KEY POLICIES	COMMENTS
1. H7	
2.	
3.	
4.	
5.	
6.	

CAR PARKING		
PROVISION	REQUIREMENT	REMARKS/ACTIO
T C ~	T C ~	—

SITE OBSERVATIONS, MEETINGS etc.

Sub-St Lowne type
& amended layout
tends to increase
in Lsg to 12 —
layout OK & to
in accord with PPG3 -
the Area's const.
add. emergency cover
req'd

SITE VISIT:-	DATE: 1/11/00	INITIALS: CO
Cleared by Section Head as Delegated/~~Committee~~	19/1/01	Cm D Neil

00/00602/FUL

KNOWSLEY METROPOLITAN BOROUGH

PLANNING APPLICATION FOLDER

DATE VALID:	8 WEEK DATE:	WARD	PARISH	OFFICER	RECEPTION
14.12.00	8.2.2001	TOWER HILL	-	LO	✓

APPLICANT	WESTBURY HOMES LTD.
LOCATION OF DEVELOPMENT	LAND AT SAXON WAY, KIRKBY
PROPOSED DEVELOPMENT	SUBSTITUTION OF HOUSE TYPES TO PLOTS 1-111 AND INCREASE IN NOS. OF DWELLINGS FROM 83 TO 112

PART I	✓	PLANNING			MAP REGISTER	
PART II	✓	HISTORY			GRID REFERENCE	✓
DOE STATISTICS	✓				MAP REG. NO.	

TECHNICAL CONSULTATIONS

CONSULTEE	√	CODE	SENT	RECONSULTED	CONSULTEE	√	CODE	SENT	RECONSULTED
ust. & Env. Strategy		ISES			Env. Agency (Poll)		HIOP		
ness Resource		IBRC			NW GAS		GAS		
ic Regen Unit		IERU			MANWEB		MAN		
ation		IEDU			NWWA		NWW		
ign Consultancy	✓	IDC	25.10.00		Health & Safety Exec		HSE		
nvironmental Health	✓	IENV	25.10.00		Liverpool Museum		LM		
ates		IEST		✓	Merseyside Fire		MFB		
way Authority	✓	IHIH	25.10.00	✓ 21.12.00	Forward Planning	✓	IFP	25.10.00	
Development		ISDT			Merseyside Police		MP	✓	21.12.00
sing		IHSG			6 Societies				
ure		ILEI			Conservation Officer	✓	ICO	25.10.00	
sing		ILIT			Urban Design			✓	21.12.00
l Services		ISOS							
Coal Authority		BC							
rack		BRPB							
CATS		CAS							
Env. Agency (Rivers)		NRA1			Weekly List	✓		12.10.00	
Env. Agency (Waste)		MWD			Parish List				

PUBLICITY

IN ACCORD	✓	NOT IN ACCORD		LIST BLDG/ CONS AREA		EIA		PUBLIC R.O.W	

NEIGHBOUR LETTERS

DATE SENT:	25.10.00	LAST RESPONSE DATE:	15.11.00	RECONSULTED:		LAST RESPONSE DATE:	

11, 53, 57, 59, 61-81(o) 110-118(e) Riesling Dr

PUBLIC NOTICES

WE 27.10.00

	SITE	√	PRESS	√
DATE DISPLAYED:	1.11.00.	✓		✓
LAST RESPONSE DATE:	22.11.00.			

APPLICATION NO: 00/00602/FUL

UNITARY DEVELOPMENT PLAN ALLOCATION
Land for Pred Pay Dev.

HAZARDS	√	
LISTED BUILDING		
CONSERVATION AREA		
ARTICLE IV DIRECTION		
TREE PRESERVATION ORDER		
AIRFIELD SAFEGUARDING ZONE		
EMERGENCY SERVICES RADIO AREAS AND FIRE HAZARDS		
WATER POLLUTION		
WATER SUPPLY RESTRICTED SURFACE AREAS	✓	
SEWAGE TREATMENT WORKS DRAINAGE AREAS		
HAZARDOUS SUBSTANCES CONSULTATION AREA		
WASTE TIPPING CONSULTATION AREA		
COAL AUTHORITY TO BE CONSULTED		
AREA WITHIN WHICH THERE ARE BRITISH COAL OPENCAST WORKING SITES (PAST, CURRENT, PROSPECTIVE)		
COAL AUTHORITY TO BE CONSULTED ON SURFACE DEVELOPMENTS WITHIN THESE AREAS		
AREA WHERE COAL MINING MAY TAKE PLACE		
AREA WHERE COAL MINING HAS TAKEN PLACE		
COAL AUTHORITY AREA WHERE ACTIVE WORKINGS ARE CURRENTLY TAKING PLACE OR WHERE FUTURE WORKS ARE LIKELY IN THE NEXT 20-30 yrs (4/78)		
HIOP CONSULTATION ZONE		
Sand Scarring Area of further interest to Pilkington Bros	✓	
ARCHAEOLOGICAL SITE		
GAS PIPELINES		

DECISION NOTICE TO:	HIGHWAYS	RAILTRACK	OTHER (PLEASE SP
APPLICANT/AGENT 22.1.01.			
ENV. HEALTH	JCAS	ARB. OFFICER	
LEGAL SERVICES 22.1.01.	LIVERPOOL MUSEUM	PARISH NOTIFIED	

METROPOLITAN BOROUGH OF KNOWSLEY

TOWN AND COUNTRY PLANNING ACT 1990

PLANNING PERMISSION

Application No: 00/00602/FUL
Date of Receipt: 15.09.2000
Date Valid: 14.12.2000

Name and address of applicant
Westbury Homes Ltd (NW)
Westbury House
Crofts Bank Road
Urmston
M41 OJS

Name and address of agent

Address or location of development
Westbury Homes Land At Saxon Way Kirkby Knowsley L33 4DQ

Nature and particulars of application
SUBSTITUTION OF HOUSE TYPES TO PLOTS 1 - 111 (AREA 6) AND INCREASE IN NUMBER OF DWELLINGS FROM 83 TO 111

The Council of the Metropolitan Borough of Knowsley hereby give notice in pursuance of the above Act(s) that Planning Permission has been granted for the carrying out of the development referred to above in accordance with the application and plans submitted subject to the following condition(s):

1. The development must be begun not later than the expiration of five 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.

2. The development hereby permitted shall be carried out only in accordance with the amended plan, referenced drawing no. EL-232-00-01E, received on 14 December 2000, which indicates site layout.

   Reason: For the avoidance of doubt and to accord with the terms of the application as amended in the interest of highway safety and in accordance with Policy H3 of the Knowsley Unitary Development Plan, adopted June 1998.

3. No part of the development hereby granted permission shall be commenced until the approval of the Local Planning Authority has been obtained for the detailed design of a scheme to provide the satisfactory disposal of surface water run-off from the development; and such scheme as approved shall be carried out before the proposed development is first brought into use.

   Reason: To ensure that surface water run-off from the development will not adversely affect nearby land by reason of flooding and in accordance with Policy En2 of the Knowsley Unitary Development Plan, adopted June 1998.

4. No part of the proposed development hereby permitted shall be commenced until details of the relative height of the ground floors of the proposed buildings have been submitted to and approved in writing by the Local Planning Authority.

   Reason: In the interests of the amenity of neighbouring occupiers and visual amenity and in accordance with Policy H3 of the Knowsley Unitary Development Plan, adopted June 1998.

5. No phase of the development hereby permitted shall be commenced until a schedule of external facing materials, including brickwork and roofing materials, and the plots to which they relate within that phase has been submitted

to and approved in writing by the Local Planning Authority. The development shall be carried out using only the agreed materials.

Reason: In the interests of visual amenity.

6. Notwithstanding the boundary treatment details submitted on drawing no. EL-232-00-01E, received 14 December 2000, the development hereby permitted shall not be commenced until a detailed landscaping scheme has been submitted to and approved in writing by the Local Planning Authority. The scheme shall be submitted at a scale of 1:200 and shall include the following:-

   a. the exact location and species of all existing trees and other planting to be retained;

   b. all proposals for new planting and turfing indicating the location, arrangement, species, sizes, specifications, numbers and planting densities per sq m of all new planting;

   c. an outline specification for ground preparation;

   d. all proposed boundary treatments, with supporting elevations and construction details;

   e. all proposed hard landscape elements and pavings, including layout, materials and colours;

   f. the proposed arrangements and specifications for initial establishment maintenance and longer term maintenance of all planted and/or turfed areas.

   g. a programme for implementation for the landscaping which, in the case of a phased development, should include the completion of landscaping within each phase within the first available planting season following the substantial completion of residential development within the phase to which the landscaping relates.

   The scheme(s) shall be wholly implemented in its/their finally approved form in accordance with the agreed programme. Any tree or other planting which is lost, felled, removed, becomes diseased, or is substantially damaged within a period of five years thereafter shall be replaced in kind during the first available planting season following the date of loss or damage.

   Reason: In the interests of visual amenity.

7. Notwithstanding the provisions of Part 2 of Schedule 2 to the Town and Country Planning IGeneral Permitted Development) Order 1995 (or any Order Revoking and Re-enacting that Order) no gate, wall, fence or other means of enclosure shall be erected between the front or side wall of any dwelling and the boundary of any highway adjoining the curtilage of that dwelling or the boundary with any open space (other than walls, fences or other means of enclosure submitted to and in accordance with Condition 5) without any further specific planning permission having been sought and obtained beforehand.

   Reason: To safeguard the character of this residential development and in accordance with Policy H16 of the Knowsley Unitary Development Plan, adopted June 1998.

8. Notwithstanding the provisions of Part 1 of Schedule 2 of the Town and Country Planning Act (General Permitted Development) Order 1995 (or any Order revoking and renacting that Order) no building, extension or structure shall be erected or placed within the curtilage of the dwelling hereby permitted, other than the garages shown within the curtilage of the dwellings shown on drawing no. EL-232-00-01E, received 14 December 2000, without a further specific planning permission having been sought and obtained beforehand.

   Reason: To safeguard the character of this residential development.

9. The exact positioning of the garages to Plot No's 106-110 inclusive within the joint garages hereby permitted, shall be submitted to and approved in writing by the Local Planning Authority, prior to the development hereby permitted commencing.

Reason: In the interest of residential amenity.

Graham Smith

Director Of Planning And Development

Date:19.01.2001

MUNICIPAL BUILDINGS
ARCHWAY ROAD
HUYTON, MERSEYSIDE L36 9FB

Note: This permission refers only to that required under the Town and Country Planning Acts and does not include any consent or approval under any other enactment, bylaw, order or regulation.
This permission refers only to those plans submitted as part of the Planning Application a copy of which is retained by the Local Planning Authority. The Local Planning Authority should be contacted in writing if it is proposed to amend these plans in any way as a further permission, may be required.

Notes:

(1) If the applicant is aggrieved by the decision of the local planning authority to refuse permission or approval for the proposed development, or to grant permission or approval subject to condition, he may appeal to the Secretary of State for the Environment in accordance with section 78 of the Town and Country Planning Act 1990 within six months of the date of this notice. (Appeals must be made on a form, which is obtainable from the Department of the Environment). See address below. The Secretary of State has power to allow a longer period for the giving of a notice of appeal but he will not normally be prepared to exercise this power unless there are special circumstances, which excuse the delay in giving notice of appeal. The Secretary of State is not required to entertain an appeal if it appears to him that permission for the proposed development could not have been granted by the local planning authority, or could not have been so granted otherwise than subject to the conditions imposed by them, having regard to the statutory requirements, to the provisions of the development order, and to any directions given under the order. He does not in practice refuse to entertain appeals solely because the decision of the local planning/authority was based on a direction given by him.

(2) If permission to develop land is refused or granted subject to conditions, whether by the local planning authority or by the secretary of state for the Environment, and the owner of the land claims that the land has become incapable of reasonably beneficial use in its existing state and cannot be rendered capable of reasonably beneficial use by the carrying out of any development which has been or would be permitted he may serve on the Council of the district in which the land is situated a purchase notice requiring that council to purchase his interest in the land in accordance with the provisions of Part VI of the Town and Country Planning Act 1990.

(3) In certain circumstances, a claim may be made against the local planning authority for compensation, where permission is refused or granted subject to conditions by the Secretary of State on appeal or on reference of the application to him. The circumstances in which such compensation is payable are set out in section 114 of the Town and country Planning Act 1990.

Department of the Environment, Tollgate House, Houlton Street, Bristol, BS2 9DJ.

FAO James Anderson
Westbury Homes (Holdings) Ltd
Westbury House
Crofts Bank Road
Urmston
Manchester
M41 0JS

Our Ref: PS/DC/SS/00/00602/FUL

Date: 30 April 2004

Dear Mr Anderson

TOWN AND COUNTRY PLANNING ACT 1990
APPLICATION NUMBER 00/00603/FUL
SUBSTITUTION OF HOUSE TYPES PLOTS 1 -111 LAND AT SAXON WAY, KIRKBY

With reference to your letter dated 25 February 2004 and received by this Council on 11 March 2004.

CONDITIONS 1, 2, 7 AND 8

These conditions do not require discharging.

CONDITION 3 (SURFACE WATER RUN OFF)

The details of the surface water run off are considered acceptable and provided the development is carried out in accordance with the details submitted on drawing number EL 220 02 31D, this condition is formally discharged.

CONDITION 4 (GROUND LEVELS)

The ground levels indicated on drawing number EL 220 02 31D are considered acceptable and this condition is formally discharged.

CONDITION 5 (EXTERNAL MATERIALS)

The schedule and brick samples submitted to the Council are considered acceptable and provided the development is carried out in accordance with these details this condition is formally discharged.

Head of Planning Services Jill Wilson BA MRTPI
P O Box 26 Yorkon Buildings Archway Road Huyton Knowsley Merseyside L36 9FB
Tel 0151 443 2303 Minicom 0151 443 3401 Fax 0151 443 2370
E-mail: planning.DPD@Knowsley.gov.uk

CONDITION 6 (LANDSCAPING)

The Arboricultural Officer has assessed the submitted details of landscaping and has offered the following comments: -

The tree numbers and positions are acceptable, however the feathered trees need to be increased in size to a minimum of 12 – 14 cm girth. Also, there are no maintenance proposals.

CONDITION 9 (GARAGE POSITION)

Please confirm that the parking provision for plots 506, 507, 508 and 509 are hard standing only.

If you require any further information please do not hesitate to contact Sylvia Smith on 0151 443 2341.

Yours sincerely

GRAHAM SMITH
Director

00/00602/FUL

SUBSTITUTION OF HOUSE TYPES PLOTS 1-111 AND INCREASE IN NOS. OF DWELLINGS FROM 83 TO 111

WESTBURY NOMES LTD

LAND AT SAXON WAY, KIRKBY

Following a site visit the hardstandings for car parking for plots 106 – 109 and the garage position for plot 110 are considered acceptable and condition 9 is satisfied.

SUMMARY OF PROPOSALS TO DISCHARGE CONDITIONS ON PLANNING PERMISSION - 00/602.

Area 6 (Plots 1-111)

NO	CONDITION	DATE INFO REC'D	DATE & DEPT CONS SENT	DATE CONS. REPLY	DATE COND DISCHARGED
1	Five Years				N/A.
2	Amended Plan				N/A.
3	Surface Water run off.				discharge 30.4.04
4	Relative height of GF of buildings				discharge 30.4.04
5	External Materials				discharged 30.4.04
6	Landscaping				Consult Carl
7	PD				N/A
8	PD				N/A.
9.	Garage location	506-509.	Needs to be handstanding only. Require garage details		Lee to go on site

outstanding check with SDMT

outstanding

letter to go - out

outstanding

outstanding

Westbury Homes (Holdings) Ltd Westbury House Crofts Bank Road Urmston Manchester M41 OJS
Tel 0161 747 6656 Fax 0161 748 5422

Date: 25th Feb 2004

Our Ref: JSA/KMBC/220-09.03.04

Westbury

Sylvia Smith
Municipal buildings
Archway Road
Huyton
Knowsley
Merseyside
L369FB

696
11 MAR 2004
SS

FAO: Sylvia Smith

Saxonway Knowsley, discharge of conditions.

Dear Sylvia,

Please find enclosed the relevant documents, samples and Drawings to discharge the following conditions.

00/602

- 1)Five years/Discharged
- 2)Amended Layout Plan inc
- 3)104 agreement inc
- 4) Eng Layout inc
- 5) Discharged
- 6) Landscaping Drawings inc
- 7) N/A. Discharged
- 8) N/A. Discharged
- 9) Layout inc to show layout of Garage Position.

