

Dated: 29 September

2022

SOUTH RIBBLE BOROUGH COUNCIL

LANCASHIRE COUNTY COUNCIL

TAYLOR WIMPEY UK LIMITED

THE HOMES AND COMMUNITIES AGENCY (TRADING AS HOMES ENGLAND)

SUSAN DOROTHY SIMPSON

JOYCE ALICE KOLACZKOWSKI AS EXECUTOR OF THE ESTATE OF WILLIAM GEORGE ASHWORTH

THOMAS GEOFFREY KUCZERA

MARGARET KUCZERA

GEOFFREY STAZICKER LORD

ENID LORD

JAMES ROY TURNER

GRAHAM CHARLES TURNER

JACQUELINE ANNE ROSSALL

PAMELA MARGARET PECK

ALAN HARTLEY

JOYCE GLADYS HARTLEY

DARREN ALAN HARTLEY

MARIAN HARTLEY

UNILINK AGENCIES LIMITED

JAMES BARRY MASON

JUDITH LYNNE MASON

DENYS ANTHONY KEEN RYDER

CHRISTINE ELAINE RYDER

We certify this document as a true copy of the original
Hannah Sutherland
Date: 29.09.2022
EVERSHEDS SUTHERLAND (INTERNATIONAL) LLP

ROY SIMPSON

THOMAS JONATHAN SIMPSON

HELEN MICHELLE SIMPSON

MARJORIE DANSON

IRENE MARGARET SAUL

CAROLINE MARGARET SAUL

STEPHEN ROY HOLT

GILLIAN HOLT

ROBERT DAWSON

ANN ELIZABETH DAWSON

Agreement

under section 106 Town and Country Planning Act 1990 relating to Pickerings Farm Site, Flag Lane, Penwortham, Lancashire PR1 9TP

Application Numbers 07/2021/00886/ORM, 07/2021/00887/ORM
Appeal References APP/F2360/W/22/3295502 and APP/F2360/W/22/3295498

THIS AGREEMENT is made on 29 September 2022

BETWEEN:

- (1) **SOUTH RIBBLE BOROUGH COUNCIL** of Civic Centre, West Paddock, Leyland, Lancashire PR25 1DH (the "**Council**");
- (2) **LANCASHIRE COUNTY COUNCIL** of PO Box 100, County Hall, Fishergate, Preston, Lancashire, PR1 0LD (the "**County Council**");
- (3) **TAYLOR WIMPEY UK LIMITED** a company registered in England and Wales with company number 01392762 whose registered office is Gate House, Turnpike Road, High Wycombe, Buckinghamshire HP12 3NR ("**Taylor Wimpey**");
- (4) **THE HOMES AND COMMUNITIES AGENCY (TRADING AS HOMES ENGLAND)** of 50 Victoria Street, Westminster, London SW1H 0TL ("**Homes England**");
- (5) **SUSAN DOROTHY SIMPSON** of Higher Redlands, Evercreech, Shepton Mallett, Somerset BA4 6LY;
- (6) **JOYCE ALICE KOLACZKOWSKI** AS EXECUTOR OF THE ESTATE OF **WILLIAM GEORGE ASHWORTH** of Oakwood House, Collyers Road, Brockenhurst, Hants SO42 7SE;
- (7) **THOMAS GEOFFREY KUCZERA** of [REDACTED]
- (8) **MARGARET KUCZERA** of [REDACTED]
- (9) **GEOFFREY STAZICKER LORD** of [REDACTED]
- (10) **ENID LORD** of [REDACTED]
- (11) **JAMES ROY TURNER** of [REDACTED]
- (12) **GRAHAM CHARLES TURNER** of [REDACTED]
- (13) **JACQUELINE ANNE ROSSALL** of [REDACTED]
- (14) **PAMELA MARGARET PECK** of [REDACTED]
- (15) **ALAN HARTLEY** of [REDACTED]
- (16) **JOYCE GLADYS HARTLEY** of [REDACTED]
- (17) **DARREN ALAN HARTLEY** of [REDACTED]
- (18) **MARIAN HARTLEY** of [REDACTED]
- (19) **UNILINK AGENCIES LIMITED** a company registered in the Isle of Man whose registered office is 19 Bank Howe, Onchan, Isle Of Man, IM3 2EN;
- (20) **JAMES BARRY MASON** of [REDACTED]
- (21) **JUDITH LYNNE MASON** of [REDACTED]
- (22) **DENYS ANTHONY KEEN RYDER** of [REDACTED]
- (23) **CHRISTINE ELAINE RYDER** of [REDACTED]
- (24) **ROY SIMPSON** of [REDACTED]

- (25) **THOMAS JONATHAN SIMPSON** of [REDACTED]
- (26) **HELEN MICHELLE SIMPSON** of [REDACTED]
- (27) **MARJORIE DANSON** of [REDACTED]
- (28) **IRENE MARGARET SAUL** of [REDACTED]
- (29) **CAROLINE MARGARET SAUL** of [REDACTED]
- (30) **STEPHEN ROY HOLT** of [REDACTED]
- (31) **GILLIAN HOLT** of [REDACTED]
- (32) **ROBERT DAWSON** of [REDACTED]
- (33) **ANN ELIZABETH DAWSON** of [REDACTED]

ES
29/09/22

(together parties ⁴ 1 - 33 above, shall be referred to as the "**Owners**")

WHEREAS

- (A) For the purposes of the 1990 Act, the Council is the local planning authority for the area within which the Site is located and is entitled to enforce the obligations contained within this Agreement at Schedules 4 to 15
- (B) The County Council is the highway authority and the education authority for the area within which the Site is located and is entitled to enforce the obligations contained within this Agreement at Schedules 5, 8, and 14
- (C) On 10 August 2021 Taylor Wimpey and Homes England (together the "**Developers**") jointly submitted planning applications for outline planning permissions bearing references 07/2021/00886/ORM in respect of Development A and 07/2021/00887/ORM in respect of Development B (together the "**Applications**") to the Council.
- (D) The Applications were refused by the Council at a planning committee held on 29 November 2021 and the Developers subsequently submitted the Appeals to the Secretary of State.
- (E) The Appeals are to be determined by or on behalf of the Secretary of State following a public inquiry.
- (F) Development Site A is comprised of the land described at column A of Schedule 2 to this Agreement, the freeholders of which are those individuals or entities detailed in Column B to said Schedule.
- (G) Taylor Wimpey holds an interest in the third party land that forms part of Development Site A pursuant to various option agreements detailed in column C to Schedule 2 to this Agreement.
- (H) Development Site B is comprised of the land described in column A of Schedule 3 to this Agreement, the freeholder of which is Homes England.
- (I) The parties have agreed to enter into this Agreement with the intention that, in the event that the Planning Permissions are granted pursuant to the Appeals, the obligations contained in this Agreement may be enforced by the Council or the County Council (as

appropriate) against the Owners and their respective successors in title in accordance with the terms of this Agreement.

OPERATIVE PROVISIONS

1. INTERPRETATION

1.1 In this Agreement, the following words and expressions have the following meanings:

"1990 Act"	the Town and Country Planning Act 1990
"Affordable Housing"	housing for sale or rent, for those whose needs are not met by the market (including housing that provides a subsidised route to home ownership and/or is essential local works) including Affordable Rented Housing, Social Rented Housing and Intermediate Housing
"Affordable Housing Units"	a residential unit to be constructed as part of the Development which is either Affordable Rented Housing, Social Rented Housing, or Intermediate Housing
"Affordable Housing Scheme"	a scheme setting out the details for how the Affordable Housing shall be provided including details of the Affordable Housing's tenure, location, sizes and operator(s), together with the processes for identifying and nominating the occupiers for the Affordable Housing in accordance with paragraph 1 of Schedule 4
"Affordable Rented Units"	Affordable Housing let by a local authority or private registered provider of social housing to households who are eligible for social rented housing where the rent level is capped at 80% of the local market rent (including any service charges, where applicable)
"AQ Guidance"	the guidance provided in the South Ribble Borough Council Planning Authority Note: Low Emissions and Air Quality V4 (September 2020) and "Land-use Planning and Development Control: Planning for Air Quality", EPUK and IAQM (January 2017) or such other documents as may replace them from time to time
"Air Quality Mitigation Balancing Payment"	the sum of up to £290,012 (two hundred and ninety thousand and twelve pounds) to be paid by the Owner to the Council pursuant to Air Quality Mitigation Schemes in accordance with the provisions of Schedule 15
"Air Quality Mitigation Scheme"	a scheme which sets out the design and operational measures to be adopted which will mitigate the air quality impacts of the Development in accordance with Paragraph 2 of Schedule 15
"Appeal A"	the appeal made by the Developers to the Secretary of State following the refusal of the planning application made in connection with

	Development A, allocated the appeal reference APP/F2360/W/22/3295498
"Appeal B"	the appeal made by the Developers to the Secretary of State following the refusal of the planning application made in connection with Development B allocated the appeal reference APP/F2360/W/22/3295502.
"Appeal"	either Appeal A or Appeal B as appropriate
"Appeals"	Appeal A and Appeal B
"Biodiversity Enhancement and Offset Scheme"	a scheme to be submitted to the Council by the Owners pursuant to Paragraph 3 of Schedule 11 calculating the impacts of the Development on biodiversity and including details of the measures to be taken on the Site and/or off-site for the purposes of achieving a measurable biodiversity net gain of at least 10%
"CBLR"	the 'Cross Borough Link Road' as defined in the Council's Local Plan Policy A2
"Chargee"	any mortgagee or chargee of the Registered Provider of the Affordable Housing Units (or any number of them) and any receiver (including an administrative receiver) and manager appointed by such mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security or any administrator (howsoever appointed) including a housing administrator
"Chargee's Duty"	the provisions of paragraphs 4.2 to 4.5 of Schedule 4
"Commencement"	the carrying out of a material operation in respect of the Development as defined in section 56(4) of the 1990 Act but excluding: <ul style="list-style-type: none"> (a) site investigations or surveys including exploratory boreholes or excavations; (b) site clearance; (c) the demolition of any buildings or structures on the Site; (d) the construction of temporary site access and service roads; (e) the erection of construction fencing or hoarding; (f) the erection of construction accommodation and facilities;

(g) works for the provision of drainage or mains services to prepare the Site for development;

(h) works associated with ecological mitigation;

(i) the construction of internal site roads and drainage infrastructure serving the Development pursuant to the Planning Permissions, and

(j) the construction of off-site highways works and improvements and junction works.

and "Commence", "Commencement" and "Commenced" shall be construed accordingly

"Community Concierge"

a person or persons funded and employed by the Owners to provide and co-ordinate the services from the Mobility Hub and who shall be based in the Mobility Hub

"Date of Deemed Service"

in each instance where a Chargee has served a Default Notice under paragraph 4.2.1 of Schedule 4: in the case of service by delivery by hand of the Default Notice to the Council's offices at the Council's address during the hours of 08:30 - 17:15 on Mondays, Tuesdays, Thursdays and Fridays and 10:00 - 17:15 on Thursdays (with the exception of any day which is not a Working Days), the date on which the Default Notice is so delivered or in the case of service by using first class registered post to the Council's offices at the Council's address, the second Working Day after the date on which the Default Notice is posted (by being placed in a post box or being collected by or delivered to Royal Mail) PROVIDED THAT the Chargee is able to evidence that the Default Notice was actually delivered to the Council (by Royal Mail proof of delivery or otherwise).

"Default Notice"

a notice in writing served on the Council by the Chargee under paragraph 4.2.1 of Schedule 4 of the Chargee's intention to enforce its security over the relevant Affordable Housing Units

"DEFRA Guidance"

the guidance documents issued by the Department for the Environment, Food and Rural Affairs on 26th March 2021 entitled "Air Quality Appraisal: Damage Cost Guidance" and "Damage Cost Appraisal Toolkit" or such document or policy that shall replace the same from time to time

"Development A"

the development of Development Site A for a residential-led mixed-use development of up to 920 dwellings (Use Classes C3 and C2), a local centre including retail, employment and community uses (Use Classes E and Sui Generis), a two form entry primary school (Use Class F), green infrastructure, and associated infrastructure

	following the demolition of certain existing buildings
"Development B"	the development of Development Site B for up to 180 dwellings (Use Classes C3 and C2), green infrastructure and associated Infrastructure
"Development"	Development A and Development B
"Development Site A"	the land identified at Schedule 2 and shown for identification edged red on Plan A being 45.88 hectares of land at Pickerings Farm Site, Flag Lane Penwortham, Lancashire and being land against which this Agreement may be enforced
"Development Site B"	the land identified at Schedule 3 and shown for identification edged red on Plan B being 6.39 hectares of land at Pickerings Farm Site, Flag Lane Penwortham, Lancashire and being land against which this Agreement may be enforced
"Dwelling"	a residential unit to be constructed as part of the Development including the Affordable Rented Units, Social Rented Units, Intermediate Housing and Market Housing
"Estate Management Scheme"	a scheme setting out how public open space, public realm, surface water drainage, and public facilities such as cycle racks and tracks within the Development will be managed and maintained
"Estimated Market Value"	the estimated amount for which an asset should exchange on the valuation date between a willing buyer and a willing seller in an arm's length transaction, after proper marketing and where the parties had each acted knowledgeably, prudently and without compulsion in accordance with the principles set out in the Royal Institute of Chartered Surveyors "Red Book" as published from time to time
"Framework Infrastructure Delivery Plan"	the framework infrastructure delivery plan appended to this Agreement at Appendix 2
"Index"	the All In Tender Price Index published by the Building Cost Information Service of the Royal Institution of Chartered Surveyors or any index which may succeed it
"Infrastructure Delivery Plan"	the infrastructure delivery plan or plans to be prepared and submitted to the Council for approval in accordance with the provisions of Schedule 6.
"Infrastructure Levy"	the "Infrastructure Levy" as defined in the Levelling Up and Regeneration Bill
"Intention Notice"	a notice in writing served on the Chargee by the Council under paragraph 4.2.2 of Schedule 4 that the Council is minded to purchase the relevant Affordable Housing Units

“Interest”	interest at three per cent (3%) above the base lending rate of Barclays Bank
“Interim Mobility Hub”	a location, provided and operated by the Community Concierge on a temporary basis until the Permanent Mobility Hub has been provided and is operational at which information on sustainable travel can be readily accessed and assistance given in achieving personal travel planning improvements, such hub to offer a range of facilities and as a minimum: personal travel planning, bike sharing, bike stop offering tools and assistance with repairs, information on car clubs and car sharing, information on walking, cycling, and public transport information.
“Interim Village Centre”	interim facilities to be provided at the location shown in an approved Infrastructure Delivery Plan until the Permanent Village Centre has been provided and is operational in accordance with Schedule 10, and which shall comprise as a minimum: (a) local needs convenience retail/services; (b) the Interim Mobility Hub; (c) employment and community uses, and (d) dedicated co-working space or such other facilities as may be agreed by the Council in writing from time to time.
“Intermediate Units”	housing for sale and rent provided to households eligible for intermediate housing at a cost below market levels in accordance with the current guidance and standards published from time to time by Homes England
“Levelling Up and Regeneration Bill”	the draft Bill entitled ‘the Levelling Up and Regeneration Bill’, introduced to Parliament on 11 May 2022
“Local Employment and Training Plan”	a scheme prepared and implemented in accordance with the provisions in Schedule 13
“Local Residents”	residents of the Borough of South Ribble
“Market Housing”	Dwellings other than the Affordable Rented Units, Intermediate Units and Social Rented Units
“Market Value”	the price that might reasonably be expected to be obtained for the freehold or long leasehold of a Dwelling from a private purchaser to be calculated by taking the mean (average) of 3 local estate agent valuations of the relevant Dwelling
“Moratorium Period”	in each instance where a Chargee has served a Default Notice under paragraph 4.2.1 of Schedule 4, the period from (and including) the Date of Deemed Service on the Council of the Default Notice to (and including) the date falling three months after such Date of Deemed Service (or such longer period as may be agreed between the Chargee and the Council)

"Occupy"	the physical occupation of a building in the Development or where the context requires a building in any part of the Development but excluding occupation by personnel engaged in construction, marketing, fitting out, testing, security or estate management and the words "Occupation" and "Occupied" shall be construed accordingly
"Option"	means the option to be granted to the Council (and/or its nominated substitute Registered Provider) in accordance with paragraph 4.2.3 of Schedule 4 for the purchase of the Affordable Housing Units
"Permanent Mobility Hub"	a permanent location, operated by the Community Concierge, where information on sustainable travel can be readily accessed and assistance given in achieving personal travel planning improvements, such hub to offer a range of facilities and as a minimum: personal travel planning, bike sharing, bike stop offering tools and assistance with repairs, information on car clubs and car sharing and electric vehicle charging points, information on walking, cycling and public transport information, and (if feasible) parcel drop off and collection.
"Permanent Village Centre"	facilities to be provided at the location shown in an approved Infrastructure Delivery Plan in accordance with Schedule 10 which shall comprise as a minimum: <ul style="list-style-type: none"> (a) local needs convenience retail/services; (b) the Mobility Hub (unless the same shall be located elsewhere with the written agreement of the County Council); (c) employment and community uses, and (d) dedicated co-working space or such other facilities as may be agreed by the Council in writing from time to time.
"Phase"	a phase of the Development identified on the Phasing Plan approved pursuant to Condition 3 of Planning Permission A and Planning Permission B PROVIDED THAT where a Phase is to be delivered in sub-phases references to a Phase shall mean a sub-phase
"Planning Permission A"	the planning permission for Development A that may be granted pursuant to Appeal A
"Planning Permission B"	the planning permission for Development B that may be granted pursuant to Appeal B
"Planning Permission"	either Planning Permission A or Planning Permission B as appropriate (in so far as such are granted pursuant to the Appeal)
"Plans"	the plans found at Schedule 1 to this Agreement
"Primary School"	a two-form entry primary school to be constructed on the Primary School Land following the transfer of the Primary School Land to the County Council

	in accordance with the Department for Education's current school building guidance
"Primary School Land"	the land hatched black and marked "A" on the plan included at page 2 of appendix 1 to the Framework Infrastructure Delivery Plan (found at Appendix 2 of this Agreement) to be safeguarded for the Primary School
"Primary School Notice"	a notice to be served by the County Council on the Owners accompanied by evidence to the Owners' reasonable satisfaction of the County Council's intention for the Primary School to be delivered on the Primary School Land and requesting the Owners to transfer such of the Primary School Land as is required for the Primary School to the County Council in accordance with the provisions of Schedule 5
"Registered Provider"	the Council or other registered provider of social housing as defined by the Housing and Regeneration Act 2008 (or as defined by any amendment, replacement or re-enactment of such Act) and registered under the provisions of the Housing and Regeneration Act 2008 or any company or other body registered with or approved by Homes England or its successor organisation, any body organisation or company which is a registered charity with the Charity Commissioners for England and Wales and approved by Homes England or any other body organisation or company approved by the Council and which has objects demonstrably similar to or compatible with or promoting those of a registered social landlord
"Reserved Matters"	the matters which have been reserved for subsequent approval and to be submitted pursuant to the Planning Permissions
"Reserved Matters Application"	an application for the approval by the Council of any Reserved Matters pursuant to either of the Planning Permission A and/or Planning Permission B
"Secretary of State"	the Secretary of State for Levelling Up, Housing and Communities or such other minister or entity that may exercise his statutory planning powers under the Act from time to time
"Site"	means Development Site A and Development Site B
"Social Rented Units"	residential housing units owned by local authorities and Affordable Housing Providers (as defined in section 80 of the Housing and Regeneration Act 2008), for which guideline target rents are determined through the National Rent Regime which may also be owned by other persons and provided under equivalent rental arrangements to the above, as agreed with the Council

"Specialist"	has the meaning given to it in clause 10.2
"Spine Road"	an estate road to be constructed in accordance with the Spine Road Criteria
"Spine Road Criteria"	the criteria governing the design of the Spine Road appended to this Agreement at Appendix 4
"Spine Road Land"	the land to be safeguarded for the Spine Road shown hatched black on Plan E
"Spine Road Phase(s)"	the part or parts of the Spine Road to be delivered in conjunction with the Phases of the Development in accordance with the approved Infrastructure Delivery Plan
"the Sports and Recreation Contribution"	the sum of £1,647,768 to be paid by the Owners to the Council in instalments in accordance with Schedule 12
"Sums Due"	all sums due to a Chargee of the Affordable Housing Units pursuant to the terms of its Charge including (without limitation) all interest and reasonable legal and administrative fees costs and expenses
"Third Party"	an owner of Third Party Land who is not an Owner, Taylor Wimpey or Homes England
"Third Party Land"	land adjoining the Site owned by a Third Party which has planning permission for a road which is proposed to connect into the Spine Road to form part of the CBLR
"Use Class"	the use classes set out in the Town and Country Planning (Use Classes) Order 1987 (as amended from time to time)
"Working Day(s)"	any day on which clearing banks in the City of London are (or would be but for a strike lock-out or other stoppage affecting such banks generally) open during banking hours

1.2 In this Agreement:

- 1.2.1 further definitions are contained in the Schedules to this Agreement and shall have in respect of that Schedule the meaning set out therein;
- 1.2.2 the clause headings do not affect its interpretation;
- 1.2.3 unless otherwise indicated, references to Clauses and Schedules are to Clauses of and Schedules to this Agreement and references in a Schedule to a Part or Paragraph are to a Part or Paragraph of that Schedule;
- 1.2.4 references to any statute or statutory provision include references to:
 - 1.2.4.1 all Acts of Parliament and all other legislation having legal effect in the United Kingdom as enacted at the date of this Agreement; and

1.2.4.2 any orders, regulations, instruments or other subordinate legislation made under that statute or statutory provision;

as amended from time to time.

1.2.5 unless otherwise expressly stated references to the Site includes any part or parts of it;

1.2.6 references to any party in this Agreement include the successors in title of that party and references to

1.2.7 the Council include any successor local planning authority exercising planning powers under the 1990 Act, and

1.2.8 the County Council include any successor to it in its capacity of local highways authority or local education authority;

1.2.9 "include" means "include, without limitation";

1.2.10 words of any one gender include all other genders including neuter genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed interchangeably;

1.2.11 where two or more people form a party to this Agreement, the obligations they undertake may be enforced against them all jointly or against each of them individually unless there is express provision otherwise;

1.2.12 any covenant by the Owners not to do any act or thing includes a covenant not to permit or allow the doing of that act or thing;

1.2.13 if any provision is held to be illegal, unlawful, invalid or unenforceable, the legality, validity and enforceability of the remainder of the Agreement is to be unaffected.

1.3 The parties to this Agreement do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it

2. **EFFECT OF THIS AGREEMENT**

2.1 This Agreement is made pursuant to section 106 of the 1990 Act and binds the Site. The obligations contained in this Agreement are planning obligations for the purposes of section 106 of the 1990 Act and are enforceable by the Council and / or the County Council (as appropriate), and to the extent that any obligations contained in this Agreement are not planning obligations for the purposes of the 1990 Act they are entered into by the Council and the County Council pursuant to the powers contained in section 111 of Local Government Act 1972, section 33 of the Local Government (Miscellaneous Provisions) Act 1982, section 2 of the Local Government Act 2000 and Section 1 of the Localism Act 2011 and all other enabling powers.

2.2 This Agreement shall not take effect and shall not bind any interest in or be enforceable against any person in respect of Development Site A unless and until Planning Permission A is granted pursuant to Appeal A.

2.3 This Agreement shall not take effect and shall not bind any interest in or be enforceable against any person in respect of Development Site B unless and until Planning Permission B is granted pursuant to Appeal B.

2.4 It is agreed that notwithstanding the contents of this Agreement in the event that the Secretary of State concludes in determining the Appeals that any obligation(s) in this Agreement do not meet the tests contained in regulation 122 of the Community Infrastructure Levy Regulations 2010 (as amended) and/or states that he has not placed

any weight on such obligation(s) in making the decision to grant the Planning Permissions then such obligation(s) shall not have effect and shall not be given by the Owners.

- 2.5 Nothing in this Agreement restricts or is intended to restrict the proper exercise at any time by the Council or the County Council of any of their statutory powers, functions or discretions in relation to the Site.
- 2.6 In the event that the Secretary of State grants Planning Permission pursuant to Appeal A and/or Appeal B, this Agreement will be registered as a local land charge in respect of the Site by the Council.
- 2.7 The obligations in this Agreement will not be enforceable against a statutory undertaker after the transfer of the statutory apparatus and any land upon or in which the statutory apparatus is situated by the Owners to that statutory undertaker.
- 2.8 Unless otherwise expressly stated, no obligations contained in this Agreement shall be binding on any freehold or leasehold owners or occupiers of individual Dwellings constructed pursuant to the Planning Permissions (or their respective mortgagees).
- 2.9 Unless otherwise expressly stated, no obligations contained in this Agreement shall be binding on any owners or occupiers of individual non-residential units constructed pursuant to the Planning Permissions (or their respective mortgagees).
- 2.10 Unless otherwise expressly stated nothing in this Agreement prohibits or limits the right to develop any part of the Site in accordance with a planning permission, other than one relating to the Development as specified in the Appeals, granted after the date of this Agreement, whether or not pursuant to an appeal.

3. **COMING INTO EFFECT OF OBLIGATIONS**

- 3.1 Unless otherwise expressly stated the obligations relating to Development Site A contained in **Schedules 4 to 15** do not come into effect until the date on which Development A Commences, pursuant to Planning Permission A.
- 3.2 Unless otherwise expressly stated the obligations relating to Development Site B contained in **Schedules 4, 11, 12, 13, 14 and 15** do not come into effect until the date on which Development B Commences, pursuant to Planning Permission B.

4. **OBLIGATIONS OF THE PARTIES**

- 4.1 The Owners of Development Site A covenant to the Council that they will comply with the obligations set out in **Schedules 4 to 15** in relation to Development A.
- 4.2 The Owners of Development Site B covenant to the Council that they will comply with the obligations set out in **Schedules 4, 6, 11, 12, 13, 14 and 15** in relation to Development B.
- 4.3 The Owners of Development Site A covenant to the County Council that they will comply with the obligations set out in **Schedules 5, 8, and 14** in relation to Development A.
- 4.4 The Owners of Development Site B covenant to the County Council that they will comply with the obligations set out in **Schedule 14** in relation to Development B.
- 4.5 The Council covenants to the Owners that it will comply with its obligations set out in **Schedule 16** in relation to Development A.
- 4.6 The Council covenants to the Owners that it will comply with its obligations set out in **Schedule 16** in relation to Development B.
- 4.7 The County Council covenants to the Owners that it will comply with its obligations set out in **Schedule 17** in relation to Development A.

- 4.8 The County Council covenants to the Owners that it will comply with its obligations set out in **Schedule 17** in relation to Development B.
- 4.9 The Council shall act reasonably, properly and diligently in exercising its discretion and discharging its functions under this Agreement. In particular, where any notice, consent, approval, authorisation, agreement or other similar affirmation is required under the terms of the Agreement, the Council will not unreasonably withhold or delay such notice, consent, approval, authorisation, agreement or other similar affirmation.
- 4.10 The County Council shall act reasonably, properly and diligently in exercising its discretion and discharging its functions under this Agreement. In particular, where any notice, consent, approval, authorisation, agreement or other similar affirmation is required under the terms of the Agreement, the County Council will not unreasonably withhold or delay such notice, consent, approval, authorisation, agreement or other similar affirmation.
- 4.11 No person will be liable for any breach of the terms of this Agreement occurring after the date on which they part with their interest in the Site or the relevant part or parts of the Site in respect of which such breach occurs, but they will remain liable for any breaches of this Agreement occurring before that date. Neither the reservation of any rights or the inclusion of any covenants or restrictions over any part of the Site in any transfer of the same will constitute an interest for the purposes of this clause 4.11.
- 4.12 Any payment due from the Owners under this Agreement which is not paid on the due date shall be payable with Interest applied from the due date to the date of actual payment.
- 4.13 Any sum stated to be paid or incurred by the Owners under the provisions of the Schedules to this Agreement shall be increased by an amount equivalent to the increase in the Index from the date hereof, until the date on which such sum is payable.
- 4.14 The sums stated in this Agreement are exclusive of VAT.
- 4.15 From the date on which Taylor Wimpey and/or Homes England Commence the Development of Site A whichever of Taylor Wimpey and/or Homes England is undertaking the relevant part of the Development shall indemnify the Owners of Development Site A (save for Homes England) against all losses damages costs claims expenses or liabilities arising in relation to the breach non-performance or non-observance of any of the obligations in this Agreement PROVIDED THAT this indemnity shall not have effect in respect of any such losses damages claims expenses or liabilities that have arisen as a result of the relevant Owner or Owners' own acts omissions or negligence.

5. **TERMINATION OF THIS AGREEMENT**

- 5.1 If Planning Permission A expires before the Commencement of Development A or shall at any time be revoked or for any reason cease to remain extant, this Agreement shall forthwith determine and cease to have effect insofar as the obligations are attached to Planning Permission A, in which case the registration of this Agreement on the Register of Local Land Charges shall forthwith be cancelled by the Council in respect of Development Site A.
- 5.2 If Planning Permission B expires before the Commencement of Development B or shall at any time be revoked or for any reason cease to remain extant, this Agreement shall forthwith determine and cease to have effect insofar as the obligations are attached to Planning Permission B, in which case the registration of this Agreement on the Register of Local Land Charges shall forthwith be cancelled by the Council in respect of Development Site B.
- 5.3 Where the Agreement (or the Agreement insofar as it relates to either Development A or Development B) comes to an end under the relevant part of the Agreement pursuant to clause 5.1 and 5.2, any monies paid under this Agreement to the Council and the County Council, with the exception of fees paid under clause 9, shall be returned to the party that made the payment within one month of the Agreement coming to an end together with any

Interest accrued on the monies from and including the date of payment to and including the date of repayment.

- 5.4 Where the Agreement is released in part by a future agreement, the Council shall within two (2) weeks of the date of such future agreement place a note against the entry made in the Local Land Charges Registers stating which obligations no longer have effect.
- 5.5 If any of the Owners makes a request in writing for the Council to place a note against the entry made in the Local Land Charges Register stating which obligations under this Agreement have been discharged and complied with, the Council shall within two (2) weeks of receipt of such request place such a note against the entry.

6. COMMENCEMENT OF DEVELOPMENT

- 6.1 The Owners of Development Site A shall give to the Council no less than 5 Working Days' written notice of the intended Commencement date of Development A.
- 6.2 The Owners of Development Site B shall give to the Council no less than 5 Working Days' written notice of the intended Commencement date of Development B.

7. COMMUNITY INFRASTRUCTURE LEVY

- 7.1 If after the date of this Agreement there shall be enacted any new or revised "tax" related to the grant of planning permission (whether the community infrastructure levy, the Infrastructure Levy proposed in the Levelling Up and Regeneration Bill or otherwise) and/or there shall be any changes to any such existing tax, and the terms of such tax or amended tax mean that any obligations under this Agreement or under any condition attached to the Planning Permissions change or that the Owners must pay a sum to any person (whether HM Government or to the Council or otherwise) which would duplicate, add to or overlap with any obligation of a party under this Agreement then the parties agree that the terms of this Agreement may at the election of the party affected be modified to such extent (if any) as is necessary to ensure that the party affected shall not be required to contribute (whether by financial contribution or works in kind or both) more than once (in whole or in part) for any item of infrastructure or matter.

