

DATED 22 November 2021

**CHORLEY BOROUGH COUNCIL**

and

**JOHN ANTHONY CLAYTON, ROBERT IAN MCCARTHY, MARTIN BEATTIE, ANDREW  
HARGREAVES, JUDITH GREEN (The First Owners)**

And

**THE STRINGFELLOW FAMILY TRUST (The Second Owners)**

And

**LANCASHIRE COUNTY COUNCIL**

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**A PLANNING OBLIGATION BY AGREEMENT  
made pursuant to Section 106 of the Town and  
Country Planning Act 1990 (as amended)**

**relating to land to the East of Preston Road, Coppull, Chorley**

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

WE HEREBY CERTIFY  
THIS TO BE A TRUE  
AND COMPLETE COPY  
OF THE ORIGINAL

SHOOSMITHS LLP *Shoosmiths LLP*  
DATE 15/12/2021

THIS PLANNING OBLIGATION BY AGREEMENT is made the day of  
22 November 2021

**BETWEEN**

- (1) **CHORLEY BOROUGH COUNCIL** of Town Hall, Market Street, Chorley, Lancashire, PR7 1DP (**"the Council"**)
- (2) **John Anthony Clayton** of 1 Dob Brow, Charnock Richard, Chorley, PR7 3QN, **Robert Ian McCarthy** of Windmill Farm Barn, Windmill Lane, Brindle, Chorley, PR6 8PG and **Martin Beattie** of 1 Higher Moor Road, Wrightington, Lancashire, **Andrew Hargreaves** of 13 Eaves Lane, Chorley PR6 0QZ, and **Judith Green** of 11 Midge Hall Lane, Leyland PR26 6TN (**"the First Owners"**)
- (3) **John Stringfellow** of 9 Roe Hey Drive, Coppull, Chorley, PR7 4PU and **Lewis Stringfellow** of Dean Farm House, Deanfield, Off Haw Lane, Bledlow Ridge, High Wycombe, Bucks, as the Trustees of the **Stringfellow Family Trust** (**"the Second Owners"**)
- (4) **LANCASHIRE COUNTY COUNCIL** PO Box 78, County Hall, Fishergate, Preston, Lancashire, PR1 8XJ (**"the County Council"**)

**No fetter of discretion**

Nothing (contained or implied) in this deed shall fetter or restrict the Council's or the County Council's statutory rights, powers, discretions and responsibilities.

**1. Recitals**

- 1.1 The Council is the local planning authority for the purposes of the Act for the area within which the Site is located and is the authority by which the planning obligations herein contained are enforceable.
- 1.2 The First Owners are the freehold owners of the Site which is registered at the Land Registry under title number LA636335.
- 1.3 Andrew Hargreaves and Judith Green are the beneficiaries of the estate of Alan Hargreaves, a former freehold owner of the part of the Site registered under title number LA636335.
- 1.4 The Second Owners are the owners of the unregistered land in the North East area of the Site and making up the remainder of the Site which is not part of title number LA636335. The ownership of the unregistered land is evidenced by conveyance dated 26<sup>th</sup> November 1924 a copy of which is attached at the twelfth schedule

- 1.5 The First Owners and the Second Owners, for the purpose of this agreement shall be collectively known as "the Owners"
- 1.6 The Owners have applied to the Council pursuant to the Act for permission to develop the Site under the Application and enters this Agreement with the intention that its interest is bound by the obligations contained herein.
- 1.7 The covenants, restrictions and requirements imposed upon the Owners under this Agreement create planning obligations pursuant to Section 106 of the Act and the Owners are the persons against whom such obligations are enforceable in respect of the Site.
- 1.8 The Owners have agreed to enter into this Agreement so as to create a planning obligation in favour of the Council pursuant to Section 106 of the Act and to be bound and to observe and perform the covenants hereinafter contained.
- 1.9 The Council has concluded that further provision of Affordable Housing is required in the Borough and that the requirement for such housing in this Agreement contributes to that provision.
- 1.10 The Application was refused by the Council by way of a decision notice dated 13 April 2021. The Owner has submitted the Appeal and this Agreement is to be considered as part of the Appeal.

## **2. Definitions and Interpretation**

### **2.1**

<b>"the Act"</b>	means the Town & Country Planning Act 1990 (as amended) or any statute amending or modifying repealing or re-enacting the same for the time being in force.
<b>"Affordable Housing"</b>	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 for essential workers) and which complies with one or more of the definitions of affordable housing in Annex 2 of the NPPF.
<b>"Affordable Housing Provider (AHP)"</b>	means a registered provider, registered social landlord or a housing association or similar organisation registered in accordance with section 80 of the Housing and Regeneration Act 2008 (or as redefined by any amendment, replacement or re-enactment of such Act) or if such bodies cease to exist or are superseded the equivalent body whose main objectives included the provision of Affordable Housing and to whom the Affordable Housing Units may be transferred as approved by the Council in writing (such approval not to be unreasonably withheld or delayed.)

<b>"Affordable Housing Scheme"</b>	<p>means the scheme (as may be amended from time to time) for the provision of Affordable Housing (comprising 30% of the number of Dwellings to be erected on the Development as Affordable Housing Units) to be submitted to and approved by the Council and which shall include:</p> <ol style="list-style-type: none"> <li>1. by reference to a plan or plans the location, plot boundaries and layout of the Affordable Housing Units;</li> <li>2. a programme and timetable for the provision of Affordable Housing Units;</li> <li>3. the Market Value Notice;</li> </ol> <p>Where it is proposed that the affordable housing provision should be on-site but where the calculated provision does not equate to whole units the actual provision will be rounded up or down to the nearest whole number.</p>
<b>"Affordable Housing Units"</b>	<p>means 30% of the Dwellings to be erected on the Site as Affordable Housing in accordance with Schedules 5 and 6 pursuant to the Planning Permission comprising a mix of 70% Social Rented Units and 30% Shared Ownership Housing Units (or as may otherwise be agreed in writing with the Council) and the term <b>"Affordable Housing Unit"</b> shall be construed accordingly.</p>
<b>"Amenity Greenspace"</b>	<p>means the casual/informal open space to be provided as part of the Development on Site and as to be approved by the Reserved Matters Consent and Amenity Greenspace Management Scheme</p>
<b>"Amenity Greenspace Completion Notice"</b>	<p>means a notice to be served by the Owner on the Council confirming that the Amenity Greenspace has been substantially completed</p>
<b>"Amenity Greenspace Contribution"</b>	<p>Means the sum of £86,100.00 for the maintenance of the Amenity Greenspace provided on-site (if private maintenance is not proposed) for a period of 10 years</p>
<b>"Amenity Greenspace Final Certificate"</b>	<p>means the written confirmation of the Council that the Amenity Greenspace set out in the Amenity Greenspace Completion Notice is in accordance with the approved Amenity Greenspace Management Scheme</p>
<b>"Amenity Greenspace Management"</b>	<p>means a written scheme (as may be amended from time to time)</p>

<b>Scheme"</b>	<p>setting out the proposals for the provision of the Amenity Greenspace and the ongoing maintenance and management thereof and such scheme shall include (save where such matters are dealt with adequately by a condition or conditions within the Planning Permission):</p> <p>(a) the specification for the Amenity Greenspace; and</p> <p>(b) the date or other means of determining the commencement of the laying out of the Open Space; and</p> <p>(c) the period required to complete the laying out of the Open Space.</p>
<b>"the Application"</b>	means the application for outline planning permission numbered 20/01399/OUTMAJ for the Development of the Site for the erection of up to 123 dwellings (including 30% affordable housing) with public open space provision, structural planting and landscaping, and vehicular access points from Grange Drive. All matters reserved save for access.
<b>"Approved Person"</b>	means a person who meets the criteria as appropriate set out in Schedule 8
<b>"Appeal"</b>	means the planning appeal which has been submitted by the to the Secretary of State for Housing Communities and Local Government against the refusal of the Application by the Council and allocated reference APP/D2320/W/21/3275691;
<b>"BCIS All-in Tender Price Index"</b>	means the BCIS All-in Tender Price Index published by the Royal Institute of Chartered Surveyors or any successor body (or such other index replacing the same) for the quarter in which the contribution (or any part of it) is paid
<b>"the Borough"</b>	means the Borough of Chorley
<b>"Chargee"</b>	means any mortgagee or chargee of the Site (or part thereof) and/or of the Affordable Housing Provider or the successors in title to such mortgagee or chargee or any receiver or administrator or manager howsoever 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 of the whole or part of the Affordable Housing..

<b>"Children and Young People Contribution"</b>	means the sum of £134.00 per Dwelling for improvements for children and young people within the following sites as identified in the Open Space Study;  1472 Play area opposite 14 Manor Way, Coppull; 1373.1 Byron Crescent Play Area, Coppull; and 1373.2 Byron Crescent MUGA, Coppull).
<b>"Commence"</b>	means the carrying out of a material operation as defined by section 56 (4) of the Act (excluding for the purposes of this Agreement and for no other purpose any Preparatory Operation) in accordance with the Planning Permission and the expressions "Commencement" shall have a corresponding meaning.
<b>"Commencement Date"</b>	means the date of the Commencement of the Development
<b>"Contributions"</b>	means the Amenity Green Space Contribution Children and Young People Contribution and Playing Pitches Contribution
<b>"Development"</b>	means the development proposed in the Application and described at the Second Schedule.
<b>"the Disposal"</b>	each and every means by which the right of occupation of an Affordable Housing Unit is given or transferred to another person body or company and shall include the subsequent disposals and "Dispose" shall be construed accordingly and for the sake of clarity the term "Disposal" and "Dispose" shall include the exercise of the right to Staircase under a shared ownership lease.
<b>"Dwelling"</b>	means a residential dwelling (including a house, apartment, bungalow or maisonette) to be constructed on the Site in accordance with the Planning Permission and "Dwellings" shall be construed accordingly and includes Affordable Housing Units.
<b>"Education Indexation"</b>	<p>Indexation will be applied to Section 106 agreements using the formula below</p> $\text{Secondary Education Contribution} \times \text{BCIS All in Tender Price Index for the period immediately prior to the date of payment under the S106} + \text{BCIS All in Tender Price Index for the period last published before the date of this agreement}$

	<p>agreement</p> <p>Where trigger targets are included in the S106, indexation will apply at each trigger point.</p>
<b>"Eligibility Criteria"</b>	means the criteria set out in Schedule 8
<b>"Homes England"</b>	means Homes England or any body corporate charged under the Housing and Regeneration Act 2008 and the Localism Act 2011 with the functions of regulating provision of Affordable Housing or if such body ceases to exist or is superseded the equivalent or successor body.
<b>"Housing Authority"</b>	means Chorley Borough Council
<b>"Housing Need"</b>	means living in unsuitable housing conditions and/or being unable to afford suitable housing at open market prices.
<b>"Interest"</b>	means interest at the rate of 3 per cent above the base lending rate of the Bank of England from time to time unless where otherwise expressly stated herein.
<b>"Inspector"</b>	means the Inspector appointed by the Secretary of State for Housing Communities and Local Government to determine the Appeal.
<b>"Management Company"</b>	a company constituted for the purpose of owning, managing and maintaining the Amenity Greenspace in accordance with the Amenity Greenspace Management Scheme.
<b>"Market Value Notice"</b>	means the notice to the Council giving the Open Market Value of the proposed Affordable Housing Units
<b>"National Rent Regime"</b>	means the regime under which the rents for tenants of Social Rented units are set by The Regulator of Social Housing or its equivalent successor body.
<b>"Nomination Agreement"</b>	means an agreement between the Council and an Affordable Housing Provider which allows the Council to nominate the prospective tenants and assignees for the Social Rented Units.
<b>"NPPF"</b>	the National Planning Policy Framework published in July 2021 or such policy document as supersedes or replaces it.
<b>"Occupation"</b>	means to occupy or permit or suffer to be occupied for the purposes permitted by the Planning Permission but does not

	include occupation by personnel engaged in construction, fitting out or decoration or occupation for marketing or display or occupation in relation to security operations and <b>"Occupy"</b> and <b>"Occupied"</b> shall be construed accordingly.
<b>"Open Market Value"</b>	has the meaning ascribed to it in the Appraisal and Valuation Manual published by the Royal Institution of Chartered Surveyors.
<b>"Open Space Assessment"</b>	means the "Central Lancashire Open Space Assessment Report" published in February 2019
<b>"the Owners"</b>	includes the First Owners and the Second Owners (as defined above) and their successors in title, heirs and assigns
<b>"Plan"</b>	means the Plan annexed hereto in the First Schedule
<b>"Planning Permission"</b>	means the planning permission (as may be amended or varied from time to time pursuant to a Qualifying Application) which may be granted by the Inspector pursuant to the Appeal.
<b>"Playing Pitches Contribution"</b>	means the sum of £1,599.00 per Dwelling towards the provision of new or works of addition, improvement and enhancement to the sports pitches and sports facilities within the Borough
<b>"Preparatory Operation"</b>	<p>means:</p> <p>a) an operation or item of work of or ancillary to:</p> <ul style="list-style-type: none"> <li>(i) archaeological investigations; or</li> <li>(ii) demolition; or</li> <li>(iii) site Clearance; or</li> <li>(iv) site or soil investigations; or</li> <li>(v) site remediation and or decontamination works; or</li> <li>(vi) the laying of services; or</li> <li>(vii) site survey works</li> </ul> <p>b) temporary works including the erection of temporary fencing and hoardings and or temporary access.</p>



<b>"Protected Tenant"</b>	<p>any tenant who either:</p> <p>a) has exercised the right to acquire the dwelling of which he is a tenant pursuant to section 16 of the Housing Act 1996 or any statutory provision for the time being in force (or any equivalent contractual right) in respect of a particular rented Affordable Housing Unit; or</p> <p>b) has exercised any statutory right to buy the dwelling of which he is a tenant pursuant to Part V of the Housing Act 1985 or any statutory provision for the time being in force (or any equivalent contractual right) in respect of a particular Affordable Housing Unit;</p> <p>c) has been granted a Shared Ownership Lease by an AHP (or similar arrangement where a share of the Shared Ownership Housing Unit is owned by the AHP) in respect of a particular Shared Ownership Housing Unit and the tenant has subsequently purchased from the AHP all the remaining shares so that the tenant owns the entire Shared Ownership Housing Unit.</p>																		
<b>"Pupil Places Required"</b>	means the number of primary or secondary Pupils Expected to be Resident in the Development less any Spare Places expected to be available to cater for the Development																		
<b>"Pupils Expected to be Resident"</b>	means the sum of the number of Dwellings less Elderly Person Units with a given number of bedrooms x corresponding Pupil Yield Figure for primary or secondary education (rounded to the nearest whole number).																		
<b>"Pupil Yield Figure"</b>	<p>means</p> <table><tr><td></td><td colspan="5">Total Number of Bedrooms in Dwelling – Pupil Yield per Dwelling</td></tr><tr><td></td><td>One</td><td>Two</td><td>Three</td><td>Four</td><td>Five</td></tr><tr><td><b>Secondary</b></td><td>0</td><td>0.03</td><td>0.09</td><td>0.15</td><td>0.23</td></tr></table>		Total Number of Bedrooms in Dwelling – Pupil Yield per Dwelling						One	Two	Three	Four	Five	<b>Secondary</b>	0	0.03	0.09	0.15	0.23
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<b>"Qualifying Application"</b>	means any application for reserved matters approval in relation to the Planning Permission and/or any subsequent applications for planning permission made under section 73 of the Act and/or in accordance with article 18 of the Town and Country Planning (Development Management Procedure) (England) Order 2010 in																		

	respect of the Development
<b>"Regulator of Social Housing"</b>	means a body established under section 80A of the Housing and Regeneration Act 2008 (as amended) as the body responsible for the regulation of social housing providers in England and shall include any predecessor (where the context so allows) or successor regulatory body for social housing providers.
<b>"Reserved Matters Consent(s)"</b>	means any reserved matters approval granted pursuant to the Planning Permission and in relation to any part of the Site which permits residential development and specifies the number of Dwellings and number of bedrooms permitted on that part of the Site
<b>"RPIX"</b>	means the Retail Prices Index excluding Mortgage Interest Payments (RPIX) published by the Office for National Statistics each month.
<b>"Secondary Education Contribution"</b>	<p>means one of either:</p> <ul style="list-style-type: none"> <li>a) £415,111.50 (four hundred and fifteen thousand one hundred and eleven pounds and fifty pence);</li> <li>b) £92,247.00 (ninety two thousand two hundred and forty seven pounds); or</li> <li>c) £nil</li> </ul> <p>to be confirmed by the Inspector in determining the Appeal and FOR THE AVOIDANCE OF DOUBT where the Inspector determines that either a) or b) is the appropriate level of Secondary Education Contribution payable to the County Council, the figure will be calculated in accordance with the mechanism set out in the Eleventh Schedule</p>
<b>"Shared Ownership"</b>	a shared ownership arrangement whereby the lessee enters into a lease and initially purchases a percentage of the equity in an Affordable Housing Unit up to 75% of the equity and pays rent in respect of the remaining equity share in the Affordable Housing Unit and has the option to staircase (that is to say to increase their equity share in the property to 100%) and in accordance with the Shared Ownership Lease.
<b>"Shared Ownership Lease"</b>	shall mean the current Homes England model shared ownership lease requiring a minimum 25% equity sale.
<b>"Shared Ownership Housing Units"</b>	means any Affordable Housing Units to be occupied on a Shared Ownership basis under a Shared Ownership Lease in accordance

	with the terms of this Agreement .
<b>"Site"</b>	means the land against which this Agreement may be enforced shown edged red on the Plan.
<b>"Social Rented Units"</b>	means Affordable Housing where the rents are subject to the National Rent Regime in accordance with Schedules 5 and 6 and <b>"Social Rented Units"</b> shall be construed accordingly.
<b>"Spare Places"</b>	means the number of secondary places expected to be available to meet the needs of the Development calculated in accordance with the principles set out in Schedule **** hereto;
<b>"Tenancy"</b>	is an assured tenancy where the Affordable Housing Unit is occupied by the individual household as their only or principle home by way of a lease.
<b>"Working Day"</b>	means any day on which the clearing banks in the City of London are (or would be but for strike, lockout, or other stoppage affecting such banks generally) open during banking hours Monday to Friday (inclusive) excluding national holidays and the period 24 December -1 January inclusive and excluding Saturdays, Sundays and bank holidays.

- 2.2 The clause and the paragraph headings in the body of this Agreement and in the Schedules do not form part of this Agreement and shall not be taken into account in its construction or interpretation. Reference made to any clause paragraph or schedule or recital context is a reference to a clause paragraph or schedule or recital in this Agreement
- 2.3 Save where used in clause 9 the expressions "the Council", "the County Council" and "the Owners" shall where the context admits includes their successors in title (and in the case of the Council and the County Council the successors to its statutory functions) and those deriving title under each of them. References to the Housing Authority shall include the successors to its function as local housing authority for the administrative area in which the Site is located.
- 2.4 Words importing one gender shall be construed as including any gender.
- 2.5 Words importing the singular shall be construed as importing the plural and vice versa.
- 2.6 The clause and the paragraph headings in the body of this Agreement and in the Schedules do not form part of this Agreement and shall not be taken into account in its construction or interpretation.

- 2.7 Any reference to an Act of Parliament shall include any modification extension or re-enactment of that Act for the time being in force and shall include all instruments orders plans regulations permissions and directions for the time being made issued or given under that Act or deriving validity from it. In the absence of any contrary provision any reference to a statute includes any statutory modification or re-enactment of it and any and every order instrument regulation permission direction or plan made or issued under the statute or deriving validity from it.

### **3. Legal Effect**

- 3.1 This Agreement is made pursuant to Section 106 of the Act and the obligations contained in this Agreement are planning obligations for the purposes of that section insofar as they fall within the terms of sub-section 106(1).
- 3.2 Insofar as any of the covenants contained in this Agreement are not planning obligations within the meaning of the Act they are entered into pursuant to the powers contained in Section 111 of the Local Government Act 1972, Section 1 of the Localism Act 2011 and all other enabling powers with the intention that the obligations contained herein are planning obligations for the purposes of the provisions in respect of the Site which may be enforced by the Council against the Owners.
- 3.3 The undertakings covenants restrictions and obligations on the part of the Owner in this Deed shall not apply and shall not be enforceable by the Council and or the County Council in the event that the Inspector states clearly in the decision letter granting the Planning Permission that such obligations, or any of them, are unnecessary to make the Development acceptable in planning terms or otherwise fail to meet the statutory test set out in Regulation 122 of the Community Infrastructure Levy Regulations 2010 (as may be amended from time to time) and those so identified by the decision maker shall be deemed to have been revoked and be unenforceable and of no legal effect.

### **4. COMMENCEMENT**

- 4.1 This Agreement is conditional upon the grant of the Planning Permission and shall not take effect until the Commencement of Development authorised by the Planning Permission.
- 4.2 Save for the provisions of clause 9 (Chargee Liability), 7.9 (Land Charges registration), 7.1 (third party rights), 10 (Legal Costs), 7.3 (Notices), 11 (Notices of Change in Ownership) and paragraph 1 of Part 1 of Schedule 5 (notice of intended commencement of development) which shall come into effect immediately upon completion of this Agreement.

### **5. The Covenants of the Owners**

- 5.1 The Owners hereby covenants in respect of itself and so as to bind its interests in the Site with the Council to perform the obligations on its part specified in this Agreement.

**6. The Covenants of the Council and County Council**

- 6.1 The Council hereby covenants with the Owners to perform the obligations on its part specified in the Eighth Schedule.
- 6.2 The County Council hereby covenants with the Owners to perform the obligations on its part specified in the Eleventh Schedule.

**7. Agreements and Declarations**

It is hereby agreed and declared as follows:

- 7.1 References to any party to this Agreement shall include successors in title and assigns to that party and to any deriving title through or under that party and in the case of the Council the successors to their respective statutory functions; save as provided in respect of the successors in title to the Site or any successor to the relevant statutory functions of the Council this Agreement shall not be enforceable by any third party pursuant to the Contracts (Rights of Third Parties) Act 1999.
- 7.2 This Agreement is governed by and interpreted in accordance with the Law of England and the parties submit to the exclusive jurisdiction of the Courts of England.
- 7.3 Any notice or other written communication to be served by one party upon any other pursuant to the terms of this Agreement shall be deemed to have been validly served if delivered by hand or sent by pre-paid first class or recorded delivery post to the party to be served at its address herein specified or such other address as may from time to time be notified for this purpose by notice served under this Agreement and any such notice or other written communication to be given by the Borough Council and/or the County Council shall be deemed valid and effectual if on its face value it is signed on behalf of the Borough Council and/or the County Council by an officer or duly authorised signatory thereof.
- 7.4 Where any certificate, consent, permission, nomination or other approval is to be given by any party or any person on behalf of any party hereto under this Agreement the decision of the same shall not be unreasonably withheld or delayed and if refused written reasons for the refusal shall be provided.
- 7.5 No person shall be liable for breach of a covenant contained in this Agreement after it shall have parted with all interest in the Site or that part of the Site in respect of which such breach occurred but without prejudice to liability for any subsisting breach of covenant prior to parting with such interest.
- 7.6 This Agreement shall not be enforceable against:
- 7.6.1 owners or occupiers or tenants of any individual Dwelling constructed pursuant to the Planning Permission or against those deriving title there from;

- 7.6.2 any owners, occupier, tenant or mortgagee of an Affordable Housing Unit or the successors in title of such person or mortgagee or any person deriving title therefrom save as otherwise provided in the fifth sixth seventh and eighth schedules in which the covenants therein are enforceable against such persons as the case may be;
- 7.6.3 subject always to clause 9 any mortgagee of an Affordable Unit or any receiver appointed by such a mortgagee;
- 7.6.4 subject always to clause 9 any mortgagee of an AHP or any receiver appointed by such a mortgagee or the successors in title of such person or any person deriving title therefrom;
- 7.6.5 any Protected Tenant or the successors in title of such person;
- 7.6.6 any statutory undertaker or other person who acquires any part of the Site or an interest in it for the purposes of the supply of electricity, gas, water, drainage, telecommunication services or public transport services;
- 7.6.7 the relevant highway authority to whom any part of the Site is disposed of for the purposes of adoption of any roads and/or footpaths and or/cycle ways to be constructed on the Site;
- 7.6.8 any management company to whom any part of the Site is disposed of and upon which a Dwelling will not be constructed;
- 7.6.9 save for the obligations in the fifth sixth seventh and eighth schedules any AHP whose only interest in the Site is as registered provider of an Affordable Housing Unit

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

- 7.7 If the Planning Permission shall expire before the Commencement Date or shall at any time be quashed, revoked, otherwise withdrawn or it is, without the consent of the Owners, modified by any statutory procedure the provisions of this Agreement shall forthwith determine and cease to have effect (insofar only as they have not already been complied with) and any Local Land Charge registered pursuant to clause 7.19 shall be cancelled as soon as reasonably practicable.
- 7.8 Nothing in this Agreement shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Agreement.
- 7.9 This Agreement shall upon completion be registered by the Council as a Local Land Charge.
- 7.10 If any sum due under this Agreement shall remain unpaid after the same has become due (without prejudice to any other right of the parties to this Agreement) Interest shall be paid thereon by the defaulting party to the other party from the date the sum becomes due to the date of actual receipt

of the payment by the receiving party at the rate of 3% above the base lending rate of the Bank of England from time to time.

- 7.11 Obligations entered into by any party which comprises of more than one person shall be deemed to be joint and several.
- 7.12 No waiver (whether express or implied) by the Council of any breach or default in performing or observing any of the covenants terms or conditions of this Agreement shall constitute a waiver and no such waiver shall prevent the Council from enforcing any of the said terms or conditions or from acting upon any subsequent breach or default.
- 7.13 If any provision in this Agreement shall be held to be invalid illegal or unenforceable the validity legality and enforceability of the remaining provisions shall not in any way be deemed thereby to be affected or impaired.
- 7.14 Nothing in this Agreement shall be construed as granting planning permission or any other approval consent or permission required from the Council in exercise of any other statutory function.

## **8. Disputes**

- 8.1 Unless and to the extent not specified otherwise in this Agreement any dispute (save for any disputes as to matters of law) shall be referred at any appropriate time by any party hereto to a person having appropriate professional qualifications and experience in such matters ("**the Expert**") appointed jointly by the parties or in default of agreement within 10 Working Days after either party has given to the other a written request requiring the appointment of the expert by the President for the time being of the Royal Institution of Chartered Surveyors or the President of such other professional body as shall be relevant for the nature of the dispute in question (as appropriate) (or on his behalf) on the application of either party.
- 8.2 The Expert shall have at least 10 years post qualification experience in the area of the dispute in question.
- 8.3 The Expert shall act as an expert and not as an arbitrator and the decision of the Expert shall be final and binding upon the parties (except where there is a manifest error and/or on a matter of law) and the following provisions shall apply to the Expert.
- 8.4 The charges and expenses of the Expert shall be borne between the parties in such proportions as the Expert may direct.
- 8.5 The Expert shall give each of the parties an opportunity to make representations to him before making his decision which he shall make available to the other parties on request.
- 8.6 The Expert shall be entitled to obtain opinions from others if he so wishes.

- 8.7 The Expert shall make his decision on valuation matters within the range of any representations made by the parties.
- 8.8 The Expert shall comply with any time limits or other directions agreed by the parties on or before his appointment.
- 8.9 If the Expert is unable or unwilling to accept his appointment or to carry out his functions then either party may apply for a replacement to be appointed in his place and this procedure may be repeated as often as necessary.
- 8.10 The decision of the Expert must be given in writing setting out the reasons behind such decision.
- 8.11 If the parties fail to agree as to the nature of the difference or question then a decision as to the nature of such difference or question shall be referred to a solicitor of at least ten (10) years post qualification experience in the same manner and the same terms as set out in clauses 8.1 to 8.10 inclusive who shall determine which type of professional should be appointed in relation to such matter.
9. **Mortgagee in Possession**
- 9.1 No Chargee of any of the Site or part thereof or any chargee mortgagee of any owners of any part of the Site of the Site from time to time shall be liable for the provisions of this Agreement unless such shall go into possession of the Site or part thereof.
- 9.2 The obligations contained in this Agreement shall not be binding or enforceable against any mortgagee of a Local Housing Authority or AHP or any receiver appointed by such a Mortgagee, or any person deriving title through such a mortgagee or receiver provided always that a successor in title of such a person will be bound by the Affordable Housing obligations contained in this Agreement.
10. **Legal Fees**
- 10.1 The Owners agrees to pay to the Council on the date hereof the sum of £1,000.00 (one thousand pounds) as a contribution towards the reasonable costs incurred by the Council in the negotiation preparation and execution of this Agreement.
- 10.2 The Owners agrees to pay to the County Council on the date hereof the sum of £450.00 (four hundred and fifty pounds) as a contribution towards the reasonable costs incurred by the County Council in the negotiation preparation and execution of this Agreement.
11. **Notice of Change in Ownership**



The Owners agrees with the Council until all obligations under this Agreement have been discharged to give the Council notice of any change in ownership of any of its legal interests in the Site and the creation of any new legal interests by it on the Site within 15 Working Days of the occurrence of such change or creation and such notice shall give details of the transferee's full name and registered office (if a company) or usual address together with the area of the Site or relevant unit of occupation by reference to a plan PROVIDED ALWAYS that no notice under this clause needs be given in respect of any transfer of an individual Dwelling or a transfer of part of the Site to a statutory undertaker or other person for the supply of utilities or public transport services.

## **THE FIRST SCHEDULE**

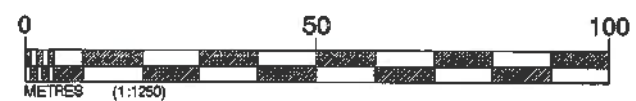
### **THE SITE**

The land adjacent to Blainscough Hall, Blainscough Lane and made up of the registered freehold land under Title Number LA636335 and of the parcel of unregistered land to the East of Title Number LA636335 and for the purposes of identification only shown edged red on the attached Plan



IMPORTANT NOTE:  
ALL DIMENSIONS AND LEVELS SHOWN ON THIS DRAWING ARE TO BE CHECKED BY THE CONTRACTOR MANUFACTURED FROM TO THE COMPLETION OF ANY WORKS ON SITE OR THE SIGNATURE OF ANY ONE COMPONENT.  
THIS DRAWING IS NOT TO BE SCALED.  
DIMENSIONS ARE INDICATED IN MILLIMETRES UNLESS CLEARLY STATED OTHERWISE.  
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# Blainscough Hall



Revision:		By:	Date:
Client:			
Lea Hough & Co			
Project Title:			
Residential Development			
Address:			
Blainscough Hall, Coppull			
Drawing Title:			
Site Location Plan			
Drawing No:			
LH.BH.LP.01			
Drawn:	Chk:	Date:	
BG	ST	06/11/2020	
Scale:	Paper Size:	Rev:	
1:1250	A3		

## **THE SECOND SCHEDULE**

### **DESCRIPTION OF THE DEVELOPMENT**

Outline planning application for the erection of up to 123 dwellings (including 30% affordable housing) with public open space provision, structural planting and landscaping, and vehicular access points from Grange Drive. All matters reserved save for access.

Application No: 20/01399/OUTMAJ

**THE THIRD SCHEDULE**  
**DRAFT PLANNING PERMISSION**

## **THE FOURTH SCHEDULE**

**The Owners covenants with the Council as follows:**

**1. Payment of the contributions**

- 1.1 The Owners will pay the Contributions to the Council prior to the Occupation of the first Dwelling and until such payment has been made shall not occupy or cause or allow to be occupied any Dwelling on Site.
- 1.2 The sums shall be subject to annual review from the date of this Agreement in accordance with the RPIX up to the date of payment after annual review.

**Amenity Greenspace**

- 1.3 Not to Commence Development without having submitted to and obtained the Council's written approval to the Amenity Greenspace Management Scheme.
- 1.4 To lay out the Amenity Greenspace in accordance with the approved Amenity Greenspace Management Scheme.
- 1.5 Following the completion and laying out of the Amenity Greenspace to ensure there is public access to the Amenity Greenspace in perpetuity free of charge PROVIDED THAT access to the Amenity Greenspace may be temporarily restricted so as to allow maintenance and repair and or where there are any issues in respect of health and safety.
- 1.6 To serve the Amenity Greenspace Completion Notice upon the Council upon the Substantial Completion of each area of Amenity Greenspace.
- 1.7 Following the issue of the Amenity Greenspace Completion Notice the Council will notify the Owner within 10 Working Days of any reasonable additional works which are required to enable the Council to issue the Amenity Greenspace Final Certificate. The Owner shall be required to carry out such additional works and the Council shall issue the Amenity Greenspace Final Certificate within 10 Working Days of the works being undertaken to the Council's reasonable satisfaction.
- 1.8 Following the issue of the Amenity Greenspace Final Certificate the Owner shall use reasonable endeavours to transfer the Amenity Greenspace to a Management Company as soon as reasonably practicable .

**Transfer to Management Company**

- 1.9 Upon the transfer to a Management Company to require the Management Company to covenant to reasonably and properly maintain the relevant Amenity Greenspace in accordance with the terms of the approved Amenity Greenspace Management Scheme.
- 1.10 In the event the Management Company (which for the purposes of this paragraph 1.10 and paragraph 1.11 below shall be deemed to include the Owner in the event the Management Company either does not exist or the transfer of Amenity Greenspace to it has not completed) fails to comply with the objectives of the covenant referred to in paragraph 1.9 above the Council may

serve notice on the Management Company detailing any works which it considers to be reasonably required in accordance with the Amenity Greenspace Management Scheme and giving to the Management Company the required prior notice ("the Default Notice") as will be set out in the relevant projected maintenance schedule in the Amenity Greenspace Management Scheme which shall be at least four (4) weeks and subject always to the provisions of paragraph 1.11 below if the Management Company fails to comply by the expiry of the Default Notice then the Council may access the Amenity Greenspace with workmen, plant and machinery to carry out the works required to remedy the default and to recover its reasonable costs of carrying out such works from the Management Company.

- 1.11 In the event that the Management Company does not agree that it has failed to reasonably and properly maintain the Amenity Greenspace as stated in the Default Notice or that the works specified in the Default Notice are outside the scope of the projected maintenance schedule in the Amenity Greenspace Management Scheme the Management Company and the Council shall use reasonable endeavours to agree the extent of the outstanding works required to be remedied (if any) within a further two (2) weeks of the expiry of the Default Notice failing which the Management Company and the Council shall refer the matter to an Expert in accordance with clause 8 (Disputes of this Agreement) and for the avoidance of doubt the Council shall not access the Amenity Greenspace to remedy the alleged default in accordance with paragraph 1.10 above until the Expert has determined that the Management Company is in default of its obligations in accordance with the Amenity Greenspace Management Scheme but such restriction shall be without prejudice to the Council exercising any of its statutory powers.

## **THE FIFTH SCHEDULE**

### **AFFORDABLE HOUSING**

The Owners hereby covenants with the Council as follows:

#### **Part 1**

1. To notify the Council in writing of the Commencement of the Development within fourteen (14) days prior to Commencement of the Development.
  - 1.1 Prior to Commencement of the Development the Owners shall submit to the Council for approval (not to be unreasonably withheld or delayed) the Affordable Housing Scheme and Market Value Notice; and
  - 1.2 Following approval of such scheme, the Owners shall lay out the Affordable Housing in full compliance with the Affordable Housing Scheme.
2. The Owners covenants with the Council not to Commence Development of any part of the Site until the Affordable Housing Scheme been submitted to the Council.

#### **Part 2**

##### **Construction of the Affordable Housing Units**

###### **Social Rented**

1. The construction of the Affordable Housing Units shall be carried out in accordance with the Affordable Housing Scheme.
2. Unless as otherwise excepted as part of this Agreement the Affordable Housing Units shall be used solely for the purpose of providing Affordable Housing Units to be occupied as the sole residence of households in need of Affordable Housing within the Borough.
3. The Owners shall serve notice on the Council within fifteen (15) Working Days after the completion of the construction of the Affordable Housing Units.

##### **B Transfer of the Affordable Housing Units**

1. The Owners shall use reasonable endeavours to enter into a contract to dispose of a freehold or long leasehold interest in all the Affordable Housing Units to one Affordable Housing Provider unless otherwise agreed in writing with the Council. For the avoidance of doubt, such interest shall



comprise the freehold interest by transfer or a term of years certain for at least 99 years by a long lease.

2. In accordance with the details submitted as part of the Affordable Housing Scheme the Council will advise within 28 days of receipt of the Market Value Notices whether it approves the valuations, such approval not to be reasonably withheld or delayed, failing which the valuations provided in accordance with the Affordable Housing Scheme shall be deemed to be approved by the Council.
3. The agreement to dispose of any of the Affordable Housing Units to the Affordable Housing Provider must impose (inter alia) the following or equivalent terms:
  - 3.1 a covenant by the Affordable Housing Provider not to use the relevant Affordable Housing other than for residential purposes for those in Housing Need; and
  - 3.2 that the transfer for a long lease as appropriate of the relevant Affordable Housing Units to the Affordable Housing Provider be free from any ground rent (other than a peppercorn) or encumbrances save for any existing encumbrances and such rights reservations and covenants as are necessary to enable the Owners to develop the Site in accordance with the Planning Permission and shall grant to the relevant Affordable Housing Provider such rights and covenants as are necessary to enable it to compete (and provide) the Affordable Housing Units; and
  - 3.3 the Owners shall not require the relevant Affordable Housing Provider to meet any of the Owner's legal or other conveyancing costs.
4. The Owners shall provide confirmation to the Council that an agreement of the transfer of the Affordable Housing Units to an Affordable Housing Provider has been entered into within ten (10) Working Days of it being entered into.
5. In the event the Owners has:
  - 5.1 not been able to identify an Affordable Housing Provider which is acceptable to the Council in accordance with this Schedule and which is ready willing and able to exchange unconditional contracts on commercially acceptable terms to the Owners for the purchase of all of the Affordable Housing Units; or
  - 5.2 has identified an acceptable Affordable Housing Provider which is ready willing and able to exchange unconditional contracts for the purchase of all of the Affordable Housing Units but such Affordable Housing Provider withdraw(s) from the transaction or otherwise indicates that

it is unlikely that it is able or willing to purchase all of the Affordable Housing Units (including where contracts have been exchanged but not completed due to the default of the Affordable Housing Provider)

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

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

7. In the event that either:

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

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

in either case within one (1) month of the date upon which the Owners notify the Council under paragraph 6 then the provisions of the following paragraph shall apply.

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

9. From the date of transfer of the Affordable Housing Units by the Owners to an Affordable Housing Provider the provisions of the Sixth and Seventh Schedule shall apply thereto and shall bind the Affordable Housing Units (save unless as otherwise excepted as part of this Agreement).

10. The Affordable Housing Units (save unless as otherwise excepted as part of this Agreement) shall be subject to the following:

10.1 that the Social Rented Units be available in accordance with the National Rent Regime from an Affordable Housing Provider; and

10.2 that when the Social Rented Units are ready for Occupation or the date of their disposal to an Affordable Housing Provider (whichever is the later) they will be let to persons in Housing Need who meet the Eligibility Criteria in accordance with the Nominations Agreement; and

10.3 the Owners agrees with the Council upon disposal of any Social Rented Units to the Affordable Housing Provider to use reasonable endeavours to procure the execution by the Affordable Housing Provider and delivery to the Council of a Nomination Agreement substantially in the terms set out in the Seventh Schedule to this Agreement in respect of the Social Rented Units.

10.4 there will be no changes to the Nomination Agreement without written authorisation from the Council. In the event that the Affordable Housing Provider reasonably requires variations to be made to the Nomination Agreement the Council will not unreasonably withhold or delay its decision regarding consent and/or approval of such variations.

## **THE SIXTH SCHEDULE**

### **Obligations in respect of Affordable Housing Units**

The Owners covenants with the Council as follows:

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

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

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

7. To comply in all respects with the obligations on its part in relation to the Affordable Housing Units set out in this Agreement to which (save as provided in this Agreement or legislation) the Affordable Housing Units shall be permanently subject.

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

**1. Definitions:**

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

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



- 1.10 (i) If the Council fails to nominate a Council Nominee for a First Letting of an Affordable Housing Unit within fifteen (15) Working Days of the Notice; or
- (ii) If despite the reasonable efforts of the Affordable Housing Provider no Council Nominee shall on the occasion of a First Letting enter into a Tenancy of an Affordable Housing Unit within a reasonable time (being not less than twenty one (21) Working Days from the date of the Notice); or
- (iii) If the Council fails to nominate a Council Nominee for a Subsequent Letting of an Affordable Housing Unit within fifteen (15) Working Days of the date of the Notice; or

or

- (iv) If despite reasonable efforts of the Affordable Housing Provider no Council Nominee shall on the occasion of a Subsequent Letting enter into a Tenancy of an Affordable Housing Unit within a reasonable time (being not less than fifteen (15) Working Days from the date of the Notice) the Affordable Housing Provider shall be free to grant a Tenancy of such Affordable Housing Unit to any person satisfying the Eligibility Criteria.
- 1.11 The provisions of this Agreement during the Nomination Period shall apply in respect of all grants of a Tenancy by the Affordable Housing Provider until such a time when it is reviewed. Any amendments to the nominations will be negotiated and agreed between the parties.
- 1.12 The Council and the Affordable Housing Provider agree that the nomination provisions contained in this Agreement are personal to the Council and shall not be enforceable against any mortgagee in possession of any Affordable Housing Unit or any part of the Site or any purchaser acquiring from a mortgagee in possession.
- 1.13 The Affordable Housing Provider shall on demand provide to the Council details of the first and subsequent lets made with respect to the Affordable Housing Units.
- 1.14 The parties will agree a standard format of information to be provided by the Council for all nominations in accordance with each party's policy on confidentiality.

## **2. Liaison arrangements**

- 2.1 The Council's nominated officers, detailed below, will act as an initial point of contact.
- Housing (Options) Team Leader Tel. 01257 515151

- Housing Options and Support Manager Tel: 01257 515151

### **3. Allocations Criteria**

- 3.1 The Council will forward a copy of its Allocations Policy to the Affordable Housing Provider.
- 3.2 The Affordable Housing Provider shall provide the Council with copies of the following documentation:
  - The Affordable Housing Provider's housing application form (where this is different from the one used by the Council)
  - The Affordable Housing Provider's allocations/ lettings policy (where this is different to the one used by the Council)
  - The Affordable Housing Provider's equal opportunities statement

### **4. Criteria for selecting nominations**

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

### **5. Procedures for nominations**

- 5.1 The Affordable Housing Provider will provide the Council with a timetable for the handover of the properties at least 3 months prior to anticipated completion and first Occupation of the Affordable Housing Units. Following the provision of this timetable the Affordable Housing Provider will provide the Council with a monthly progress report.
- 5.2 The Social Rented Units should be rented out in accordance with the National Rent Regime.

- 5.3 With the object of preserving the nature of the Affordable Housing Units as affordable homes for rent the same shall be managed by an Affordable Housing Provider with its usual and normal leasehold terms and conditions in such form of lease as shall be appropriate for the site.

## **6. CONFIDENTIAL INFORMATION**

The Council and the Affordable Housing Provider shall share confidential information relating to the nominee such information may affect the nomination in some way, e.g. people at risk, domestic violence, ex-offenders, people with drug or alcohol related problems. The Council and the Affordable Housing Provider shall comply with the Data Protection Act 1998 at all times.

## **7. EQUAL OPPORTUNITIES**

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

## **8. NOTICES**

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

## **9. TRANSFERS TO OTHER AFFORDABLE HOUSING PROVIDERS**

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

## **10. DISPUTES**

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

## **THE EIGHTH SCHEDULE**

### **ELIGIBILITY CRITERIA FOR THE SOCIAL RENTED UNITS**

- 1 An Approved Person must intend (and be required) to use the Affordable Housing Unit as their main and principal residence.
- 2 None of the Social Rented Units shall be Occupied except by households of persons who meet the following criteria in descending order of priority:

A person deemed to be in Housing Need and satisfying one of the following:

- 2.1 Be a person/family ordinarily resident within the Borough for a minimum of three out of the last five years calculated from the date of the application;
- 2.2 Be a person/family who can demonstrate a local connection or who has a family association within the Borough;
- 2.3 Be a person/family with employment in the Borough.
3. In the event that more than one applicant satisfies the above criteria applicants will be considered in order of the date of their application;
4. If after a Social Rented Unit has been advertised via 3 Select Move Scheme cycles (or where an alternative Choice Based Lettings system is adopted if the Social Rented Unit has been advertised via 3 cycles of that system or where a subsequent lettings policy has been adopted by the Council if after the Social Rented Unit has been marketed for 3 months) and there is no interest from applicants who comply with paragraphs 2.1 to 2.3 then applicants who are ordinarily resident outside the Borough and who can demonstrate a need for Affordable Housing can be considered for that particular unit.
5. For the avoidance of doubt local connection means (not in order of priority)
  - 5.1 A person who has previously had their only or principal home in the Borough for the property in question for a continuous period of three years calculated from the date of the application; or

- 5.2 A person who for a period of 12 months prior to the date of the application had their principal place of work within the Borough for the property in question; or
- 5.3 A person who has immediately prior to the date of the application one or more of their parents children or siblings living within the Borough for a continuous period of five years calculated from the date of the application.
4. Upon allocation of the Social Rented Units for first lets and all subsequent lets the Affordable Housing Provider will confirm the details of each successful applicant detailing the criteria by which they qualify and the property address allocated to them and send this information to the Housing Options and Support Manager at the Council.

## **THE NINTH SCHEDULE**

### **The Council's Covenants**

#### **1. Contributions**

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

## **THE TENTH SCHEDULE**

### **Calculation of the Education Contributions**

**The Owners covenants with the County Council as follows:**

**1. Payment of the contributions**

- 1.1** Within 20 working days following the grant of a Reserved Matters Consent to notify the County Council's School Planning Team that a Reserved Matters Consent has been granted and request that the County Council calculates the Secondary Education Contribution relating to the said Reserved Matters Consent in accordance with this Deed.
- 1.2** On Occupation of the 49<sup>th</sup> Dwelling to pay to the County Council 50% of the Secondary Education Contribution
- 1.3** On Occupation of the 98<sup>th</sup> Dwelling to pay to the County Council the remaining 50% of the Secondary Education Contribution

## **THE ELEVENTH SCHEDULE**

**The County Council covenants with the Owner as follows:**

**1. Payment of the contributions**

1. Within 20 working days of the written notice of Reserved Matters Consent to calculate the Secondary Education Contribution.

**Calculation of the Education Contributions**

- 2.1 The calculation of the Secondary Education Contribution generally and of Spare Places shall be undertaken in the same manner as demonstrated in the County Council's Education Contribution Methodology – September 2020.
- 2.2 The County Council's pupil projections that are current at the time of the calculation shall be used.
- 2.3 For the avoidance of doubt, if the County Council's re-calculations show that the number of Spare Places in secondary schools has increased then there may be a reduction in the payment due in accordance with the re-calculated shortfall. If, however the re-calculated number of Spare Places is expected to exceed the calculated pupil yield from this development as per this Schedule, then no Secondary Education Contribution shall be payable.
- 2.4 To pay to the Owner such amount of any payment made by the Owner pursuant to this Deed to the County Council which has not been expended or committed for expenditure in accordance with the provisions of this Deed within five years of the date of receipt by the County Council of the final instalment of such payment together with Interest, calculated at the Bank of England base lending date, from date of payment to the date of refund.



**THE TWELFTH SCHEDULE**

**Conveyance of the unregistered land on the North East side of the side owned by the Second  
Owners**

Supplemental.

ABSTRACT of TITLE of Ernest Tebbutt and others to Coal and Cannel Mines within and under a Farm in Coppull in the County of Lancaster.

21st February 1868.

Stamp 5/-.

Counterpart  
produced

Stamps 5/2  
2/6  
2/6  
2/6  
2/6

BY INSTRUMENT (so dated) made between Rev. JOHN EDWARD SIMMONS of Colne near Saint Ives in the County of Huntington, Baptist Minister, JOHN PARINGTON SIMMONS of Buckingham in the County of Buckingham Ironmonger, MARY SIMMONS of Colne near Saint Ives aforesaid Spinster, WILLIAM TEBBUTT of Haslemere in the Isle of Ely in the County of Cambridge Farmer and Grocer and MARTHA his Wife late Martha Simmons Spinster (thereinafter designated by the word Lessors as fully to all intents and purposes as if their names were repeated) of the one part and James Darlington of Meriden Hall in the County of Warwick Esquire and Alfred Hewlett of the Grange within Coppull in the County of Lancaster Mining Engineer (hereinafter designated by the word Lessees as fully to all intents and purposes as if their names were repeated) of the other part.

RECITING that the said J. E. Simmons and J. P. Simmons M. Simmons and William Tebbutt and Martha his Wife have contracted and agreed with the said J. Darlington and A. Hewlett for the grant of a lease to them the said Lessees their exors ads and permitted assigns of the mines of Coal and Cannel thereafter partly rented and reserved with such powers and privileges as were therein mentd for the term of 21 years at and under the rents royalties and reservations and with under and subj to the coven provisos condons and coven thereina reserved and contd.

IT WAS WITNESSED that in pursuance of sd agmt and in conson of several rents coven provisos condons and declons thereina reserved and contd and on the part and behalf of sd Lessees thr exors ads and permitted assigns to be sd observed and performed They Lessors for themselves thr heirs assigns Did and each and every of them Did grant demise and lease unto sd J. Darlington and A. Hewlett thr exors ads and permitted assigns.

ALL those several mines beds or seams of coal and cannel called or known reverly by the names of the fine feet mine the Cannel mine the King Coal mine the Yard line and the Arley mine and all other the mines of workable and merchantable coal above the said Arley mine within and under All that messuage tenement and Farm with the app called Moor Lane Farm situate lying and being in Coppull in the said County of Lancaster and the several closes or parcels of land therewith occuriel lying and being in Coppull aforesaid containing in the whole by common estimation Seven acres or thereabouts and the measure of 8 yds





be done to or through or in manner approved or ordered.  
To have and to hold unto the said Lessees and their heirs and assigns the said several mines  
beings or parts of Coal and Cannel thereunto respectively with the powers liberties privileges and authorities and other the premises thereby  
really granted or intended up to be except and subject as aforesaid unto the said  
Leases the exors ads and permitted assns for and during and until the full end  
and term of 21 years to commence and be computed from the 1st day of May 1867  
determinable nevertheless as therein rentd.

YIELDING and paying during the said term of 21 years determinable as therein rentd in respect of the said mines  
thereby devised unto the said Lessors the hire and assns the yearly rents and payments therein rentd (that is to say) the certain and clear yearly rent of £100 yearly and every year until an amount equal to the value  
of the said hereby devised Mine 9 ft. mine under the said lands or grounds has been pd for and the certain and  
clear yearly rent of £50 for and in respect of the same mine yearly and every year during the residue of  
the said term (determinable as therein after rentd) the yearly rents certain to be payable and pd by equal and even  
half yearly payments on the 1st day of May and the 1st day of November in every year and the first of the  
half yearly payments of the yearly rent cert in of £100 to be paid made as on the 1st Novr. 1867.  
AND yielding and paying unto the said Lessors the hire and assns upon every 12th day of May and the 1st Novr  
during the continuance of the said term of 21 year (determinable as after rentd) for so much of the said hereby  
devised mines of coal and Cannel really as shall be workable and merchable and as shall have been actually  
goten down to those respective times by the said several and respective certain yearly rents thereinafore  
reserved so much sterling money as the Coal and Cannel as shall really have been actually gotten from and  
out of the same mines really down to those respective times (and shall not have been previously pd for by  
such certain yearly rents or under or by virtue of this reservation) shall amount to in value at and after  
the rate of 150 sterling money for every acre thereof of 8 yards to the perch of the thickness of one foot  
and so in proportion for any greater or less quantity. And as to so much of such parts or parts of the said  
devised mine as shall be of the thickness of 2 feet and upwards at and after the rate  
or price of 160 sterling money per foot per acre of the measure aforesaid.  
For all such part or parts of the said Cannel mine as shall be under two feet and not less than 18 inches in  
thickness at and after the rate or price of 140 per foot per acre of the measure aforesaid. For all such part  
or parts of the said Cannel mine as shall be worked although of less thickness than 18 inches at and after  
the rate or price of 120 per foot per acre of the measure aforesaid for and in respect of the said Mine Coal line  
at and after the rate of 275 sterling money for every such acre of the measure aforesaid of the thickness of  
One foot and so in proportion for every greater or less quantity for and in respect of the said Yard mine at  
and after the rate of 270 sterling money for every such acre of the measure aforesaid of the thickness of one  
foot and so in proportion for every greater or less quantity. For and in respect of the Arley line at and  
after the rate of 180 of sterling money for every such acre of the measure aforesaid of the thickness of  
One foot and so in proportion for every greater or less quantity thereof. And for and in respect of all  
other mines lying and being above the said Arley line which shall be workable and merchable at and after  
the rate of 160 sterling money for every acre of the measure aforesaid of one foot in thickness and so in  
proportion for every greater or less quantity. thereof.  
And also yielding and paying yearly and every year during the continuance of the said hereby granted term unto

the said Lessors their heirs and assigns or their farmers tenants or occupants of said lands or grounds satisfaction or compensation for all damage and spoil by deep room making or using cart or carriage roads railways tram wagon ways or other ways ponds banks reservoirs cuts or trenches or by using or exercising all or any the powers liberties or privileges hereby granted such compensation for damage and spoil of ground to be from time to time ascertained and paid for at and after the rate of 18 per acre per annum of the measure aforesaid and so proportionately for any greater or less quantity than an acre and to be paid on the 12th day of Novr in every year during the continuance of the said hereby granted term next after such damage shall happen to be occasioned unless and until the said lands or grounds shall have been cleaned restored and made fit for agricultural purposes and such damage or injury discontinued before the expiration or other sooner determination of the said term.  
Here follow usual clauses relating to a Mining Lease.

Executed and attested.

16th July 1898. By Indenture (so dated) made between said J. F. Simmons William Tebbutt and Martha his wife of the one part and the said J. Darlington and Alfred Hewett of the other part.  
Being a further Lease for a further term of 7 years from the 12th day 1898 at a varied rent  
Executed and attested.

17th August 1898. By Indenture (so dated) made between Edmund William Tebbutt and Ernest Tebbutt of the one part and the Blainecough Colliery Company of the other part.  
Being a further Renewal of the said Lease for a further term of 10 years from the 12th day 1897.

12th March 1913. By Indenture so dated made between the said J. F. Tebbutt and Ernest Tebbutt of the one part and the Blainecough Colliery Co of the other part.  
Being a further Renewal of the said Lease at a varied rent for 14 years from 12th Novr 1912  
Executed and attested.

By Indenture (so dated) made between the Blainecough Colliery Co Ltd of the one part and Ernest Tebbutt of the other part.

The papers comprised in the said indentures of Lease are surrendered to the said Ernest Tebbutt.

Executed and attested.



1924

Supplemental

Abstract of the Title  
of

Ernest Tebbutt Esq<sup>re</sup>  
to certain Coal Mines at  
Coppull in the County of  
Lancaster

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Ray How  
St. Louis  
Hunts

MEMORANDUM By a Conveyance dated the 20th day of March 1973 and made between Roy Westbrook Saxe-Westfellow and Gerald Dewarist Saxe-Westfellow as the one part and William Saxe-Westfellow as the other part all that plot of land fronting to and on the southeasterly side of Saxe-Westfellow of the Theresboure and lying to the west of 453 Saxe-Westfellow and containing 120 square yards of the said southeasterly side of Saxe-Westfellow was conveyed into the said Gerald Saxe-Westfellow to the production of and in pursuance of a written agreement of the said Gerald Saxe-Westfellow and

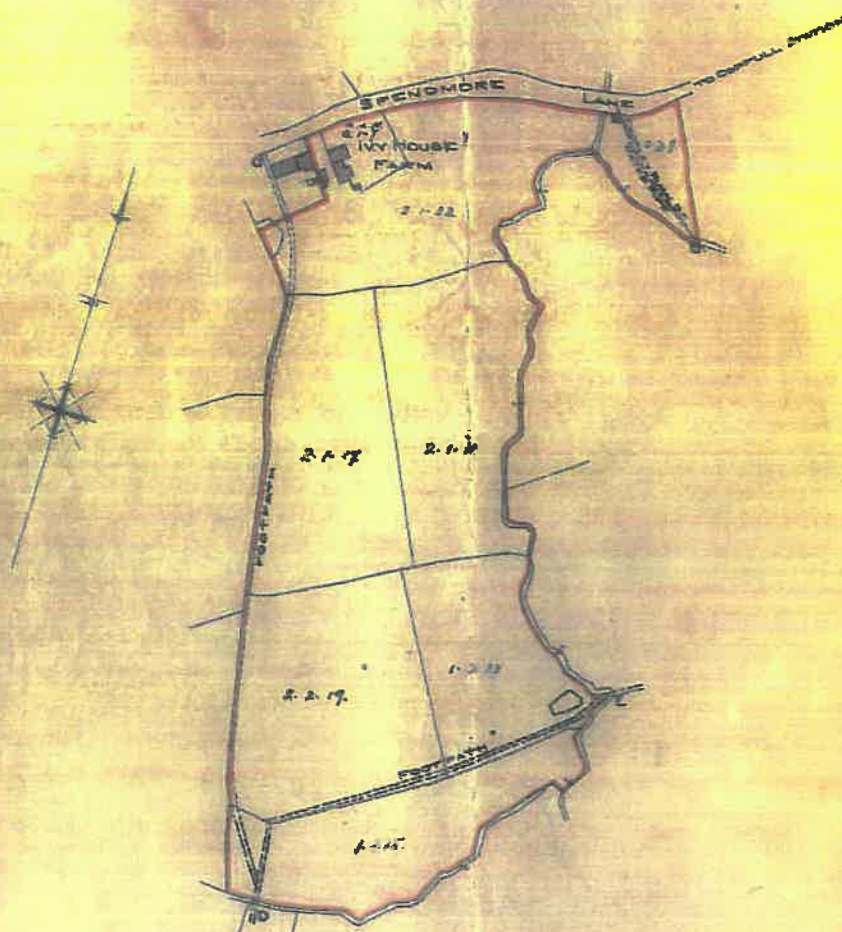
[illegible]

MEMORANDUM by a Conveyance dated the 4th day of April 1978 and made between Roy Eastwood, Stringfellow Cyril, Leeward Stringfellow and Leeward Stringfellow or the one part and John Woods and Diane Woods of the other part all that plot of land situated in Spadmoors Lane Coppull containing in the whole 455 square yards or thereabouts delineated by way of identification on the plan thereto annexed and therein surrounded by red lines together with the said detached messuage or dwellings erected thereon or on some part thereof and numbered 285 Spadmoors Lane Coppull aforesaid. And together with the outbuildings thereto belonging together with but except and reserved as therein mentioned was conveyed unto the said John Woods and Diane Woods in fee simple and reserved as therein mentioned was conveyed unto the said John Woods as to party walls and fences and other common easements contained in an agreement and declaration of the said John Woods and Diane Woods to the production of which an acknowledgement of the within written deed.

DEVELOPED BY a Conveyance dated the 28th day of August 1968 made between Roy Eastwood Strongfellow (with Edmund Strongfellow and Edward Strongfellow of the one part and John Strongfellow (with Together with the right of way appurtenant thereto as designated upon the plan annexed to the within deed the within deed



THE PLAN REFERRED TO.



SCALE 1/2500



Wigan 295



# This Indenture

made the  
twenty sixth  
day of November

one thousand nine hundred and twenty four ~~between~~  
Ernest Tebbutt of Haddenham in the Isle of Ely in  
the County of Cambridge Justice of the Peace of the first  
part Herbert Harrington Smith of Bridge House in  
Bicester in the County of Oxford Barrister at Law and  
Leonard Simmons Smith of the same address Solicitor  
at Law of the second part the said Ernest Tebbutt  
Miriam Turner of Springfield Hempstead Taffron  
Hadden in the County of Essex Married Woman and  
Margaret Tebbutt of Haddenham aforesaid Spinster  
of the third part Albina Tebbutt of Holmfield  
Bluntham in the County of Huntingdon Widow of the  
fourth part Albert Edmund Tebbutt of 60 Crawford  
Street Denmark Hill London Auctioneers Near Agent and  
Fercival William Tebbutt of 29 Clarendon Road in  
the Borough of Bedford Clerk Manager of the fifth part  
and William Stringfellow of Preston Road Coppull in  
the County of Lancashire Colliery Undermanager and  
James Stringfellow of Preston Road Coppull aforesaid  
Timber Merchant (hereinafter referred to as the Purchasers)  
of the sixth part ~~Whereas~~ the Reverend John  
Harrington of Astley in the County of Lancaster Clerk who  
at the date of his death hereinafter recited was seized  
in fee simple in possession of the hereditaments  
hereinafter described and intended to be hereby conveyed

Ernest  
Miriam

T



(hereinafter referred to as the said hereditaments) made his Will dated the tenth day of April one thousand eight hundred and thirteen whereby (after making a certain specific devise not affecting the said hereditaments) he gave and devised all his other messuages lands tenements and real estate unto Roger Longshaw and John Broadson their heirs and assigns upon trust to pay the rents and profits thereof to his daughter Elizabeth for her life as therein mentioned and from and immediately after her decease leaving any child or children upon further trusts to convey and assure all his said messuages lands tenements hereditaments and real estate unto and to the use of such one or more of her child or children and in such manner as his said daughter should by deed or Will appoint And the said Testator appointed his said daughter Elizabeth his daughter Mary and the said John Broadson executrices and executor of that his Will AND whereas the said John Tarington died shortly after making his said Will and the same was on the sixteenth day of September one thousand eight hundred and thirteen duly proved in the Consistory Court of Chester by the said John Broadson power being reserved to the said two executrices to prove AND whereas the said Roger Longshaw and the said Mary Tarington respectively died many years ago AND whereas in or about the year or one thousand eight hundred and seventeen the said Elizabeth Tarington intermarried with John Edmund Simmens and then was issue of such marriage four children and no more namely Elizabeth Simmens (who intermarried with one James Wright) Mary Simmens



Martha Simmons and John Harington Simmons And  
whereas by an indenture dated the thirteenth day of  
December one thousand eight hundred and forty eight  
and made between the said John Harington of the first  
part the said John Edmund Simmons and the said  
Elizabeth Simmons of the second part the said James  
Wright and the said Elizabeth Wright the said Mary  
Simmons the said Martha Simmons and the said John  
Harington Simmons of the third part and the said John  
Edmund Simmons of the fourth part the said John  
Harington with the consent of the said Elizabeth Simmons  
Elizabeth Wright Mary Simmons Martha Simmons and  
John Harington Simmons did thereby convey (inter alia)  
the said hereditaments unto and to the use of the said  
John Edmund Simmons his heirs and assigns for ever  
to hold the same upon the trusts contained in the said  
Will of the said John Harington And whereas the  
said Elizabeth Simmons by her Will dated the ninth  
day of September one thousand eight hundred and fifty  
in exercise of the power contained in the said Will of  
the said John Harington gave limited and appointed  
(inter alia) the said hereditaments unto the said John  
Edmund Simmons his heirs and assigns upon trust  
that he his heirs or assigns should immediately after  
her decease convey and assure one undivided fourth  
part thereof unto and to the use of her son the said  
John Harington Simmons his heirs and assigns absolutely  
and should hold one other undivided fourth part  
thereof upon certain trusts in favour of her said  
daughter Elizabeth and should hold one other



undivided fourth part thereof upon trust to pay the rents  
and annual income thereof to her said daughter Mary  
Simmons during her life and after her decease upon  
further trust to convey and assure the same unto and  
to the use of such child or children of the said Mary  
Simmons as she should by deed or Will appoint and in  
default of such appointment unto and equally between  
such child or children as should be living at her  
decease and if there should be no such child or children  
to the use of such person or persons as the said Mary  
Simmons should by deed or Will appoint and in default  
of such appointment then to the heirs executors &c &c  
administrators and assigns of the said Mary Simmons  
for ever and as to one other undivided fourth part  
thereof upon trust to pay the rents and annual income  
thereof to her daughter the said Martha Simmons  
during her life and after her decease upon further  
trust to convey and assure the same unto and to the  
use of such child or children of hers living at her  
decease as she the said Martha Simmons should by  
deed or Will appoint and in default of such appointment  
unto and equally between such child or children of the  
said Martha Simmons as should be living at her decease  
and if no such child or children upon the trusts herein  
mentioned And the said Testatrix appointed the said  
John Edmund Simmons and the said John Barrington  
Simmons Trustees and Executors of that her Will And  
whereas the said Elizabeth Simmons made a will  
dated the twentieth day of July one thousand eight  
hundred and fifty eight to her said Will whereby she



revoked her said Will so far as concerned the said <sup>10</sup> 10 10  
appointment of one undivided fourth part of the said  
hereditaments to her said daughter Elizabeth and her  
children and directed that her said Will should in all  
respects be read and construed as if she had appointed  
the said hereditaments to the said John Edmund Simmons  
upon trust as to one undivided third part thereof for the  
said John Thrington Simmons his heirs and assigns and  
as to one other undivided third part thereof in trust for  
the said Mary Simmons and her children as mentioned  
in the said Will and as to the other undivided third part  
thereof in trust for the said Martha Simmons and her  
children as mentioned in the said Will and in all other  
respects she confirmed her said Will And whereas  
the said Testatrix died on the twenty fourth day of  
January one thousand eight hundred and sixty seven  
and her said Will and Codicil were duly proved in the  
Principal Registry of the Court of Probate on the third  
day of July one thousand eight hundred and sixty seven  
by the said John Edmund Simmons alone forever being  
reserved of making the like grant to John Thrington  
Simmons And whereas the said Martha Simmons  
intermarried with William Tabbatt on the first day of  
September one thousand eight hundred and fifty two  
And whereas the said Mary Simmons died on  
the fifth day of May one thousand eight hundred and  
sixty eight and without ever having been married leaving  
her father the said John Edmund Simmons her heir  
at law her surviving And whereas the said John  
Edmund Simmons made his Will dated the twenty sixth



day of May one thousand eight hundred and sixty eight -  
whereof he appointed the said John Thurington Simmons and  
the said William Jebbitt to be Trustees and Executors and  
whereby after making a certain specific devise and bequest  
not affecting the said hereditaments he gave devised and  
bequeathed all the rest residue and remainder of his real  
and leasehold estates and also all his personal estate and  
effects unto his said Trustees upon trust after payment thereof  
of his debts funeral and testamentary expenses and legacies  
(all which have long since been paid and satisfied) to  
divide the residue between his said daughter Martha and  
his said son John Thurington Simmons in equal shares  
And whereas the said Testator died on the fifth  
day of September one thousand eight hundred and sixty  
eight and his said Will and a Codicil thereto not  
affecting these presents were proved in the Principal  
Registry of the Court of Probate by the said John Thurington  
Simmons and the said William Jebbitt on the nineteenth  
day of September one thousand eight hundred and sixty  
eight And whereas the said Martha Jebbitt  
died intestate as to real estate on the ninth day of  
October one thousand eight hundred and eighty eight  
leaving her said husband William Jebbitt and five  
children namely Edmund William Jebbitt her heir at  
law and the said Ernest Jebbitt the said Miriam Turner  
formerly Jebbitt the said Margaret Jebbitt and Mary  
Elizabeth Jebbitt her surviving And whereas the  
said William Jebbitt died on the thirteenth day of October  
one thousand eight hundred and ninety five And  
whereas the said Mary Elizabeth Jebbitt died on the



seventeenth day of June one thousand nine hundred and two without ever having been married leaving the said Edmund William Jebbitt her heir at law her surviving. And whereas by an Indenture dated the thirtieth day of November one thousand eight hundred and ninety six made between the said John Harrington Simmons of the one part and the said Edmund William Jebbitt and the said Ernest Jebbitt of the other part the said John Harrington Simmons appointed the said Edmund William Jebbitt and the said Ernest Jebbitt to be Trustees of the before recited Will of the said John Harrington and of the before recited Will and Codicil of the said Elizabeth Simmons in the place of him the said John Harrington Simmons. And the same Indenture contained a declaration by the said John Harrington Simmons that (inter alia) the said hereditaments should vest in the said Edmund William Jebbitt and the said Ernest Jebbitt for all such estate and interest as the said John Harrington Simmons had therein immediately before the execution of those presents upon the trusts and with and subject to the powers provisions and declarations subsisting therein or applicable thereof by virtue of the said Will of the said John Harrington and of the said Will and Codicil of the said Elizabeth Simmons. And whereas the said John Harrington Simmons made his Will dated the first day of October one thousand eight hundred and ninety seven whereby he appointed the said Edmund William Jebbitt Frederick Charles Smith and James Edmund Simmons Executors and Trustees and gave and devised all his real estate



unto and to the use of his Trustees upon certain trusts or  
during the lifetime of his wife Rhoda Anne Simmons and  
from and immediately after her death upon trust to sell or  
and dispose of the same and to hold the moneys arising  
from such sale upon the trusts therein mentioned **And**  
**whereas** the said John Harrington Simmons died on  
the twenty fifth day of February one thousand eight  
hundred and ninety eight and his said Will was proved  
in the Principal Probate Registry on the second day of  
May one thousand eight hundred and ninety eight by  
all those Executors **And whereas** the said James  
Edmund Simmons died on the first day of April one  
thousand nine hundred and eleven **And whereas**  
the said Edmund William Jebbutt died on the sixteenth  
day of July one thousand nine hundred and nineteen or  
inter alia leaving the said Albert Edmund Jebbutt his  
eldest son and heir at law him surviving **And**  
**whereas** Letters of Administration to the estate of the  
said Edmund William Jebbutt were granted to his  
Widow Albina Jebbutt out of the Principal Probate  
Registry on the twenty fourth day of October one  
thousand nine hundred and nineteen **And whereas**  
by a Deed of Family Arrangement dated the thirtieth  
day of March one thousand nine hundred and twenty  
and made between the said Albert Edmund Jebbutt  
of the first part the said Albina Jebbutt of the second  
part the said Albert Edmund Jebbutt Bernard Bailey  
Jebbutt Morial Collins Elsie Marion Peppercorn Personal  
William Jebbutt Cecil Robert Jebbutt and Frank Simmons  
Jebbutt of the third part the said Albert Edmund or



Jebbutt and the said Percival William Jebbutt of the <sup>20</sup>/<sub>4</sub> fourth part and George Dennis Day of the fifth part or All and singular the freehold lands and hereditaments whatsoever and wheresoever situate of which the said Edmund William Jebbutt died possessed or entitled to except certain hereditaments situate in the County of Cambridge) were conveyed unto the said George Dennis Day and his heirs to the use of the said Albert Edmund Jebbutt and Percival William Jebbutt and their heirs upon one trust for the said Albina Jebbutt during her life and after the death of the said Albina Jebbutt upon the trusts therein mentioned. And by the Indenture now in recital it was declared that the said Albert Edmund Jebbutt and Percival William Jebbutt should be Trustees of the now reciting presents for the purposes of the <sup>11</sup>/<sub>1</sub> Settled Land Acts And whereas the said Frederick Charles Smith the surviving Trustee of the Will of the said John Harrington Simmons deceased died at Leicester Aged aforesaid on the twenty third day of February one thousand nine hundred and twenty four intestate and on the sixth day of June one thousand nine hundred and twenty four Letters of Administration to his estate were granted to Elizabeth Anne Smith his lawful widow by the Oxford District Probate Registry And whereas the said Rhoda Anne Simmons died on the twenty third day of March one thousand nine hundred and twenty four And whereas by an Indenture dated the third day of July one thousand nine hundred and twenty four and made between the said Elizabeth Anne Smith of the one part and the said Herbert Harrington Smith and



Edward Simmons Smith of the other part the said  
Elizabeth Anne Smith in exercise of the power for that  
purpose conferred by statute and of all other powers and  
authorities her thereto enabling, appointed the said  
Herbert Tarington Smith and the said Edward Simmons  
Smith to be Trustees of the before recited Will of the said  
John Tarington Simmons deceased. And the said Indenture  
contained a declaration by the said Elizabeth Anne  
Smith vesting all the hereditaments then subject to the  
trusts of the said Will in the said Herbert Tarington  
Smith and Edward Simmons Smith as Trustees of the  
said Will and as joint tenants for the purposes and upon  
the trusts thereof. And whereas by the means aforesaid  
the parties hereto of the second third and fourth parts  
are now entitled to or have power to dispose of the said  
hereditaments and premises and the entirety thereof  
in the respective shares and manner following that  
is to say: One equal undivided moiety thereof is vested  
in the said Herbert Tarington Smith and Edward  
Simmons Smith as the present Trustees of the said Will  
of the said John Tarington Simmons upon trust for  
sale: each of them the said Ernest Jebbitt William  
Turner and Margaret Jebbitt is absolutely entitled to  
two equal undivided one thirtieth parts thereof in his  
or her own right And under or by virtue of the said  
Deed of Family Arrangement the remaining nine equal  
undivided one thirtieth parts thereof are settled upon  
trusts whereunder the said Albina Jebbitt is or  
has the powers of a tenant for life in possession &  
under the Settled Land Acts 1882 to 1890 And whereas



the said parties hereto of the second third and fourth parts by virtue of their respective powers estates and interests and as to the said Herbert Tarington Smith and Leonard Simmons Smith in execution of the trust for sale contained in the said Will of the said John Tarington Simmons and as to the said Eliza Tebbutt in exercise of the powers in that behalf conferred upon her by the Settled Land Acts 1882 & 1890 have agreed with the Purchasers for the sale to them of the said hereditaments and the fee simple in possession thereof free from incumbrances (but subject as hereinafter appears) at the price of Seven hundred Pounds and whereas the said Ernest Tebbutt as surviving Trustee of the Will of the said John Tarington and Eliza Simmons has agreed to join in their presents for the purpose of conveying the legal estate in the entirety of the said premises ~~Now~~ Witnesseth this Indenture that in pursuance of the said agreement and in consideration of the sum of Seven hundred Pounds now paid by the Purchasers as follows namely as to the sum of Three hundred and fifty Pounds being one equal moiety thereof to the said Herbert Tarington Smith and Leonard Simmons Smith as Trustees of the said Will of the said John Tarington Simmons deceased (the receipt whereof they hereby acknowledge) as to the sum of Forty six Pounds thirteen shillings and four pence (being two equal thirtieth parts thereof) to the said Ernest Tebbutt (the receipt whereof he hereby acknowledges) as to the like sum of Forty six Pounds thirteen shillings and four pence (being two other



equal thirtieth parts thereof) to the said Miriam Turner  
(the receipt whereof she hereby acknowledges) As to the  
like sum of Forty six Pounds sixteen shillings and  
four pence (being two other equal thirtieth parts thereof  
to the said Margaret Abbott (the receipt whereof she  
hereby acknowledges) And as to the sum of Two hundred  
and ten Pounds being the remaining nine equal thirtieth  
parts thereof by the direction (hereby testified) of the  
said Albina Abbott to the said Albert Edmund Abbott  
and Percival William Abbott as Trustees of the said  
Said of Family Arrangement for the purposes of the  
Settled Land Acts 1852 to 1890 (the receipt whereof they  
hereby acknowledge) the said Ernest Abbott as Trustee  
as to the entirety of the said hereditaments and premises  
and by the direction of the parties hereto of the second  
third and fourth parts hereby grants and conveys  
And the said Herbert Foxington Smith and Leonard  
Simmons Smith as Trustees as to one equal moiety of the  
said premises and in execution of the trust for sale  
contained in the said Will of the said John Foxington  
Simmons and of every other power enabling them in  
this behalf hereby grant and convey And each of  
them the said Ernest Abbott Miriam Turner and  
Margaret Abbott as beneficial owner as to the equal  
thirtieth parts thereof hereby grants and conveys  
And the said Albina Abbott as beneficial owner as to  
nine equal thirtieth parts thereof by virtue of the  
powers vested in her by the Settled Land Acts 1852 to 1890  
and of every or any other power enabling her in  
this behalf hereby grants and conveys And each



of them the said parties hereto of the second third  
and fourth parts as to all other (if any) the shares  
estates or interests of and in the said premises which  
they have respectively power to convey or dispose of  
hereby respectively grant and convey unto the  
Purchasers And that the messuage outbuildings  
lands and hereditaments known as Ivy House Farm  
containing fourteen acres and ten perches or thereabouts  
situate in the township of Lancaster and  
delimited and edged pink on the plan herunto  
annexed and thereon edged red together with all  
unworked mines (except the Yard Line) hereinafter  
mentioned) underlying the said Farm except and  
reserving to the parties hereto of the first five parts  
their heirs and assigns or other the owners thereof  
for the time being the seam known as the said Yard  
Line with all necessary or proper powers rights  
and easements for searching for winning working  
getting and carrying away the same by underground  
workings only and in so doing to let down the  
surface of the said land or any part thereof they or  
he making nevertheless from time to time to the  
Purchasers their heirs executors administrators or  
assigns reasonable and adequate compensation for  
all damage thereby done or occasioned to the said  
lands or to any buildings now standing thereon  
Provided that the mere lowering or letting down  
the surface of the said land or any part thereof  
shall not give rise to any right or claim to any such  
compensation To Have the premises subject as



aforesaid and subject also to the right of the Rural  
Sanitary Authority for the Chorky Union under an  
Indenture dated the sixteenth day of November one  
thousand eight hundred and eighty six made between  
the said William Jebbitt and John Tarington Simmons  
of the one part and the said Rural Sanitary Authority  
for the Chorky Union of the other part to maintain  
a line of pipes from the point marked A to the point  
marked B on the said plan hereto annexed with (inter  
alia) power of entry to inspect repair cleanse and  
renew the same And subject also to the public rights  
of footpaths as heretofore used from the point C to  
the point D and from the point D to the point E  
as marked on the said plan And to the  
use of the Purchasers in fee simple as tenants  
in common in equal shares And the said Ernest  
Jebbitt as to the hereinbefore recited Indentures of  
the thirteenth day of December one thousand eight  
hundred and forty eight and the thirtieth day of  
November one thousand eight hundred and ninety  
six And the said Robert Tarington Smith and  
Leonard Simmons Smith as to the hereinbefore recited  
Indenture of the third day of July one thousand nine  
hundred and twenty four And the said Albert  
Edmund Jebbitt and Percival William Jebbitt as to the  
hereinbefore recited Deed of Family Arrangement of  
the thirtieth day of March one thousand nine  
hundred and twenty possession of which respective  
documents is retained by them respectively hereby  
acknowledge the right of the Purchasers to production



Signed sealed and delivered

Ernest Eckhardt

Margaret Cebbett

Meriam Turner

St. Michael's College, Los Angeles, California

Meriam Turner

7

A H Smith

Butcher

Hillside Hemstead

Leonard J. Smith

Halter A. Bond

செவ்வாய்.

*Pine-Tree*

*Albina Lett.*

A. E. Tebbutt.

Roberts

60, Chicago St.

Diamond Hill. I.E.V. Widen

signed, signed and delivered by  
the said Phoebe Williams Abbott  
in the presence of

in the presence of  
A. Schinckel

卷之四



Signed Sealed and Delivered by  
the said Albina Tebbutt in  
the presence of

E. J. Butler

Walter is mean Day, Son

Solicitor

St. Geo. Hants

Memorandum that by a conveyance dated the 22<sup>nd</sup> day of  
December 1927 and made between the before named William &  
Elizabeth and James Stringfellow of the one part and James &  
Egerton William Hart Benjamin Morgan and John Bulchaw of  
the other part All that plot of land containing two rods and  
eight perches or thereabouts situate in Luffall in the County of St.  
Lancaster, and delineated and edged pink on the plan &c  
thereupon drawn (being part of the plot of land comprised in  
the before written conveyance) except, and reserved and subject  
as in the before written conveyance and as therein is mentioned  
was conveyed unto the said James Egerton William Hart &  
Benjamin Morgan and John Bulchaw in fee simple as joint  
tenants.

Dated this 23<sup>rd</sup> day of December 1927.

Wm. Worth & Wood

Solicitors, Wigan.

Memorandum that by the several conveyances the dates  
whereof are mentioned in the first column of the Schedule  
hereto and made between the parties mentioned in the  
second column thereof the properties (being respectively  
portions of the land comprised in the before written conveyance)  
were conveyed unto the persons mentioned in the fourth



MEMORANDUM

That by a Conveyance dated the 14th February 1990 and made between Cyril Dewhurst Stringfellow and John Stringfellow of the one part and Fred Rogerson of the other part. The said Cyril Dewhurst Stringfellow and John Stringfellow conveyed unto the said Fred Rogerson all that property known as 281 Spendmore Lane Coppull near Chorley for an estate in fee simple in possession subject to a lease dated the 15th March 1934 and made between William Stringfellow and James Stringfellow of the one part and Albert Thomas Wareing of the other part.

MEMORANDUM

By a conveyance dated the 14th February 1990 and made between Cyril Dewhurst Stringfellow and John Stringfellow ("The Vendors") (1) and Thomas Vincent Whitehead and Dorothy Esther Whitehead ("the Purchasers") (2). The Vendors conveyed unto the Purchasers all that Freehold property known as 287 Spendmore Lane Coppull near Chorley to hold unto the Purchasers as joint tenants in fee simple subject to a Lease dated the 24th November 1959 and made between Elizabeth Alice Stringfellow of the one part and Thomas Grimshaw and Nora Ellen Grimshaw of the other part.

MEMORANDUM

That by a Conveyance dated the 14th February 1990 and made between Cyril Dewhurst Stringfellow and John Stringfellow ("The Vendors") of the one part and Dennis Robert Grimshaw and Barbara Grimshaw ("The Purchasers") of the other part. The Vendors conveyed unto the Purchasers all that property known as 289 Spendmore Lane Coppull near Chorley to hold unto the Purchasers as joint tenants in fee simple subject to a Lease dated the 24th November 1959 and made between Elizabeth Alice Stringfellow of the one part and the Vendors of the other part.

MEMORANDUM by a Deed dated the 20th day of September 1988 and made between John Stringfellow, Harry Dickinson and Mavis Warburton ("the Executors") of the one part and Harry Dickinson ("the Purchaser") of the other part in pursuance of an option to purchase contained in the Will of the late Edward Stringfellow ("the Deceased") the Executors assigned to the Purchaser All that the Deceased's one sixth part or share in All those plots or parcels of land situate at and forming part of Ivy House Farm, Spendmore Lane, Coppull, Chorley, Lancashire containing in the whole 9 acres or thereabouts which lands were at the date thereof occupied and used by the Purchaser as the annual tenant thereof.



columns thereof in the sample.				
Date.	Parties.	Property.	Purchasers.	
1 <sup>st</sup> October 1791. M. B. 12	William Springfield and James Springfield (1) James Springfield and Sarah Springfield (2).	All that plot of land situate in Spendmore Lane higgall of record containing in the whole 400 superficial square yards or thereabouts.	James Springfield and Sarah Springfield.	
1 <sup>st</sup> October 1791.	William Springfield and James Springfield (1) Henry Springfield and Elizabeth Springfield (2)	All that plot of land situate in Spendmore Lane higgall of record containing in the whole 400 superficial square yards or thereabouts.	Henry Springfield and Elizabeth Springfield.	
4 <sup>th</sup> January 1790	2y Edward Springfield by Edward Springfield and Springfield (1) Handel Bramble James Wood William (2)	All that plot of land situate on the easterly side of Spendmore Lane higgall of record to the easterly side of 281 Spendmore Lane containing 4 of a statute acre or thereabouts	Handel Bramble and James Wood William	

Memorandum that by the several leases the dates whereof are registered  
in the first column of the schedule hereunder written and made between  
the parties mentioned in the second column hereof the properties described in  
the third column hereof (being respectively portions of the land comprised in  
the before written mortgages) were devised unto the persons mentioned in  
the fourth column hereof for the term of years mentioned in the fifth column  
hereof and at the yearly rents mentioned in the sixth column hereof:

Date.	Parties.	Property.	Leases.	Term.	Rent.
15 <sup>th</sup> March 1790	William Springfield and James Springfield (1) Edward Thomas Wright	A plot of land containing 700 square yards on Spendmore Lane higgall of record West higgall of record	Edward Thomas Wright	999 years from 15 <sup>th</sup> March 1790	£10. 0.
26 <sup>th</sup> November 1799	Elizabeth Albi Springfield (1) John Trinchard and Ellen Trinchard (2)	All that plot of land situate in Spendmore Lane higgall of record containing 400 square yards or thereabouts together with the small detached dwelling there erected known and numbered 287 Spendmore Lane higgall of record	John Trinchard and Ellen Trinchard	999 years from 15 <sup>th</sup> May 1799	£10. 0.
26 <sup>th</sup> November 1799	Elizabeth Albi Springfield (1) James Robert Trinchard and Barker Trinchard (2)	All that plot of land situate in Spendmore Lane higgall of record containing 421 square yards or thereabouts together with the small detached dwelling there erected known and numbered 289 Spendmore Lane higgall of record	James Robert Trinchard and Barker Trinchard	999 years from 12 <sup>th</sup> May 1799	£10. 0.



MEMORANDUM By a Conveyance dated 25th August 1927 and made between Roy Eastwood Stringfellow Cyril Dewhurst Stringfellow and Edward Stringfellow of the one part and John Stringfellow and Phyllis Stringfellow of the other part All that plot of land on the south easterly side of Spendmore Lane Coppull Chorley in the County of Lancashire bounded on the northerly side by a plot of land coloured brown on the plan annexed thereto and delineated by way of identification and not of limitation on enlargement on the right of drainage at other rights and accretions therein mentioned but Except and Reserved as therein mentioned were conveyed unto the said John Stringfellow and Phyllis Stringfellow in fee simple subject to the rights of the public in respect of a footpath shown on the said plan and read therein mentioned and as to leasing and an agreement and declaration as to rights of drainage and the said Conveyance also contained an express declaration of the right of the said John Stringfellow and Phyllis Stringfellow to the production of and to delivery of copies of (inter alia) the within written document.

Dated 26th August 1927

Ernest Jellett Esq. and others  
to

Messrs William and James Stringfellow

CONVEYANCE  
By which the said Roy Eastwood Stringfellow Cyril Dewhurst Stringfellow and Edward Stringfellow of the one part and John Stringfellow and Phyllis Stringfellow of the other part have conveyed unto the said John Stringfellow and Phyllis Stringfellow in fee simple subject to the rights of the public in respect of a footpath shown on the said plan and read therein mentioned and as to leasing and an agreement and declaration as to rights of drainage and the said Conveyance also contained an express declaration of the right of the said John Stringfellow and Phyllis Stringfellow to the production of and to delivery of copies of (inter alia) the within written document.

Unsworth & Wood,  
Wigan

IN WITNESS whereof the Council and the Owners have executed this Agreement as a Deed the date and year first before written.

THE COMMON SEAL OF )

CHORLEY BOROUGH COUNCIL )

by affixing its common seal in the )

presence of: )



21532

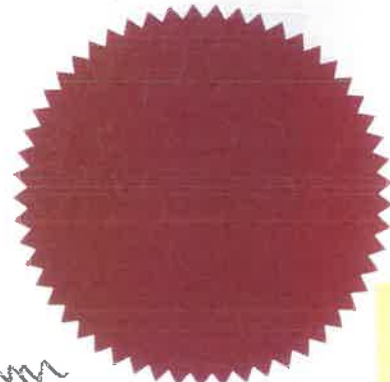
Authorised Signatory ..... *CA* .....

THE COMMON SEAL OF )

LANCASHIRE COUNCIL )

by affixing its common seal in the )

presence of: )



*John*  
Authorised Signatory

30285

Authorised Signatory .....

SIGNED as a DEED by JOHN ANTHONY CLAYTON in the presence of:

Witness Signature: *Mumtaz*


Witness Name: *DEBORAH WRIGHT*

Witness Address: *906 C/LAS FILIPINAS*

Witness Occupation: *COMPANY DIRECTOR*

*SAN MIGUEL 03193*

**SIGNED as a DEED by JUDITH GREEN**  
in the presence of:

  
.....

Witness Signature: L Cavanagh

Witness Name: LINDSAY CAVANAGH

Witness Address: WALTON BARN

19DA LONGMEANY GATE PR26 7TB

Witness Occupation: DIRECTOR

**SIGNED as a DEED by ANDREW HARGREAVES**  
in the presence of:

  
.....

Witness Signature: S.E Valentine

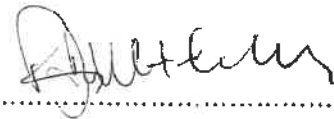
Witness Name: Stephen Valentine

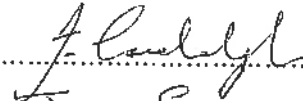
Witness Address: 4 harpers Lane

chorley

Witness Occupation: builder

**SIGNED as a DEED by ROBERT IAN MCCARTHY**  
in the presence of:



Witness Signature: 


Witness Name: JOAN GREENHALGH

Witness Address: WINDMILL BARN, WINDMILL LANE

BRINDLE, P16 8PC

Witness Occupation: CONTRACTS DIRECTOR

**SIGNED as a DEED by MARTIN BEATTIE**  
in the presence of:



Witness Signature: 

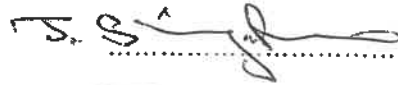
Witness Name: DAVID CLARKE

Witness Address: ROCKY BANK, BRANDRETH PK.

PARBOLD, WIGAN, WN8 7AG

Witness Occupation: GOLF PROFESSIONAL

**SIGNED as a DEED by THE STRINGFELLOW  
FAMILY TRUST**  
in the presence of:



Witness Signature:



Witness Name:

KEVILLS SOLICITORS  
ASTLEY HOUSE

Witness Address:

5 PARK ROAD  
CHORLEY

Witness Occupation:

LANCASHIRE PR7 1QS

SOLICITOR