99/819

- 1) Five years/Discharged
- 2) Handed the Entrance Layout Plans and Elevations to lee Osbourn

00/00137

- 1) The Flag poles have been removed.

Westbury Homes (Holdings) Ltd Westbury House Crofts Bank Road Urmston Manchester M41 OJS
Tel 0161 747 6656 Fax 0161 748 5422

Westbury

01/608

- 1) Five years/Discharged
- 2)N/A. Discharged
- 3) Discharged
- 4)Eng Layout inc
- 5)N/A. Discharged
- 6)N/A. Discharged
- 7)Landscape Drawings inc
- 8)Layout drawing inc
- 9) Discharged
- 10) N/A. Discharged

02/551/FUL

- 1) Five years/Discharged
- 2) External Materials schedule inc/samples also inc
- 3) N/A. Discharged

01/723/FUL

- 1) Five years/Discharged
- 2)) External Materials schedule inc/samples also inc
- 3) Plans & Elevations of fencing details inc
- 4) Plans inc.
- 5) N/A. Discharged.
- 6) N/A. Discharged.

01/603/FUL

- 1) Five years/Discharged
- 2)Amended/Discharged
- 3)Eng Layout inc
- 4)External works drawing inc
- 5)Phasing was implemented on site through out construction period
- 6) External Materials schedule inc/samples also inc
- 7)Landscaping layouts inc
- 8) Discharged
- 9) Discharged
- 10) Discharged

Drawings (or agreed in writing by the Engineer as though the same were a minor variation of the Works as within the provisions of clause 2 of this Schedule) to lie across the Works or any part or parts thereof (manholes excepted)

Provisional Certificates

7.(1) (a) WHEN the Developer is of the opinion that the Works have been completed he shall serve a written notice upon the Engineer to that effect

(b) AFTER receiving such notice the Engineer shall satisfy himself as to whether or not the Works have been completed and if then satisfied that the same have been completed shall issue his written certificate (hereinafter called 'the Provisional Certificate') on behalf of the Council to that effect

(c) FOR the purpose of this sub-clause the Works shall be deemed to be completed when:

(i) they shall have been substantially completed and constructed in accordance with this Agreement and

(ii) a majority of the premises within the green land and intended to be served by the sewers have been occupied and

(iii) all necessary connections or other things have been made or done whereby such occupied premises may be effectually drained

(2) (a) WHEN the Developer is of the opinion that any substantial part or parts of the Works have been completed he may serve a written notice upon the Engineer to that effect

(b) AFTER receiving such notice the Engineer shall satisfy himself as to whether or not the part or parts of the Works to which the notice relates are a substantial part or parts thereof and that they have been completed and if so satisfied on both matters may issue a Provisional Certificate as referred to in sub-clause (1) of this clause (which shall not be unreasonably withheld) in respect of such substantial part or parts of the Works which have been completed to his satisfaction

(c) A refusal by the Engineer to issue a Provisional Certificate by virtue of the provisions of sub-clause (1) of this clause in respect of the Works shall not preclude the Developer from serving upon the Engineer a notice in respect of any substantial part or parts of the Works by virtue of the provisions of the present sub-clause

(d) PARAGRAPH (c) of sub-clause (1) of this clause shall apply in relation to this sub-clause save that references to 'the Works' shall be deemed to be references to a substantial part or parts of the Works

(e) AFTER the issue by the Engineer of a Provisional Certificate by virtue of the provisions of this sub-clause references in sub-clause (1) of this clause to the issue of a Provisional Certificate shall be deemed to refer to the residue of the Works in respect of which no Provisional Certificate had previously been issued

(f) WHERE the Engineer has in pursuance of his power so to do in this sub-clause issued a Provisional Certificate for some Part or parts of the Works the term 'the Works' shall in clauses 8 and 12 of this Schedule where the circumstances and the context so require refer to parts of the Works

Maintenance Period

8. IF during a period of twelve months after the date of the issue of the Provisional Certificate (which period is hereinafter referred to as 'the Maintenance Period') or thereafter until the Works shall be vested in the Undertaker any defect damage or blockage shall appear arise or occur in the Works the Developer shall at his own expense forthwith in the case of a blockage or other defect or damage requiring immediate attention (and whether or not required to do so by the Engineer) and within three months after such other defect or damage as aforesaid shall appear arise or occur (or forthwith if so required in writing by the Engineer) make the same good to the reasonable satisfaction of the Engineer and the Developer shall during the period prior to the Works becoming vested in the Undertaker maintain the Works to the satisfaction of the Engineer as aforesaid

Access to the Works

9. THE Developer shall allow and arrange for the Engineer to have access to the Works and the Site at all reasonable times for the purpose of ensuring compliance with this Agreement

Inspections

10. AT any time before the Works shall have become vested in the Undertaker the Developer shall on being so requested in writing by the Engineer open for inspection any part of the Works which may have been covered up but should the Developer fail to comply with any such request (and without prejudice to all other rights accruing to the Council or the Undertaker on a breach of any part of this Agreement by the Developer) the Council may itself open up the Works or any part thereof and in the event of any part or parts of the Works being defective obstructed or otherwise failing to conform with the requirements of this Agreement the cost of such opening rectification and reinstatement shall (subject to the proviso hereinafter contained) be borne by the Developer but in any other case such cost shall be borne by the Council PROVIDED THAT in any case where the Engineer has not been given reasonable notice in accordance with this Agreement or has not been given

facilities by the Developer to inspect any part of the Works and as a result thereof did not inspect the same the cost of the opening and reinstatement works and rectification works (if any) in relation to such part of the Works as shall have been opened up shall be borne in any event by the Developer whether or not such opening up reveals any defect obstruction or other failure to comply with the requirements of this Agreement

Council's Right to Repair

11. IF at any time before the Works shall have become vested in the Undertaker the Developer shall fail to construct complete make good and maintain the Works or any part thereof in accordance with the preceding clauses of this Agreement the Council shall (as agents of the Developer) be entitled at its entire discretion to construct complete make good and maintain such part or parts of the Works as may be necessary in the opinion of the Engineer to drain effectually and properly all of those properties situated upon the green land which have been occupied and may do so either by its own employees or by contract or in such other manner as it thinks fit after first giving reasonable notice in writing to the Developer and the Surety of its intention in that behalf and the Developer shall upon demand pay to the Council the cost thereof including the necessary cost of the preparation and service of such notices and of necessary administration as certified by the Engineer

Final Certificate Vesting and Value Added Tax

12.(1) THE sewers serving this development cannot be formally vested until the Outfall Sewers of Saxon Way, Spine Road are formally vested whereupon the Council acting on behalf of the Undertaker shall (subject to the Developer complying with the terms of this Agreement and to the terms of the proviso immediately below) by declaration vest the sewers in the Undertaker in such manner that the Developer and all persons for the time being having a legal interest in any premises draining into the Works shall be exonerated from any liability to maintain and repair the Works and supply forthwith to the Developer a Certificate of Vesting in relation to such declaration PROVIDED THAT the Council shall not be required to vest or to take over responsibility for

the Works or any part or parts thereof until the Developer shall (if so requested in that behalf) have produced to the Council a good sufficient and marketable title to the land within which the Works are situate or (where any part of such land in which the Works are situate is outside the green land) sufficient rights in such land to enable the making of a valid and effectual declaration and also until the Engineer shall have issued a Final Certificate in writing (such certificate not to be unreasonably withheld) that

(a) the Works have been constructed and completed in accordance with the Drawings and the Specification to his reasonable satisfaction and have been maintained by the Developer during the Maintenance Period and any defects arising or work required in connection with the Works during that period and prior to the date of his said Final Certificate have been made good or carried out by the Developer to the reasonable satisfaction of the Engineer AND THAT

(b) no building or structure save as permitted in clause 6 of this Schedule has been erected over any part of the Works or on or over land within three metres (or such greater distance as may be reasonably specified by the Engineer for a particular sewer) measured horizontally from the centreline of any sewer without the written consent of the Undertaker nor access thereto on foot or with any necessary vehicles plant or equipment obstructed AND THAT

(c) (i) where any part of the Works is shown in the Drawings discharging to an existing public sewer that part of the Works has been connected (whether by the Developer or by or on behalf of the Undertaker) properly and directly and in the manner shown in the Drawings to a sewer having the status of a public sewer

(ii) where any part of the Works is shown in the Drawings discharging to a watercourse that part does discharge properly and directly to the watercourse in the manner shown in the Drawings and in accordance with any necessary consents including that obtained in that behalf by virtue of Section 88 of and Schedule 10 to the Water resources Act 1991 AND THAT

(d) the Developer has complied with all requirements of the Undertaker or the Council in pursuance of clauses 3 19 and 20(1) hereof

(2) THE Engineer shall not be obliged to issue a Final Certificate while:-

(a) any dispute exists between the Developer and any third party concerning the Works; or

(b) any connection remains whereby surface water or groundwater may enter a sewer for foul water or whereby foul water or ground water may enter a surface water sewer

(3) TO the intent that the Works shall so soon as practicable after the expiration of the Maintenance Period receive the said Final certificate:

(a) the Developer shall not more than ten months after the issue of the Provisional Certificate supply to the Engineer two sets or more if requested of operating instructions maintenance manuals for any pumping station and two full sets of 'as constructed' plans and sections showing the completed Works by lines and symbols in accordance with Appendix VI of the Fourth Edition of 'Sewers for Adoption' or 'as constructed' records in a media

format compatible with the Undertaker's records and a Health and Safety File as may be required by the Construction (Design and Management) Regulations 1994

(b) any inspection which the Engineer may require to make of the Works shall be made prior to the expiration of the Maintenance Period and he shall within fourteen days after such inspection advise the Developer in writing of any defects arising or work required in connection with the Works and which he requires to be rectified or done before the issue of the said Final Certificate provided however that

(i) in the event that the said plans and sections or records provided by virtue of paragraph (a) of this sub-clause do not adequately and accurately show the Works to the reasonable satisfaction of the Engineer he may require the developer to provide at the Developer's own cost corrected plans and sections or records (as the case may be)

(ii) the Engineer shall be under no duty to issue the Final Certificate prior to his being satisfied within a reasonable time after such provision as to the adequacy and accuracy of the same

(4) (a) Notwithstanding the provisions of this clause the Council will not be under any duty to vest sewers in the Undertaker until such time as all intervening sewers (if any) (such intervening sewers at the date upon which vesting would otherwise have taken place by virtue of this Agreement not being public sewers vested in the Undertaker) through which sewage from "the green land" must pass to enter a public sewer vested in the Undertaker shall themselves have been vested in the Undertaker as public sewers

(b) For the avoidance of doubt the provisions of this Schedule in relation to maintenance or repair of sewers whether by the Developer or otherwise will apply until vesting of the same even though vesting may be delayed by the preceding sub-paragraph

(5) The Council is authorised to confirm that the Undertaker will pay to the Developer an amount equal to any Value Added Tax ("VAT") to which the developer becomes properly accountable by virtue of those works to be vested in the Undertaker (if and insofar as such vesting is a 'supply' for VAT purposes) PROVIDED HOWEVER that the Developer shall have submitted to the Undertaker a VAT-only invoice in respect of the same and a copy of the Certificate of Vesting issued to him by virtue of sub-clause (1) of this clause

No duty to Developer

13. NOTHING in this Agreement shall imply any obligation on the part of the Engineer the Council or the Undertaker to the Developer or to any other person to ensure that the Works or any part or parts of the same are properly constructed

Indemnity to Council by Developer

14. THE Developer shall indemnify the Council and the Undertaker against all actions costs claims and demands which may be made against them or either of them in connection with the construction and completion of the Works and those matters referred to in recital (3) of this Agreement provided that the said actions costs claims or demands shall have arisen not later than the vesting of the Works in the Undertaker

Bankruptcy etc of Developer

15. IF the Developer shall fail to perform any of the conditions herein contained on his part to be performed or observed or shall be adjudicated bankrupt or shall go into receivership liquidation voluntarily or otherwise or shall execute a deed of assignment for the benefit of or otherwise compound

with his creditors (except for the purpose of re-construction or amalgamation) the Council may without prejudice to its other rights remedies and powers against the Developer for such non-performance or non-observance by notice in writing to the Developer and Surety determine this Agreement and upon such notice being served this Agreement shall forthwith determine but without prejudice however to the obligations of the Surety to the Council under clause 16 and of the Developer to the Council and the Undertaker under clauses 19 and 20 of this Schedule and of the rights of the Council under clause 11 of this Schedule

Obligation of Surety (where party to the Agreement)

16.(1) THE Surety will as a principal indemnify the Council in respect of any expenditure which the Council may incur in accordance with this Agreement by reason of the failure of the Developer to observe or perform in full his obligations according to this Agreement whether or not this Agreement has been determined or disclaimed but the obligations of the Surety shall in no circumstances exceed the limit specified in paragraph (b) of clause 3 of this Agreement and as to which the Surety hereby binds itself and its successors and assigns to the Council

(2) THE amount of any such expenditure shall be that certified by the Engineer whose certificate shall be final

(3) THE Surety shall be discharged or released from its obligations under this clause when the sewers shall have become vested in the Undertaker and such parts of the Works as shall not be sewers but which the Undertaker requires to be conveyed or transferred together with the rights referred to in clause 20 of this Schedule shall have been effectually conveyed or transferred to the Undertaker but it shall not be discharged or released from such obligations by any determination or disclaimer of this Agreement or by any arrangement between the Developer and the Council or by the execution of

any amended extra or substitute works authorised by virtue of clause 2 hereof or by any forbearance whether as to payment performance time or otherwise whether made with or without the assent of the Surety

Arbitration

17. IN the event of any dispute or difference arising from the construction of the Works or application of this Agreement (the distance or distances specified in clauses 6 and 12(1) (b) and the decision of the Engineer in sub-clause 7(2) excepted) the same may be referred for determination to a person to be agreed between the parties hereto (or failing such agreement to be appointed by the President for the time being of the Institution of Civil Engineers) the decision of the person so agreed or appointed to be final binding and conclusive on all the parties hereto

Notices

18. ANY notice to be served or documents to be supplied or submitted to the Council shall be delivered or posted to the address specified in paragraph (c) of clause 3 of this Agreement and any notices to be served on the Developer may be delivered or posted by prepaid letter to his last known address (or being a limited company to its registered office or to its last known registered or head office) or place of business and any notice to be served on the Surety may be delivered at or posted to its registered or head office for the time being

Fees

19. THE Developer shall

(i) on the execution of this Agreement pay to the Council the cost of the preparation and completion of this Agreement and a duplicate thereof

(ii) on demand immediately after the Engineer carries out a first inspection of the Works or of any part of the same pay the sum specified in paragraph (d) of clause 3 of this Agreement in respect of the fees of the Council for the

technical examination and processing of the initial submission by the Developer of plans drawings and other design or working documents whereby the Works are proposed to be constructed and for inspection by the Engineer of the execution of the Works (which may include a survey by closed circuit television)

(iii) on demand pay to the Council any additional fees arising from CCTV resurveys associated sewer cleansing and site visits essential to recheck sub-standard work

(iv) On demand pay any fees and disbursements pursuant to clause 20

(v) pay VAT upon the payments referred to in this clause if the same is properly payable thereon

Transfer of Lane Easements and Maintenance Arrangements

20.(1) THE Developer shall prior to the declaration vesting the sewers in the Undertaker at the request of the Council or the Undertaker execute or secure the execution (at no cost to the Council or the Undertaker whether by way of consideration costs or disbursements whether such costs or disbursements be incurred by the Council the Undertaker or by any other party) of

(a) a Conveyance or Transfer to the Undertaker vesting in the Undertaker an estate in fee simple free from incumbrances (if so required by the Council or the Undertaker) of the land forming the site and curtilage of pumping stations outfall structures or of any balancing facilities that form part of the Works together in each case with all rights necessary to gain access thereto with vehicles

(b) adequate administrative arrangements for the maintenance and permanence of any balancing facility which is not to be vested in the Undertaker

(c) easements in fee simple in favour of the Undertaker in respect of those parts of the Works as lie within the land coloured yellow on the Drawings such easements to be:

(i) contained in Deeds of Grant in accordance with the Model Form shown at Appendix XI of the current Edition of Sewers for Adoption

(ii) free of consideration

(iii) completed before any plots within the site as will be affected by such easements are sold

(2) FOR the purposes of this clause the Council or the Undertaker and any Solicitor acting on behalf of either is hereby granted full authorisation to make any necessary searches and obtain any office copies of titles or entries in land charges or other registries as the Council or the Undertaker or such Solicitor may consider requisite

(3) The Developer shall include in any conveyance transfer lease or other disposition of the yellow land or any part thereof appropriate covenants binding upon the land the subject of such transfer conveyance lease or other disposition not to erect any building or structure thereon without the consent of the Undertaker nor to obstruct access thereto by the Undertaker on foot or with any necessary vehicles plant or equipment

(4) REQUESTS by the Council or the Undertaker for the provision of land transfers and/or easements by virtue of this clause shall (in the case of unregistered land) be registered with Her Majesty's Land Charges Department as an estate contract or (in the case of registered land) be registered by way of notice in the Charges Department being part of the title to the site and the Developer hereby authorises and requests Her Majesty's Chief Land Registrar

IBSTOCK BRICK

IBSTOCK BRICK LTD · SAMPLES DESPATCH UNIT, APEDALE ROAD, CHESTERTON, NEWCASTLE-UNDER-LYME, STAFFS. ST5 6BH UK
TEL: +44(0)1782 563433. FAX: +44(0)1782 568224.

KNOWSLEY BORO COUNCIL
PLANNING DEPT
PO BOX 26
ARCHWAY RD
HUYTON
MERSEYSIDE

22 Feb 2001
Ref :304167

L369

Dear Sir/Madam

We are pleased to enclose samples detailed below as per your recent request. For any further advice on Ibstock's brick, paver and stone ranges, please ring 0870 903 4000 which will connect you direct to our nearest sales office.

Yours faithfully

Central Samples Distribution
Tel: 01782 568 147

Samples enclosed/to follow : -

1 A3509 Worsley Weathered Display Panel Enclosed

WESTBURY HOMES
SAXON WAY
AREA 6
APPLIC NO. 03/00602

Any samples not enclosed will be despatched to you as soon as they are available.
Sample panels are only indicative of the full blend in work.
Variations in colour, texture or shape of this product may also occur from time to time. Please consult your sales representative for further information.

INNOVATORS IN CLAY

www.ibstock.co.uk

IBSTOCK GROUP

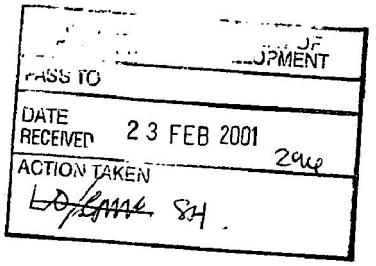
Registration: England 63230. Registered Office: Ibstock, Leicestershire, LE67 6HS UK

Westbury Homes (Holdings) Ltd North West Region
Westbury House Crofts Bank Road Urmston Manchester M41 0JS
Tel 0161 747 6656 Fax 0161 748 5422

Date: 22 February 2001 Our Ref: JL/GF/22-02 kmbc 232

Westbury

Planning Department
Knowsley Metropolitan Borough Council
Yorkon Buildings
Archway Road
Huyton
Merseyside
L36 9FB



FAO Lee Osbourne

Dear Mr Osbourne

SAXON WAY (AREA 6), KIRKBY
APP NO 00/00602/FUL

Please find enclosed Materials Schedule for the above site. I have requested samples of the external facing materials to be sent directly to you.

I trust this is sufficient to discharge Condition 5 of the above Approval.

Should you require any further information please do not hesitate to contact me.

Regards

Yours sincerely

confirmed with LO acceptable
23/02/01

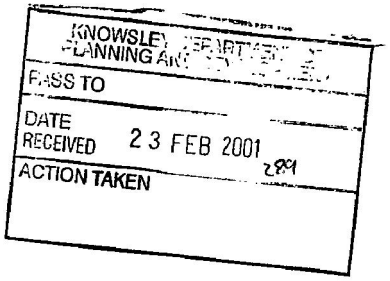
FP Jimmy Latham
Assistant Technical Designer

Enc

Westbury Homes (Holdings) Ltd North West Region
Westbury House Crofts Bank Road Urmston Manchester M41 OJS
Tel 0161 747 6656 Fax 0161 748 5422

Date: 22 February 2001 Our Ref: JL/GF/22-02 kmbc 232

Planning Department
Knowsley Metropolitan Borough Council
Yorkon Buildings
Archway Road
Huyton
Merseyside
L36 9FB



FAO Lee Osbourne

Dear Mr Osbourne

SAXON WAY, KIRKBY – AREA 6
APP NO 00/00602/FUL

Further to Approval for the above site, please note the following:

Condition 1	Noted
Condition 2	Noted
Condition 3	Application made 04-12-00 – awaiting written
Condition 4	Drawings are being amended, I shall forward copies once they are complete
Condition 5	Application made 22-02-01 – samples requested, suppliers to send direct
Condition 6	Drawing 1110.09 and 1110.10 submitted by Trevor Bridge 22-02-01
Condition 7	Noted
Condition 8	Noted
Condition 9	Garages to plots 106-109 have been removed, position of garage to 110 shown on Drawing No EL:232:00:01 rev K, which has been submitted.

I trust the above meets with your satisfaction, however, should you have any queries or require any further information please do not hesitate to contact the undersigned.

Yours sincerely

Jimmy Latham
Assistant Technical Designer

Enc

MEMORANDUM 10

From: PLANNING SERVICES DIVISION - Lee Osborne - 0151 443 2318

Our Ref: 00/00602/FUL

Date 25 October 2000

Subject: INTERNAL CONSULTATION

To: **Forward Planning**

PROPOSAL: **SUBSTITUTION OF HOUSE TYPES TO PLOTS 1 - 111 (AREA 6) AND INCREASE IN NUMBER OF DWELLINGS FROM 83 TO 111**

LOCATION: **Westbury Homes Land At Saxon Way Kirkby Knowsley L33 4DQ**

I enclose herewith documents relating to the above planning application and shall be glad to know whether you have any observations to offer on the proposal.

If no reply is received within 14 days, the application will be determined on the assumption that you do not desire to submit any observations.

For Director of Planning and Development

From: **Forward Planning**

Originator: Tony Roberts

To: DIRECTOR of PLANNING AND DEVELOPMENT . Date: 25 Oct. '00

PROPOSAL: **SUBSTITUTION OF HOUSE TYPES TO PLOTS 1 - 111 (AREA 6) AND INCREASE IN NUMBER OF DWELLINGS FROM 83 TO 111**

LOCATION: **Westbury Homes Land At Saxon Way Kirkby Knowsley L33 4DQ**

OBSERVATIONS Ref. No: 00/00602/FUL

No comments necessary; it is noted, however that the proposal will marginally increase the density of development, and this might be interpreted as helpful, i.e, in maximising the potential of greenfield sites.

DRAWING NO: SAXN2

MATERIALS AND FINISHES SCHEDULE

ISSUE DATE: 01/04/01

SAXON WAY AREA 6, PHASE 3

SHEET NO: 1

REVISION NO:	1
REVISION DATE:	01/18/01

PLOT				MAIN HOUSE MATERIALS								GARAGE					COLOURS						MISC			
PLOT NO.	HOUSE TYPE	YARN NO.	HANDLING	EXTERNAL WALL MATERIAL	HEAD AND CILL SOLDIERS	QUOINS/HERRINGBONE BWK	BRICKWORK BELOW DPC	CONTINOUS BRICK SOLDIERS	ROOF TILES	PORCH/LOW ROOF TILES	VERTICAL TILING	TYPE	PERSONAL DOOR	BRICK	ROOF TILE	CONTRASTING HIP/RIDGE	RENDER (IF APPLICABLE)	DOORS - FRONT	GARAGE DOORS	FACIAS AND BARGES	TUDOR BOARDS	R.W. GOODS	FRONT DOOR CANOPY	WINDOW STYLE	GARAGE DOOR TYPE	FRENCH DOORS
1	APPLEFORD	380	AS	C	E	E	C	-	G	J	-	-	-	-	-	-	N	U	-	P	-	O	-	S	Q	AA
2	ROCKLEY	380	AS	C	E	E	C	-	G	J	-	-	-	-	-	-	N	V	-	P	-	O	-	S	Q	AA
3	ROCKLEY	280	OP	C	E	E	C	-	G	J	-	-	-	-	-	-	-	V	-	P	-	O	-	S	Q	AA
4	APPLEFORD	280	OP	C	E	E	C	-	G	J	-	-	-	-	-	-	-	U	-	P	-	O	-	S	Q	AA
5	APPLEFORD	280	AS	C	E	E	C	-	G	J	-	-	-	-	-	-	N	U	-	P	-	O	-	S	Q	AA
6	ROCKLEY	280	AS	C	E	E	C	-	G	J	-	-	-	-	-	-	-	W	-	P	-	O	-	S	Q	AA
7	ROCKLEY	280	OP	C	E	E	C	-	G	J	-	-	-	-	-	-	-	W	-	P	-	O	-	S	Q	AA
8	APPLEFORD	280	OP	C	E	E	C	-	G	J	-	-	-	-	-	-	-	V	-	P	-	O	-	S	Q	AA
9	ROSEDALE	510	OP	C	E	E	C	-	G	J	-	13	-	C	G	-	-	U	U	P	-	O	-	S	Q	AA
10	ROSEDALE	200	AS	C	E	E	C	-	G	J	-	13	-	C	G	-	-	U	U	P	-	O	-	S	Q	AA
11	SHOREHAM	200	AS	A	E	-	A	-	H	K	-	1	-	A	H	-	-	W	W	P	-	O	-	S	Q	AA
12	ALFORD	380	AS	A	E	-	A	-	H	K	-	2	-	A	H	-	N	W	W	P	-	O	-	S	Q	AA
13	APPLEFORD	380	OP	A	E	E	A	-	H	K	-	1	-	A	H	-	N	U	U	P	-	O	-	S	Q	AA
14	SHOREHAM	200	OP	A	E	-	A	-	H	K	-	12	-	A	H	-	-	V	V	P	-	O	-	S	Q	AA
15	LAVENHAM	200	OP	B	E	-	B	-	G	J	-	-	-	-	-	-	-	U	-	P	-	O	-	S	Q	AA
16	SHOREHAM	300	OP	A	E	-	A	-	H	K	-	1	-	A	H	-	N	U	U	P	-	O	-	S	Q	AA
17	APPLEFORD	280	OP	A	E	E	A	-	H	K	-	2	-	A	H	-	-	W	W	P	-	O	-	S	Q	AA
18	ROCKLEY	280	OP	A	E	E	A	-	H	K	-	13	-	A	H	-	-	V	V	P	-	O	-	S	Q	AA
19	APPLEFORD	280	OP	A	E	E	A	-	H	K	-	13	-	A	H	-	-	V	V	P	-	O	-	S	Q	AA
20	ROCKLEY	280	OP	A	E	E	A	-	H	K	-	15	-	A	H	-	-	W	W	P	-	O	-	S	Q	AA
21	ROSEDALE	510	AS	A	E	E	A	-	H	K	-	2	-	A	H	-	-	V	V	P	-	O	-	S	Q	AA
22	APPLEFORD	280	AS	B	E	E	B	-	G	J	-	1	-	B	G	-	-	U	U	P	-	O	-	S	Q	AA
23	ALFORD	280	OP	B	E	-	B	-	G	J	-	1	-	B	G	-	-	W	W	P	-	O	-	S	Q	AA
24	ROSEDALE	510	OP	B	E	E	B	-	G	J	-	1	-	B	G	-	-	V	V	P	-	O	-	S	Q	AA
25	SHOREHAM	300	OP	C	E	-	C	-	G	J	-	6	-	C	G	-	N	U	U	P	-	O	-	S	Q	AA
26	APPLEFORD	280	OP	C	E	E	C	-	G	J	-	-	-	-	-	-	-	W	-	P	-	O	-	S	Q	AA
27	ROCKLEY	280	OP	C	E	E	C	-	G	J	-	-	-	-	-	-	-	U	-	P	-	O	-	S	Q	AA
28	ROCKLEY	280	AS	C	E	E	C	-	G	J	-	-	-	-	-	-	-	V	-	P	-	O	-	S	Q	AA
29	APPLEFORD	280	AS	C	E	E	C	-	G	J	-	13	-	C	G	-	-	V	V	P	-	O	-	S	Q	AA
30	APPLEFORD	280	OP	B	E	E	B	-	G	J	-	13	-	B	G	-	N	V	V	P	-	O	-	S	Q	AA
31	ROCKLEY	270	OP	B	E	E	B	-	G	J	-	-	-	-	-	-	-	U	-	P	-	O	-	S	Q	AA
32	ROCKLEY	280	OP	B	E	E	B	-	G	J	-	-	-	-	-	-	-	W	-	P	-	O	-	S	Q	AA
33	SHOREHAM	300	AS	C	E	-	C	-	G	J	-	13	-	C	G	-	N	U	U	P	-	O	-	S	Q	AA
34	SHOREHAM	200	OP	C	E	-	C	-	G	J	-	13	-	C	G	-	-	U	U	P	-	O	-	S	Q	AA
35	SHOREHAM	300	OP	A	E	-	A	-	H	K	-	2	-	A	H	-	N	V	V	P	-	O	-	S	Q	AA
36	APPLEFORD	380	AS	A	E	E	A	-	H	K	-	1	-	A	H	-	N	W	W	P	-	O	-	S	Q	AA

SPECIAL NOTES:

1. VERTICAL TILE HANGING TO HAVE SLATE GREY MOTIF & CLUB COURSE.
2. METER BOXES PAINTED TO MATCH BRICKWORK.

Westbury

KEY	
A	CARADALE CLIFTON BLEND
B	IBSTOCK WORSLEY WEATHERED
C	BAGGERIDGE SUNSET RED MULTI
D	
E	SMOOTH RED ENGINEERING
F	
G	RUSSEL GRAMPIAN MOCK BOND GREY
H	RUSSEL GRAMPIAN COTTAGE RED
I	
J	RUSSEL PLAIN SLATE GREY
K	RUSSEL PLAIN COTTAGE RED
L	
M	
N	SANDTEXT FINE BUILD - IVORY
O	POLYPIPE OGEE - BROWN
P	BERGER BROWN MAHOGANY STAIN
Q	METAL VERTICAL RIBBED UP & OVER
R	SOLAIR - GLOUCESTERSHIRE
S	WHITE CASEMENT UPVC WINDOWS
T	
U	WESTBURY BLUE - RAL 5022
V	SPRUCE GREEN
W	CHERRY RED
X	
Y	ALUMINIUM WHITE PATIO DOOR
Z	
AA	WHITE UPVC FRENCH DOOR
AB	
AC	
AD	

REVISIONS	
1	Bwk below dpc to be in facings
2	"
3	
4	
5	
6	

DRAWING NO: SAXN2

MATERIALS AND FINISHES SCHEDULE

ISSUE DATE: 01/04/01

SAXON WAY AREA 6, PHASE 3

SHEET NO: 2

REVISION NO:	1
REVISION DATE:	01/18/01

PLOT				MAIN HOUSE MATERIALS								GARAGE					COLOURS						MISC			
PLOT NO.	HOUSE TYPE	VARN NO.	HANDLING	EXTERNAL WALL MATERIAL	HEAD AND CILL SOLDIERS	QUOINS/HERRINGBONE BWK	BRICKWORK BELOW DPC	CONTINOUS BRICK SOLDIERS	ROOF TILES	PORCH/LOW ROOF TILES	VERTICAL TILING	TYPE	PERSONAL DOOR	BRICK	ROOF TILE	CONTRASTING HIP/RIDGE	RENDER (IF APPLICABLE)	DOORS - FRONT	GARAGE DOORS	FACIAS AND BARGES	TUDOR BOARDS	R.W. GOODS	FRONT DOOR CANOPY	WINDOW STYLE	GARAGE DOOR TYPE	FRENCH DOORS
37	ROCKLEY	380	AS	A	E	E	A	-	H	K	-	1	-	A	H	-	N	W	W	P	-	O	-	S	Q	AA
38	APPLEFORD	280	AS	A	E	E	A	-	H	K	-	15	-	A	H	-	-	U	U	P	-	O	-	S	Q	AA
39	ROCKLEY	280	AS	A	E	E	A	-	H	K	-	15	-	A	H	-	-	W	W	P	-	O	-	S	Q	AA
40	APPLEFORD	280	AS	C	E	E	C	-	G	J	-	15	-	C	G	-	-	V	V	P	-	O	-	S	Q	AA
41	ROCKLEY	280	AS	C	E	E	C	-	G	J	-	15	-	C	G	-	-	V	V	P	-	O	-	S	Q	AA
42	ROCKLEY	280	OP		E	E		-	G	J	-	15	-	C	G	-	-	W	W	P	-	O	-	S	Q	AA
43	APPLEFORD	280	OP	C	E	E	C	-	G	J	-	19	-	C	G	-	-	U	U	P	-	O	-	S	Q	AA
44	ROCKLEY	380	OP	C	E	E	C	-	G	J	-	19	-	C	G	-	N	U	U	P	-	O	-	S	Q	AA
45	APPLEFORD	380	OP	C	E	E	C	-	G	J	-	19	-	C	G	-	N	V	V	P	-	O	-	S	Q	AA
46	SHOREHAM	200	OP	C	E	-	C	-	G	J	-	19	-	C	G	-	-	V	V	P	-	O	-	S	Q	AA
47	APPLEFORD	280	AS	B	E	E	B	-	G	J	-	-	-	B	G	-	-	W	-	P	-	O	-	S	Q	AA
48	ROCKLEY	280	AS	B	E	E	B	-	G	J	-	-	-	B	G	-	-	W	-	P	-	O	-	S	Q	AA
49	ROCKLEY	280	OP	B	E	E	B	-	G	J	-	-	-	B	G	-	-	V	-	P	-	O	-	S	Q	AA
50	APPLEFORD	280	OP	B	E	E	B	-	G	J	-	-	-	B	G	-	-	U	-	P	-	O	-	S	Q	AA
51	ALFORD	380	AS	A	E	-	A	-	H	K	-	-	-	A	H	-	N	V	-	P	-	O	-	S	Q	AA
52	APPLEFORD	380	OP	A	E	-	A	-	H	K	-	-	-	A	H	-	N	U	-	P	-	O	-	S	Q	AA
53	APPLEFORD	280	AS	A	E	E	A	-	H	K	-	-	-	A	H	-	-	W	-	P	-	O	-	S	Q	AA
53A	ROCKLEY	280	AS	A	E	E	A	-	H	K	-	1	-	A	H	-	N	W	W	P	-	O	-	S	Q	AA
54	ROCKLEY	280	AS	B	E	E	B	-	G	J	-	-	-	B	G	-	-	V	-	P	-	O	-	S	Q	AA
55	ROCKLEY	280	OP	B	E	E	B	-	G	J	-	1	-	B	G	-	-	W	W	P	-	O	-	S	Q	AA
56	ROCKLEY	280	AS	B	E	E	B	-	G	J	-	-	-	B	G	-	-	U	-	P	-	O	-	S	Q	AA
57	APPLEFORD	280	OP	B	E	E	B	-	G	J	-	1	-	B	G	-	-	V	V	P	-	O	-	S	Q	AA
58	ROSEDALE	300	OP	A	E	E	A	-	H	K	-	15	-	A	H	-	N	W	W	P	-	O	-	S	Q	AA
59	APPLETON	280	AS	A	E	E	A	-	H	K	-	15	-	A	H	-	-	W	W	P	-	O	-	S	Q	AA
60	ROCKLEY	270	AS	A	E	E	A	-	H	K	-	15	-	A	H	-	-	W	W	P	-	O	-	S	Q	AA
61	ROCKLEY	280	AS	A	E	-	A	-	H	K	-	13	-	A	H	-	-	U	U	P	-	O	-	S	Q	AA
62	ROCKLEY	280	OP	A	E	E	A	-	H	K	-	1	-	A	H	-	-	U	U	P	-	O	-	S	Q	AA
63	APPLEFORD	280	OP	A	E	E	A	-	H	K	-	13	-	A	H	-	-	U	U	P	-	O	-	S	Q	AA
64	ALFORD	280	OP	A	E	-	A	-	G	J	-	15	-	C	G	-	-	W	W	P	-	O	-	S	Q	AA
65	ALFORD	280	AS	C	E	-	C	-	G	J	-	15	-	C	G	-	-	W	W	P	-	O	-	S	Q	AA
66	ALFORD	280	AS	B	E	-	B	-	G	J	-	1	-	B	G	-	-	V	V	P	-	O	-	S	Q	AA
67	APPLETON	280	OP	B	E	E	B	-	G	J	-	1	-	B	G	-	-	V	V	P	-	O	-	S	Q	AA
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70	ROCKLEY	380	AS	A	E	E	A	-	H	K	-	-	-	A	H	-	N	W	-	P	-	O	-	S	Q	AA
71	ROCKLEY	380	OP	A	E	E	A	-	H	K	-	-	-	A	H	-	N	W	-	P	-	O	-	S	Q	AA
72	APPLEFORD	380	OP	A	E	E	A	-	H	K	-	13	-	A	H	-	N	U	U	P	-	O	-	S	Q	AA

SPECIAL NOTES:

1. VERTICAL TILE HANGING TO HAVE SLATE GREY MOTIF & CLUB COURSE.
2. METER BOXES PAINTED TO MATCH BRICKWORK.

KEY	
	Westbury
A	CARADALE CLIFTON BLEND
B	IBSTOCK WORSLEY WEATHERED
C	BAGGERIDGE SUNSET RED MULTI
D	
E	SMOOTH RED ENGINEERING
F	
G	RUSSEL GRAMPIAN MOCK BOND GREY
H	RUSSEL GRAMPIAN COTTAGE RED
I	
J	RUSSEL PLAIN SLATE GREY
K	RUSSEL PLAIN COTTAGE RED
L	
M	
N	SANDTEXT FINE BUILD - IVORY
O	POLYPIPE OGEE - BROWN
P	BERGER BROWN MAHOGANY STAIN
Q	METAL VERTICAL RIBBED UP & OVER
R	SOLAIR - GLOUCESTERSHIRE
S	WHITE CASEMENT UPVC WINDOWS
T	
U	WESTBURY BLUE - RAL 5022
V	SPRUCE GREEN
W	CHERRY RED
X	
Y	ALUMINIUM WHITE PATIO DOOR
Z	
AA	WHITE UPVC FRENCH DOOR
AB	
AC	
AD	

REVISIONS	
7	Bwk below dpc to be in facings
8	*
9	
10	
11	
12	

DRAWING NO: SAXN2

MATERIALS AND FINISHES SCHEDULE

ISSUE DATE: 01/04/01

SAXON WAY AREA 6, PHASE 3

SHEET NO: 3

REVISION NO:	1
REVISION DATE:	01/18/01

PLOT				MAIN HOUSE MATERIALS								GARAGE					COLOURS						MISC			
PLOT NO.	HOUSE TYPE	VARN NO.	HANDLING	EXTERNAL WALL MATERIAL	HEAD AND CILL SOLDIERS	QUOINS/HERRINGBONE BWK	BRICKWORK BELOW DPC	CONTINOUS BRICK SOLDIERS	ROOF TILES	PORCH/LOW ROOF TILES	VERTICAL TILING	TYPE	PERSONAL DOOR	BRICK	ROOF TILE	CONTRASTING HIP/RIDGE	RENDER (IF APPLICABLE)	DOORS - FRONT	GARAGE DOORS	FACIAS AND BARGES	TUDOR BOARDS	R.W. GOODS	FRONT DOOR CANOPY	WINDOW STYLE	GARAGE DOOR TYPE	FRENCH DOORS
73	ROSEDALE	510	OP	A	E	E	A	-	H	K	-	13	-	A	H	-	N	U	U	P	-	O	-	S	Q	AA
74	APPLEFORD	280	AS	C	E	E	C	-	G	J	-	2	-	C	G	-	N	W	W	P	-	O	-	S	Q	AA
75	ALFORD	280	OP	C	E	-	C	-	G	J	-	2	-	C	G	-	-	U	U	P	-	O	-	S	Q	AA
76	ROSEDALE	510	OP	A	E	E	A	-	H	K	-	1	-	A	G	-	-	V	V	P	-	O	-	S	Q	AA
77	ALFORD	280	AS	C	E	-	C	-	G	J	-	15	-	C	G	-	N	W	W	P	-	O	-	S	Q	AA
78	ALFORD	380	OP	A	E	-	A	-	H	K	-	1	-	A	H	-	N	V	V	P	-	O	-	S	Q	AA
79	APPLEFORD	380	AS	A	E	E	A	-	H	K	-	1	-	A	H	-	N	U	U	P	-	O	-	S	Q	AA
80	APPLEFORD	280	AS	C	E	E	C	-	G	J	-	2	-	C	G	-	-	U	U	P	-	O	-	S	Q	AA
81	ROCKLEY	280	AS	C	E	E	C	-	G	J	-	-	-	C	G	-	-	W	-	P	-	O	-	S	Q	AA
82	ROCKLEY	280	OP	C	E	E	C	-	G	J	-	-	-	C	G	-	-	V	-	P	-	O	-	S	Q	AA
83	APPLEFORD	280	OP	C	E	E	C	-	G	J	-	1	-	C	G	-	-	U	U	P	-	O	-	S	Q	AA
84	APPLEFORD	280	AS	B	E	E	B	-	G	J	-	1	-	B	G	-	N	W	W	P	-	O	-	S	Q	AA
85	ROCKLEY	280	AS	B	E	E	B	-	G	J	-	-	-	B	G	-	N	V	-	P	-	O	-	S	Q	AA
86	ROCKLEY	280	OP	B	E	E	B	-	G	J	-	-	-	B	G	-	-	V	-	P	-	O	-	S	Q	AA
87	APPLEFORD	280	OP	B	E	E	B	-	G	J	-	13	-	B	G	-	-	U	U	P	-	O	-	S	Q	AA
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89	ALFORD	280	AS	C	E	-	C	-	G	J	-	1	-	C	G	-	-	W	W	P	-	O	-	S	Q	AA
90	APPLEFORD	280	OP	C	E	E	C	-	G	J	-	13	-	C	G	-	-	V	V	P	-	O	-	S	Q	AA
91	APPLEFORD	280	AS	C	E	E	C	-	G	J	-	13	-	C	G	-	-	V	V	P	-	O	-	S	Q	AA
92	ALFORD	280	OP	C	E	-	C	-	G	J	-	13	-	C	G	-	-	W	W	P	-	O	-	S	Q	AA
93	ALFORD	280	AS	C	E	-	C	-	G	J	-	13	-	C	G	-	-	W	W	P	-	O	-	S	Q	AA
94	ALFORD	280	OP	C	E	-	C	-	G	J	-	13	-	C	G	-	-	U	U	P	-	O	-	S	Q	AA
95	APPLEFORD	380	AS	C	E	E	C	-	G	J	-	13	-	C	G	-	N	U	U	P	-	O	-	S	Q	AA
96	ROCKLEY	380	AS	C	E	E	C	-	G	J	-	-	-	C	G	-	N	W	-	P	-	O	-	S	Q	AA
97	ROCKLEY	380	OP	C	E	E	C	-	G	J	-	-	-	B	G	-	N	U	-	P	-	O	-	S	Q	AA
98	APPLEFORD	380	OP	C	E	E	C	-	G	J	-	13	-	B	G	-	-	V	V	P	-	O	-	S	Q	AA
99	APPLEFORD	280	AS	B	E	E	B	-	G	J	-	13	-	B	G	-	-	V	V	P	-	O	-	S	Q	AA
100	ROCKLEY	280	AS	B	E	E	B	-	G	J	-	-	-	B	G	-	-	W	-	P	-	O	-	S	Q	AA
101	ROCKLEY	280	OP	B	E	E	B	-	G	J	-	-	-	B	G	-	-	U	-	P	-	O	-	S	Q	AA
102	APPLEFORD	280	OP	B	E	E	B	-	G	J	-	13	-	B	G	-	-	W	W	P	-	O	-	S	Q	AA
103	APPLEFORD	280	AS	B	E	E	B	-	G	J	-	13	-	B	G	-	-	W	W	P	-	O	-	S	Q	AA
104	ROCKLEY	270	AS	B	E	E	B	-	G	J	-	-	-	B	G	-	-	U	-	P	-	O	-	S	Q	AA
105	ROCKLEY	280	AS	B	E	E	B	-	G	J	-	13	-	B	G	-	-	V	V	P	-	O	-	S	Q	AA
106	APPLEFORD	280	AS	C	E	E	C	-	G	J	-	14	-	C	G	-	-	U	U	P	-	O	-	S	Q	AA
107	ROCKLEY	270	AS	C	E	E	C	-	G	J	-	14	-	C	G	-	-	U	U	P	-	O	-	S	Q	AA
108	ROCKLEY	270	OP	C	E	E	C	-	G	J	-	15	-	C	G	-	-	W	W	P	-	O	-	S	Q	AA

SPECIAL NOTES:

1. VERTICAL TILE HANGING TO HAVE SLATE GREY MOTIF & CLUB COURSE.
2. METER BOXES PAINTED TO MATCH BRICKWORK.

Westbury

KEY	
A	CARADALE CLIFTON BLEND
B	IBSTOCK WORSLEY WEATHERED
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DRAWING NO: SAXN2

MATERIALS AND FINISHES SCHEDULE

ISSUE DATE: 01/04/01

SAXON WAY AREA 6, PHASE 3

SHEET NO: 4

REVISION NO:	1
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PLOT				MAIN HOUSE MATERIALS								GARAGE					COLOURS						MISC			
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109	APPLEFORD	280	OP	C	E	E	C	-	G	J	-	15	-	C	G	-	N	W	-	P	-	O	-	S	Q	AA
110	SHOREHAM	200	OP	A	E	-	A	-	H	K	-	15	-	A	H	-	N	W	-	P	-	O	-	S	Q	AA
111	SHOREHAM	300	OP	A	E	-	A	-	H	K	-	2	-	A	H	-	N	U	-	P	-	O	-	S	Q	AA

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METROPOLITAN BOROUGH OF KNOWSLEY

TOWN AND COUNTRY PLANNING ACT 1990

PLANNING PERMISSION

Application No: 00/00602/FUL
Date of Receipt: 15.09.2000
Date Valid: 14.12.2000

Name and address of applicant
Westbury Homes Ltd (NW)
Westbury House
Crofts Bank Road
Urmston
M41 OJS

Name and address of agent

Address or location of development
Westbury Homes Land At Saxon Way Kirkby Knowsley L33 4DQ

Nature and particulars of application
SUBSTITUTION OF HOUSE TYPES TO PLOTS 1 - 111 (AREA 6) AND INCREASE IN NUMBER OF DWELLINGS FROM 83 TO 111

The Council of the Metropolitan Borough of Knowsley hereby give notice in pursuance of the above Act(s) that Planning Permission has been granted for the carrying out of the development referred to above in accordance with the application and plans submitted subject to the following condition(s):

1. The development must be begun not later than the expiration of five 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.

2. The development hereby permitted shall be carried out only in accordance with the amended plan, referenced drawing no. EL-232-00-01E, received on 14 December 2000, which indicates site layout.

   Reason: For the avoidance of doubt and to accord with the terms of the application as amended in the interest of highway safety and in accordance with Policy H3 of the Knowsley Unitary Development Plan, adopted June 1998.

3. No part of the development hereby granted permission shall be commenced until the approval of the Local Planning Authority has been obtained for the detailed design of a scheme to provide the satisfactory disposal of surface water run-off from the development; and such scheme as approved shall be carried out before the proposed development is first brought into use.

   Reason: To ensure that surface water run-off from the development will not adversely affect nearby land by reason of flooding and in accordance with Policy En2 of the Knowsley Unitary Development Plan, adopted June 1998.

4. No part of the proposed development hereby permitted shall be commenced until details of the relative height of the ground floors of the proposed buildings have been submitted to and approved in writing by the Local Planning Authority.

   Reason: In the interests of the amenity of neighbouring occupiers and visual amenity and in accordance with Policy H3 of the Knowsley Unitary Development Plan, adopted June 1998.

5. No phase of the development hereby permitted shall be commenced until a schedule of external facing materials, including brickwork and roofing materials, and the plots to which they relate within that phase has been submitted

to and approved in writing by the Local Planning Authority. The development shall be carried out using only the agreed materials.

Reason: In the interests of visual amenity.

6. Notwithstanding the boundary treatment details submitted on drawing no. EL-232-00-01E, received 14 December 2000, the development hereby permitted shall not be commenced until a detailed landscaping scheme has been submitted to and approved in writing by the Local Planning Authority. The scheme shall be submitted at a scale of 1:200 and shall include the following:-

   a. the exact location and species of all existing trees and other planting to be retained;

   b. all proposals for new planting and turfing indicating the location, arrangement, species, sizes, specifications, numbers and planting densities per sq m of all new planting;

   c. an outline specification for ground preparation;

   d. all proposed boundary treatments, with supporting elevations and construction details;

   e. all proposed hard landscape elements and pavings, including layout, materials and colours;

   f. the proposed arrangements and specifications for initial establishment maintenance and longer term maintenance of all planted and/or turfed areas.

   g. a programme for implementation for the landscaping which, in the case of a phased development, should include the completion of landscaping within each phase within the first available planting season following the substantial completion of residential development within the phase to which the landscaping relates.

   The scheme(s) shall be wholly implemented in its/their finally approved form in accordance with the agreed programme. Any tree or other planting which is lost, felled, removed, becomes diseased, or is substantially damaged within a period of five years thereafter shall be replaced in kind during the first available planting season following the date of loss or damage.

   Reason: In the interests of visual amenity.

7. Notwithstanding the provisions of Part 2 of Schedule 2 to the Town and Country Planning IGeneral Permitted Development) Order 1995 (or any Order Revoking and Re-enacting that Order) no gate, wall, fence or other means of enclosure shall be erected between the front or side wall of any dwelling and the boundary of any highway adjoining the curtilage of that dwelling or the boundary with any open space (other than walls, fences or other means of enclosure submitted to and in accordance with Condition 5) without any further specific planning permission having been sought and obtained beforehand.

   Reason: To safeguard the character of this residential development and in accordance with Policy H16 of the Knowsley Unitary Development Plan, adopted June 1998.

8. Notwithstanding the provisions of Part 1 of Schedule 2 of the Town and Country Planning Act (General Permitted Development) Order 1995 (or any Order revoking and renacting that Order) no building, extension or structure shall be erected or placed within the curtilage of the dwelling hereby permitted, other than the garages shown within the curtilage of the dwellings shown on drawing no. EL-232-00-01E, received 14 December 2000, without a further specific planning permission having been sought and obtained beforehand.

   Reason: To safeguard the character of this residential development.

9. The exact positioning of the garages to Plot No's 106-110 inclusive within the joint garages hereby permitted, shall be submitted to and approved in writing by the Local Planning Authority, prior to the development hereby permitted commencing.

Reason: In the interest of residential amenity.

Graham Smith

Director Of Planning And Development

Date:19.01.2001

MUNICIPAL BUILDINGS
ARCHWAY ROAD
HUYTON, MERSEYSIDE L36 9FB

Note: This permission refers only to that required under the Town and Country Planning Acts and does not include any consent or approval under any other enactment, bylaw, order or regulation.
This permission refers only to those plans submitted as part of the Planning Application a copy of which is retained by the Local Planning Authority. The Local Planning Authority should be contacted in writing if it is proposed to amend these plans in any way as a further permission, may be required.

Notes:

(1) If the applicant is aggrieved by the decision of the local planning authority to refuse permission or approval for the proposed development, or to grant permission or approval subject to condition, he may appeal to the Secretary of State for the Environment in accordance with section 78 of the Town and Country Planning Act 1990 within six months of the date of this notice. (Appeals must be made on a form, which is obtainable from the Department of the Environment). See address below. The Secretary of State has power to allow a longer period for the giving of a notice of appeal but he will not normally be prepared to exercise this power unless there are special circumstances, which excuse the delay in giving notice of appeal. The Secretary of State is not required to entertain an appeal if it appears to him that permission for the proposed development could not have been granted by the local planning authority, or could not have been so granted otherwise than subject to the conditions imposed by them, having regard to the statutory requirements, to the provisions of the development order, and to any directions given under the order. He does not in practice refuse to entertain appeals solely because the decision of the local planning/authority was based on a direction given by him.

(2) If permission to develop land is refused or granted subject to conditions, whether by the local planning authority or by the secretary of state for the Environment, and the owner of the land claims that the land has become incapable of reasonably beneficial use in its existing state and cannot be rendered capable of reasonably beneficial use by the carrying out of any development which has been or would be permitted he may serve on the Council of the district in which the land is situated a purchase notice requiring that council to purchase his interest in the land in accordance with the provisions of Part VI of the Town and Country Planning Act 1990.

(3) In certain circumstances, a claim may be made against the local planning authority for compensation, where permission is refused or granted subject to conditions by the Secretary of State on appeal or on reference of the application to him. The circumstances in which such compensation is payable are set out in section 114 of the Town and country Planning Act 1990.

Department of the Environment, Tollgate House, Houlton Street, Bristol, BS2 9DJ.

Westbury Homes (Holdings) Ltd Westbury House Crofts Bank Road Urmston Manchester M41 OJS
Tel 0161 747 6656 Fax 0161 748 5422

Westbury

01/66

- 1)Five years/Discharged
- 2) Amended/Discharged
- 3)) External Materials schedule inc/samples also inc
- 4)Entrance wall details. Plans, elevations and materials inc

03/01212/FUL

- 1) Five years/Discharged
- 2) Eng Layout inc
- 3)Sales have been issued with the planning permission for conditions 3-4, works completed and as Layout inc
- 4) Sales have been issued with the planning permission for conditions 3-4, works completed and as Layout inc
- 5)External Fencing drawings and external building samples inc/Materials schedule included

I trust the above to acceptable but if you require any further information please do not hesitate to contact the undersigned.

Regards,

James Anderson
Architectural Asst/ Layout Designer

PRECIS OF AN AGREEMENT PURSUANT TO SECTION 104 OF THE WATER INDUSTRY ACT 1991

Relating to the construction of sewers on the Littledale (Area 6) Saxon Way Kirkby development

Agreement date: 3rd April 2002

PARTIES:

1 Westbury Homes (Holdings) Limited ("the Developer")

2 National House Building Council ("the Surety")

3 Knowsley Metropolitan Borough Council acting on behalf of United Utilities Water Plc ("the Water Authority")

The Agreement provides that:-

1 The Developer will complete the construction of the gravity sewers manholes outfall sewers rising mains and accessories together with any associated pump stations, valve chambers and balancing facilities ("the Works") in accordance with agreed plans and specifications and within the timescale provided to the satisfaction of the Water Authority's engineer

2 The Developer's obligations include:-

2.1 obtaining any necessary discharge consents

2.2 a restriction on building over any part of the Works or within 3 metres of the centre line of any sewer or obstructing access to the Works

2.3 a requirement to transfer any pump station and to enter into any easements required by the Water Authority in respect of the Works

3 Once the Works have been completed the Water Authority will issue a provisional certificate but the Developer shall remain responsible for the sewers for a period of at least 12 months. At the end of this maintenance period, subject to the engineer being satisfied, the Water Authority will make a declaration vesting the Works in the Water Authority and the Developer shall cease to have any liability for their repair

4 The Surety will guarantee to cover the cost of any work outstanding to the Works in the event of the Developer's default or insolvency to a maximum of £9,573.55

We certify that the above is a true precis of the terms of the Agreement relating to plots 400-512 at Littledale (Area 6) constructed or to be constructed by the Developer

.....

Davies and Partners - Solicitors for the Developer
Rowan House Barnett Way Barnwood Gloucester
24 April 2002

f:\admin\A104

00776/02

DATED 3rd. April 2002

with the concurrence of

00/00602/FUL
Rec'd 11.3.04
Cond 3

WESTBURY HOMES (HOLDINGS) LIMITED

Developer

and

KNOWSLEY METROPOLITAN BOROUGH COUNCIL

AGREEMENT

Under Section 104 of the Water Industry Act 1991
relating to sewers at

Saxon Way, Area 6, off Shevingtons Lane, Kirkby

in the County of Merseyside

Knowsley Council

J E ORCHARD LLB (Hons)
Solicitor
Director of Corporate & Customer Services

THIS AGREEMENT is made the 3rd. day of April Two Thousand and ~~One~~ Two BETWEEN WESTBURY HOMES (HOLDINGS) LIMITED of Westbury House, 30 Crofts Bank Road, Urmston, Manchester M41 OJS (hereinafter called 'the Developer') of the first part and NATIONAL HOUSE BUILDING COUNCIL (hereinafter called 'the Surety') of the second part and KNOWSLEY METROPOLITAN BOROUGH COUNCIL (hereinafter called 'the Council') acting on behalf of UNITED UTILITIES WATER PLC (hereinafter called 'the Undertaker') of the third part

WHEREAS

Recital

(1) In pursuance of arrangements by virtue of Section 97 of the 1991 Act the Council is exercising the powers and discharging the functions of the Undertaker under Section 104 of that Act within the district of the Council

(2) The Developer is seised for an estate in fee simple of certain lands hereinafter described (which lands are hereinafter referred to as 'the green land') and proposes to undertake certain development in relation to the same including the construction of sewers (as defined in clause 2(e) of this Agreement) to serve the said development and which sewers he proposes should become vested in the Undertaker as public sewers and maintainable at pubic expense

(3) The Developer has in the Site sufficient rights to enable the Works (as defined in clause 2(f) of this Agreement) to be carried out therein and to permit the use repair maintenance and discharge from the same prior to the vesting declaration referred to in clause 12(1) of the Schedule to this Agreement (and hereinafter referred to as 'the Schedule') and to enable a valid

and effectual declaration to be made under such clause and which rights are capable of transfer to the Undertaker without any payment therefor

(4) The Surety (if a party to the Agreement) has agreed at the request of the Developer to be party hereto in manner hereinafter appearing

Agreement

IN PURSUANCE of Section 104 of the 1991 Act and all other powers the parties hereto enabling THIS AGREEMENT which (re-construction or amalgamation of the Developer excepted) is personal to the parties hereto WITNESSETH as follows:

1. The provisions in the Schedule shall apply in respect of the Works and all other matters therein contained as though the same had been set out in extenso in this part of this Agreement but incorporating the provisions of clauses 2 and 3 below

2. (a) 'The green land' referred to in recital (2) hereof refers to certain land situate at Saxon Way, Area 6, off Shevingtons Lane, Kirkby in the area of the Council and which lands are shown edged with green on the site plan annexed hereto

(b) The 'yellow land' shall be that (referred to in clause 20(1)(c) of the Schedule) through which easements are required

(c) 'The Site' shall comprise the green land and other land and places (if any) on under in or through which the Works are proposed to be executed

Agreement cont.

(d) 'The Drawings' shall mean (subject however to the provisions of clause 2 of the Schedule and in particular paragraph (e) of such clause) those plans drawings calculations and other design or working documents relating to the carrying out of the Works or any part or parts thereof as were required by the Council and are annexed hereto and comprise:- EL/220/02/60 (Existing Site Survey), EL/220/02/61 Rev C (Drainage Layout), EL/220/02/62 Rev C (Longitudinal Section, 1 of 2) EL/220/02/63, Rev B (Longitudinal Section, 2 of 2), EL/220/02/64, Rev A (drainage Construction Details, 1 of 3) EL/220/02/65 Rev A (Drainage Construction Details, 2 of 3) EL/220/02/66, Rev A (Drainage Construction Details, 3 of 3), ED/220/02/74 Rev B (Manhole Schedule, 1 of 2), ED/200/02/75 Rev B (Manhole Schedule, 2 of 2)

(e) 'The Sewer' includes not only gravity sewers but also manholes outfall sewers rising mains and accessories

(f) 'The Works' refers to adoptable works being sewers (as defined above) pumping stations and accessories such as valve chambers overflow chambers outfall structures and (where appropriate) balancing facilities

(g) 'The Engineer' means such offer as may be designated by the Council or the representative of such Council officer or at any time when no arrangements under the said section 97 or otherwise are in operation the appropriate officer of the Undertaker or his representative

(h) 'The 1991 Act' shall mean the Water Industry Act 1991

3. The provisions of the Schedule shall be completed and construed in the following manner:

(a) the period in clause 5 (Period of Construction) shall be 36 months

(b) the financial limit within paragraph (1) of clause 16 (Obligation of Surety) shall be NINE THOUSAND FIVE HUNDRED AND SEVENTY THREE POUNDS AND FIFTY FIVE PENCE (£9,573.55)

Agreement cont.

(c) the address to which notice to the Council shall be sent (as specified in clause 18 (Notices)) shall be Department of Planning and Development, Yorkon Building, Archway Road, Huyton, Knowsley, Merseyside, L36 9UX.

(d) the fee specified in Clause 19(ii) which is payable immediately after the Engineer carries out a first inspection of the Works or any part thereof shall be TWO THOUSAND THREE HUNDRED AND NINETY THREE POUNDS AND THIRTY NINE PENCE (£2,393.39)

(e) references in the Schedule to recitals shall refer to the recitals contained in clauses (1) to (4) of this Agreement

(f) references to gender include either gender or a corporate identity and the singular includes the plural

EXECUTED by the parties hereto as a Deed but not delivered until the day and year first before written

THE SCHEDULE

(being provisions applicable to this Agreement)

Construction of Works

1. IF the Developer proceeds with the Works he shall at his own expense properly construct and complete them in accordance with the Drawings the Civil Engineering Specification (shown at part 4 of the Fourth Edition of "Sewers for Adoption") the Undertaker's safety policy and a mechanical and electrical specification (if any) provided by the Undertaker (hereinafter together referred to as "the Specification") (and which Drawings and Specification shall be deemed to be part of this Agreement) or as varied by virtue of the powers contained in clause 2 hereof and the statutory provisions for the time being relating to new sewers and to the reasonable satisfaction of the Engineer in the positions and to the extent shown within the Drawings and

thereon indicated by lines and symbols as to foul and surface water sewers in accordance with Appendix VI of the said Edition of 'Sewers for Adoption'

Minor Variations

2. WITHOUT prejudice to clause 1 hereof the Engineer may at the request of the Developer at his own discretion give permission (which permission shall not be unreasonably withheld) to the Developer to construct the Works or some part or parts of the same otherwise than in strict conformity with the Drawings but subject to the following conditions:

(a) the request by the Developer (accompanied by such drawings as the Engineer may require) shall be made and the permission of the Engineer given (if at all) in writing provided however that if the Engineer shall consider it necessary to give oral permission he shall confirm such permission in writing as soon as is reasonable in the circumstances

(b) without prejudice to the provisions of paragraph (a) above the Developer will not in the execution of the Works make any variation from the Drawings without such written permission first having been obtained

(c) if the Developer shall prior to vesting by virtue of clause 12 hereof desire to make connection to that part of the Works which shall be a sewer otherwise than by planned connections as shown in the Drawings he shall give reasonable notice of such desire to the Engineer and shall supply such details as the Engineer shall require (unless the same shall have been previously agreed) as to materials and mode of construction when:

(i) the consent of the Engineer shall not be unreasonably withheld or delayed and

(ii) the said details (whenever supplied) shall form part of the Drawings

PROVIDED however that after such consent has (if at all) been given then the Developer may at his absolute discretion either

(1) himself undertake the desired connection and any ancillary works but subject to the supervision of the Engineer and will (in addition to all other costs of supervision payable by virtue of this Agreement) pay to the Council the cost as certified by the Council of such supervision

or

(2) request the Council to undertake the desired connection and any ancillary works and reimburse the Council with the cost incurred by the Council of its undertaking such works as certified by the Council

(d) nothing contained within this clause shall permit or authorise any breach of the Specification

(e) where the context of this Agreement so requires the term 'the Works' shall include any amended extra or substituted works as permitted by the Engineer by virtue of this clause and for the purposes of clause 1 12(1) (ii) and 20(1)(c) of this Schedule any drawings submitted to the Engineer in pursuance of sub-clause (a) of this clause

and upon which drawings the Engineer gives his permission by virtue of this clause shall be deemed to be included in the term 'the Drawings' notwithstanding that the same shall not have been referred to in clause 2(d) of this Agreement

(f) the granting of any permission by the Engineer by virtue of this clause shall not in any way prejudice any rights of the Council or the Undertaker against the Developer or the Surety in respect of any breach or non-observance of any part of this Agreement but the duties and obligations of the Surety shall apply in respect of the Works as varied as they apply to the Works as shown within the Drawings referred to in clause 2(d) of this Agreement

Consents to discharge

3.(1) In the case of a discharge from any part of the Works to controlled waters as defined by the Water Resources Act 1991 the Developer shall before the commencement of any Works make application for and obtain any necessary consent to such discharge from the pollution control authority and the land drainage authority and comply with the conditions relating to those consents PROVIDED however that the Developer shall not agree to conditions without the prior approval of the Undertaker (which approval shall not be unreasonably withheld or delayed) and shall if so agreed with the Undertaker appeal against the same or any of them within the period provided within the said Act for the lodging of an appeal

(2) In the event that any part of the Works is intended to discharge into any waterway which is owned by or comprises part of the undertaking of a navigation authority (as defined in the 1991 Act) (otherwise than a natural watercourse and whether the same is navigable or not) the Developer shall before the commencement of any of the Works which would drain to such waterway obtain the consent of the navigation authority to such discharge but

shall not agree to any conditions relative to such consent without the prior approval of the Undertaker (and which approval shall not be unreasonably withheld or delayed)

(3) In the case of a discharge to an estuary or coastal waters the Developer shall before the commencement of any of the Works obtain requisite approvals

Notice of Commence-ment

4. THE Developer shall notify the Engineer in writing of the date on which he intends to commence the Works or any part or parts thereof and shall submit to the Engineer for inspection such plans drawings and other design or working documents not previously submitted to him and which relate to the carrying out of the Works as the Engineer may require

Period of Construction

5. THE Developer shall construct and complete the Works within the period specified in paragraph (a) of clause 3 of this Agreement (unless the Engineer shall in writing agree to an extension of that period) such period commencing as at the date hereof and all parts of the Works including all outfalls and all connections to existing public sewers shall be completed and in working order before any foul or surface water drainage is discharged from any building or property served by the Works

Building - Over

6. UNTIL such time as the Works shall have become vested in the Undertaker as hereinafter provided the Developer shall ensure that no building or structure is erected over any part of the Works or on or over land within three metres (or such greater distance as may for a particular sewer be reasonably specified by the Engineer) measured horizontally from the centreline of any sewer without the written consent of the Undertaker nor that access thereto on foot and with any necessary vehicles plant or equipment is obstructed but this clause shall not prohibit the erection of plot boundary walls or fences roads and footpaths drives or paths if the same shall be shown on the

(when so requested by the Undertaker or the Council) to effect the registration of such notice

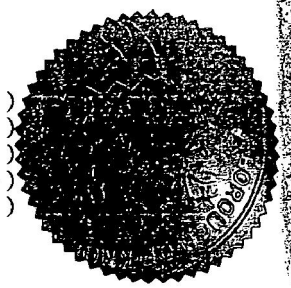
Interpretation

21.(1) THE interpretation Act 1978 shall apply for the interpretation of this Agreement as it applied for the interpretation of an Act of Parliament

(2) NOTHING in this Agreement shall in any way prejudice or exclude the exercise by the Undertaker of any of its statutory or common law rights and powers arising otherwise than by virtue of this Agreement

(3) IN the event of the Council ceasing to act on behalf of the Undertaker for the purposes of Section 104 of the 1991 Act pursuant to arrangements by virtue of Section 97 of the 1991 Act any reference in this Agreement to the Council shall be deemed to be a reference to the Undertaker

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

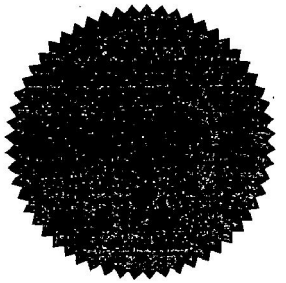


Sean No: 22476

Authorised Signatory

(Min.1003 1979/80)

(If a company) THE COMMON SEAL of WESTBURY)
HOMES (HOLDINGS) LIMITED)
(the Developer) was hereunto affixed)
in the presence of:-)



~~Director~~ AUTHORISED SIGNATORY

~~Director/Secretary~~

(if a party to the Agreement) THE COMMON SEAL of NATIONAL)
HOUSE BUILDING COUNCIL)
_____)
(the Surety) was hereunto affixed)
in the presence of:-)

~~Director~~

S. BRIANT
AUTHORISED
SIGNATORY

~~Director/Secretary~~

00/00602/FUL
Recd 11.3.04
Cond 5

DRAWING NO: SAXN2

MATERIALS AND FINISHES SCHEDULE

ISSUE DATE: 01/04/01

SAXON WAY AREA 6, PHASE 3

SHEET NO: 1

REVISION NO:	4
REVISION DATE:	14/01/02

PLOT				MAIN HOUSE MATERIALS								GARAGE					COLOURS						MISC			
PLOT NO.	HOUSE TYPE	VARN NO.	HANDLING	EXTERNAL WALL MATERIAL	HEAD AND CILL SOLDIERS	QUOINS/HERRINGBONE BWK	BRICKWORK BELOW DPC	CONTINOUS BRICK SOLDIERS	ROOF TILES	PORCH/LOW ROOF TILES	VERTICAL TILING	TYPE	PERSONAL DOOR	BRICK	ROOF TILE	CONTRASTING HIP/RIDGE	RENDER (IF APPLICABLE)	DOORS - FRONT	GARAGE DOORS	FACIAS AND BARGES	TUDOR BOARDS	R.W. GOODS	FRONT DOOR CANOPY	WINDOW STYLE	GARAGE DOOR TYPE	FRENCH DOORS
401	APPLEFORD	380	AS	C	E	E	E	-	G	J	-	-	-	-	-	-	N	U	-	P	-	O	-	S	Q	AA
402	ROCKLEY	380	AS	C	E	E	E	-	G	J	-	-	-	-	-	-	N	V	-	P	-	O	-	S	Q	AA
403	ROCKLEY	280	OP	C	E	E	E	-	G	J	-	-	-	-	-	-	-	V	-	P	-	O	-	S	Q	AA
404	APPLEFORD	280	OP	C	E	E	E	-	G	J	-	-	-	-	-	-	-	U	-	P	-	O	-	S	Q	AA
405	APPLEFORD	280	AS	C	E	E	E	-	G	J	-	-	-	-	-	-	-	U	-	P	-	O	-	S	Q	AA
406	ROCKLEY	280	AS	C	E	E	E	-	G	J	-	-	-	-	-	-	-	W	-	P	-	O	-	S	Q	AA
407	ROCKLEY	280	OP	C	E	E	E	-	G	J	-	-	-	-	-	-	-	W	-	P	-	O	-	S	Q	AA
408	APPLEFORD	280	OP	C	E	E	E	-	G	J	-	-	-	-	-	-	-	V	-	P	-	O	-	S	Q	AA
409	ROSEDALE	510	OP	C	E	E	E	-	G	J	-	13	-	C	G	-	-	U	U	P	P	O	-	S	Q	AA
410	ROSEDALE	200	AS	C	E	E	E	-	G	J	-	13	-	C	G	-	-	U	U	P	-	O	-	S	Q	AA
411	SHOREHAM	200	AS	A	E	-	E	-	H	K	-	1	-	A	H	-	-	W	W	P	-	O	-	S	Q	AA
412	ALFORD	380	AS	A	E	-	E	-	H	K	-	2	-	A	H	-	N	W	W	P	-	O	-	S	Q	AA
413	APPLEFORD	380	OP	A	E	E	E	-	H	K	-	1	-	A	H	-	N	U	U	P	-	O	-	S	Q	AA
414	ANVIL	201	AS	A	E	-	E	-	H	K	-	12	-	A	H	-	-	V	V	P	-	O	-	S	Q	AA
415	BLACKSMITH	201	AS	A	E	-	E	-	G	J	-	1	-	A	H	-	-	U	-	P	-	O	-	S	Q	AA
416	SHOREHAM	300	OP	A	E	-	E	-	H	K	-	1	-	A	H	-	N	U	U	P	-	O	-	S	Q	AA
417	APPLEFORD	280	OP	A	E	E	E	-	H	K	-	2	-	A	H	-	-	W	W	P	-	O	-	S	Q	AA
418	ROCKLEY	280	OP	A	E	E	E	-	H	K	-	13	-	A	H	-	-	V	V	P	-	O	-	S	Q	AA
419	APPLEFORD	280	OP	A	E	E	E	-	H	K	-	13	-	A	H	-	-	V	V	P	-	O	-	S	Q	AA
420	ROCKLEY	280	OP	A	E	E	E	-	H	K	-	15	-	A	H	-	-	W	W	P	-	O	-	S	Q	AA
421	ROSEDALE	510	AS	A	E	E	E	-	H	K	-	2	-	A	H	-	-	V	V	P	P	O	-	S	Q	AA
422	APPLEFORD	280	AS	B	E	E	E	-	G	J	-	1	-	B	G	-	-	U	U	P	-	O	-	S	Q	AA
423	ALFORD	280	OP	B	E	-	E	-	G	J	-	1	-	B	G	-	-	W	W	P	-	O	-	S	Q	AA
424	ROSEDALE	510	OP	B	E	E	E	-	G	J	-	1	-	B	G	-	-	V	V	P	P	O	-	S	Q	AA
425	SHOREHAM	300	OP	C	E	-	E	-	G	J	-	6	-	C	G	-	N	U	U	P	-	O	-	S	Q	AA
426	APPLEFORD	280	OP	C	E	E	E	-	G	J	-	-	-	-	-	-	-	W	-	P	-	O	-	S	Q	AA
427	ROCKLEY	280	OP	C	E	E	E	-	G	J	-	-	-	-	-	-	-	U	-	P	-	O	-	S	Q	AA
428	ROCKLEY	280	AS	C	E	E	E	-	G	J	-	-	-	-	-	-	-	V	-	P	-	O	-	S	Q	AA
429	APPLEFORD	280	AS	C	E	E	E	-	G	J	-	13	-	C	G	-	-	V	V	P	-	O	-	S	Q	AA
430	APPLEFORD	280	OP	B	E	E	E	-	G	J	-	13	-	B	G	-	-	V	V	P	-	O	-	S	Q	AA
431	ROCKLEY	270	OP	B	E	E	E	-	G	J	-	-	-	-	-	-	-	U	-	P	-	O	-	S	Q	AA
432	ROCKLEY	280	OP	B	E	E	E	-	G	J	-	-	-	-	-	-	-	W	-	P	-	O	-	S	Q	AA
433	SHOREHAM	300	AS	C	E	-	E	-	G	J	-	13	-	C	G	-	N	U	U	P	-	O	-	S	Q	AA
434	SHOREHAM	200	OP	C	E	-	E	-	G	J	-	13	-	C	G	-	-	U	U	P	-	O	-	S	Q	AA
435	SHOREHAM	300	OP	A	E	-	E	-	H	K	-	2	-	A	H	-	N	V	V	P	-	O	-	S	Q	AA
436	APPLEFORD	380	AS	A	E	E	E	-	H	K	-	1	-	A	H	-	N	W	W	P	-	O	-	S	Q	AA

SPECIAL NOTES:
1. VERTICAL TILE HANGING TO HAVE SLATE GREY MOTIF & CLUB COURSE.
2. METER BOXES PAINTED TO MATCH BRICKWORK.

Westbury

KEY	
A	CARADALE CLIFTON BLEND
B	IBSTOCK WORSLEY WEATHERED
C	BAGGERIDGE SUNSET RED MULTI
D	
E	SMOOTH RED ENGINEERING
F	
G	RUSSEL GRAMPIAN MOCK BOND GREY
H	RUSSEL GRAMPIAN COTTAGE RED
I	
J	RUSSEL PLAIN SLATE GREY
K	RUSSEL PLAIN COTTAGE RED
L	
M	
N	SANDTEXT FINE BUILD - IVORY
O	POLYPIPE OGEE - BROWN
P	BERGER BROWN MAHOGANY STAIN
Q	METAL VERTICAL RIBBED UP & OVER
R	SOLAIR - GLOUCESTERSHIRE
S	WHITE CASEMENT UPVC WINDOWS
T	
U	WESTBURY BLUE - RAL 5022
V	SPRUCE GREEN
W	CHERRY RED
X	
Y	ALUMINIUM WHITE PATIO DOOR
Z	
AA	WHITE UPVC FRENCH DOOR
AB	
AC	
AD	

REVISIONS	
1	Bwk below dpc to be in facings
2	Bwk below dpc to be in red engineering
3	Materials altered to match Varns
4	Plots 414-416 amended
5	
6	

00/00602/FUL
Rec'd 11.3.04
Cond 5

DRAWING NO: SANN2

MATERIALS AND FINISHES SCHEDULE

ISSUE DATE: 01/04/01

SAXON WAY AREA 6, PHASE 3

SHEET NO: 2

REVISION NO:	4
REVISION DATE:	16/01/02

PLOT				MAIN HOUSE MATERIALS									GARAGE					COLOURS						MISC			
PLOT NO.	HOUSE TYPE	VARN NO.	HANDLING	EXTERNAL WALL MATERIAL	HEAD AND CILL SOLDIERS	QUOINS/HERRINGBONE BWK	BRICKWORK BELOW DPC	CONTINOUS BRICK SOLDIERS	ROOF TILES	PORCH/LOW ROOF TILES	VERTICAL TILING	TYPE	PERSONAL DOOR	BRICK	ROOF TILE	CONTRASTING HIP/RIDGE	RENDER (IF APPLICABLE)	DOORS - FRONT	GARAGE DOORS	FACIAS AND BARGES	TUDOR BOARDS	R.W. GOODS	FRONT DOOR CANOPY	WINDOW STYLE	GARAGE DOOR TYPE	FRENCH DOORS
437	ROCKLEY	380	AS	A	E	E	E	-	H	K	-	1	-	A	H	-	N	W	W	P	-	O	-	S	Q	AA
438	APPLEFORD	280	AS	A	E	E	E	-	H	K	-	15	-	A	H	-	-	U	U	P	-	O	-	S	Q	AA
439	ROCKLEY	280	AS	A	E	E	E	-	H	K	-	15	-	A	H	-	-	W	W	P	-	O	-	S	Q	AA
440	APPLEFORD	280	AS	C	E	E	E	-	G	J	-	15	-	C	G	-	-	V	V	P	-	O	-	S	Q	AA
441	ROCKLEY	280	AS	C	E	E	E	-	G	J	-	15	-	C	G	-	-	V	V	P	-	O	-	S	Q	AA
442	ROCKLEY	280	OP	C	E	E	E	-	G	J	-	15	-	C	G	-	-	W	W	P	-	O	-	S	Q	AA
443	APPLEFORD	280	OP	C	E	E	E	-	G	J	-	19	-	C	G	-	-	U	U	P	-	O	-	S	Q	AA
444	ROCKLEY	380	OP	C	E	E	E	-	G	J	-	19	-	C	G	-	N	U	U	P	-	O	-	S	Q	AA
445	APPLEFORD	380	OP	C	E	E	E	-	G	J	-	19	-	C	G	-	N	V	V	P	-	O	-	S	Q	AA
446	SHOREHAM	200	OP	C	E	-	E	-	G	J	-	19	-	C	G	-	-	V	V	P	-	O	-	S	Q	AA
447	APPLEFORD	280	AS	B	E	E	E	-	G	J	-	-	-	B	G	-	-	W	-	P	-	O	-	S	Q	AA
448	ROCKLEY	280	AS	B	E	E	E	-	G	J	-	-	-	B	G	-	-	W	-	P	-	O	-	S	Q	AA
449	ROCKLEY	280	OP	B	E	E	E	-	G	J	-	-	-	B	G	-	-	V	-	P	-	O	-	S	Q	AA
450	APPLEFORD	280	OP	B	E	E	E	-	G	J	-	-	-	B	G	-	-	U	-	P	-	O	-	S	Q	AA
451	ALFORD	380	AS	A	E	-	E	-	H	K	-	-	-	A	H	-	N	V	-	P	-	O	-	S	Q	AA
452	APPLEFORD	380	OP	A	E	-	E	-	H	K	-	-	-	A	H	-	N	U	-	P	-	O	-	S	Q	AA
453	APPLEFORD	280	AS	A	E	E	E	-	H	K	-	-	-	A	H	-	-	W	-	P	-	O	-	S	Q	AA
454	ROCKLEY	280	AS	B	E	E	E	-	G	J	-	-	-	B	G	-	-	V	-	P	-	O	-	S	Q	AA
455	ROCKLEY	280	OP	B	E	E	E	-	G	J	-	1	-	B	G	-	-	W	W	P	-	O	-	S	Q	AA
456	ROCKLEY	280	AS	B	E	E	E	-	G	J	-	-	-	B	G	-	-	U	-	P	-	O	-	S	Q	AA
457	APPLEFORD	280	OP	B	E	E	E	-	G	J	-	1	-	B	G	-	-	V	V	P	-	O	-	S	Q	AA
458	ROSEDALE	300	OP	A	E	E	E	-	H	K	-	15	-	A	H	-	N	W	W	P	-	O	-	S	Q	AA
459	APPLEFORD	280	AS	A	E	E	E	-	H	K	-	15	-	A	H	-	-	W	W	P	-	O	-	S	Q	AA
460	ROCKLEY	270	AS	A	E	E	E	-	H	K	-	15	-	A	H	-	-	W	W	P	-	O	-	S	Q	AA
461	ROCKLEY	280	AS	A	E	-	E	-	H	K	-	14	-	C	H	-	-	U	U	P	-	O	-	S	Q	AA
462	ROCKLEY	280	OP	A	E	E	E	-	H	K	-	1	-	A	H	-	-	U	U	P	-	O	-	S	Q	AA
463	APPLEFORD	280	OP	A	E	E	E	-	H	K	-	13	-	C	H	-	-	U	U	P	-	O	-	S	Q	AA
464	ALFORD	280	OP	A	E	-	E	-	G	J	-	15	-	C	G	-	-	W	W	P	-	O	-	S	Q	AA
465	ALFORD	280	AS	C	E	-	E	-	G	J	-	15	-	C	G	-	-	W	W	P	-	O	-	S	Q	AA
466	ALFORD	280	AS	B	E	-	E	-	G	J	-	1	-	B	G	-	-	V	V	P	-	O	-	S	Q	AA
467	APPLEFORD	280	OP	B	E	E	E	-	G	J	-	1	-	B	G	-	-	V	V	P	-	O	-	S	Q	AA
468	ROSEDALE	510	AS	B	E	E	E	-	G	J	-	1	-	B	G	-	-	U	U	P	P	O	-	S	Q	AA
469	APPLEFORD	380	AS	A	E	E	E	-	H	K	-	1	-	A	H	-	N	W	W	P	-	O	-	S	Q	AA
470	ROCKLEY	380	AS	A	E	E	E	-	H	K	-	-	-	A	H	-	N	W	-	P	-	O	-	S	Q	AA
471	ROCKLEY	380	OP	A	E	E	E	-	H	K	-	-	-	A	H	-	N	W	-	P	-	O	-	S	Q	AA
472	APPLEFORD	380	OP	A	E	E	A	-	H	K	-	13	-	A	H	-	N	U	U	P	-	O	-	S	Q	AA

SPECIAL NOTES:
1. VERTICAL TILE HANGING TO HAVE SLATE GREY MOTIF & CLUB COURSE.
2. METER BOXES PAINTED TO MATCH BRICKWORK.