8. NOTICES

- 8.1 Any notice, demand or any other communication served under this Agreement will be effective only if delivered by hand or sent by first class post, pre-paid or recorded delivery.
- 8.2 Any notice, demand or any other communication served is to be sent to the address of the relevant party set out at the beginning of this Agreement or to such other address as one party may notify in writing to the others at any time as its address for service.
- 8.3 Unless the time of actual receipt is proved, a notice, demand or communication sent by the following means is to be treated as having been served:
- 8.3.1 if delivered by hand, at the time of delivery;
 - 8.3.2 if sent by post, on the second working day after posting; or
 - 8.3.3 if sent by recorded delivery, at the time delivery was signed for.
- 8.4 If a notice, demand or any other communication is served after 4.00 pm on a working day, or on a day that is not a working day, it is to be treated as having been served on the next working day.
- 8.5 For the avoidance of doubt, where proceedings have been issued in the Courts of England and Wales, the provisions of the Civil Procedure Rules must be complied with in respect of the service of documents in connections with those proceedings.

9. **COSTS OF THIS AGREEMENT**

9.1 Upon completion of this Agreement the Developers shall pay to the Council its reasonable and proper legal costs up to a maximum of £3,000 (three thousand pounds) in connection with the preparation, negotiation and completion of this Agreement.

9.2 Upon completion of this Agreement the Developers shall pay to the County Council its reasonable and proper legal costs up to a maximum of £1,500 (one thousand and five hundred pounds) in connection with the preparation, negotiation and completion of this Agreement.

10. **DETERMINATION OF DISPUTES**

10.1 Subject to clause 10.7 if any dispute arises relating to or arising out of the terms of this Agreement, a party may give to the other written notice requiring the dispute to be determined under this clause 10. The notice is to propose an appropriate Specialist and specify the nature and substance of the dispute and the relief sought in relation to the dispute.

10.2 For the purposes of this clause 10, a "Specialist" is a person qualified to act as an expert in relation to the dispute and unless otherwise agreed in writing by the Owners and the Council (and if appropriate the County Council) having not less than ten years' professional experience in relation to developments in the nature of the Developments.

10.3 Any dispute over the type of Specialist appropriate to resolve the dispute may be referred at the request of any party to the President or next most senior available officer of the Law Society from time to time who will have the power, with the right to take such further advice as he may require, to determine the appropriate type of Specialist and to arrange his nomination under clause 10.4.

10.4 Any dispute over the identity of the Specialist is to be referred at the request of any party to the President or other most senior available officer of the organisation generally recognised as being responsible for the relevant type of Specialist who will have the power, with the right to take such further advice as he may require, to determine and nominate the appropriate Specialist or to arrange his nomination. If no such organisation exists, or the parties cannot agree the identity of the organisation, then the Specialist is to be nominated by the President or next most senior available officer of the Law Society.

10.5 The Specialist is to act as an independent expert and:

10.5.1 each party may make written representations within ten working days of his appointment and will copy the written representations to the other party or parties;

10.5.2 each party is to have a further ten working days to make written comments on the other's representations and will copy the written comments to the other party or parties;

10.5.3 the Specialist is to be at liberty to call for such written evidence from the parties and to seek such legal or other expert assistance as he or she may reasonably require;

10.5.4 the Specialist is not to take oral representations from the parties without giving all relevant parties the opportunity to be present and to give evidence and to cross-examine each other;

10.5.5 the Specialist is to have regard to all representations and evidence before him when making his decision, which is to be in writing, and is to give reasons for his decision; and

10.5.6 the Specialist is to use all reasonable endeavours to publish his decision within 30 working days of his appointment.

10.6 Responsibility for the costs of referring a dispute to a Specialist under this clause 10, including costs connected with the appointment of the Specialist and the Specialist's own costs, but not the legal and other professional costs of any party in relation to a dispute, will be decided by the Specialist.

10.7 This clause 10 does not apply to disputes in relation to matters of law or the construction or interpretation of this Agreement which will be subject to the jurisdiction of the courts.

11. **JURISDICTION**

11.1 This Agreement is to be governed by and interpreted in accordance with the law of England.

11.2 The courts of England and Wales are to have jurisdiction in relation to any disputes between the parties arising out of or related to this Agreement.

12. **WAIVER**

12.1 No waiver (whether express or implied) by the Council or the County Council of any breach or default in the performance or observance of any of the covenants terms or conditions of this Agreement shall constitute a continuing waiver and no such waiver shall prevent the Council or the County Council from enforcing any of the relevant covenants terms or conditions or from acting upon any subsequent breach or default.

13. **EXECUTION**

13.1 The parties have executed this Agreement as a deed and it is delivered on the date set out above.

SCHEDULE 1

PLANS

PLAN A - SITE A

PLAN B - SITE B

PLAN C - NOT USED

PLAN D - NOT USED

PLAN E - PLAN VN211918-SPINE01



Application Site Boundary

ll
Authorized Signatory

30955

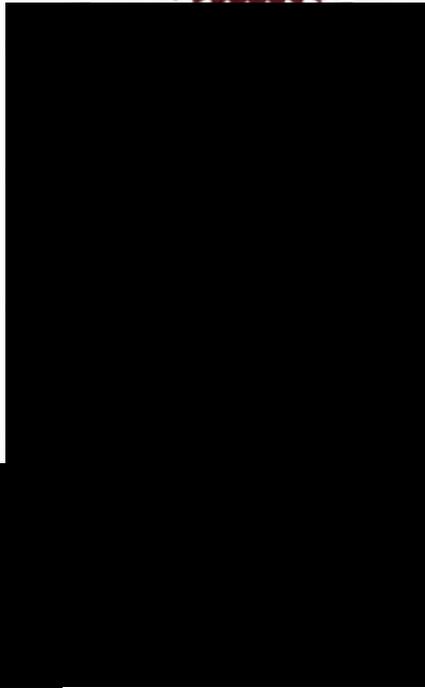
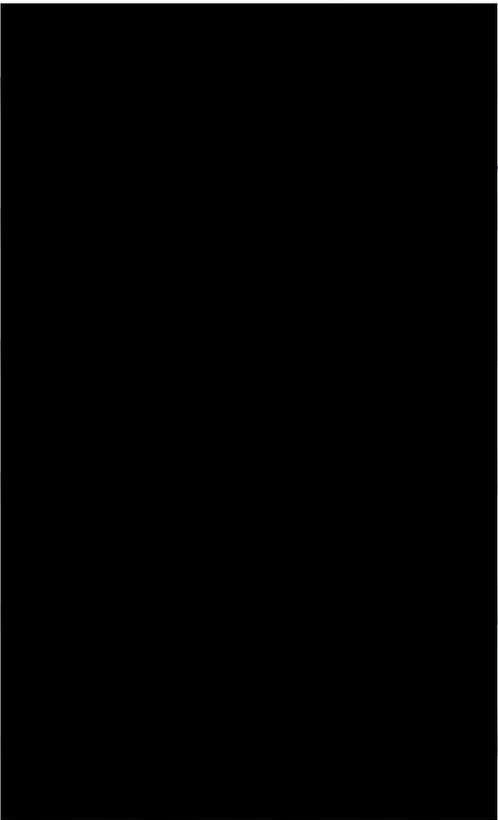
Spine Road Land

Ref: VN211918-Spine01



30955
[Signature]
Authorized signatory

D61350
[Signature]



SCHEDULE 2

TITLE DETAILS – DEVELOPMENT SITE A

Part 1 – Description of Development Site A

45.88 hectares of land at Pickerings Farm Site, Flag Lane Penwortham, Lancashire

Part 2 – Ownership Schedule

A. Title Number	B. Freehold Owner(s)	C. Details of Option Agreement (if applicable)
LA568738	Susan Dorothy Simpson	<p>Subject to an option agreement dated 8 December 2011 made between (1) Susan Simpson and others and (2) Taylor Wimpey</p> <p>Subject to a supplemental agreement dated 16 November 2021 made between (1) Joyce Alice Kolaczowski, William George Ashworth and others and (2) Taylor Wimpey</p>
LA892328	Joyce Alice Kolaczowski as executor of the Estate of William George Ashworth	<p>Subject to an option agreement dated 8 December 2011 made between (1) William George Ashworth and others and (2) Taylor Wimpey, affecting the land edged blue on the title plan</p> <p>Subject to a supplemental agreement dated 16 November 2021 made between (1) Joyce Alice Kolaczowski, William George Ashworth and others and (2) Taylor Wimpey</p>
LA550500	Thomas Geoffrey Kuczera and Margaret Kuczera	<p>Subject to an option agreement dated 8 December 2011 made between (1) Thomas Geoffrey Kuczera and Margaret Kuczera and others and (2) Taylor Wimpey</p> <p>Subject to a supplemental agreement dated 16 November 2021 made between (1) Joyce Alice Kolaczowski, William George Ashworth and others and (2) Taylor Wimpey</p>
LA627312	Geoffrey Stazicker Lord and Enid Lord	<p>Subject to an option agreement dated 8 December 2011 made between (1) Geoffrey Stazicker Lord and Enid Lord and others and (2) Taylor Wimpey, affecting the land edged blue on the title plan</p> <p>Subject to a supplemental agreement dated 16 November 2021 made between (1) Joyce Alice Kolaczowski, William George Ashworth and others and (2) Taylor Wimpey</p>
LA847605	James Roy Turner, Graham Charles Turner, Jacqueline	Subject to an option agreement dated 8 December 2011 made between (1) James

	Anne Rossall and Pamela Margaret Peck	Roy Turner, Graham Charles Turner, Jacqueline Anne Rossall and Pamela Margaret Peck and others and (2) Taylor Wimpey Subject to a supplemental agreement dated 16 November 2021 made between (1) Joyce Alice Kolaczowski, William George Ashworth and others and (2) Taylor Wimpey
LAN87499	Alan Hartley, Joyce Gladys Hartley, Darren Alan Hartley and Marian Hartley	Subject to an option agreement dated 8 December 2011 made between (1) Alan Hartley, Joyce Gladys Hartley, Darren Alan Hartley, Marian Hartley and others and (2) Taylor Wimpey Subject to a supplemental agreement dated 16 November 2021 made between (1) Joyce Alice Kolaczowski, William George Ashworth and others and (2) Taylor Wimpey
LA723687	Unilink Agencies Limited	Subject to an option agreement dated 21 December 2007 made between (1) Unilink Agencies Limited and (2) Taylor Wimpey
LA808055	Unilink Agencies Limited	Subject to an option agreement dated 21 December 2007 made between (1) Unilink Agencies Limited and (2) Taylor Wimpey, affecting the land edged yellow on the title plan
LA567097	James Barry Mason and Judith Lynne Mason	Subject to an option agreement dated 8 December 2011 made between (1) James Barry Mason and others and (2) Taylor Wimpey Subject to a supplemental agreement dated 16 November 2021 made between (1) Joyce Alice Kolaczowski, William George Ashworth and others and (2) Taylor Wimpey
LA567727	Denys Anthony Keen Ryder and Christine Elaine Ryder	Subject to an option agreement dated 8 December 2011 made between (1) Denys Anthony Keen Ryder and Christine Elaine Ryder and others and (2) Taylor Wimpey Subject to a supplemental agreement dated 16 November 2021 made between (1) Joyce Alice Kolaczowski, William George Ashworth and others and (2) Taylor Wimpey
LAN42894	Roy Simpson, Thomas Jonathan Simpson and Helen Michelle Simpson	Subject to an option agreement dated 8 December 2011 made between (1) Roy Simpson, Carole Anne Simpson, Thomas Jonathan Simpson, Helen Michelle Simpson and others and (2) Taylor Wimpey, affecting the land edged blue on the title plan

		Subject to a supplemental agreement dated 16 November 2021 made between (1) Joyce Alice Kolaczowski, William George Ashworth and others and (2) Taylor Wimpey
LA661579	Irene Margaret and Caroline Margaret Saul	Subject to an option agreement dated 8 December 2011 made between (1) Irene Margaret Saul and Caroline Margaret Saul and others and (2) Taylor Wimpey, affecting the land edged blue on the title plan Subject to a supplemental agreement dated 16 November 2021 made between (1) Joyce Alice Kolaczowski, William George Ashworth and others and (2) Taylor Wimpey
LAN153400	Stephen Roy Holt and Gillian Holt	Subject to a supplemental agreement dated 16 November 2021 made between (1) Joyce Alice Kolaczowski, William George Ashworth and others and (2) Taylor Wimpey
LAN248073	Marjorie Danson	Subject to an option agreement dated 8 December 2011 made between (1) Ronald Edward Danson and Marjorie Danson and others and (2) Taylor Wimpey Subject to a supplemental agreement dated 16 November 2021 made between (1) Joyce Alice Kolaczowski, William George Ashworth and others and (2) Taylor Wimpey
LAN216122	Robert Dawson and Ann Elizabeth Dawson	Subject to an option agreement dated 8 December 2011 made between (1) William George Ashworth and others and (2) Taylor Wimpey affecting the land tinted pink on the title plan Subject to a supplemental agreement dated 16 November 2021 made between (1) Joyce Alice Kolaczowski, William George Ashworth and others and (2) Taylor Wimpey
LA807379	Homes England	N/A
LA807716	Homes England	N/A
LAN155220	Homes England	N/A

SCHEDULE 3

TITLE DETAILS – DEVELOPMENT SITE B

Part 1 – Description of Development Site B

6.39 hectares of land at Pickerings Farm Site, Flag Lane Penwortham, Lancashire

Part 2 – Ownership Schedule

A. Title Number	B. Freehold Owner(s)	C. Details of Option Agreement (if applicable)
LA807717	Homes England	N/A
LA808055	Homes England	N/A

SCHEDULE 4

Affordable Housing

The Owners covenant with the Council as follows:

1. Affordable Housing Scheme

- 1.1 30% of the Dwellings in each Phase of the Development shall be Affordable Housing, which shall constitute of:
- 1.1.1 70% Affordable Rented Units and/or Social Rented Units; and
 - 1.1.2 30% Intermediate Units.
 - 1.1.3 or such tenure split as the Council may agree in writing from time to time.
- 1.2 The Owners shall as part of the first Reserved Matters Application for a Phase submit to the Council for approval an Affordable Housing Scheme which shall set out how the Affordable Housing Units will be provided in the relevant Phase and that the obligation in paragraph 1.1 of this Schedule is adhered to, and shall set out the overall strategy for the delivery of the Affordable Housing across the Development as a whole.
- 1.3 Each subsequent application for Reserved Matters which includes housing shall be accompanied by an updated Affordable Housing Scheme.
- 1.4 The Affordable Housing shall be delivered in accordance with the approved Affordable Housing Scheme as amended from time to time with the written approval of the Council.

2. Delivery of Affordable Housing

- 2.1 The Owners shall not Occupy or permit Occupation of more than 50% of the Market Housing Units in a Phase (or such other percentage as may be agreed with the Council from time to time) until they have exchanged the sale and purchase agreement for all of the Affordable Housing Units within the Phase and have given the Council written notification that such agreement has been exchanged;
- 2.2 The Owners shall not Occupy or permit Occupation of more than 75% of the Market Housing Units in a Phase (or such other percentage as may be agreed with the Council from time to time) until:
- 2.2.1 they have constructed and completed 100% of the Affordable Housing Units within that Phase, together with all necessary services connections and infrastructure and provided written notification of the same to the Council, and
 - 2.2.2 the Affordable Housing Units in that Phase have been transferred to the Registered Provider.
- 2.3 The Owners covenant that any transfer of the Affordable Housing Units to a Registered Provider shall:
- 2.3.1 be with limited title guarantee;
 - 2.3.2 be with vacant possession;
 - 2.3.3 be free of encumbrance other than existing at the time of the disposition (save for any financial charges or the transfer of statutory apparatus by the Owners to any statutory undertaker);

- 2.3.4 subject to a covenant by the Owners to provide vehicular access, foul and surface water sewers, water, gas, electricity and telecommunications service systems, and all other services reasonably necessary for the occupation of each of the Affordable Housing Units, lining in each case to the estate roads, sewers and service systems to be constructed and laid as part of the remainder of the Development and to connect ultimately to the highways and sewers maintainable at the public expense;
- 2.3.5 be subject to grant by the Owners to the Registered Provider of all rights of access and passage of services and other rights reasonably necessary for the beneficial enjoyment of the Affordable Housing Units; and
- 2.3.6 be subject to a reservation of all rights of access and passage of services and rights of entry reasonably necessary for the purpose of the Development.

3. **Affordable Housing Requirements**

3.1 The Owners covenant:

- 3.1.1 not to transfer the Social Rented Units and the Affordable Rented Units and any land occupied therewith or any part of it save by way of sale of the freehold or the grant of a long lease to a Registered Provider approved by the Council, Homes England and the Regulator (or its successor).
- 3.1.2 not to permit any Social Rented Units and the Affordable Rented Units to be Occupied otherwise than by a tenant of a Registered Provider in accordance with the approved Affordable Housing Scheme.
- 3.1.3 not to permit any Intermediate Unit to be Occupied other than in accordance with the approved Affordable Housing Scheme.
- 3.1.4 Subject to the provisions of Part 4 of this Schedule in respect of a Chargee, the covenants and restrictions contained in this paragraph shall not bind:
 - 3.1.4.1 mortgagees, chargees, receivers or successors in title to such mortgagees, chargees or receivers of the Registered Provider,
 - 3.1.4.2 any Affordable Housing Unit acquired from parties referred to in sub-paragraph 3.1.4.1 above

3.2 Any transfer of the Affordable Housing Units to a Registered Provider shall contain the provisions in Paragraph 2.3 above.

4. **Mortgagee Exclusion**

4.1 The Owners covenant not to use the Affordable Housing for any purpose other than Affordable Housing in accordance with the Affordable Housing Scheme PROVIDED ALWAYS THAT the obligations contained in this Schedule shall not be binding upon:

- 4.1.1 a person acquiring an interest in an Affordable Housing Unit under a statutory right to buy or acquire or a voluntary right to buy scheme under the Housing and Planning Act 2016;
- 4.1.2 any mortgagee or chargee or receiver of any party referred to at paragraph 4.1.1 above;
- 4.1.3 against any Chargee who has complied with the Chargee's Duty;
- 4.1.4 any successor in title to those parties referred to at paragraphs 4.1.1 to 4.1.3 above.

4.2 In order to benefit from the protection granted by paragraphs 4.1.3 and 4.1.4 above a Chargee must:

4.2.1 serve a Default Notice on the Council by delivery by hand to the Council's offices at the Council's offices between 9am and 5pm or using first class registered post to the Council's offices at the Council's offices in either case addressed to the Head of Planning and Head of Legal Services of the Council prior to seeking to dispose of the relevant Affordable Housing Units;

4.2.1.1 when serving the Default Notice, provide to the Council official copies of the title registers for the relevant Affordable Housing Units; and

4.2.1.2 subject to paragraph 4.4 below, not exercise its power of sale over or otherwise dispose of the relevant Affordable Housing Units before the expiry of the Moratorium Period except in accordance with paragraph 4.5 below.

4.2.2 From the first day of the Moratorium Period to (but excluding) the date falling one calendar month later, the Council may serve an Intention Notice on the Chargee.

4.2.3 Not later than 15 Working Days after service of the Intention Notice (or such later date during the Moratorium Period as may be agreed in writing between the Council and the Chargee), the Chargee will grant the Council (and/or the Council's nominated substitute Registered Provider) an exclusive option to purchase the relevant Affordable Housing Units which shall contain the following terms:

4.2.4 the sale and purchase will be governed by the Standard Commercial Property Conditions (Third Edition – 2018 Revision) (with any variations that may be agreed between the parties to the Option (acting reasonably));

4.2.5 the price for the sale and purchase will be agreed in accordance with paragraph 4.3.2 below or determined in accordance with paragraph 4.4 below;

4.2.6 provided that the purchase price has been agreed in accordance with paragraph 4.3.2 below or determined in accordance with paragraph 4.4 below, but subject to paragraph 4.2.7 below, the Council (or its nominated substitute Registered Provider) may (but is not obliged to) exercise the Option and complete the purchase of the relevant Affordable Housing Units at any time prior to the expiry of the Moratorium Period;

4.2.7 the Option will expire upon the earlier of (i) notification in writing by the Council (or its nominated substitute Registered Provider) that it no longer intends to exercise the Option and (ii) the expiry of the Moratorium Period; and

4.2.8 any other terms agreed between the parties to the Option (acting reasonably).

4.3 Following the service of the Intention Notice:

4.3.1 the Chargee shall use reasonable endeavours to reply to enquiries raised by the Council (or its nominated substitute Registered Provider) in relation to the Affordable Housing Units as expeditiously as possible having regard to the length of the Moratorium Period; and

4.3.2 the Council (or its nominated substitute Registered Provider) and the Chargee shall use reasonable endeavours to agree the purchase price for the relevant Affordable Housing Units, which shall be the higher of:

- 4.3.2.1 the price reasonably obtainable in the circumstances having regard to the restrictions as to the use of the relevant Affordable Housing Units contained in this Schedule 4; and
 - 4.3.2.2 unless otherwise agreed in writing between the Council (or its nominated substitute Registered Provider) and the Chargee) the Sums Due.
- 4.4 On the date falling 10 Working Days after service of the Intention Notice, if the Council (or its nominated substitute Registered Provider) and the Chargee have not agreed the price pursuant to paragraph 4.3.2(a) above:
- 4.4.1 the Council (or its nominated substitute Registered Provider) and the Chargee shall use reasonable endeavours to agree the identity of an independent surveyor having at least 10 years' experience in the valuation of affordable/social housing within South Ribble to determine the dispute and, if the identity is agreed, shall appoint such independent surveyor to determine the dispute;
 - 4.4.2 if, on the date falling 15 Working Days after service of the Intention Notice, the Council (or its nominated substitute Registered Provider) and the Chargee have not been able to agree the identity of an independent surveyor, either party may apply to the President for the time being of the Royal Institution of Chartered Surveyors or his deputy to appoint an independent surveyor having at least 10 years' experience in the valuation of affordable/social housing within the London area to determine the dispute;
 - 4.4.3 the independent surveyor shall determine the price reasonably obtainable referred to at paragraph 4.3.2(a) above, due regard being had to all the restrictions imposed upon the relevant Affordable Housing Units by this Agreement;
 - 4.4.4 the independent surveyor shall act as an expert and not as an arbitrator;
 - 4.4.5 the fees and expenses of the independent surveyor are to be borne equally by the parties;
 - 4.4.6 the independent surveyor shall make his/her decision and notify the Council, the Council's nominated substitute Registered Provider (if any) and the Chargee of that decision no later than 14 days after his/her appointment and in any event within the Moratorium Period; and
 - 4.4.7 the independent surveyor's decision will be final and binding (save in the case of manifest error or fraud).
- 4.5 The Chargee may dispose of the relevant Affordable Housing Units free from the obligations and restrictions contained in paragraph 4.1 of this Schedule which shall determine absolutely in respect of those Affordable Housing Units (but subject to any existing tenancies) if:
- 4.5.1 the Council has not served an Intention Notice before the date falling one calendar month after the first day of the Moratorium Period;
 - 4.5.2 the Council (or its nominated substitute Registered Provider) has not exercised the Option and completed the purchase of the relevant Affordable Housing Units on or before the date on which the Moratorium Period expires; or
 - 4.5.3 the Council (or its nominated substitute Registered Provider) has notified the Chargee in writing pursuant to the Option that it no longer intends to exercise the Option.

4.6 The Council (and its nominated substitute Registered Provider, if any) and the Chargee shall act reasonably in fulfilling their respective obligations under paragraphs 4.2 to 4.5 above (inclusive)

SCHEDULE 5

Education

The Owners of the Primary School Land covenant with the Council and the County Council as follows:

5. Primary School Land

- 5.1 The Primary School Land shall be safeguarded for the Primary School from the Commencement of Development A until the Occupation of the 600th Dwelling within the Site ("**the Education Land Safeguarding Period**") and during this period the Primary School Land shall be used for no purpose other than for landscaping, a temporary site compound, or such interim or meanwhile uses as may be agreed in writing from time to time by the County Council.
- 5.2 The Owners of the Primary School Land shall give notice in writing to the County Council within 2 Working Days of the Occupation of the 400th Dwelling.
- 5.3 The County Council shall be entitled to serve the Primary School Notice upon the Owners of the Primary School Land at any time within the Education Land Safeguarding Period.
- 5.4 In the event that the Primary School Notice has been served in accordance with paragraph 5.3 above, the Owners of the Primary School Land shall use reasonable endeavours to transfer the Primary School Land to the County Council as soon as reasonably practicable and in any event with 3 months of receipt of the Primary School Notice and:
- 5.4.1 the transfer of the Primary School Land shall be for nil consideration;
 - 5.4.2 the transfer shall contain a restrictive covenant which prohibits the use of the Primary School Land for any use other than for the purposes of a Primary School and shall contain a requirement for the County Council to transfer the Primary School Land back to the Owner of the Primary School Land for nil consideration in the event that a contract for the construction of the Primary School (or for any other provision which fulfils a similar purpose in accordance with the County Council's statutory function as local education authority) has not been entered into by the expiry of the tenth anniversary of the transfer, and
 - 5.4.3 the Primary School Land shall satisfy the Primary School Criteria found at Appendix 1 of this Agreement.
- 5.5 In the event that the County Council has not served the Primary School Notice on the Owners of the Primary School Land within the Education Land Safeguarding Period then the obligation to safeguard the Primary School Land shall cease and the said land shall be free of all such safeguarding and restrictions.

SCHEDULE 6

Infrastructure Delivery Plan

The Owners covenant with the Council:

1. Not to submit the first Reserved Matters Application until the Owners have submitted and the Council has approved in writing an Infrastructure Delivery Plan which shall be in accordance with the principles of the Framework Infrastructure Delivery Plan and which shall include:
 - 1.1 the proposed Phases and likely sequence of the development of the Site;
 - 1.2 details of the extent and location of any sub-phases (including reference to the type and extent of development in each Phase and sub-phase);
 - 1.3 details of the trigger points for the delivery of associated infrastructure and facilities;
 - 1.4 key plans showing the proposed:
 - 1.4.1 land use distribution and disposition (including heights and densities);
 - 1.4.2 movement corridors (including strategic and principal primary, secondary roads, public transport corridors, pedestrian and cycle routes, and greenways);
 - 1.4.3 key strategic infrastructure (including SuDs, strategic attenuation areas, strategic swales, flood mitigation, and significant utility provision);
 - 1.4.4 strategic green infrastructure corridors and structures (including public open spaces both formal and informal, ecological and habitat areas); and
 - 1.4.5 key place-making features (including character areas, the Interim and Permanent Village Centres, focal points, gateway features and important frontages).
 - 1.5 details of timescales for the delivery of:
 - 1.5.1 any environmental mitigation measures;
 - 1.5.2 major access infrastructure (including roads, footpaths and cycle ways);
 - 1.5.3 public open space areas (including informal open spaces, recreation and sports areas, equipped play areas, and ecological areas and habitats);
 - 1.5.4 all structural and Site-wide landscaping, earth bunds, and any additional green infrastructure;
 - 1.5.5 all strategic drainage infrastructure, lakes, and SuDS infrastructure;
 - 1.5.6 main housing sites;
 - 1.5.7 the Interim and Permanent Village Centres and the facilities therein;
 - 1.5.8 commercial uses; and
 - 1.5.9 waste management and recycling facilities (permanent and temporary).

PROVIDED ALWAYS THAT the details submitted in respect of paragraph 1.5.7 and 1.5.8 shall be in accordance with the provisions of Schedule 10 to this Agreement.

2. Not to Commence Development A or Development B until the Council has (in consultation with the County Council and (if appropriate) National Highways) approved in writing the Infrastructure Delivery Plan submitted under paragraph 1 above.
3. To submit with each subsequent application for Reserved Matters an updated Infrastructure Delivery Plan and the development comprised in those Reserved Matters shall not be commenced unless and until the Council has (in consultation with the County Council and (if appropriate) National Highways) approved the relevant Infrastructure Delivery Plan in writing.
4. The Development shall be carried out in accordance with the current approved version of the Infrastructure Delivery Plan subject to such amendments and variations as may be agreed in writing by the Council from time to time.

SCHEDULE 7

Not used

SCHEDULE 8

Delivery of Spine Road

Part 1

The Owners of Development Site A covenant with the Council and the County Council as follows:

1. Delivery of Spine Road

- 1.1 Subject to paragraph 1.5 below, the Spine Road Land shall be safeguarded for a period of 15 years from the Commencement of Development A or, if earlier, until such date as the Spine Road Land is released from safeguarding in accordance with paragraph 1.6 of this Schedule and while such safeguarding is in effect the Spine Road Land shall be used for no other purpose than the provision of the Spine Road save for landscaping or such interim or meanwhile uses as may be approved in writing by the Council and for which any required planning permissions have been obtained.
 - 1.2 Upon approval of Reserved Matters for a Phase including an element of the Spine Road, the Spine Road shall be constructed in accordance with the relevant Reserved Matters Application and the obligation to safeguard land in that Phase shall cease.
 - 1.3 The Owners shall construct and deliver the Spine Road in accordance with:
 - 1.3.1 the Spine Road Criteria found at Appendix 4 subject to such variations as may be agreed in writing by the County Council, and
 - 1.3.2 the approved Infrastructure Delivery Plan.
 - 1.4 Unless otherwise agreed in writing with the County Council, the Owners shall not Occupy or permit to be Occupied more than 50% of the Dwellings within a Phase unless and until the relevant part of the Spine Road Phase as shown in the approved Infrastructure Delivery Plan has been constructed to base course level and no more than 90% of the Dwellings within a Phase shall be Occupied until the relevant part of the Spine Road has been constructed to adoptable standard to the reasonable satisfaction of the County Council.
 - 1.5 With regards to the part of the Spine Road Land within the Bee Lane Phase (Phase 5) shown in the Infrastructure Delivery Plan, if the County Council shall have confirmed in writing by the expiry of the 15th anniversary of the date of Planning Permission A that it has secured the required land interests, consents and funding and wishes to connect the Spine Road to the CBLR, the Owners' Reserved Matters Application for Phase 5 shall accord with the County Council's proposed connection. In the event that the County Council has not provided such written confirmation (together with the required supporting information) to the Owners within the said 15 year period the obligation to safeguard the land within Phase 5 shall immediately cease and the Owners shall no longer be obliged to provide connections into the CBLR from Phase 5.
 - 1.6 In the event that the County Council notifies the Owners in writing that it has taken the decision not to proceed with the CBLR then from the date of such written notice the obligations in this Schedule 8 shall cease and no longer bind the Owners or the Spine Road Land.
 - 1.7 The Spine Road shall be constructed pursuant to agreements entered into with the County Council under section 38 of the Highways Act 1980.
- #### 2. Third Party Connections into the Spine Road
- 2.1 The Owners shall, upon receiving written notice from a Third Party that the Council has granted planning permission for the development of Third Party Land which includes a road ("the Third Party Road") which is intended to form part of the CBLR and to connect into any part of the Spine Road within Development Site A and that the Third Party wishes to

proceed to make such connection ("**the Third Party Connection Notice**"), permit such Third Party to connect the Third Party Road into the Spine Road at boundaries with Third Party Land subject the following requirements:

- 2.1.1 the Owners shall not be obliged to permit the Third Party to undertake any works on Development Site A enabling connection of the Third Party Road into the Spine Road unless and until the Third Party has entered into an agreement which contains provisions which give effect to the principles at Part 2 of this Schedule ("**the Third Party Connection Agreement**") to enable the Third Party Road to be connected into the Spine Road;
- 2.1.2 within 4 weeks of receipt of the Third Party Connection Notice the Owners shall provide to the Third Party for approval the proposed heads of terms for the Third Party Connection Agreement;
- 2.1.3 within 4 weeks of the agreement of the heads of terms the Owners shall provide to the Third Party a draft Third Party Connection Agreement giving effect to the agreed heads of terms and thereafter the Owners shall use reasonable endeavours to negotiate and finalise and complete the Third Party Connection Agreement as soon as reasonably practicable;
- 2.1.4 if a Third Party Connection Agreement has not been entered into between the Owners and the Third Party within 6 (six) months of the service of the Third Party Connection Notice, the County Council may direct (by serving written notice on the Owners expressly referring to this paragraph) that the Owners shall instead use reasonable endeavours to negotiate and enter into a Third Party Connection Agreement with the County Council in respect of the connection of the Third Party Road to the Spine Road, and for the avoidance of doubt the Owners shall be entitled to be paid the Estimated Market Value for permitting such connection to be made.
- 2.1.5 If a Third Party Connection Agreement for the connection of a Third Party Road with the Spine Road has not been entered into within 9 (nine) months of the Third Party Connection Notice then the matter may be referred by either the Owners or the County Council to a Specialist for determination in accordance with clause 10 of this Agreement and the Owners shall enter into the Third Party Connection Agreement on such terms the Specialist shall determine

AND PROVIDED ALWAYS THAT the Owners shall be entitled to be paid the Estimated Market Value for permitting any Third Party Road to be connected into the Spine Road.

Part 2

Principles for Third Party Connection Agreement

1. Any Third Party Connection Agreement entered into pursuant to paragraph 2 of Part 1 of this Schedule shall include provisions to give effect to the following principles:
2. The Third Party must demonstrate to the Owners' reasonable satisfaction that it has planning permission, funding and all other consents required to enable it to construct the Third Party Road on the Third Party Land before the Owner is obliged to provide the relevant rights and/or property interest to the Third Party to enable the Third Party Road to connect to the Spine Road.
3. The Owners shall only be obliged to provide the connection for the Third Party Road if the Third Party Road forms part of the CBLR or a proposed bus-route or a sustainable travel link.
4. The Owners shall be paid the Estimated Market Value by the Third Party for the Third Party's right to connect to the Spine Road. The agreement shall include expert determination provisions to resolve any disagreement regarding the valuation of the Estimated Market Value to be paid by the Third Party for its ability to connect to the Spine Road.

5. The Owners and the Third Party shall enter into such agreements under section 38 of the Highways Act 1980 with the County Council as are required to enable the relevant Third Party Road to be adopted as public highway maintainable at the public expense.

SCHEDULE 9

Not used

SCHEDULE 10

Delivery of Village Centre

The Owners covenant with the Council as follows:

- 1. Delivery of Village Centre**
- 1.1 The Owners covenant that:
 - 1.1.1 the Infrastructure Delivery Plan to be submitted in accordance with Schedule 6 with the first Reserved Matters Application shall include details of the proposed Interim Village Centre; and
 - 1.1.2 prior to the Occupation of the 200th Dwelling the Owners shall submit an updated Infrastructure Delivery Plan (in accordance with Schedule 6) which shall include details of the Permanent Village Centre,
- 1.2 The Owners shall not Occupy or permit to be Occupied more than 50 Dwellings within the Development until the Interim Village Centre has been provided and is open to the public in accordance with the approved details subject to such amendments as may be agreed in writing by the Council from time to time.
- 1.3 The Owners shall not Occupy or permit to be Occupied more than 625 Dwellings within the Development until the Permanent Village Centre has been provided and is open to the public in accordance with the approved details subject to such amendments as may be agreed in writing by the Council from time to time.

SCHEDULE 11

Biodiversity Net Gain

The Owners covenant with the Council as follows:

Biodiversity Net Gain

1. The first Reserved Matters Application shall be accompanied by the Biodiversity Enhancement and Offset Scheme.
2. The Development shall not be commenced until the Council has approved in writing the Biodiversity Enhancement and Offset Scheme..
3. The Biodiversity Enhancement and Offset Scheme shall identify and calculate the impacts on biodiversity calculated in accordance with the DEFRA Metric Version 3.1 (or any subsequent version or document which replaces it at the time of submission of the said Scheme) and shall include full details of the measures to be taken on the Site and/or off-site for the purposes of achieving a measurable biodiversity net gain of at least 10% above the existing baseline and the said Scheme shall include full details of:
 - 3.1 an up to date baseline assessment of the Site and a measured assessment of the proposed strategy to demonstrate the net gain achieved;
 - 3.2 an explanation of how the ecological mitigation hierarchy has been applied so as to avoid, mitigate or in the last resort compensate for loss of biodiversity;
 - 3.3 the location, extent and habitat type of areas within the Site which are proposed to be (i) retained and enhanced and (ii) created, for the purposes of enhancing the ecological value of the Site, to include:
 - 3.3.1 replacement compensatory bat boxes supplied at a ratio of 3:1 for each moderate or high potential tree roost lost together with additional bat boxes for houses and/or trees as enhancement;
 - 3.3.2 compensatory bird boxes at a ratio of 2:1 for trees and buildings lost (provision of which does not include compensation for lost nesting within hedgerows);
 - 3.3.3 hedgehog/small animal highways through boundaries for the creation of ecological permeability (this shall be reflected in the boundary treatment specification set out within the Biodiversity Enhancement and Offset Scheme); and
 - 3.3.4 five compensatory barn owl boxes to be supplied in connection with impacts to the roost area; and
 - 3.3.5 such other measures as may be agreed between the Owners and the Council from time to time.
 - 3.4 the location, extent and habitat type of areas off-site within the administrative area of South Ribble which are proposed to be created or enhanced for the purposes of achieving an uplift in the ecological value of such off-site areas and/or achieving such uplift as a direct result of funding, including the purchase of ecological credits;
 - 3.5 works to facilitate the enhancement and establishment of the proposed habitats, including any contouring, soiling, seeding, cultivation, planting, water feature provision or drainage works to be undertaken;
 - 3.6 planting specifications for any shrubs, trees, woodlands or hedgerows to be provided;

- 3.7 soil depths, soil composition and specifications, cultivation methods, seed mixes and seeding methods;
- 3.8 the programme for the delivery and implementation of the approved Scheme, and
- 3.9 proposals for the management and monitoring measures to be taken to ensure the strategy achieves the desired outcome;
- 3.10 details of any payments to be made to off-set the impacts of the Development; and
- 3.11 with the requirement that measures on the Site shall be provided for no less than 30 years from the date on which they are provided.
4. Each Reserved Matters Application shall be accompanied by an updated Biodiversity Enhancement and Offset Scheme and the Development in those Reserved Matters shall not be Commenced until the Council has approved such Scheme in writing.
5. The Development shall be carried out in accordance with the measures in the relevant approved Biodiversity Enhancement and Offset Scheme subject to such amendments as may be approved in writing by the Council from time to time.

SCHEDULE 12

Sports and Recreation

Sports and Recreation

1. The Owners covenant with the Council that the Owners shall pay the Sports and Recreation Contribution in the following instalments:
 - 1.1 no more than 205 Dwellings shall be Occupied until 19% of the Sports and Recreation Contribution has been paid to the Council;
 - 1.2 no more than 410 Dwellings shall be Occupied until a further 18% of the Sports and Recreation Contribution has been paid to the Council;
 - 1.3 no more than 836 Dwellings shall be Occupied until a further 39% of the Sports and Recreation Contribution has been paid to the Council;
 - 1.4 no more than 1,060 Dwellings shall be Occupied until a further 20% of the total Sports and Recreation Contribution has been paid to the Council;
 - 1.5 no more than 1,099 Dwellings may be Occupied until the remaining 4% of the Sports and Recreation Contribution has been paid to the Council.

SCHEDULE 13

Local Employment and Skills

The Owners covenant with the Council as follows:

Local Employment and Skills

1. No Phase of the Development shall be Commenced until the Local Employment and Skills Plan for that Phase has been submitted to and approved in writing by the Council.
2. The Local Employment and Skills Plan shall include the Owners proposals for the following:
 - 2.1 creation of apprenticeships/new entrants/graduates/traineeships;
 - 2.2 recruitment through Job Hub and Jobcentre plus and other local employment vehicles;
 - 2.3 work trials and interview guarantees;
 - 2.4 vocational training (NVQ);
 - 2.5 work experience (14-16 years, 16-19 years and 19+ years) (5 working days minimum);
 - 2.6 links with schools, colleges and university;
 - 2.7 career support activities;
 - 2.8 use of local suppliers;
 - 2.9 supervisor training;
 - 2.10 management and leadership training;
 - 2.11 in house training schemes;
 - 2.12 Construction Skills Certification Scheme (CSCS) cards;
 - 2.13 support with transport, childcare and work equipment; and
 - 2.14 community based projects;or such other matters as may be approved in writing by the Council from time to time.
3. The Local Employment and Skills Plan shall contain the targets and the measures which the Owners will employ in seeking to achieve the target that at least 30% of the total number of jobs available during the construction of the Development shall be taken by Local Residents and thereafter the Owners shall use reasonable and commercially prudent endeavours to achieve that target.
4. The Development shall be carried out in accordance with the approved Local Employment and Skills Plan subject to such amendments as may be agreed in writing by the Council from time to time.
5. No later than 2 months prior to Commencement of the Development the Owners shall meet with representatives of the Council's Investment and Skills Team and provide the baseline employment figures which are expected to be created during the construction period of the Development and a schedule and explanation of the job opportunities that will be provided to Local Residents during the construction phase of the Development.

6. The Owners shall liaise and consult with the Council's Investment and Skills Team on a six monthly basis to ensure that the Council are aware of forthcoming employment opportunities so that they can be brought to the attention of Local Residents and the Owners shall use reasonable endeavours to attend job fairs and similar events which are notified to it by the Council.
7. The Owners shall use reasonable endeavours to ensure that arrangements are put in place so that relevant job vacancies for the construction period can be notified exclusively to Local Residents for a period of at least 2 weeks prior to being advertised generally.
8. During the construction phase of the Development the Owners shall provide the Council's Investment and Skills Team with monitoring returns in respect of the employment of Local Residents on a six-monthly basis

SCHEDULE 14

Estate Management

The Owners covenant with the Council and the County Council as follows:

1. Not to permit more than 50 Dwellings to be Occupied unless and until the Owners have submitted and the Council (in consultation with the County Council) has approved in writing the Estate Management Scheme together with details of the entity or entities that shall have responsibility for the future management of the Development.
2. That the Development shall be occupied and managed in accordance with the approved Estate Management Scheme subject to such amendments or updates as are approved in writing by the Council (in consultation with the County Council) from time to time.
3. That the Owners shall retain responsibility for the management of the Development until such time as such responsibility is transferred to a third party or the Council or the County Council in accordance with the approved Estate Management Scheme.

SCHEDULE 15

Air Quality Mitigation

The Owners covenant with the Council as follows:

1. That each Reserved Matters Application shall be accompanied by an Air Quality Mitigation Scheme which shall set out the measures to be implemented by the Owners to mitigate the impacts on air quality of that Phase or other such part of the Development.
2. That all Air Quality Mitigation Schemes prepared and submitted under this Schedule shall have regard to the AQ Guidance and:
 - 2.1 include a calculation (by reference to the DEFRA Guidance) of the extent to which the measures mitigate the harm to air quality; and
 - 2.2 set out the further mitigation measures considered and those which are proposed to address air quality impact, which may include (but are not limited to):
 - 2.2.1 the provision of additional electric vehicle charging points in the Development; and
 - 2.2.2 other appropriate on-site technology measures.
- 2.3 That the Development shall be carried out in accordance with the relevant approved Air Quality Mitigation Scheme subject to such amendments as may be agreed in writing by the Council from time to time.
- 2.4 That in the event that the measures identified in an Air Quality Mitigation Scheme are insufficient to mitigate the full extent of the identified potential harm to air quality then the Air Quality Mitigation Scheme shall include a calculation of an Air Quality Mitigation Balancing Payment being a sum that reflects in monetary terms the shortfall between the overall harm to air quality resulting from the relevant part of the Development and the extent of the mitigation that will be achieved through the implementation of the measures identified in the Air Quality Mitigation Scheme.
- 2.5 That any Air Quality Mitigation Balancing Payments shall be calculated in accordance with the DEFRA Guidance PROVIDED THAT the aggregate total of any Air Quality Mitigation Balancing Payments shall not exceed the sum of £290,012 (two hundred and ninety thousand and twelve pounds).
- 2.6 Where an Air Quality Mitigation Balancing Payment is due pursuant to paragraph 2.4 no Dwelling included in the relevant Reserved Matters shall be occupied unless and until the relevant Air Quality Mitigation Balancing Payment has been paid by the Owners to the Council.

SCHEDULE 16

The Council's Covenants

The Council covenants with the Owners as follows:

1. Where any sum is paid to the Council pursuant to this Agreement the Council shall use the same solely for the purposes set out in this Agreement and for no other purpose and in the event the sum (or any part of it) remains unspent or legally uncommitted on the expiry of 10 years from the date of payment, such unspent and/or uncommitted sum shall be repaid to the paying party together with Interest thereon.
2. Once the Council has received the Sports and Recreation Contribution (or any part of it), it will allocate the funds in accordance with Sports England's latest published Playing Pitch Strategy.

SCHEDULE 17

The County Council's Covenants

The County Council covenants with the Owners as follows:

1. Where any sum is paid to the County Council pursuant to this Agreement the County Council shall use the same solely for the purposes set out in this agreement and for no other purpose and in the event the sum (or any part of it) remains unspent or legally uncommitted on the expiry of 10 years from the date of payment, such unspent and/or uncommitted sum shall be repaid to the paying party together with Interest thereon.
2. Where a draft transfer is submitted to the County Council by the Owners pursuant to Schedule 5 to this Agreement, the County Council shall consider the same as soon as reasonably practicable following receipt and shall use reasonable endeavours to negotiate and enter into the transfers as soon as reasonably practicable.

Seal no 56609

The Common Seal of
SOUTH RIBBLE BOROUGH COUNCIL
was affixed in the
presence of:

)
)
)
)



Authorised Signatory:

DAVID WHELAN

Name (in block capitals)



The Common Seal of
LANCASHIRE COUNTY COUNCIL
was affixed in the
presence of:

)
)
)
)



Authorised Signatory:

ROB CATHEY

Name (in block capitals):



ES

29/09/22

EXECUTED as a DEED by **TAYLOR WIMPEY UK** Limited acting by a ~~director~~ in the presence of a witness

Witness
Signature :

Witness
name :

Witness address :

Witness
occupation :



Director

Print name



LAURA AUSTIN, ATTORNEY

STOIE
MURRILL

STHACKER BAY

1 LUMSDALE ROAD MANCHESTER

M32 0UT

SOLICITOR

The Common Seal of
**HOMES AND
COMMUNITIES AGENCY**
was hereunto affixed
in the presence of:

061890



Authorised Signatory

M MARRIS



Signed as a deed by **SUSAN DOROTHY SIMPSON** in the presence of:

SUSAN DOROTHY SIMPSON

Signature of witness

Print name: BEUNDA JAYNE PROST.

Address of witness:

Occupation of witness:

LASER TECHNICIAN.

Signed as a deed by **JOYCE ALICE KOLACZKOWSKI AS EXECUTOR OF THE ESTATE OF WILLIAM GEORGE ASHWORTH** in the presence of:

JOYCE ALICE KOLACZKOWSKI AS EXECUTOR OF THE ESTATE OF WILLIAM GEORGE ASHWORTH

Signature of witness

Print name: MELANIE COWARD

Address of witness:

Occupation of witness:

House wife

Signed as a deed by **THOMAS GEOFFREY KUCZERA** in the presence of:



THOMAS GEOFFREY KUCZERA



Signature of witness

Print name: SIMON R. MAIR

Address of witness:



.....

Occupation of witness:

Chartered Surveyor

Signed as a deed by **MARGARET KUCZERA** in the presence of:



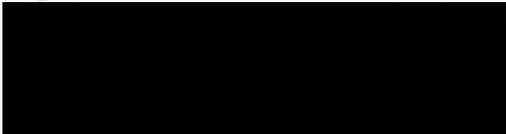
MARGARET KUCZERA



Signature of witness

Print name: SIMON R. MAIR

Address of witness:



.....

Occupation of witness:

Chartered Surveyor

Signed as a deed by **GEOFFREY STAZICKER LORD** in the presence of:

.....


GEOFFREY STAZICKER LORD



Signature of witness

Print name: SIMON R. MAIR

Address of witness:



.....

Occupation of witness:

Chartered Surveyor

Signed as a deed by **ENID LORD** in the presence of:

.....


ENID LORD



Signature of witness

Print name: SIMON R. MAIR

Address of witness:

.....


.....

Occupation of witness:

Chartered Surveyor.

Signed as a deed by **JAMES ROY TURNER** in the presence of:



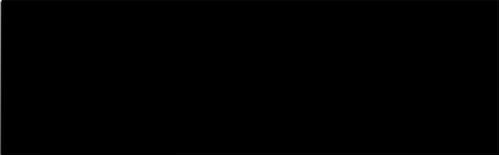
JAMES ROY TURNER



Signature of witness

Print name: Simon R. MARR

Address of witness:



Occupation of witness:

Chartered Surveyor

Signed as a deed by **GRAHAM CHARLES TURNER** in the presence of:



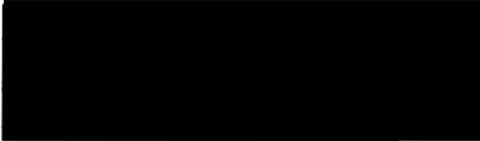
GRAHAM CHARLES TURNER



Signature of witness

Print name: Simon R. MARR

Address of witness:



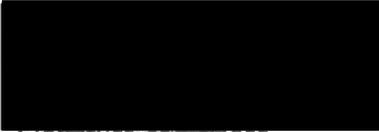
Occupation of witness:

Chartered Surveyor

Signed as a deed by **JACQUELINE ANNE ROSSALL** in the presence of:



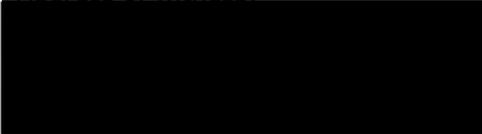
JACQUELINE ANNE ROSSALL



Signature of witness

Print name: Simon R. Mark

Address of witness:

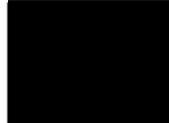


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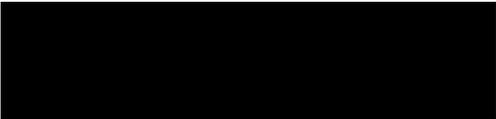
Occupation of witness:

Chartered Surveyor

Signed as a deed by **PAMELA MARGARET PECK** in the presence of:



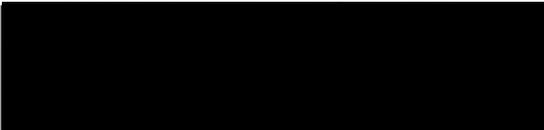
PAMELA MARGARET PECK



Signature of witness

Print name: Simon R. Mark

Address of witness:



.....

Occupation of witness:

Chartered Surveyor

Signed as a deed by **ALAN HARTLEY**
in the presence of:



ALAN HARTLEY



Signature of witness

Print name: Simon R. MARR

Address of witness:



Occupation of witness:

Chartered Surveyor

Signed as a deed by **JOYCE GLADYS
HARTLEY** in the presence of:



JOYCE GLADYS HARTLEY



Signature of witness

Print name: Simon R. MARR

Address of witness:



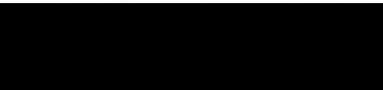
Occupation of witness:

Chartered Surveyor

Signed as a deed by **DARREN ALAN HARTLEY** in the presence of:



DARREN ALAN HARTLEY



Signature of witness

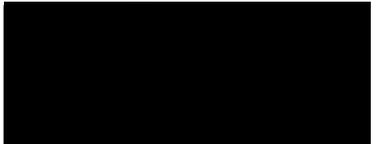
Print name: SIMON R. MAIR

Address of witness:



Occupation of witness:

Chartered Surveyor



Signed as a deed by **MARIAN HARTLEY** in the presence of:

MARIAN HARTLEY



Signature of witness

Print name: SIMON R. MAIR

Address of witness:



Occupation of witness:

Chartered Surveyor

EXECUTED as a DEED by **UNILINK AGENCIES LIMITED** acting by a director and its secretary or two directors in the presence of a witness

.....
[Redacted]

Director
Print name: FRANK HUBERT TURNER

.....
[Redacted]

Director/Secretary
Print name: BARBARA TURNER

Signed as a deed by **JAMES BARRY MASON** in the presence of:

J.B. Mason

JAMES BARRY MASON

[Redacted]

Signature of witness

Print name: SIMON R. MAIR

Address of witness:

.....
[Redacted]
.....

Occupation of witness:

Chartered Surveyor

Signed as a deed by **JUDITH LYNNE MASON** in the presence of:



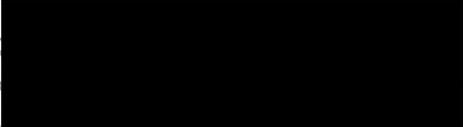
JUDITH LYNNE MASON



Signature of witness

Print name: SIMON R. MARR

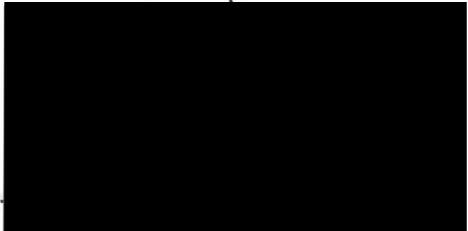
Address of witness:



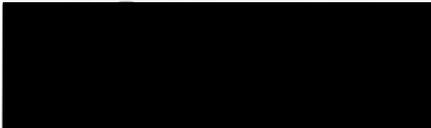
Occupation of witness:

Chartered Surveyor.

Signed as a deed by **DENYS ANTHONY KEEN RYDER** in the presence of:



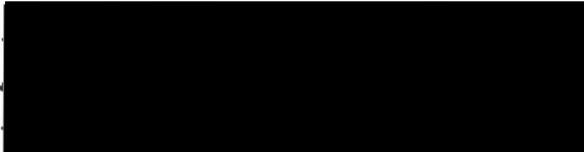
DENYS ANTHONY KEEN RYDER



Signature of witness

Print name: SIMON R. MARR

Address of witness:



Occupation of witness:

Chartered Surveyor

Signed as a deed by **CHRISTINE ELAINE RYDER** in the presence of:



CHRISTINE ELAINE RYDER



Signature of witness

Print name: SIMON R. MAIR

Address of witness:



Occupation of witness:

Chartered Surveyor

Signed as a deed by **ROY SIMPSON** in the presence of:



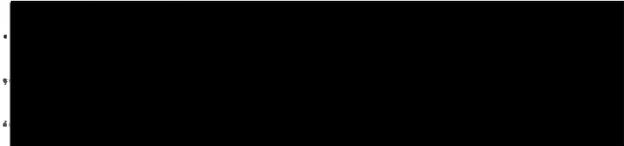
ROY SIMPSON



Signature of witness

Print name: SIMON R. MAIR

Address of witness:



Occupation of witness:

Chartered Surveyor

Signed as a deed by **THOMAS JONATHAN SIMPSON** in the presence of:



THOMAS JONATHAN SIMPSON



Signature of witness

Print name: SIMON R. MAIR

Address of witness:



Occupation of witness:

Chartered Surveyor

Signed as a deed by **HELEN MICHELLE SIMPSON** in the presence of:



HELEN MICHELLE SIMPSON



Signature of witness

Print name: SIMON R. MAIR

Address of witness:



Occupation of witness:

Chartered Surveyor

Signed as a deed by **MARJORIE DANSON** in the presence of:

..... 

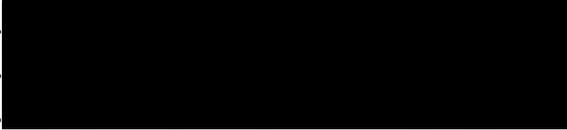
MARJORIE DANSON



Signature of witness

Print name: SIMON R. MAIR

Address of witness:



Occupation of witness:

Chartered Surveyor

Signed as a deed by **IRENE MARGARET SAUL** in the presence of:

..... 

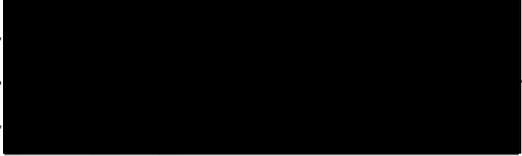
IRENE MARGARET SAUL



Signature of witness

Print name: SIMON R. MAIR

Address of witness:



Occupation of witness:

Chartered Surveyor

Signed as a deed by **CAROLINE MARGARET SAUL** in the presence of:



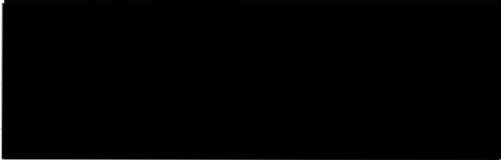
CAROLINE MARGARET SAUL



Signature of witness

Print name: SIMON R. MAIR

Address of witness:



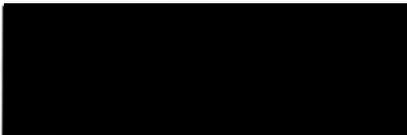
Occupation of witness:

Chartered Surveyor

Signed as a deed by **STEPHEN ROY HOLT** in the presence of:



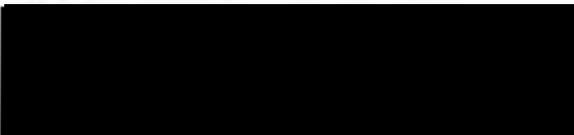
STEPHEN ROY HOLT



Signature of witness

Print name: SIMON R. MAIR

Address of witness:



Occupation of witness:

Chartered Surveyor.

Signed as a deed by **GILLIAN HOLT**
in the presence of:



GILLIAN HOLT



Signature of witness

Print name: SIMON R. NARR

Address of witness:



Occupation of witness:

Chartered Surveyor



Signed as a deed by **ROBERT DAWSON**
in the presence of:

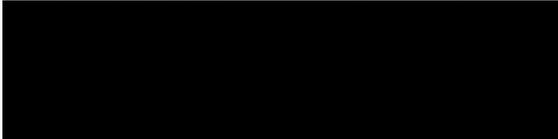
ROBERT DAWSON



Signature of witness

Print name: SIMON R. NARR

Address of witness:



Occupation of witness:

Chartered Surveyor

Signed as a deed by **ANN ELIZABETH DAWSON** in the presence of:



ANN ELIZABETH DAWSON



Signature of witness

Print name: *Simon A. Nair*

Address of witness:



Occupation of witness:

Chartered Surveyor.

APPENDIX 1
PRIMARY SCHOOL CRITERIA

APPENDIX 1

CRITERIA FOR PRIMARY SCHOOL LAND

All sites for provision of new schools shall meet the following criteria:

Location	<p>Located to serve the proposed housing development Not located close to other schools of the same nature Not adjacent to major roads, or other facilities that would cause excessive noise and/or pollution</p> <p>Must not be within a 60-meter buffer zone of overhead power lines.</p>
Site size	<p>Total site area to be in accordance with Building Bulletin 103 Annex B. The site size calculation shall be made using the proposed pupil numbers and the maximum total site area formula until such time as a full feasibility study has been undertaken.</p>
Access	<p>Must have safe walking/cycling routes from the surrounding housing and be within reasonable walking/cycling distance Must have a reasonably appropriate and suitable road access and allow for pupil drop off without disruption to the road network. Vehicular access to the school site should not be on a bend or other position likely to cause congestion or road safety issues. Ideally served by public transport.</p>
Proximity to other facilities	<p>Close to other community facilities such as shops, community centre or public open space</p>
Topography	<p>Reasonable flat sites are preferred, with no major level changes.</p>
Landscape features	<p>No ponds / ditches / protected hedges crossing the site which could prevent or unreasonably interfere with the construction and/or use of the Primary School, but access to landscape features e.g. wooded area desirable</p> <p>No public rights of way across the site.</p>
Ground conditions	<p>Not a site previously used for mineral extraction or industry Free from contamination (other than any naturally occurring in a "greenfield" scenario, and including any groundwater) Not boggy ground or ground traversed by culverts or drainage ditches or ground subject to adverse conditions which could prevent or unreasonably interfere with the construction and/or use of the Primary School.</p> <p>No geological fault lines.</p>

Shape	Able to support a sensible layout of parking, school buildings and play areas including sports pitches to recommended areas and dimensions
Services available	Must have access to all mains services e.g. water, drainage, gas and electrical and broadband
Flooding	Not within flood zone 2 or 3. Not subject to ground water flooding
Heritage assets	No known archaeological or heritage assets within the site

In addition, any transfer of the School Land to the County Council shall contain provisions which ensure that the School Land is transferred:

- with highways (roads, footways & cycle ways) and service ducts constructed to an adoptable standard up to the boundary of the School Land;
- without other development constraints which could prevent or which would unreasonably interfere with the construction and/or use of the Primary School relating to: archaeology, ecology (protected species), tree preservation orders or restrictive covenants – including any existing or proposed third party rights or interests being granted in the land (such as, but not limited to: access rights, service easements/wayleaves – excepting the incoming services solely to serve the transferred land, rights of support for neighbouring land, etc.).

APPENDIX 2

FRAMEWORK INFRASTRUCTURE DELIVERY PLAN



S.78 Town and Country Planning Act 1990 (as amended)

**Appeals Against the Refusal of Planning Permissions
07/2021/00886/ORM and 07/2021/00887/ORM**

Land at Pickering's Farm, Penwortham

**Indicative Scheme Phasing and Implementation Plan – Draft for
Discussion with SRBC**

July 2022

Contents

1.	Introduction.....	1
2.	The Phases.....	2

Appendices

Appendix 1 – Phasing Plans

Report title: Indicative Scheme Phasing and Implementation Plan

Prepared by: Taylor Wimpey and Homes England

Status: Draft for Discussion

Draft date: 19 July 2022

1. Introduction

- 1.1 A Phasing Plan was submitted with the Planning Applications, as was an Infrastructure Delivery Schedule which described all of the infrastructure that the Appellants expected the development to require, provided information on how each would be funded and gave an indication as to when it would be delivered. The Council concluded that the submitted phasing plan contained insufficient information and, in its Decision Notices, included the following reason for refusal:

Policy C1 of the South Ribble Local Plan requires the submission of a phasing and infrastructure delivery schedule and an agreed programme of implementation. The submitted documentation provides insufficient detail on how the site will be delivered and no detailed phasing plan has been submitted and no programme of implementation has been agreed. Therefore, the scheme is contrary to Policy C1.

- 1.2 This document builds on the plans and schedule provided with the planning applications. It provides additional information on how the Appellants envisage the development being delivered, including what each phase of the development is likely to contain and over what kind of period they would expect each phase to be delivered.
- 1.3 The information supplied in this document is indicative. The Appellants would expect there to be an obligation attached to each of the planning permissions which requires a fuller Delivery Strategy to be submitted and approved at an appropriate point before the development commences. Accordingly, and as is normal practice, a fully detailed Delivery Strategy will be produced after the outline planning permissions have been granted.
- 1.4 When it comes to matters of delivery, it is important to note that the Appellants comprise the Government's housing accelerator and one of the biggest housebuilders in the UK. Both are highly experienced developers and have delivered many schemes of this type and scale. They have also worked jointly on these proposals over a number of years and to ensure that the development proceeds and proceeds in a timely and appropriate manner, have entered into binding legal agreements. There should be no grounds for concern about the Appellants' ability to deliver this development in a manner and to a standard that achieves high quality, sustainable outcomes and satisfactorily manages impacts as the project progresses.
- 1.5 The phasing and implementation of the Appeal proposals is described in words and drawings. The words appear below and the drawings are contained within the pack attached at **Appendix 1**.

2. The Phases

Introduction

- 2.1 Immediately following the grant of the outline planning permissions, there will be a lead-in period during which Taylor Wimpey and Homes England will seek approvals for Reserved Matters, discharge relevant planning conditions and obligations, secure technical approvals (for matters such as roads and sewers), and prepare the site for construction. From the point that development commences, it is envisaged that it will proceed in five phases.
- 2.2 Phase 1 will deliver essential infrastructure, including roads, drainage, flood basins, footpaths and cycleways, and public open space. This will create key links within the development and will connect the development to the existing communities to the north, east and west. It will also deliver important open spaces and part of the public realm (including the Village Green) that will help create a sense of place from the outset. The road infrastructure provided within Phase 1 will enable bus operators to run services that either enter and exit the development by Penwortham Way or Bee Lane (i.e. in and out via each of those points), or through the site via the spine road, Bee Lane and a short road link which will be bus gated and connects the spine road and Bee Lane adjacent to the village green.
- 2.3 Phases 2-5 will each deliver a mix of homes, 30% of which will be affordable, as well as any additional infrastructure that each phase requires (i.e. infrastructure not already delivered as part of Phase 1). To create a community at the heart of the development as soon as possible, and to give early occupiers easy access into the existing urban area to the north, it is envisaged that the first homes will be delivered to the immediate east and west of the Village Green and that, to the south of the Green, where the Local Centre is proposed, an Interim Mobility Hub and Community Concierge will be established, either of which could also house a basic village shop. It is likely that, when fully operational, the site will have 4 sales outlets delivering approximately 150 dwellings per annum.
- 2.4 From the outset, land will be safeguarded for the primary school. As and when the County Council gives notice that it requires the land, it will be serviced and then handed over in accordance with the obligations agreed within the s106 Agreement. Land for the spine road will also be safeguarded from the outset, although work will commence on the delivery of that at the start of Phase 1 and will then continue as the development proceeds.
- 2.5 For each phase, we summarise below what it is expected to be delivered and over what period.

Summary of Phase Content and Timelines

Phase 0 (October 2022 – December 2024)

- Prepare and Secure Approval for Delivery Strategy (up to 6 months)
- Prepare Reserved Matters for Phases 1 and 2 (or parts of Phase 2) (6 Months)*
- Secure Approval for Reserved Matters (6 Months)
- Discharge Pre-Commencement Conditions as Required (6 Months)
- Safeguard land for Primary School
- Safeguard land for spine road
- Secure Technical Approvals (6 Months)
- Site Preparation (9 Months)

[Note: it is anticipated that some of the above workstreams will run in parallel rather than sequence. For example, it is likely that RMs for at least parts of Phase 2 (if not the whole of it) will be prepared alongside the RMs for Phase 1 and that, at the same time, work will be undertaken on the discharge of pre-commencement conditions. If the permission allows, some preliminary site preparation work could also be progressed during the early stages of Phase 0. The overall timeframe estimate for Phase 0 allows for the developers to obtain the approvals they will need to commence the Phase 1 works and, as and when the necessary infrastructure is in place, commence the delivery of new homes within Phase 2 parcels. RMs for any outstanding parcels within Phase 2 and RMs for subsequent Phases will be programmed to ensure that the development is built out in a seamless and continuous manner].

Phase 1 (January 2025 – December 2027)

- Construct spine road Junction with Penwortham Way
- Construct offsite foul and surface water connections to Pope Lane and Penwortham Way culvert respectively

- Construct spine road from junction with Penwortham Way to point just beyond the village green space proposed adjacent to the Local Centre
- Construct bus only link between the spine road and Bee Lane to the immediate east of the village green
- Construct village green (see total quantum and breakdown of open space for this Phase below)
- Construct swale system alongside spine road
- Construct surface water attenuation basin adjacent to Penwortham Way
- Construct flood basin to the north and north west of school land
- Construct public open space and footpath and cycleway connecting the spine road to Cloughfield
- Construct footpath and cycle links from spine road to Bee Lane and Moss Lane
- Enhance footpath link from Nib Lane to Moss Lane as it crosses spine road corridor
- Enhance footpath link from Moss Lane to Mill Brook and then Penwortham Way
- Enhance adopted highway along Moss Lane north of Bee Lane
- Improvements to active travel infrastructure at Bee Lane/Leyland Road junction
- Improvements to pedestrian and traffic management infrastructure at Bee Lane bridge
- 4.5ha of amenity green space
- 0.075ha of equipped play areas
- 4.41ha of natural and semi natural green space

Phase 2 (June 2026 – December 2029)

- Enhance remainder of footpath link from Nib Lane to Moss Lane
- Construct road / footway and cycleway infrastructure from spine road into development parcels to east and west of spine road

- Make road / footway and cycleway connections between the east and west development parcels and adjoining networks and green infrastructure delivered as part of Phase 1
- 0.99ha of amenity green space
- 0.053ha of equipped play areas
- 1.09ha of natural and semi natural green space
- Approximately 410 homes (30% affordable)
- Deliver interim mobility hub and community concierge located to immediate north of the Dairy, on site of Local Centre
- Continue to safeguard land for spine road in future phases to the east of Phase 2
- Continue to safeguard land for Primary School if not required by LEA

Phase 3 (June 2029 – June 2032)

- Construct foul and surface water pumping stations to facilitate drainage of land parcels to the north of the spine road and to the immediate south in the vicinity of the Local Centre with connections to culvert and sewer system to north respectively
- Create footpath and cycle links to existing link to Kingsfold Drive
- Construct additional length of spine road and road / footpath / cycleway connections between existing and Phase 3 development parcels
- Enhance footpath links from Nib Lane to Mill Brook, the southern end of Moss Lane to Mill Brook and Mill Brook to Penwortham Way
- 0.58ha of amenity green space
- 0.079ha of equipped play areas
- 2.37ha of natural and semi natural green space
- Approximately 426 homes (30% affordable)
- Deliver permanent Local Centre including mobility hub before the end of Phase 3

- Continue to safeguard land for spine road in future phases to the east of Phase 3
- Continue to safeguard land for Primary School if not required by LEA

Phase 4 (January 2031 – December 2033)

- Construct additional length of spine road and road / footpath / cycleway connections between existing and Phase 4 development parcels
- 0.17ha of amenity green space
- 0.084ha of equipped play areas
- 1.43ha of natural and semi natural green space
- Approximately 224 homes (30% affordable)
- Continue to safeguard land for spine road in Phase 5 land
- Continue to safeguard land for Primary School if not required by LEA

Phase 5 (June 2033 – December 2033)

- Construct foul and surface water connections into infrastructure provided on land lying between Phases 4 and 5
- 0.11ha of amenity green space
- 0.009ha of equipped play areas
- 0.14ha of natural and semi natural green space
- 40 homes

Appendix I

Phasing Plans



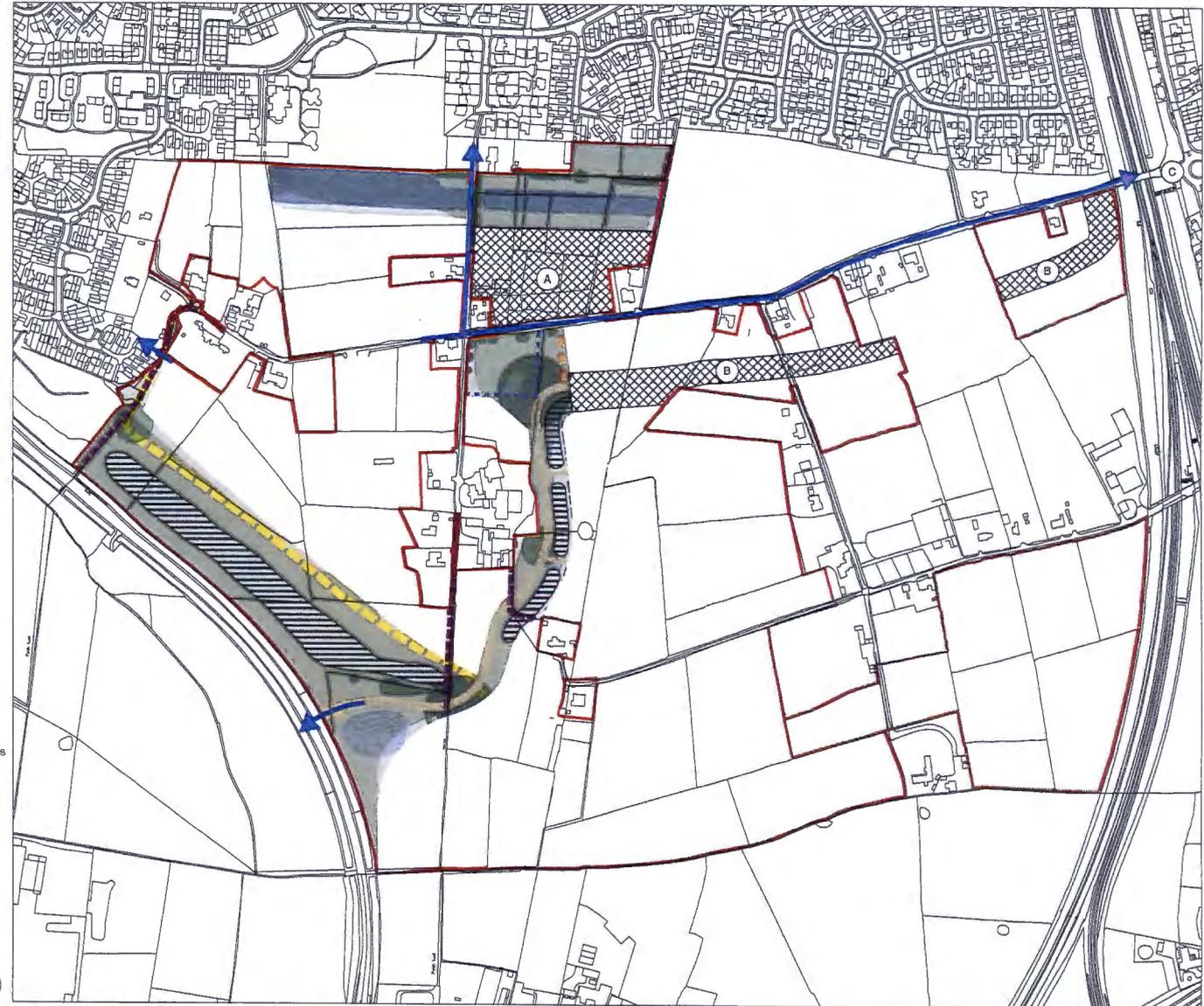
Indicative Phasing Plans

July 2022

**Taylor
Wimpey**


Homes
England

Indicative Phasing Plans Phase 01



Key

Application Boundary A+B

Spine Road

Enhanced Streets

Informal Streets

Pedestrian Prioritised Streets

LEAPS

Network of Public Open Space

Flood Basin Area

Attenuation Basin/ Swale

Pedestrian/ Cycle Exercise Track (using existing lanes and infrastructure where available)

Bus only access

Footpath/ Cycle Links

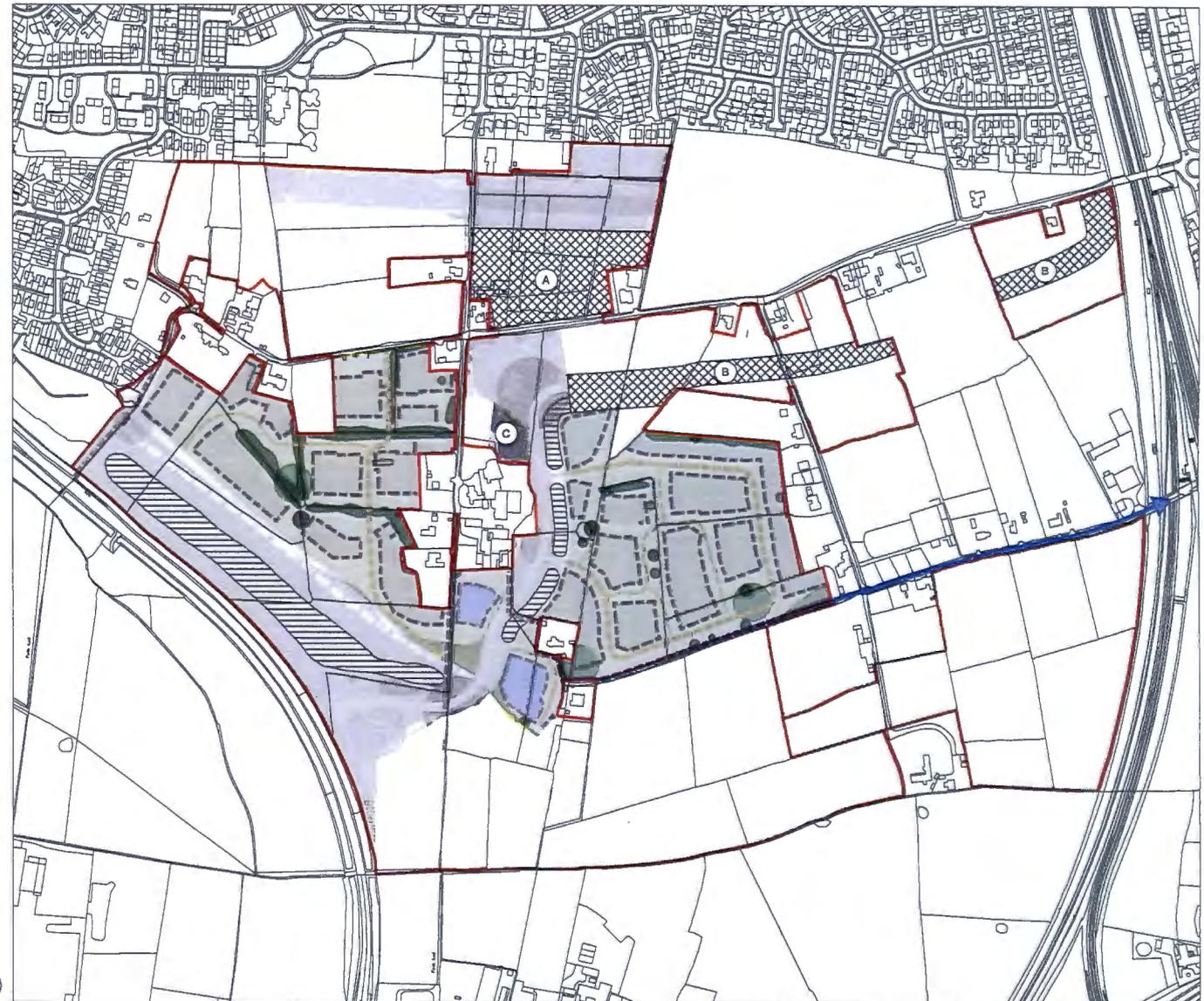
Public Rights of Way

Pedestrian/ cycle connections into the existing network

Key

- A. Land safeguarded for Primary School
- B. Land safeguarded for future phases of the Spine Road
- C. Pedestrian bridge crossing safety improvements and new signalised junction & pedestrian crossing at Bee Lane/ Leyland Road to be provided in Phase 01

