building Heights Plan
	895/89A	28th August 2009	Land Use Plan
	SCP/06047/SK006C	28th August 2009	Proposed Eastern Site Access
Arrangement with Central Avenue and Buckshaw Link Rd with the A49895/97A	SCP/06047/SK005A	28th August 2009	Proposed Western Access Arrangement Masterplan overlaid with Indicative Phasing

Informative: The decision to grant planning permission has been taken having regard to the policies and proposals in the South Ribble Local Plan set out below, and to all relevant material considerations including Supplementary Planning Guidance:

T12 - Footpaths and Bridleways
D1 - New Development
QD1 - Design Criteria for New Development
QD4 - Crime Prevention
QD6 - Noise Sensitive Developments
QD7 - Landscaping in New Developments
QD10 - Personal Mobility
ENV3 - Protecting Other Sites & Features of Nature Conservation Interest
ENV4 - Protection of the Habitats of Wildlife
ENV6 - Wildlife Corridors
ENV7 - Protection of Trees and Woodlands
ENV8 - Trees and Development
ENV9 - Unstable or Contaminated Land
ENV20 - Flood Risk
ENV22 - Pollution
ENV24 - External Lighting and Development
T7 - Implications of Development for Non-Trunk Roads
T8 - Traffic Management
T9 - Traffic Calming
T10 - Parking Standards
T11 - Cycling
HP2R
HP6R - Interim Planning Policy
HP4R - Interim Planning Policy
H5R -
OS1 -

This informative is only intended as a summary of the reasons for grant of planning permission. For further detail on the decision please contact the Development Control Section who will be able to assist and can provide a copy of the application report if required. Telephone: 01772 625400 or email: planning@southribble.gov.uk.

John Dalton

John Dalton
Head of Planning & Housing

DATE OF DECISION:

REFERENCE.: 07/2008/0641/OUT

Important Note: This permission relates only to that required under the Town and Country Planning Act. It does not provide any consent or approval under any other enactment, byelaw, order or regulation including the Building Regulations. If you are in any doubt about the need to obtain approval under the Building Regulations then please contact the Building Control Section, Civic Centre, West Paddock, Leyland. Tel.: 01772 625400 or email: buildingcontrol@southribble.gov.uk

Appeal to the Secretary of State

1. If you are aggrieved by the decision of your local planning authority to refuse permission for the proposed development or to grant it subject to conditions, then you can appeal to the Secretary of State for the Environment under Section 78 of the Town and Country Planning Act 1990.
2. If you want to appeal, then you must do so within six months of the date of this notice, using a form which you can get from The Planning Inspectorate, Temple Quay House, 2 The Square, Temple Quay, Bristol, BS1 6PN.
3. The Secretary of State can allow a longer period for giving notice of an appeal, but he will not normally be prepared to use this power unless there are special circumstances which excuse the delay in giving notice of appeal.
4. The Secretary of State need not consider an appeal if it seems to him that the local planning authority could not have granted planning permission for the proposed development or could not have granted it without the conditions it imposed, having regard to the statutory requirements, to the provision of the development order and to any directions given under the order.
5. In practice, the Secretary of State does not refuse to consider appeals solely because the local planning authority based its decision on a direction given by him.

Purchase Notices

1. If either the local planning authority or the Secretary of State for the Environment refused permission to develop land or grants it subject to conditions, the owner may claim that he can neither put the land to a reasonably beneficial use in its existing state nor can he render the land capable of a reasonably beneficial use by the carrying out of any development which has been or would be permitted.
2. In these circumstances, the owner may serve a purchase notice on the Council (District Council, London Borough Council or Common Council of the City of London) in whose area the land is situated. This notice will require the Council to purchase his interest in the land in accordance with the provisions of Part X, Chapter I of the Town and Country Planning Act 1990.

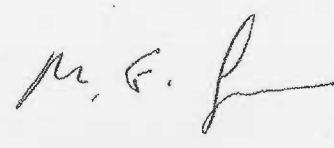
THE COMMON SEAL OF CHORLEY BOROUGH)
COUNCIL)
was affixed in the presence of:)

Authorised Signatory:

THE COMMON SEAL OF SOUTH RIBBLE)
BOROUGH COUNCIL)
was affixed in the presence of:)

Authorised Signatory:

EXECUTED AS A DEED by BAE SYSTEMS)
(PROPERTY INVESTMENTS) LIMITED)
acting by two Directors or a Director and the)
Secretary)



Director:



Director/Secretary:

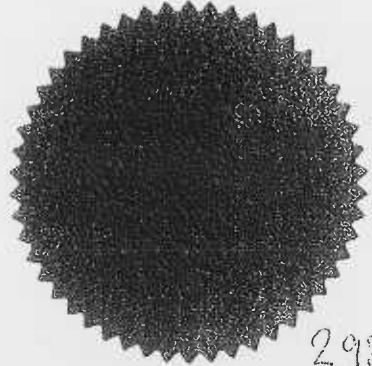


THE COMMON SEAL OF CHORLEY BOROUGH)

COUNCIL)

was affixed in the presence of:)

Authorised Signatory:



29320

THE COMMON SEAL OF SOUTH RIBBLE)

BOROUGH COUNCIL)

was affixed in the presence of:)

Authorised Signatory:

EXECUTED AS A DEED by BAE SYSTEMS)

(PROPERTY INVESTMENTS) LIMITED)

acting by two Directors or a Director and the)

Secretary)

Director:

Director/Secretary: