

Appeal on Land at Chapel Lane, Widnes

Planning Statement of Common Ground

Application no. 23/01037/OUT

Taylor Wimpey UK Limited

21 July 2026

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1.0 Introduction

1.1 This Statement of Common Ground [SoCG] has been prepared in accordance with the Town and Country Planning (Development Management Procedure) (England) Order 2015 and guidance set out in PINS (08/2016) Procedural Guide: Planning Appeals – England. This SoCG should be read in conjunction with the Transport Statement of Common Ground [TSOCG] which has been prepared separately.

1.2 It relates to a cross-boundary application for the following proposed development:

Outline planning application (with all matters reserved other than access reserved) (to be determined by Halton Borough Council only) for the development of up to 350 dwellings, public open space, landscaping and associated infrastructure works. Full details for site access arrangements via a new junction on Chapel Lane (to be determined by Knowsley Borough Council only) and emergency access via Sandy Lane (to be determined by Halton Borough Council).

1.3 Two applications were submitted simultaneously for the proposed development at Chapel Lane due to the cross-boundary nature of the proposed development. It was agreed at the outset that Knowsley Council would determine the proposed access arrangements on Chapel Lane (which comprise a new all modes junction and a separate walking, wheeling, cycling and emergency access) whilst all other aspects of the proposed development would be determined by Halton Borough Council.

1.4 The Halton application (Ref: 23/00244/OUT) was reported to Planning Committee on 1st September 2025 and unanimously approved, subject to completion of a s.106 agreement. A draft legal agreement is being finalised with Halton Borough Council and a decision notice will be issued imminently.

1.5 The planning application submitted to Knowsley Council was given the reference 23/01037/OUT.

1.6 The planning application was presented to Knowsley's Planning Committee on 9th October 2025, following which it was deferred to 6th November 2025. On both occasions, planning officers recommended the grant of permission. Notwithstanding the Officer recommendation for approval, planning permission was refused for the following reason:

'The proposed development would have an unacceptable impact on highway safety contrary to Policies CS2, CS7 and CS19 in the Core Strategy and the National Planning Policy Framework.'

1.7 Article 35 of the Town and Country Planning (Development Management Procedure) (England)(Order) 2015 provides that when a local planning authority gives notice of a decision on a planning application, it must clearly and precisely state the full reasons for the refusal, specifying all policies and proposals in the development plan which are relevant to the decision. It is agreed that the only development plan policies specified in the decision notice are policies CS2, CS7 and CS19 of the Knowsley Core Strategy.

Scope of the Document

- 1.8 This Statement has been prepared on behalf of the Appellant, Taylor Wimpey UK Limited and has been agreed with Planning Officers at Knowsley Council. The purpose of the Statement is to set out agreed key factual background information to assist with the appeal and to avoid duplication.
- 1.9 A draft of this document had been prepared by the Appellant, based on analysis of the Committee Report and the consultation undertaken in relation to the appeal proposal contained therein and was submitted to the Local Planning Authority prior to the appeal being lodged.

2.0 Site and Surroundings

- 2.1 This section sets out the agreed factual information regarding the appeal site, the wider development site and its surroundings.
- 2.2 The appeal site is located to the north-west of the Widnes urban area, predominantly within the Borough of Halton and on the boundary with Knowsley Council. The appeal is made with reference to the access on to Chapel Lane only, as the application relating to land in Halton has been recommended for approval. However, for the purposes of providing context to the appeal site, the development site as a whole (covering Halton and Knowsley's jurisdiction) is described below [the wider site].
- 2.3 The majority of the wider site (where the residential development is proposed) is located within the jurisdiction of Halton Borough Council. Only the main access and emergency access onto Chapel Lane is located in Knowsley (0.21ha or 1.4% (based on a total site area of 14.92ha) of the site is located within Knowsley's jurisdiction). Due to the application site including land in both Council areas, a duplicate application was submitted to both Councils for outline permission with all matters reserved aside from access. It was agreed that Knowsley would only consider the access arrangements onto Chapel Lane with Halton considering all other matters.
- 2.4 The wider site has few notable features and comprises approximately 14 hectares (ha) of agricultural land in low intensity uses such as grazing and pasture. The wider site is not located within a Conservation Area and there are no listed buildings or scheduled ancient monuments within the wider site. The Grade II Listed 'Redmyre' [List Entry Number: 1261887] lies to the west of Chapel Lane to the south of the proposed primary access point.
- 2.5 The wider site is bound to the:
- 1 North by Alder Brook which is marked by mature trees and a hedgerow. There is open countryside beyond the brook. Alder Brook forms part of the boundary between Knowsley and Halton's respective administrative area;
 - 2 East by an area of young self-seeded woodland situated adjacent to Queensbury Way;
 - 3 South by the curtilage of residential properties along Old Upton Lane; and,
 - 4 West by Chapel Lane and a group of modern and traditional farm buildings fronting onto Chapel Lane (Rose Farm).
- 2.6 The wider site is bisected by Sandy Lane from north to south, an adopted country lane which is now closed to vehicular traffic and is used as an amenity foot/cycle path. Sandy Lane is currently subject to a Traffic Regulation Order (TRO) that restricts any vehicles travelling along or across the carriageway with the exception of emergency vehicles and therefore is promoted as a traffic-free active travel link by both Knowsley and Halton as the route also straddles the boundary between the two administrative areas.
- 2.7 A Public Right of Way [PRoW] (W/16) runs east to west through the wider site, to the west of Sandy Lane, providing a connection to Chapel Lane. A further PRoW (W/12) to the north east of the wider site adjacent to the site boundary provides walking and cycling connections from the site to Queensbury Way. A ditch lined with intermittent trees and hedgerows runs alongside the path. There are also three ponds within the wider site.

- 2.8 The wider site is located within Flood Zone 1 and has a less than 1 in 1,000 annual probability of flooding. The wider site is not located within an AQMA.
- 2.9 The surrounding environs and wider landscape are protected by a number of Local Wildlife Sites, one of which (Alder Brook) partly lies along the northern boundary of the wider site. There are no landscape designations within proximity to the wider site.

Residential Development Allocation

- 2.10 The Halton Delivery and Allocations Local Plan [DALP] was adopted in 2022 and identified a number of sites to be released from the Green Belt to meet the identified housing requirement of the Plan. Those included sites W4 and W5 which were allocated for the collective delivery of up to 432 dwellings under Policy RD1 of the DALP. The wider application site forms the majority of those allocations and is allocated for residential development to meet Halton's housing needs.

3.0 Appeal Proposal and Planning History

- 3.1 This section sets out the agreed factual information regarding the appeal proposal, including the planning history for the site.

Pre-Application Consultation

- 3.2 A pre-application meeting between the Appellant's appointed highways consultant (SLR) and Halton Council's Highways Officers was held on 1st July 2022. A further pre-application meeting was held with Knowsley Council (Highways and Planning) on Friday 4th November 2022.

Planning History

- 3.3 There have been a number of historic applications on the wider site between March 1993 and October 2000. However, they are not relevant to the proposed development. Of material relevance to the appeal is the outline planning application in Halton Council's administrative area which has a resolution to approve and a S.106 being agreed. The full planning history is provided at Table 3.1 below.

Table 3.1 Planning History

Application ref.	Description of Development	Decision
00/00504/OUT	Proposed erection of replacement dwellinghouse at Site of Former Cottage Farm 161 Upton Lane Widnes Cheshire	Approved 09 October 2000
00/00730/OUT	Outline application for one detached dwelling at Land Adjacent To 161 Upton Lane Widnes Cheshire	Approved 23 January 2001
09/00068/AGR	Prior notification of agricultural development consisting of erection of agricultural storage building at Rose Farm 28 Chapel Lane Widnes Cheshire WA8 4NX	Decision issued 16 March 2009
99/00319/FU	Proposed construction of Upton Rocks Distributor Road and associated works on Land Between Queensbury Way and Cronton Lane Widnes Cheshire	Approved 14 September 1999
93/00111/AGR	Prior notification of agricultural development consisting of the construction of a barn at Rose Farm 28 Chapel Lane Widnes Cheshire WA8 9NX	Decision Issued 05 March 1993
23/00244/OUT	Outline planning application (with all matters other than access reserved) for the	01/09/2025 Resolution to grant subject to S.106 Agreement

Application ref.	Description of Development	Decision
	development of up to 350 dwellings, public open space, landscaping and associated infrastructure works. Full details for site access arrangements via a new junction onto Chapel Lane following the demolition of Rose Farm bungalow and new emergency access on Chapel Lane (to be determined by Knowsley Borough Council only) and a secondary emergency access via Sandy Lane (to be determined by Halton Borough Council). All other matters are to be determined by Halton Borough Council only at Land At Chapel Lane Widnes Cheshire	

Source: Halton Borough Council

Determination of Application Ref 23/00244/OUT

- 3.4 Planning Application ref. 23/00244/OUT was reported to Halton Borough Council's Planning Committee with an Officer's recommendation for approval and Halton's Planning Committee resolved to grant planning permission subject to conditions and the signing of a S106 agreement.
- 3.5 The Decision Notice is expected to be issued imminently.

Determination of Application Ref 23/01037/OUT

- 3.6 Planning application ref. 23/01037/OUT was first reported to Knowsley's Planning Committee on 9th October 2025 with an Officer's recommendation for approval. The application was deferred by Planning Committee to arrange a site visit ahead of an alternative Committee Date.
- 3.7 A site visit was undertaken by Members of the Planning Committee on the 5th November 2025, prior to the next available Planning Committee on the 6th November 2025.
- 3.8 Planning application ref. 23/01037/OUT was refused by Members at the Planning Committee on the 6th November 2025.

Reason for Refusal

- 3.9 The reason for refusal of the planning application given by the Local Authority was as follows:

‘The proposed development would have an unacceptable impact on highway safety contrary to Policies CS2, CS7 and CS19 in the Core Strategy and the National Planning Policy Framework.’

4.0 **Planning Policy**

- 4.1 This section sets out an agreed position on the planning policy basis upon which the appeal proposals should be considered.

The Development Plan

- 4.2 The adopted Development Plan for Knowsley comprises:

- Knowsley Local Plan Core Strategy (2016) (CD 13)
- Saved policies from the Knowsley Unitary Development Plan (2009) (CD 14)
- Merseyside and Halton Joint Waste Local Plan (2013) (CD 15)

- 4.3 It is agreed between Knowsley Council and the Appellant that the following development plan policies are of relevance to the development proposals:

4.4 Core Strategy

- Policy SD1: Sustainable Development
- Policy CS2: Development Principles
- Policy CS7: Transport Networks
- Policy CS8: Green Infrastructure
- Policy CS19: Design Quality and Accessibility in New Development
- Policy CS20: Managing the Borough's Historic Environment
- Policy CS21: Greenspace and Trees
- Policy CS27: Planning and Paying for New Infrastructure

4.5 Unitary Development Plan

- Policy T5: Location of Major Traffic Generating New Development
- Policy T7: New Development and Walking and Cycling Routes
- Policy T8: Transport Assessments
- Policy T9: Travel Plans
- Policy DQ4: Trees and Development

- 4.6 The Appellant and Knowsley Council agree that the following elements of the Core Strategy policies cited by the Council as a reason for refusal are relevant to the appeal as follows:

Core Strategy Policy CS2 (Development Principles)

- 4.7 It is agreed that the following part of Policy CS2 (Principle 3, part c) is relevant to the appeal, in light of Knowsley Council's refusal on highway safety grounds.

- 4.8 Principle 3 seeks to reduce the need to travel and increase accessibility, part c states this will be sought by:

‘c Encouraging safe and sustainable access for all, particularly by promoting the use of public transport, walking and cycling between homes and employment.’

- 4.9 It is agreed that other parts of Policy CS2 may be of relevance to the development proposals but are not relevant to Knowsley Council’s reason for refusal.

Core Strategy Policy CS7 (Transport Networks)

- 4.10 Part 1 states that planning powers and other interventions will be used to support a sustainable and integrated transport system that (d) will enhance road safety and (f) improve the health and well-being of local people.
- 4.11 Part (2) of policy CS7 relates to the location, design and management of new development. Part (2) of Policy CS7 does not contain any policy requirements or criteria relevant to highway safety.
- 4.12 It is agreed that other parts of Policy CS7 may be of relevance to the development proposals but none are relevant to Knowsley Council’s reason for refusal.

Core Strategy Policy CS19 (Design Quality and Accessibility)

- 4.13 It is agreed that the following part of Policy CS19 (Part 1 (e)) is relevant to the appeal, in light of Knowsley Council’s reason for refusal on highway safety grounds.
- 4.14 Part 1 (e)) states that to enhance the local distinctiveness, identity and accessibility of places, new development within Knowsley will be expected to:
- ‘e) Provide safe, secure and convenient routes for movement (including signage), with priority for walking, cycling and public transport, to meet the access needs of all users, particularly pedestrians, cyclists, less mobile people and the elderly’.*
- 4.15 It is agreed that other parts of Policy CS19 may be of relevance to the development proposals but are not relevant to Knowsley Council’s reason for refusal.

Material Considerations

Halton Delivery and Allocations Local Plan

- 4.16 Knowsley Council and the Appellant agree that in light of the cross-boundary nature of the development site, Policy RD1 of the Halton Delivery and Allocations Local Plan [DALP] is a material consideration in the determination of this appeal. DALP Policy RD1 states that the residential allocations as identified on Halton’s Policies Map will assist in the delivery of the requirements set out in DALP Policy CS(R)3 for the development of at least 8,050 (net) additional dwellings during the plan period (2014 – 2037).

National Planning Policy Framework

- 4.17 The National Planning Policy Framework (NPPF) (December 2024, updated February 2025) is a material consideration for planning applications and is therefore relevant to the determination of the appeal.
- 4.18 It is agreed between the Appellant and Knowsley Council that the following paragraphs of the NPPF are relevant to Knowsley Council’s reason for refusal:

- 4.19 Promoting Sustainable Transport (Chapter 9.0) states at Paragraph 109 (e) that transport issues should be considered from the earliest stages of plan making and development proposals, using a vision led approach to identify transport solutions that deliver well-designed, sustainable and popular places. This should involve:
- ‘e) identifying and pursuing opportunities to promote walking, cycling and public transport use’
- 4.20 Promoting Sustainable Transport (Chapter 9.0) states at Paragraph 115 (parts b and d) that in assessing sites that may be allocated for development in plans, or specific applications for development it should be ensured that:
- ‘b) safe and suitable access to the site can be achieved for all users’*
- ‘d) any significant impacts from the development on the transport network (in terms of capacity and congestion), or on highway safety, can be cost effectively mitigated to an acceptable degree through a vision-led approach.’*
- 4.21 Paragraph 116 states that:
- ‘Development should only be prevented or refused on highways grounds if there would be an unacceptable impact on highway safety, or the residual cumulative impacts on the road network, following mitigation, would be severe, taking into account all reasonable future scenarios.’*
- 4.22 Insofar as relevant to the Council’s reason for refusal, Paragraph 117 states that applications for development should:
- a *create places that are safe, secure and attractive – which minimise the scope for conflicts between pedestrians, cyclists and vehicles, avoid unnecessary street clutter, and respond to local character and design standards;*
 - b *address the needs of people with disabilities and reduced mobility in relation to all modes of transport*
- 4.23 Other sections and paragraphs of the NPPF are relevant to the development proposals but not to the Council’s reason for refusal.
- 4.24 As referred to in the Statement of Case, given the early stages of the revised NPPF, it is agreed between the Appellant and Knowsley Council that the revised NPPF is not a material consideration for the appeal at this stage.

Supplementary Planning Documents

- 4.25 Knowsley Council and the Appellant agree that the following Supplementary Planning Documents published by the Council are relevant to the development proposals:
- Ensuring a Choice of Travel SPD
 - Design Quality in New Development SPD
 - Trees and Development SPD
 - Developer Contributions SPD

- 4.26 The Council's decision notice does not allege conflict with any of the relevant SPDs. It is agreed between the parties that the appeal proposal is not in conflict with relevant guidance in the SPDs.

5.0 **Planning Considerations**

- 5.1 This section sets out the agreed position in relation to key planning considerations associated with the appeal proposals.

Principle of Development

- 5.2 The element of the proposed development within Knowsley's jurisdiction is an all-modes access and 'walking, wheeling, cycling and emergency' access to the proposed development on to Chapel Lane. It is agreed between the Appellant and Knowsley Council that Policy RD1 of the Halton DALP is a material consideration for the appeal.
- 5.3 Policy RD1 identifies two parcels of land in which the wider development site sits which are allocated for residential development, site refs. W4 and W5. These allocations secure the principle of development for residential uses at the wider development site.
- 5.4 Halton Council resolved to grant planning permission for the residential development subject to conditions and the applicant entering into a S106 agreement (ref. 23/00244/OUT) and it is agreed that this is a material consideration of significant weight in line with paragraph 9.6 of CD 2.

Transport

- 5.5 **Appendix 1** provides a separate Transport Statement of Common Ground prepared by SLR and agreed between Knowsley Council, Halton Borough Council and the Appellant.

Heritage

- 5.6 The Grade II Listed Building 'Redmyre' [List Entry Number: 1261887] lies to the west of the wider development site and Chapel Lane. The primary access point to the site on Chapel Lane lies to the north of the listed building.
- 5.7 It is agreed between Knowsley Council and the Appellant that Redmyre did not have a functional or historical relationship with the development site (Paragraph 9.50 of CD 2). It is agreed that any harm to the listed building is on the lower end of less than substantial (Paragraph 9.54 of CD 2).
- 5.8 It is agreed that while the scheme may result in less than substantial harm to the asset's significance, this is decisively outweighed by the public benefits, most notably, facilitating the development of a site specifically allocated for housing in the Halton DALP. It is agreed that the proposal delivers a clear planning gain that justifies the low level, less than substantial harm (Paragraph 9.55 of CD 2).

Ecology and Arboriculture

- 5.9 As stated at Paragraph 9.66 of CD 2 it is agreed that the trees and hedges within the wider development site lie within Halton's jurisdiction rather than Knowsley's so ecology and arboriculture are not matters which are relevant to the appeal.

Residential Amenity

- 5.10 It is agreed between the Appellant and Knowsley Council that noise during the construction process can be appropriately mitigated by planning condition in line with paragraph 9.58 of CD 2 and that the proposed development will not give rise to any unacceptable impacts on residential amenity.

6.0 Agreed Planning Conditions

6.1 The following planning conditions have been proposed by the Council and were sent to Taylor Wimpey ahead of the planning committee on 7th October 2025 (CD 21). The wording of the majority of the proposed conditions are accepted without change but with the exception of Condition 7 and 9. The Appellant and the Council agree that the minor amendments proposed by the Appellant to condition 7 and 9 is acceptable. Taylor Wimpey disagrees that offsite highway works (Condition 8, 10 and 11) should be secured by Condition, instead they consider they should be secured by a Legal Obligation. Further detail is provided at Section 7.0.

1 Time limit

The development must be begun not later than the expiration of three years beginning with the date of this permission.

Reason: In order to comply with the requirements of Section 91 of the Town and Country Planning Act 1990 (as amended).

2 Approved plan

The development hereby permitted shall be carried out in accordance with the approved plans and documents listed in Schedule 1.

Reason: For the avoidance of doubt.

3 Ground levels

Prior to the construction of the vehicular access via Chapel Lane, existing and proposed ground levels in and around the main vehicular access on Chapel Lane shall be submitted to and approved in writing by the council as local planning authority. The development shall thereafter be implemented in accordance with the approved details.

Reason: To ensure the satisfactory development of the site [and in the interests of protecting the amenity of neighbouring occupiers] and to comply with Policy DQ1 of the Knowsley Replacement Unitary Development Plan, adopted June 2006.

4 Construction Environmental Management Plan

No part of the development hereby permitted, including any works of demolition, shall be commenced until a Construction Management Plan that details the means of mitigation of construction effects has been submitted and approved in writing by the Local Planning Authority. This shall include the following, but not be limited to the following:

a) Methods for the mitigation of noise and vibration from building works, including any piling works, and also from the operation of any temporary power generation or pumping plant which will operate overnight.

b) Methods for dust control and suppression.

c) Control of transfer of mud out of the site - details of wheel washing facilities including location and type.

d) Methods for the control of pests if apparent on-site.

- e) The areas for the storage of plant and materials.
- f) A programme of works, including phasing
- g) Location of site compound, including any loading/unloading areas, turning areas for delivery vehicles and construction staff parking arrangements.
- h) Scheme for recycling/disposal of waste resulting from demolition and construction works
- i) Adequate provision for addressing any abnormal wear and tear to the highway.
- j) Proposed hours of construction (the following is usually acceptable: 0800 to 1800 Monday to Friday, 0800 to 1300 Saturday and not at all on Sundays/Public Holidays).
- k) Management of deliveries including prevention of waiting/layover of construction related traffic on the highway; measures for the control of traffic to and from the site and the consideration of any temporary traffic management arrangements which may be necessary during the construction period. Note reversing on the highway is not permitted without a Banksman.
- l) Identification of permanent on-site contact and/or traffic manager as main point of enquiries or issues arising from construction activities.
- m) Details of the parking for site operatives and visitors;

All site works shall then proceed only in accordance with the approved management plan.

Reason: To ensure the satisfactory development of the site and in the interests of protecting the amenity of neighbouring occupiers and to comply with the National Planning Policy Framework; Policies CS2 and CS19 of the Knowsley Local Plan Core Strategy adopted January 2016; Policy WM9 of the Merseyside and Halton Joint Waste Local Plan 2013 and saved Policies H5 and ENV2 of the Knowsley Replacement Unitary Development Plan adopted June 2006.

5 Visibility splay

The main vehicular access shall not be brought into use, even for construction traffic, until the land between the existing highway boundary and the visibility splays of 2.4 metres by 52 metres to the north and 2.4 metres by 54m to the south has been cleared of all obstructions exceeding 600mm in height. The land shall be so maintained thereafter in accordance with the approved details.

Reason: To ensure the provision of safe and adequate means of access to the development in the interests of highway safety and amenity and to comply with Policy CS19 (Sustainable and High-Quality Development) of the Core Strategy, (adopted January 2016).

6 Development access road - Base layer course

No development shall commence until the principal vehicular access road from Chapel Lane has been constructed to at least base course level and made fully available for use by construction traffic. The access shall be designed and implemented in accordance with the principles set out in the approved drawings and shall remain available for use throughout the construction phase.

Upon completion and occupation of the of the 295th dwelling, the main access road from Chapel Lane is completed to final wearing course level, including all associated footways, drainage, street lighting and other relevant highway infrastructure, in accordance with the approved details.

Reason: To ensure the provision of safe and adequate means of access to the development in the interests of highway safety and amenity and to comply with Policy CS19 (Sustainable and High-Quality Development) of the Core Strategy, (adopted January 2016).

7 Emergency access details

Prior to the occupation of any dwelling **and in general accordance with Drawing 216175_PD100 Revision B**, full design details of the emergency access onto Chapel Lane shall be submitted to and approved in writing by the local planning authority. These shall include (but not be limited to):

Access geometry and surfacing materials;

Visibility splays, including forward visibility;

Bollard control mechanism (including location, type and emergency override system);

Extension of the footway from Chapel Lane into the site;

Swept path analysis for emergency vehicles.

Prior to the occupation of the 50th dwelling, the emergency access shall be constructed in full in accordance with the approved details and retained thereafter for emergency, pedestrian and cycle use only.

Reason: To ensure the emergency access is designed and delivered to a safe and functional standard, without compromising pedestrian or vehicular safety, in accordance with Policy CS19 (Sustainable and High-Quality Development) of the Knowsley Local Plan: Core Strategy (adopted January 2016).

8 Surfacing of Chapel Lane

Prior to the implementation of the principal vehicular access, a condition survey of the existing carriageway surfacing on Chapel Lane between Cronton Road and the borough boundary shall be submitted to the local planning authority. The assessment may include a visual inspection and/or reference to existing condition data, such as GAIST survey results or other asset condition records held by the highway authority at the time of implementation of the development. Where surfacing is deemed by the local highway authority to be required to support the delivery, longevity, or safety of the proposed development, a scheme of works for the resurfacing shall be submitted to the Local Planning Authority for approval and once approved carried out and completed prior to first occupation of the development or in accordance with a delivery programme agreed in writing by the Local Planning Authority.

Reason: To ensure the traffic calming scheme is supported by an adequate carriageway surface in the interests of highway safety, scheme longevity, and effective delivery.

7.0 Areas Not Agreed

- 7.1 Taylor Wimpey is willing to provide traffic calming along Chapel Lane and other off-site highway improvement measures. Knowsley Council's intention is that this would be controlled via a Condition (Condition 8, 10 and 11 of CD 21) and delivered by Taylor Wimpey via the appropriate legislative process. However, Taylor Wimpey does not agree that these measures should be secured via a condition.
- 7.2 Taylor Wimpey considers that these off-site highway improvement measures should be secured by a legal agreement with Knowsley Council, similar to the approach being taken by Halton. The legal agreement would ensure that Taylor Wimpey provides a financial contribution to facilitate the delivery of the proposed traffic calming on Chapel Lane and other off-site highway improvement measures.
- 7.3 Taylor Wimpey has reservations with the works being secured by Condition given the level of public interest in the development proposals to date. As the works would be subject to a consultation exercise prior to the S278 process, there is a possibility that the proposed works would not be agreed and progressed which would result in Condition 8, 10 and 11 not being discharged and precluding the development from coming forward. To ensure that the off-site highway works can be delivered by Knowsley Council to their satisfaction, it is considered that securing the works by a financial contribution set out in a legal agreement between both parties enables much greater certainty on their delivery.
- 7.4 Taylor Wimpey has provided a draft Unilateral Undertaking (**Appendix 1**) setting out the proposed financial contribution for the delivery of the off-site highway works for the Inspector's consideration.
- 7.5 If the Inspector disagrees with Knowsley Council's decision to refuse the application, and that it should be granted subject to conditions or a legal agreement, Knowsley Council's position is that a detailed traffic calming scheme for Chapel Lane has not been prepared or agreed with the Council. The detail of a scheme would follow a separate process and would be subject to consultation. On this basis it is not possible to cost the works that would be required to deliver that traffic calming scheme and the cost of the scheme may exceed the sums proposed by the appellant. The appellant has not discussed the cost of any such scheme with the Council.

It would not be reasonable to expect the tax payer to fund the works that are required to deliver a development for a private company. In addition, even if the monies were index linked there is no certainty that they would cover the cost of the works. The Council acknowledges that the works will be subject to a separate S278 process but it is highly unlikely that a form of traffic calming would not be agreed given that the aim of the scheme would be to reduce traffic speeds and to improve highway safety. There is no reason why the off site works to Sandy Lane and Hall Lane/Chapel Lane can not be secured by planning condition as they would not require any separate consultation exercise to be undertaken. NPPF states that planning obligations should only be used where it is not possible to address unacceptable impacts through a planning condition. It would be inappropriate to suggest that the Council would act in bad faith when deciding an application to discharge a planning condition, which in any case the appellant would be able to appeal.

Appendix 1 Draft Unilateral Undertaking

SHOOSMITHS

DATED

2026

Unilateral Undertaking

under to Section 106 of the Town and
Country Planning Act 1990

relating to

Land At Chapel Lane Widnes Cheshire

Given By

- (1) PHILIP FRANK TAYLOR
- (2) PETER JOHN COLLISON & PHILLIP FRANK TAYLOR
- (3) WILLIAM GILBERT WARBURTON & SYDNEY WARBURTON &
PAUL WATKIN & ANTONY WATKIN
- (4) TAYLOR WIMPEY UK LIMITED

To

KNOWSLEY METROPOLITAN BOROUGH COUNCIL

This Deed of Unilateral Undertaking dated

2026

Is given by

- 1 **Philip Frank Taylor** of Rose Farm, 30 Chapel Lane, Widnes, Cheshire WA8 4NX 9 (the **First Owner**);
- 2 **Peter John Collison** of Rose Farm, 28 Chapel Lane, Widnes, Cheshire WA8 4NX and **Philip Frank Taylor** of Rose Farm, 30 Chapel Lane, Widnes, Cheshire WA8 4NX (the **Second Owner**);
- 3 **William Gilbert Warburton** of 6 Holford Way, Newton-Le-Willows WA12 0BZ and **Sydney Warburton** of Glen Hill, Parrs Lane, Aughton, Ormskirk L39 5BP and **Paul Watkin** of First Floor Flat, Shrowle Mill, Shrowle, East Harptree, Bristol BS40 6BJ and **Antony Watkin** of 11 Maesknoll Road, Bristol BS4 2HF (the **Third Owner**); and
- 4 **Taylor Wimpey UK Limited** (company registration number: 01392762) whose registered office is at Gate House, Turnpike Road, High Wycombe, Buckinghamshire, HP12 3NR (the **Developer**)

known collectively as the **Parties**

To

Knowsley Metropolitan Borough Council of Municipal Buildings, Huyton L36 9UX (the **Council**)

Recitals:

- (A) The Council is the Local Planning Authority for the purposes of this Deed and the 1990 Act and the Local Highway Authority for the highways known as Chapel Lane, Sandy Lane and Cronton Lane
- (B) The Site lies within the administrative area of Halton Borough Council but the access to the Site from Chapel Lane, part of Sandy Lane and Cronton Lane are within the administrative area of the Council
- (C) The First Owner is the registered freehold proprietor with absolute title of that part of the Site registered at HM Land Registry under Title Number CH527876.
- (D) The Second Owner is the registered freehold proprietor with absolute title of that part of the Site registered at HM Land Registry under Title Number CH527877.
- (E) The Third Owner is the registered freehold proprietor with absolute title of that part of the Site registered at HM Land Registry under Title Number MS610238.
- (F) The Developer submitted the Planning Application to the Council on 25 May 2023.
- (G) The Council refused the Planning Application on 6 November 2025
- (H) The Developer has submitted the Planning Appeal
- (I) This Deed is intended to secure the payment of financial contributions towards highway works on Chapel Land, Sandy Lane and Cronton Lane
- (J) The Parties are satisfied that the provisions of this Deed comply with the requirements of Regulation 122 of the CIL Regulations

Now this Deed witnesses as follows:

1 Definitions and Interpretation

1.1 In this Deed:

1990 Act: the Town and Country Planning Act 1990 (as amended).

CIL Regulations: the Community Infrastructure Levy Regulations 2010 (as amended).

Commencement: the commencement of the Development by the carrying out of a material operation (as defined by section 56(4) of the 1990 Act) provided always that:

- (a) any works necessary in undertaking a land survey or investigation of or obtaining soil samples from the Site whether that be in respect of any requirements for environmental or ecological studies or otherwise;
- (b) any remedial works on the Site necessary to prevent the risk of harm to human health and safety or required in order to remediate the Site or comply with any condition imposed upon the grant of a planning permission or any licence;
- (c) works of demolition and Site clearance including earth works, re-grading, below ground works and landscape clearance works;
- (d) works of archaeological excavation on the Site;
- (e) erection of hoardings, temporary enclosures, fences and other security measures on the Site including any advertisements upon them;
- (f) works for the removal, provision and diversion of services;
- (g) the provision of haul roads and construction of temporary accesses and parking areas to facilitate the carrying out of the Development;
- (h) erection of temporary facilities for security personnel and the erection of security cameras;
- (i) the construction of a temporary Site compound and welfare facilities/buildings/enclosures or a temporary marketing suite that does not form a structure or part of a structure that will become a Dwelling after its use as a temporary marketing suite;
- (j) any other preparatory works as may be agreed in writing with the Council (acting reasonably),

shall for the purposes of this Deed and no other purposes be deemed not to constitute a material operation and consequently shall not individually or together constitute works which shall begin or be deemed to commence the Development and **Commence the Development** and **Commencement of Development** shall be construed accordingly.

Committed: any amount which the Council has allocated for expenditure relevant to the purpose for which the sum was paid and such amount has been authorised by the relevant committee, or Council member or Council officer or has contracted to expend where such contract provides for payment contingent on the provision of works and/or services and/or supplies.

Development: development in accordance with the Planning Application

Dwellings: the residential units that may be built on the Sites as part of the Development and **Dwelling** shall be construed accordingly.

Highways Contribution: the sum of two hundred and seventy one thousand four hundred and thirty two pounds and forty six pence (£271,432.46) to be paid to the Council to be used by the Council solely towards the following highway improvement works required as a consequence of the Development:

a) thirty eight thousand eight hundred and three pounds and sixteen pence (£38,803.16) towards the provision of traffic calming measures on Chapel Lane

b) one hundred thousand pounds (£100,000) towards the provision of a sensitive lighting scheme on that part of Sandy Lane within the Council's administrative area

c) one hundred and thirty-two thousand six hundred and twenty nine pounds and thirty pence (£132,629.30) towards the provision of a signalised crossing on Cronton Lane

Index: the Building Costs Information All-In Tender Price Index published by the Royal Institution of Chartered Surveyors or any official publication substituted for it.

Indexation Date: the date immediately preceding July 2025 when the last firm (not forecast or provisional) figure was published for the Index unless expressly stated otherwise in this Deed.

Index Linked: the Highways Contribution is to be adjusted by reference to the amount of any increase in the Index over the period from the Indexation Date to the last firm (not forecast or provisional) figure published for the Index for the month immediately prior to payment of the Highways Contribution to the Council and **Indexation** shall be construed accordingly.

Inspector: the inspector appointed by the Secretary of State to determine the Planning Appeal on his behalf

Interest: interest at 4% above the base lending rate of Barclays Bank plc from time to time.

Occupation: occupation of a Dwelling for its intended purpose pursuant to the Planning Permission save for the purpose of construction, fitting out, security or marketing and the expressions **Occupy** and **Occupied** shall be construed accordingly.

Owner: the First Owner the Second Owner and the Third Owner together

Plan: the plan appended to this Deed at Appendix 1 and labelled Site Location Plan

Planning Appeal: the appeal with reference APP/6007472 made to the Secretary of State against the Council's refusal of the Planning Application

Planning Application: the outline planning application with reference 23/01037/OUT for *up to 350 dwellings, public open space, landscaping and associated infrastructure works. Full details for site access arrangements via a new junction and emergency access on Chapel Lane (to be determined by Knowsley Borough Council only) and a secondary emergency access via Sandy Lane (to be determined by Halton Borough Council). All other matters are to be determined by Halton Borough Council*

Planning Permission: any planning permission for the Development that may be granted by the Inspector pursuant to the Planning Appeal together with any variation of the Planning Permission granted by the Council or by the Secretary of State pursuant to section 73 of the 1990 Act

Registered Provider: a registered provider which has the meaning given in Section 80 (2) of the Housing and Regeneration Act 2008 and includes any other body permitted by subsequent legislation as having similar role in respect of affordable housing or such other body eligible to

Commented [KH1]: Sum and figures below based on July 2025 costs estimate and indexation is from that date to reflect that. These amounts do not include prelims or other associated costs. Final figure TBC following discussion with KMBC.

receive grant monies from Homes England and/or owning or managing the affordable dwellings to be provided as part of the Development .

Site: the land to the east of Chapel Lane and Sandy Lane Widnes Cheshire shown edged red for illustrative purposes only on the Plan

Working Day: a day other than a Saturday or Sunday or public holiday in England or the period between 24 December and 2 January inclusive.

1.2 In this Deed where the context so requires:

1.2.1 the singular includes the plural and vice versa;

1.2.2 references to clauses, Schedules and paragraphs are references to clauses, Schedules and paragraphs in this Deed except where otherwise specified;

1.2.3 references to a paragraph or sub-paragraph in a Schedule are references to paragraphs or sub-paragraphs in that Schedule except where otherwise specified;

1.2.4 title headings to the clauses, Schedules and paragraphs are for convenience only and shall not affect the interpretation of this Deed;

1.2.5 references to any statute or statutory instrument shall except where otherwise specifically provided include reference to any statutory modification, extension, consolidation or re-enactment thereof for the time being in force and in each case shall include all statutory instruments, orders, regulations and directions for the time being made, issued or given under that Act or deriving validity from it;

1.2.6 the expression the **Owner** shall include successors in title to the Owner and its assigns and all persons deriving title to all or part of the Site under or through them and the expression the **Council** shall include any successor to the relevant statutory function thereof; and

1.2.7 the words **other, include, including and in particular** do not limit the generality of any preceding words and any words which follow them shall not be construed as being limited in scope to the same class as the preceding words where a wider construction is possible.

1.3 Any notice, notification, consent, approval, agreement, request or statement or details to be made, given or submitted under or in connection with this Deed shall be made or confirmed in writing.

2 Commencement

The provisions of this Deed shall come into effect following:

2.1 the grant of Planning Permission by the Inspector; and

2.2 the Commencement of Development

other than this clause and clauses 4 to 13 and any of the provisions or obligations within the Schedule to this Deed, the enforceability of which requires them to take effect upon the grant of the Planning Permission.

3 Owner's Covenants

The Owner undertakes to the Council to comply with the obligations in **Error! Reference source not found.** to this Deed.

4 Legal Effect

- 4.1 This Deed is made pursuant to section 106 of the 1990 Act and constitutes a planning obligation binding the Site which is enforceable by the Council.
- 4.2 Subject to clause 4.3, the obligations, covenants and undertakings on the part of the Owner are entered into with the intent that they are enforceable not only against the Owner but also against any successors in title or assigns of the Owner and any person claiming through or under the Owner an interest or estate in the Site or any part of it as if that person had been the original covenanting party in respect of the interest for the time being held by it.
- 4.3 No persons shall be liable for any breach, non-performance or non-observance of the covenants, obligations and restrictions contained in this Deed after they shall have parted with all interest in the Site or part of the Site in respect of which such breach occurs (or whilst they shall have no interest in the part of the Site in respect of which such breach occurs) but without prejudice to liability for any subsisting breach of covenant prior to parting with such interest.
- 4.4 For the purposes of clause 4.3, a person parts with all interest in the Site or part thereof (or has no interest in respect of a part thereof) notwithstanding the existence or reservation of any rights or the imposition of any covenants or restrictions over it enforceable by or otherwise benefiting him.
- 4.5 No part of this Deed shall or may be construed as creating any rights enforceable by a third party as defined by the Contracts (Rights of Third Parties) Act 1999 and no consent of any third party shall be required under that act to any cancellation or variation of this Deed.
- 4.6 Nothing in this Deed shall prejudice or affect the rights, discretions, powers, duties and obligations of the Council under all statutes by-laws, statutory instruments, orders and regulations in the exercise of its functions as a local authority.
- 4.7 If any provision or part provision of this Deed shall be held to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not in any way be deemed to be affected or impaired.
- 4.8 If the Inspector expressly states in their decision letter in the Planning Appeal that any of the obligations or provisions of this Deed should not bind the Parties or should be given no weight as a material consideration or does not constitute as reason for granting planning permission in accordance with the requirements of Regulation 122 of the CIL Regulations then that obligation or provision shall be of no legal effect but the remainder of the obligations or provisions, including any part of a clause or sub-clause which is not affected and the remainder of this Deed shall remain legally effective and binding.
- 4.9 The planning obligations in this Deed shall not be enforceable against:
- 4.9.1 owners or owner-occupiers or tenants of any individual Dwelling nor against those deriving title from any of; nor
- 4.9.2 any mortgagee or any receiver appointed by such a mortgagee or any person deriving title through such a mortgagee or any receiver unless and until it becomes a mortgagee in possession; nor
- 4.9.3 any statutory undertaker holding an estate or interest in the Site or part of the Site nor against plant equipment conduits or structures located there for its operational purposes; nor
- 4.9.4 anyone whose only interest in the Site is in the nature of the benefit of an easement or covenant; nor
- 4.9.5 any Registered Provider acquiring an interest in the Site.

4.10 Subject always to clause 9.3 in respect of any planning permission granted pursuant to section 73 of the 1990 Act, nothing in this Deed shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Deed.

4.11 Where in this Deed any party covenants not to act such covenant shall include an obligation not to permit or suffer such an act by another person. Wherever an obligation falls to be performed by more than one person, the obligation can be enforced against every person so bound jointly and against each of them individually unless there is an express provision otherwise.

5 Notices

The Owner will notify the Council within 10 (ten) Working Days prior to the anticipated date of each of the following:

5.1 Commencement of the Development;

5.2 first Occupation of the first Dwelling to be Occupied on the Site;

5.3 first Occupation of the 20th (twentieth) Dwelling to be Occupied on the Site;

6 Validity of Notices

6.1 All notices, requests, demands or other written communications to or upon the parties pursuant to this Deed shall be deemed to have been properly given or made if dispatched by letter by way of first class post or recorded delivery post or hand to the party to which such notice, request demand or other written communication is to be given or made under this Deed and addressed as follows:

6.1.1 if to the Council: to its address specified above and marked for the attention of Head of Legal Services and Head of Planning or such other successor officer responsible to development management matters at the Council;

6.1.2 if to the Owner: to its address specified above or such other address for service as shall have been previously notified by the Owner in writing and if the Owner is a company, then to be made for the attention of the Company Secretary.

6.2 Any notice request or demand or other written communication shall be deemed to have been served as follows:

6.2.1 if delivered by hand, the next Working Day after the day of delivery unless the delivery was signed for in which case it shall be the time the delivery was signed for that service will be deemed to have occurred;

6.2.2 if sent by first class post, the day 2 (two) Working Days after the date of posting; or

6.2.3 if sent by recorded delivery, at the time delivery was signed for,

and in proving service for the purposes of either clauses 6.2.2 or 6.2.3 it shall be sufficient to prove that the envelope containing such notice, request, demand or other written communication was properly addressed and delivered into the custody of the postal authority in a pre-paid envelope.

6.3 If a notice, demand or any other communication is served after 4.00pm on a Working Day, or on a day that is not a Working Day, it is to be treated as having been served on the next Working Day.

- 6.4 Any notice or other written communication to be given by the Council will be deemed valid and effectual if on its face it is signed on behalf of the Council by an officer or duly authorised signatory.

7 Local Land Charge Provisions

This Deed is a local land charge and shall be registerable by the Council as such.

8 Indexation, Late Payment and VAT

- 8.1 The Highways Contribution payable by the Owner pursuant to the Schedule to this Deed shall be Index Linked
- 8.2 If any payment due under this Deed is paid late, Interest will be payable from the date payment is due to the actual date of payment.

9 Duration

- 9.1 This Deed will end (to the extent it has not already been complied with), if the Planning Permission:
- 9.1.1 is quashed or revoked;
 - 9.1.2 is modified by any statutory procedure without the consent of the Owner; or
 - 9.1.3 expires before Commencement.
- 9.2 Where this Deed ends pursuant to clause 9.1 the Owner and/or the Developer may serve a written notice on the Council requesting the Council to:
- 9.2.1 remove all entries made in the Register of Local Land Charges in respect of this Deed within 20 (twenty) Working Days ceasing to have effect; and
 - 9.2.2 repay any part of the Highways Contribution that has been paid and which is not Committed
- 9.3 If the Highways Contribution or any part of it has not been expended or Committed by the Council within ten (10) years of the date of payment the party who paid the Highways Contribution shall be entitled to serve written notice on the Council requesting repayment of the unexpended amount together with any accrued interest
- 9.3 If the Council agrees pursuant to an application under section 73 of the 1990 Act to any variation or release of any condition contained in the Planning Permission or if any condition is varied or released following an appeal under section 78 of the 1990 Act, the covenants and provisions of this Deed shall be deemed to bind the varied permission and to apply in equal terms to the new planning permission save where the Council in their determination of such an application for the new planning permission or the Secretary of State or Inspector in their determination of such appeal indicate that consequential amendments are required to this Deed to reflect the impact of the section 73 application and in such circumstances a separate deed pursuant to section 106 of the 1990 Act will be required to secure relevant planning obligations relating to the new planning permission.

10 Change in Ownership

The Owner covenants with the Council to provide the Council with immediate written notice of any change in ownership of any part of the Site (other than a disposal to any person against whom this Deed is not enforceable pursuant to clause 4.9 other than any disposal to an Registered Provider) occurring before all the obligations under this Deed have been discharged such notice to give details of the transferee's full name and registered office (if a

company or usual address if not) together with the area of the Site purchased by reference to a plan.

11 Waiver

No waiver (whether expressed or implied) by the Council of any breach or default by the Owner in complying with any of the covenants, terms or conditions of this Deed shall constitute a continuing waiver and no such waiver shall prevent the Council from enforcing any obligation, covenant or undertaking or from acting upon any subsequent breach or default of any obligation, covenant or undertaking by the Owner of the relevant terms or conditions or for acting upon any subsequent breach or default.

12 Jurisdiction

This Deed will be governed by and interpreted in accordance with English Law.

13 Delivery

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

In witness whereof the Parties hereto have executed this Deed the day and year first before written.

Schedule 1
Highways Contribution

The Owner covenants with the Council as follows:

- 1 To pay the Highways Contribution prior to Occupation the first Dwelling to be Occupied on the Site.
- 2 Not to Occupy nor permit Occupation of any Dwellings on the Site until the Highways Contribution has been paid to the Council pursuant to paragraph 1.

Signed as a deed by **Philip Frank Taylor**
in the presence of:

Signature

Signature of witness:

Name (in BLOCK CAPITALS):

Address:

Signed as a deed by **Peter John Collison**
in the presence of:

Signature

Signature of witness:

Name (in BLOCK CAPITALS):

Address:

Signed as a deed by **William Gilbert Warburton**
in the presence of:

Signature

Signature of witness:

Name (in BLOCK CAPITALS):

Address:

Signed as a deed by **Sydney Warburton** in the presence of:

Signature

Signature of witness:

Name (in BLOCK CAPITALS):

Address:

Signed as a deed by **Paul Watkin** in the presence of:

Signature

Signature of witness:

Name (in BLOCK CAPITALS):

Address:

Signed as a deed by **Antony Watkin** in the presence of:

Signature

Signature of witness:

Name (in BLOCK CAPITALS):

Address:

Executed as a deed (but not delivered until dated) by **Taylor Wimpey UK Limited** acting by way of its Attorneys

Attorney

Print name

In the presence of:
Signature of witness:

Witness Name (in BLOCK CAPITALS):
Witness Address:

Attorney

Print name

In the presence of:
Signature of witness:

Witness Name (in BLOCK CAPITALS):
Witness Address:

Appendix 1
Site Location Plan