Indicative Phasing Plans Phase 02

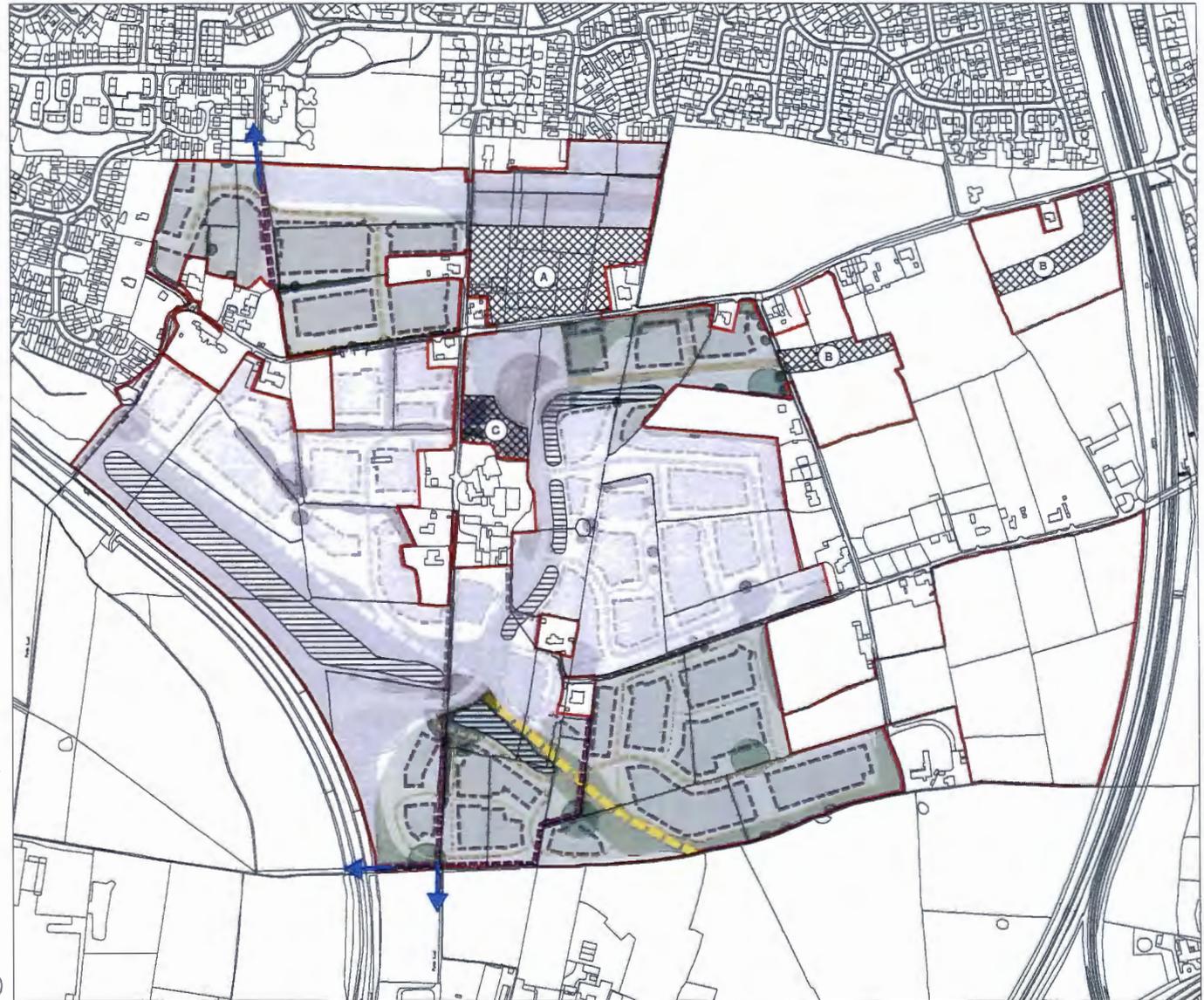


- Key**
- Application Boundary A+B
 - Enhanced Streets
 - Informal Streets
 - Pedestrian Prioritised Streets
 - LEAPS
 - Network of Public Open Space
 - Public Rights of Way
 - Dwelling Frontages
 - Development Parcels
 - Potential residential sales hubs

- Key**
- A. Land safeguarded for Primary School
 - B. Land safeguarded for future phases of the Spine Road
 - C. Interim mobility hub

- ➔ Pedestrian/cycle connections into the existing network

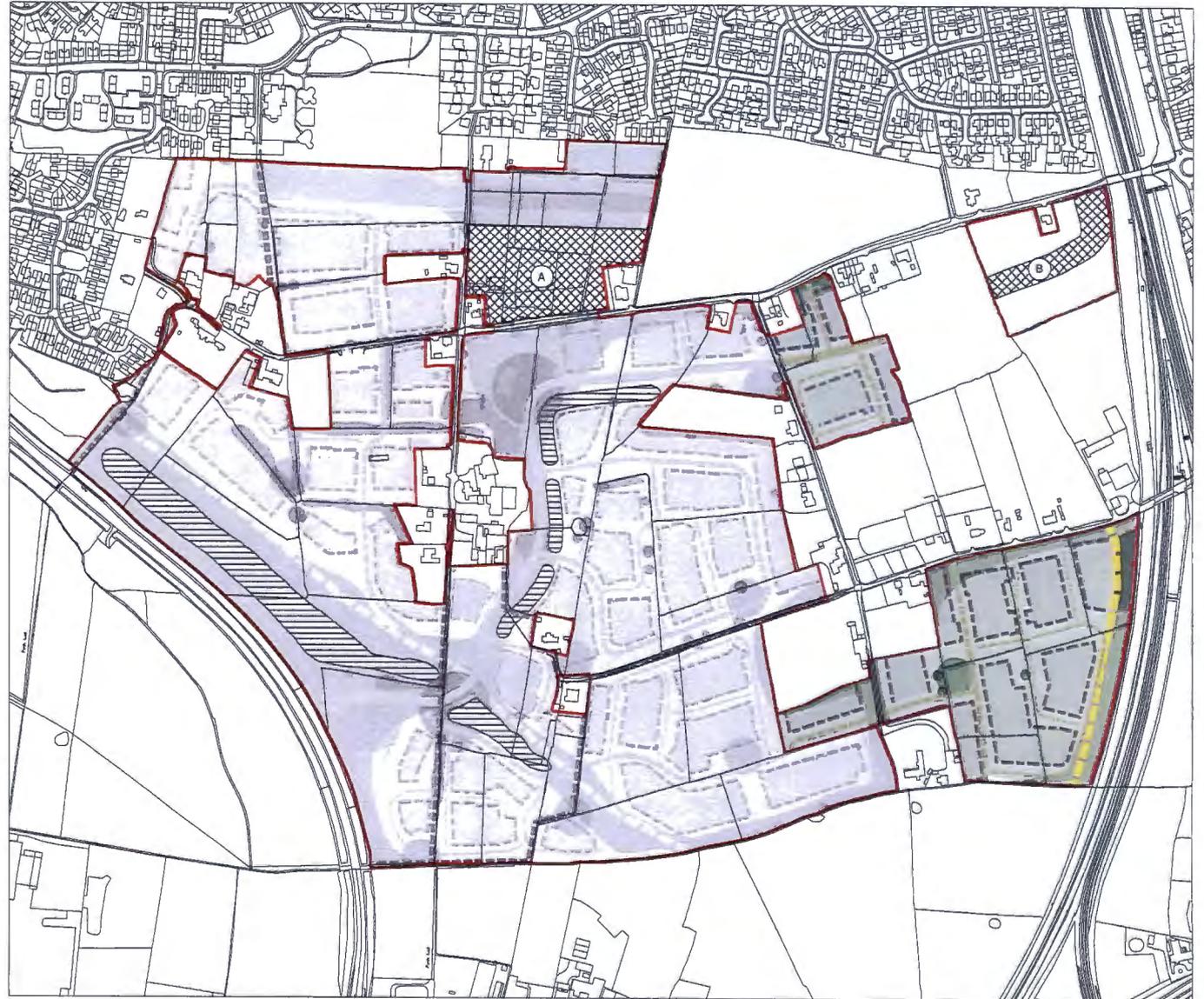
Indicative Phasing Plans Phase 03



- Key**
- Application Boundary A+B
 - Spine Road
 - Enhanced Streets
 - Informal Streets
 - Pedestrian Prioritised Streets
 - LEAPS
 - Network of Public Open Space
 - Attenuation Basin/ Swale
 - Pedestrian/ Cycle Exercise Track (using existing lanes and infrastructure where available)
 - Public Rights of Way
 - Dwelling Frontages
 - Development Parcels
 - Pedestrian/ cycle connections into the existing network

- Key**
- A. Land safeguarded for Primary School
 - B. Land safeguarded for future phases of the Spine Road
 - C. Full Local Centre delivered by the end of Phase 3

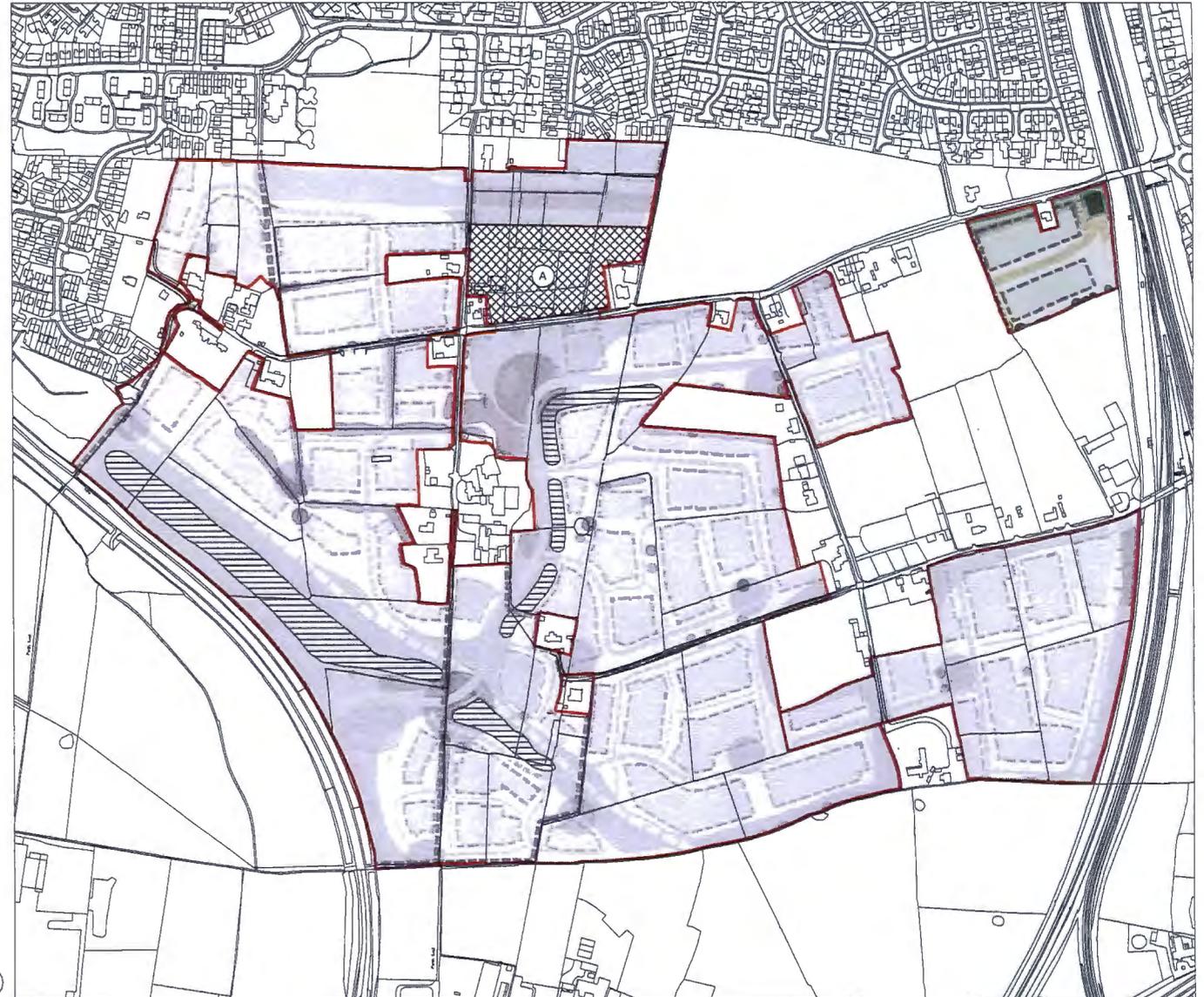
Indicative Phasing Plans Phase 04



- Key**
- Application Boundary A+B
 - Spine Road
 - Enhanced Streets
 - Informal Streets
 - Pedestrian Prioritised Streets
 - LEAPS
 - Allotments
 - Network of Public Open Space
 - Pedestrian/ Cycle Exercise Track (using existing lanes and infrastructure where available)
 - Dwelling Frontages
 - Development Parcels

Key
 A. Land safeguarded for Primary School
 B. Land safeguarded for future phases of the Spine Road

Indicative Phasing Plans Phase 05



- Key**
- Application Boundary A+B
 - Spine Road
 - Enhanced Streets
 - Pedestrian Prioritised Streets
 - Allotments
 - Network of Public Open Space
 - Dwelling Frontages
 - Development Parcels

Key
A. Land safeguarded for Primary School



THE
LANES

PENWORTHAM



Taylor
Wimpey



Contact details

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APPENDIX 3

Not used

APPENDIX 4
SPINE ROAD CRITERIA

CBLR Movement Corridor Criteria

The internal road network constructed to serve the initial 1,100 residential dwellings will be suitable to form the initial part of a future CBLR (Cross Borough Link Road), should a full link be deemed desirable by the Council in the future.

In order that the development masterplan is consistent with the aims of the CBLR and vice versa, the development will construct a significant length of a road, as part of the Spine Movement Corridor, which is capable of also fulfilling the function of the CBLR.

This sets out the criteria for that corridor. It is intended to be a flexible design tool and not a definite catalogue of standards. The main objective of the criteria is to enable a CBLR link whilst at the same time creating better places for people to live in, places which are safer, more convenient and more attractive than the historical suburban estate, in accordance with guidance on this matter.

The following key criteria will be applied to the design of the Spine Road:

1. Corridor for movement by all modes
2. Provision for peds, cyclists, and where appropriate equestrians, along its length (off carriageway) and across the carriageway (formal and informal), including segregated space for cycles and other micro-mobility which takes priority of movement over side roads
3. No single home private driveways
4. A carriageway width typically in the order of 6.5m with localised widening where necessary
5. Separate right turn storage facilities for side road access such that through movement is maintained
6. 30mph speed limit
7. No significant acute bends
8. Satisfactory forward visibility at junctions and along the corridor
9. Active frontages, well overlooked and with street trees where appropriate
10. Layout consistent with public realm which encourages activity at the pedestrian scale and provides a balance between movement and place functions
11. Inclusive design to best account for people with visual, mobility or other limitations to allow safe and confident use
12. A 40m wide swathe of land will be safeguarded to enable some flexibility in alignment to accommodate a corridor which is likely to fluctuate in width, but rarely extend more than 20m wide. Residual land within the safeguarded strip, once the detailed alignment and design of the corridor has been fixed, will accommodate development and frontage to the corridor