Westbury

KEY	
A	CARADALE CLIFTON BLEND
B	IBSTOCK WORSLEY WEATHERED
C	BAGGERIDGE SUNSET RED MULTI
D	
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F	
G	RUSSEL GRAMPIAN MOCK BOND GREY
H	RUSSEL GRAMPIAN COTTAGE RED
I	
J	RUSSEL PLAIN SLATE GREY
K	RUSSEL PLAIN COTTAGE RED
L	
M	
N	SANDTEXT FINE BUILD - IVORY
O	POLYPIPE OGEE - BROWN
P	BERGER BROWN MAHOGANY STAIN
Q	METAL VERTICAL RIBBED UP & OVER
R	SOLAIR - GLOUCESTERSHIRE
S	WHITE CASEMENT UPVC WINDOWS
T	
U	WESTBURY BLUE - RAL 5022
V	SPRUCE GREEN
W	CHERRY RED
X	
Y	ALUMINIUM WHITE PATIO DOOR
Z	
AA	WHITE UPVC FRENCH DOOR
AB	
AC	
AD	

REVISIONS	
1	Bwk below dpc to be in facings
2	Bwk below dpc to be in red engineering
3	Materials altered to match Varns
4	Bricks to plots 461/3 amended. PI
5	
6	

00/00602/FUL
Recd 11.3.04

Cond 5

DRAWING NO: SAXN2

MATERIALS AND FINISHES SCHEDULE

ISSUE DATE: 01/04/01

SAXON WAY AREA 6, PHASE 3

SHEET NO: 3

REVISION NO:	3
REVISION DATE:	24/04/01

PLOT				MAIN HOUSE MATERIALS								GARAGE					COLOURS						MISC			
PLOT NO.	HOUSE TYPE	VARN NO.	HANDLING	EXTERNAL WALL MATERIAL	HEAD AND CILL SOLDIERS	QUOINS/HERRINGBONE BWK	BRICKWORK BELOW DPC	CONTINOUS BRICK SOLDIERS	ROOF TILES	PORCH/LOW ROOF TILES	VERTICAL TILING	TYPE	PERSONAL DOOR	BRICK	ROOF TILE	CONTRASTING HIP/RIDGE	RENDER (IF APPLICABLE)	DOORS - FRONT	GARAGE DOORS	FACIAS AND BARGES	TUDOR BOARDS	R.W. GOODS	FRONT DOOR CANOPY	WINDOW STYLE	GARAGE DOOR TYPE	FRENCH DOORS
473	ROSEDALE	510	OP	A	E	E	E	-	H	K	-	13	-	A	H	-	-	U	U	P	P	O	-	S	Q	AA
474	APPLEFORD	280	AS	C	E	E	E	-	G	J	-	2	-	C	G	-	-	W	W	P	-	O	-	S	Q	AA
475	ALFORD	280	OP	C	E	-	E	-	G	J	-	2	-	C	G	-	-	D	U	P	-	O	-	S	Q	AA
476	ROSEDALE	510	OP	A	E	E	E	-	H	K	-	1	-	A	G	-	-	V	V	P	P	O	-	S	Q	AA
477	ALFORD	280	AS	C	E	-	E	-	G	J	-	15	-	C	G	-	-	W	W	P	-	O	-	S	Q	AA
478	ALFORD	380	OP	A	E	-	E	-	H	K	-	1	-	A	H	-	N	V	V	P	-	O	-	S	Q	AA
479	APPLEFORD	380	AS	A	E	E	E	-	H	K	-	1	-	A	H	-	N	U	U	P	-	O	-	S	Q	AA
480	APPLEFORD	280	AS	C	E	E	E	-	G	J	-	2	-	C	G	-	-	U	U	P	-	O	-	S	Q	AA
481	ROCKLEY	280	AS	C	E	E	E	-	G	J	-	-	-	C	G	-	-	W	-	P	-	O	-	S	Q	AA
482	ROCKLEY	280	OP	C	E	E	E	-	G	J	-	-	-	C	G	-	-	V	-	P	-	O	-	S	Q	AA
483	APPLEFORD	280	OP	C	E	E	E	-	G	J	-	1	-	C	G	-	-	U	U	P	-	O	-	S	Q	AA
484	APPLEFORD	280	AS	B	E	E	E	-	G	J	-	1	-	B	G	-	-	W	W	P	-	O	-	S	Q	AA
485	ROCKLEY	280	AS	B	E	E	E	-	G	J	-	-	-	B	G	-	-	V	-	P	-	O	-	S	Q	AA
486	ROCKLEY	280	OP	B	E	E	E	-	G	J	-	-	-	B	G	-	-	V	-	P	-	O	-	S	Q	AA
487	APPLEFORD	280	OP	B	E	E	E	-	G	J	-	13	-	B	G	-	-	U	U	P	-	O	-	S	Q	AA
488	ROSEDALE	510	AS	A	E	E	E	-	H	K	-	13	-	A	H	-	-	U	U	P	P	O	-	S	Q	AA
489	ALFORD	280	AS	C	E	-	E	-	G	J	-	1	-	C	G	-	-	W	W	P	-	O	-	S	Q	AA
490	APPLEFORD	280	OP	C	E	E	E	-	G	J	-	13	-	C	G	-	-	V	V	P	-	O	-	S	Q	AA
491	APPLEFORD	280	AS	C	E	E	E	-	G	J	-	13	-	C	G	-	-	V	V	P	-	O	-	S	Q	AA
492	ALFORD	280	OP	C	E	-	E	-	G	J	-	13	-	C	G	-	-	W	W	P	-	O	-	S	Q	AA
493	ALFORD	280	AS	C	E	-	E	-	G	J	-	13	-	C	G	-	-	W	W	P	-	O	-	S	Q	AA
494	ALFORD	280	OP	C	E	-	E	-	G	J	-	13	-	C	G	-	-	U	U	P	-	O	-	S	Q	AA
495	APPLEFORD	380	AS	C	E	E	E	-	G	J	-	13	-	C	G	-	N	U	U	P	-	O	-	S	Q	AA
496	ROCKLEY	380	AS	C	E	E	E	-	G	J	-	-	-	C	G	-	N	W	-	P	-	O	-	S	Q	AA
497	ROCKLEY	380	OP	C	E	E	E	-	G	J	-	-	-	B	G	-	N	U	-	P	-	O	-	S	Q	AA
498	APPLEFORD	380	OP	C	E	E	E	-	G	J	-	13	-	B	G	-	N	V	V	P	-	O	-	S	Q	AA
499	APPLEFORD	280	AS	B	E	E	E	-	G	J	-	13	-	B	G	-	-	V	V	P	-	O	-	S	Q	AA
500	ROCKLEY	280	AS	B	E	E	E	-	G	J	-	-	-	B	G	-	-	W	-	P	-	O	-	S	Q	AA
501	ROCKLEY	280	OP	B	E	E	E	-	G	J	-	-	-	B	G	-	-	U	-	P	-	O	-	S	Q	AA
502	APPLEFORD	280	OP	B	E	E	E	-	G	J	-	13	-	B	G	-	-	W	W	P	-	O	-	S	Q	AA
503	APPLEFORD	280	AS	B	E	E	E	-	G	J	-	13	-	B	G	-	-	W	W	P	-	O	-	S	Q	AA
504	ROCKLEY	270	AS	B	E	E	E	-	G	J	-	-	-	B	G	-	-	U	-	P	-	O	-	S	Q	AA
505	ROCKLEY	280	AS	B	E	E	E	-	G	J	-	13	-	B	G	-	-	V	V	P	-	O	-	S	Q	AA
506	APPLEFORD	280	AS	C	E	E	E	-	G	J	-	14	-	C	G	-	-	U	U	P	-	O	-	S	Q	AA
507	ROCKLEY	270	AS	C	E	E	E	-	G	J	-	14	-	C	G	-	-	U	U	P	-	O	-	S	Q	AA
508	ROCKLEY	270	OP	C	E	E	E	-	G	J	-	15	-	C	G	-	-	W	W	P	-	O	-	S	Q	AA

SPECIAL NOTES:
1. VERTICAL TILE HANGING TO HAVE SLATE GREY MOTIF & CLUB COURSE.
2. METER BOXES PAINTED TO MATCH BRICKWORK.

Westbury

KEY	
A	CARADALE CLIFTON BLEND
B	IBSTOCK WORSLEY WEATHERED
C	BAGGERIDGE SUNSET RED MULTI
D	
E	SMOOTH RED ENGINEERING
F	
G	RUSSEL GRAMPIAN MOCK BOND GREY
H	RUSSEL GRAMPIAN COTTAGE RED
I	
J	RUSSEL PLAIN SLATE GREY
K	RUSSEL PLAIN COTTAGE RED
L	
M	
N	SANDTEXT FINE BUILD - IVORY
O	POLYPIPE OGEE - BROWN
P	BERGER BROWN MAHOGANY STAIN
Q	METAL VERTICAL RIBBED UP & OVER
R	SOLAIR - GLOUCESTERSHIRE
S	WHITE CASEMENT UPVC WINDOWS
T	
U	WESTBURY BLUE - RAL 5022
V	SPRUCE GREEN
W	CHERRY RED
X	
Y	ALUMINIUM WHITE PATIO DOOR
Z	
AA	WHITE UPVC FRENCH DOOR
AB	
AC	
AD	

REVISIONS	
1	Bwk below dpc to be in facings
2	Bwk below dpc to be in red engineering
3	Materials altered to match Varns
4	
5	
6	

00/00602/FUL
Recd 11.8.00

Cond 5

DRAWING NO: SAXN2

MATERIALS AND FINISHES SCHEDULE

ISSUE DATE: 01/04/01

SAXON WAY AREA 6, PHASE 3

SHEET NO: 4

REVISION NO:	3
REVISION DATE:	24/04/01

PLOT				MAIN HOUSE MATERIALS								GARAGE					COLOURS						MISC			
PLOT NO.	HOUSE TYPE	YARN NO.	HANDLING	EXTERNAL WALL MATERIAL	HEAD AND CILL SOLDIERS	QUOINS/HERRINGBONE BWK	BRICKWORK BELOW DPC	CONTINOUS BRICK SOLDIERS	ROOF TILES	PORCH/LOW ROOF TILES	VERTICAL TILING	TYPE	PERSONAL DOOR	BRICK	ROOF TILE	CONTRASTING HIP/RIDGE	RENDER (IF APPLICABLE)	DOORS - FRONT	GARAGE DOORS	FACIAS AND BARGES	TUDOR BOARDS	R.W. GOODS	FRONT DOOR CANOPY	WINDOW STYLE	GARAGE DOOR TYPE	FRENCH DOORS
509	APPLEFORD	280	OP	C	E	E	E	-	G	J	-	15	-	C	G	-	-	W	-	P	-	O	-	S	Q	AA
510	SHOREHAM	200	OP	A	E	-	E	-	H	K	-	15	-	A	H	-	-	W	-	P	-	O	-	S	Q	AA
511	SHOREHAM	300	OP	A	E	-	E	-	H	K	-	2	-	A	H	-	-	U	-	P	-	O	-	S	Q	AA
512	ROCKLEY	280	AS	A	E	E	E	-	H	K	-	1	-	A	H	-	-	W	W	P	-	O	-	S	Q	AA

SPECIAL NOTES:
1. VERTICAL TILE HANGING TO HAVE SLATE GREY MOTIF & CLUB COURSE.
2. METER BOXES PAINTED TO MATCH BRICKWORK.

Westbury

KEY	
A	GARADALE CLIFTON BLEND
B	IBSTOCK WORSLEY WEATHERED
C	BAGGERIDGE SUNSET RED MULTI
D	
E	SMOOTH RED ENGINEERING
F	
G	RUSSEL GRAMPIAN MOCK BOND GREY
H	RUSSEL GRAMPIAN COTTAGE RED
I	
J	RUSSEL PLAIN SLATE GREY
K	RUSSEL PLAIN COTTAGE RED
L	
M	
N	SANDTEXT FINE BUILD - IVORY
O	POLYPIPE OGEE - BROWN
P	BERGER BROWN MAHOGANY STAIN
Q	METAL VERTICAL RIBBED UP & OVER
R	SOLAIR - GLOUCESTERSHIRE
S	WHITE CASEMENT UPVC WINDOWS
T	
U	WESTBURY BLUE - RAL 5022
V	SPRUCE GREEN
W	CHERRY RED
X	
Y	ALUMINIUM WHITE PATIO DOOR
Z	
AA	WHITE UPVC FRENCH DOOR
AB	
AC	
AD	

REVISIONS	
1	Bwk below dpc to be in facings
2	Bwk below dpc to be in red engineering
3	Materials altered to match Yarns
4	
5	
6	

MEMORANDUM

From: Planning Services Division
Carl Salisbury – Tel: 2281

Our Ref: 00/00602/FUL & 01/00723/FUL

Your Ref:

Date: 20th April 2004

To: Sylvia Smith

Subject: Landscaping (Cond. 4 & 6) for Saxon Way, Kirkby

I can confirm that I have assessed the above-mentioned landscaping schemes and would offer the following comments: -

The tree numbers and positions are acceptable, however the feathered trees need to be increased in size to a minimum of 12 – 14 cm girth. Also, there are no maintenance proposals.



Carl Salisbury
Arboricultural Officer

TARGET
WORLDWIDE EXPRESS

DEPOT	ACCOUNT NUMBER	DATE OF DESPATCH	CONSIGNMENT NOTE NUMBER
[illegible]	[illegible]	23/2/01	[illegible]

DELIVER TO

[illegible]
[illegible] / Borders
PO Box 26 Archer Road
[illegible] / Hoyton
[illegible]

SENDER Saxon Area 6 - Westbury

[illegible]
00/00602/FUC

TELEPHONE NUMBER [illegible]

POST CODE L36 9FB

CUSTOMER REFERENCE NUMBER

TELEPHONE NUMBER

RECEIVED IN GOOD CONDITION

SIGNATURE

PRINTED NAME K. Doyle

DATE 23/2/01

TIME 12.17.

WEIGHT IN KILOS

This weight declaration must be accurate

NUMBER OF ITEMS 1

DESCRIPTION

SERVICE LEVEL

- TARGET 24 Hour ☐
- TARGET Dataspeed ☐

SERVICE LEVEL OPTIONS

- A.M. (STANDARD ON DATASPEED) ☐
- BEFORE 10 A.M. ☐
- BEFORE 9 A.M. ☐
- SATURDAY ☐

TARGET Next Day 24 HOUR

All goods carried subject to our conditons of carriage. Copy available on request. | Top White-Pricing | Pink-POD | Green-Receiver | Blue-Checking | Bottom White-Sender

For further details see reverse. Depots throughout the UK. Please contact your local depot.

DEPOTS

AYLESBURY,
Telephone 01296 651851 Fax 01296 651156

BASILDON
Telephone 01268 534336 Fax: 01268 534338

BECKTON
Telephone 020 7511 1111 Fax: 020 7511 1191

BIRMINGHAM
Telephone 0121 555 7111 Fax. 0121 555 7333

BRISTOL
Telephone 0117 982 3333 Fax: 0117 982 3315

COVENTRY
Telephone. 024 7630 8333 Fax: 024 7630 8300

CUMBRIA
Telephone 01633 871155 Fax: 01633 871138

DORSET
Telephone. 01202 577477 Fax. 01202 577377

DROITWICH
Telephone. 01905 795057 Fax: 01905 795026

DURHAM
Telephone. 0191 383 0088 Fax: 0191 383 0099

GATWICK
Telephone 01293 618861 Fax. 01293 618787

GLOUCESTER
Telephone: 01452 725222 Fax: 01452 723222

HEATHROW
Telephone. 020 8843 0033 Fax. 020 8843 0066

LEEDS
Telephone 01924 479999 Fax 01924 479444

LINCOLN
Telephone. 01522 688322 Fax: 01522 688337

LUTON
Telephone 01582 881214 Fax 01582 882006

MAIDSTONE
Telephone 01634 242000 Fax: 01634 242111

MANCHESTER
Telephone 0161 872 2121 Fax: 0161 872 2111

NEWMARKET
Telephone: 01638 721118 Fax: 01638 721169

NORWICH
Telephone: 01603 720866 Fax: 01603 720834

OKEHAMPTON
Telephone: 01837 54451 Fax: 01837 54736

OXFORD
Telephone: 01235 821537 Fax: 01235 821959

PARK ROYAL
Telephone: 020 8961 5577 Fax. 020 8961 8444

PRESTON
Telephone 01772 628228 Fax 01772 628026

READING
Telephone 0118 975 6123 Fax: 0118 975 5351

SHEFFIELD
Telephone. 01909 550344 Fax: 01909 550193

STAFFORD
Telephone. 01785 227090 Fax: 01785 227083

SWANSEA
Telephone: 01792 793833 Fax: 01792 793818

SWINDON
Telephone 01793 852052 Fax: 01793 852060

WARRINGTON
Telephone 01925 602911 Fax: 01995 604186

WINCHESTER
Telephone. 01962 877010 Fax: 01962 877011

ABERDEEN
Telephone: 01224 248951 Fax: 01224 248953

BELLSHILL
Telephone 01698 749900 Fax. 01698 746600

ECCLEFECHAN
Telephone: 01576 300707 Fax: 01576 300477

BELFAST
Telephone: 028 9082 5670 Fax: 028 9082 5655

DUBLIN
Telephone: 00 3531 8251420 / 00 3531 8251011
Fax: 00 3531 8251742

NEWTOWNBUTLER
Telephone: 01365 738181 Fax: 01365 738127

TARGET EXPRESS PARCELS

DEPOT	ACCOUNT NUMBER	DATE OF DESPATCH	CONSIGNMENT NOTE NUMBER
[redacted]		[redacted]	

DELIVER TO
Mr Lee Osborne
Bowley NEC
Box 26
Arch Way Road
Wigan Knowsley
Merseyside

POST CODE
L30 9RG

TELEPHONE NUMBER

SENDER
[redacted]

TELEPHONE NUMBER

CUSTOMER REFERENCE NUMBER
E.C107

RECEIVED IN GOOD CONDITION

SIGNATURE

PRINTED NAME

DATE

TIME

WEIGHT IN KILOS
7

This weight declaration must be accurate

NUMBER OF ITEMS
1

DESCRIPTION
Box

SERVICE LEVEL

TARGET 24 Hour	☐
TARGET Dataspeed	☐

SERVICE LEVEL OPTIONS

A.M. (STANDARD ON DATASPEED)	✓
BEFORE 10 A.M.	☐
BEFORE 9 A.M.	☐
SATURDAY	✓

AFFIX SERVICE LEVEL STICKER AND TICK APPROPRIATE BOX

All goods carried subject to our conditons of carriage. Copy available on request. | Top White-Pricing | Pink-POD | Green-Receiver | Blue-Checking | Bottom White-Sender

For further details see reverse. Depots throughout the UK. Please contact your local depot.

Ref:- Westbury Homes Saxon Gate Application Ref: 00/00602

DEPOTS

ANDOVER
Telephone: 0264 773044 Fax: 0264 773030

BASILDON
Telephone: 0268 534336 Fax: 0268 534338

BECKTON
Telephone: 071 511 1111 Fax: 071 511 1191

BIRMINGHAM
Telephone: 021 555 7111 Fax: 021 555 7333

BRISTOL
Telephone: 0272 823333 Fax: 0272 823315

DORSET
Telephone: 0425 471170 Fax: 0425 471118

DROITWICH
Telephone: 0905 795057 Fax: 0905 795026

GATWICK
Telephone: 0293 618861 Fax: 0293 618787

HEATHROW
Telephone: 081 561 6474 Fax: 081 848 0155

LEEDS
Telephone: 0532 798511 Fax: 0532 310124

LUTTERWORTH
Telephone: 0455 556387 Fax: 0455 556792

LUTON
Telephone: 0582 881214 Fax: 0582 882006

MAIDSTONE
Telephone: 0622 882347 Fax: 0622 882348

NEWMARKET
Telephone: 0638 721118 Fax: 0638 721169

NEWPORT
Telephone: 0633 871155 Fax: 0633 871138

NEWTON AYCLIFFE
Telephone: 0325 319191 Fax: 0325 317458

NORWICH
Telephone: 0603 720866 Fax: 0603 720834

OKEHAMPTON
Telephone: 0837 54451 Fax: 0837 54736

OXFORD
Telephone: 0235 821537 Fax: 0235 821959

PENRITH
Telephone/Fax: 0768 63845

READING
Telephone: 0734 756123 Fax: 0734 755351

SHEFFIELD
Telephone: 0909 550344 Fax: 0909 550193

STAFFORD
Telephone: 0785 227030 Fax: 0785 227083

SWANSEA
Telephone: 0792 793833 Fax: 0792 793818

WARRINGTON
Telephone: 0925 602911 Fax: 0925 604186

WOOTTON BASSETT
Telephone: 0793 852052 Fax: 0793 852060

ABERDEEN
Telephone: 0224 248951 Fax: 0224 248953

BELLSHILL
Telephone: 0698 749900 Fax: 0698 746600

ECCLEFECHAN
Telephone: 0576 300707 Fax: 0576 300477

HAWICK
Telephone: 0450 77810 Fax: 0450 74495

BELFAST
Telephone: 0232 825670 Fax: 0232 825655

CLONES
Telephone: 0365 738181 Fax: 0365 738127

DUBLIN
Telephone: 010 3531 8251420 Fax: 010 3531 8251011

NEWTOWNBUTLER
Telephone: 0365 738181 Fax: 0365 738127

METROPOLITAN BOROUGH OF KNOWSLEY

DEPARTMENT OF PLANNING AND DEVELOPMENT

APPLICATION N0: 00/00602/FUL

DEVELOPMENT:

SUBSTITUTION OF HOUSE TYPES TO PLOTS 1 - 111 (AREA 6) AND INCREASE IN NUMBER OF DWELLINGS FROM 83 TO 111

LOCATION OF SITE AND APPLICANT:

Westbury Homes Land At Saxon Way Kirkby Knowsley L33 4DQ, Westbury Homes Ltd (NW)

WARD AFFECTED: Tower Hill

KNOWSLEY UNITARY DEVELOPMENT PLAN (Adopted June 1998) – Land for Predominantly Residential Development.

CONSULTATIONS:

TECHNICAL CONSULTATIONS:

Transportation and Engineering Services Division - No objections.
Chief Environmental Health Officer - No objections.

NEIGHBOUR CONSULTATIONS:

The application was advertised by way of a press and site notice and the occupiers of properties in the vicinity of the site also notified of the proposal by letter. No comments have been received as a result.

REPORT:

In March 1999, planning permission was granted under planning reference APP/98/00639 for the erection of 609 dwellings, construction of access roads and provision of public open space on land to the north of Shevingtons Lane. The site was split into 6 residential development areas, plus public open space and highways.

The current application is to increase the number of dwellings approved on area 6 from 83 to 111 and for a substitution of house types within the site area.

The layout of the dwellings is satisfactory and house types standard Westbury Home designs, being a mixture of semi-detached and detached dwellings with two sets of terraced dwellings. Most dwellings would have garage parking for one car with the exception of plots 26-28 inclusive and plots 81-82 which would have parking spaces to the front of the dwellings (to the side of the dwelling in the case of plot 26). It is considered that the proposal is not significantly different to the previous approved application in terms of layout, although it is of higher density and it is therefore more in step with the advice in the new PPG3, relating to housing, which states that housing developments should be higher density than was previusly the norm. Dwellings would still look out on to the open corridor to the south, underneath the overhead electric cables, which is required to be maintained in the interest of visual amenity.

RECOMMENDATION:

That planning permission be granted, subject to the following conditions:

1. The development hereby permitted shall be carried out only in accordance with the amended plan, referenced drawing no. EL-232-00-01E, received on 14 December 2000, which indicates site layout.

   Reason: For the avoidance of doubt and to accord with the terms of the application as amended in the interest of highway safety and in accordance with Policy H3 of the Knowsley Unitary Development Plan, adopted June 1998.

2. No part of the development hereby granted permission shall be commenced until the approval of the Local Planning Authority has been obtained for the detailed design of a scheme to provide the satisfactory disposal of surface water run-off from the development; and such scheme as approved shall be carried out before the proposed development is first brought into use.

   Reason: To ensure that surface water run-off from the development will not adversely affect nearby land by reason of flooding and in accordance with Policy En2 of the Knowsley Unitary Development Plan, adopted June 1998.

3. No part of the proposed development hereby permitted shall be commenced until details of the relative height of the ground floors of the proposed buildings have been submitted to and approved in writing by the Local Planning Authority.

   Reason: In the interests of the amenity of neighbouring occupiers and visual amenity and in accordance with Policy H3 of the Knowsley Unitary Development Plan, adopted June 1998.

4. No phase of the development hereby permitted shall be commenced until a schedule of external facing materials, including brickwork and roofing materials, and the plots to which they relate within that phase has been submitted to and approved in writing by the Local Planning Authority. The development shall be carried out using only the agreed materials.

   Reason: In the interests of visual amenity.

5. Notwithstanding the boundary treatment details submitted on drawing no. EL-232-00-01E, received 14 December 2000, the development hereby permitted shall not be commenced until a detailed landscaping scheme has been submitted to and approved in writing by the Local Planning Authority. The scheme shall be submitted at a scale of 1:200 and shall include the following:-

   a. the exact location and species of all existing trees and other planting to be retained;

   b. all proposals for new planting and turfing indicating the location, arrangement, species, sizes, specifications, numbers and planting densities per sq m of all new planting;

   c. an outline specification for ground preparation;

   d. all proposed boundary treatments, with supporting elevations and construction details;

   e. all proposed hard landscape elements and pavings, including layout, materials and colours;

f. the proposed arrangements and specifications for initial establishment maintenance and longer term maintenance of all planted and/or turfed areas.

g. a programme for implementation for the landscaping which, in the case of a phased development, should include the completion of landscaping within each phase within the first available planting season following the substantial completion of residential development within the phase to which the landscaping relates.

The scheme(s) shall be wholly implemented in its/their finally approved form in accordance with the agreed programme. Any tree or other planting which is lost, felled, removed, becomes diseased, or is substantially damaged within a period of five years thereafter shall be replaced in kind during the first available planting season following the date of loss or damage.

Reason: In the interests of visual amenity.

6. Notwithstanding the provisions of Part 2 of Schedule 2 to the Town and Country Planning IGeneral Permitted Development) Order 1995 (or any Order Revoking and Re-enacting that Order) no gate, wall, fence or other means of enclosure shall be erected between the front or side wall of any dwelling and the boundary of any highway adjoining the curtilage of that dwelling or the boundary with any open space (other than walls, fences or other means of enclosure submitted to and in accordance with Condition 5) without any further specific planning permission having been sought and obtained beforehand.

Reason: To safeguard the character of this residential development and in accordance with Policy H16 of the Knowsley Unitary Development Plan, adopted June 1998.

7. Notwithstanding the provisions of Part 1 of Schedule 2 of the Town and Country Planning Act (General Permitted Development) Order 1995 (or any Order revoking and re-enacting that Order) no building, extension or structure shall be erected or placed within the curtilage of the dwellings hereby permitted, other than the garages shown within the curtilage of the dwellings shown on drawing no. EL-232-00-01E, received 14 December 2000, without a further specific planning permission having been sought and obtained beforehand.

Reason: To safeguard the character of this residential development.

8. The exact positioning of the garages to Plot No's 106-110 inclusive within the joint garages hereby permitted, shall be submitted to and approved in writing by the Local Planning Authority, prior to the development hereby permitted commencing.

Reason: In the interest of residential amenity.

19/01/01
.....
Agreed Date

.....
Director Of Planning And Development

In consultation with:

.....
Chairman/Vice-Chairman, Planning Committee

KNOWSLEY
METROPOLITAN BOROUGH
Department of Planning and Development

PLANNING SERVICES

ISO 9002 (1994)
Accredited Quality System

Operating Procedure OP02 – DECISION/PD RECORD SHEET

APPLICATION NO. 006821FUL	APPROVE ✓	REFUSE

No.	Standard Code	Comment/Variable Wording	Relevant Consultees for Conditions
1.	NS		
2.	NS		
3.	NS		
4.	M28 M25		
5.	NS		
6.	NS		
7.	NS		
8.	NS		
9.			
10.			
11.			
12.			
13.			
14.			
15.			
16.			
17.			
18.			

Note No.	Standard Code	Comment/Variable Wording
1.		
2.		
3.		
4.		
5.		

Permitted Development Rights Removed	(YES)	NO
Details	No gates, walls etc other than appr. by Cond. 5 to be erected between dwlg & road/open space. No bldg, extn etc other than garages shown.	

Amendments Negotiated	NO	YES ✓	If Yes do amendments address issues raised by representations?	YES	NO ✓
Departure from Development Plan	NO ✓	YES	(Taking into account policy as well as allocation)		

MEMORANDUM

From: PLANNING SERVICES DIVISION - Our Ref: 00/00602/FUL
Lee Osborne - 0151 443 2318

Date 21 December 2000

Subject: INTERNAL CONSULTATION

To: **Highway Authority**

PROPOSAL: SUBSTITUTION OF HOUSE TYPES TO PLOTS 1 - 111 (AREA 6) AND INCREASE IN NUMBER OF DWELLINGS FROM 83 TO 111

LOCATION: Westbury Homes Land At Saxon Way Kirkby Knowsley L33 4DQ

I enclose herewith documents relating to the above planning application and shall be glad to know whether you have any observations to offer on the proposal.

If no reply is received within 14 days, the application will be determined on the assumption that you do not desire to submit any observations.

For Director of Planning and Development

From: **Highway Authority**

Originator: M-T

To: DIRECTOR of PLANNING AND DEVELOPMENT Date: 8/1/01

PROPOSAL: SUBSTITUTION OF HOUSE TYPES TO PLOTS 1 - 111 (AREA 6) AND INCREASE IN NUMBER OF DWELLINGS FROM 83 TO 111

LOCATION: Westbury Homes Land At Saxon Way Kirkby Knowsley L33 4DQ

OBSERVATIONS Ref. No: 00/00602/FUL

No objection to the amended proposal.

Westbury Homes (Holdings) Ltd North West Region
Westbury House Crofts Bank Road Urmston Manchester M41 OJS
Tel 0161 747 6656 Fax 0161 748 5422

12th December 2000,

Planning Services
PO Box 26
Archway Road,
Huyton,
Knowsley
MERSEYSIDE
L36 9FB

For the Attention of Mr Lee Osborne

Re: Planning Application Land at, Saxon Way, Area 6, Kirkby

Dear Sir,

Further to our meeting on 5th December 2000 and my subsequent telephone conversation with Ken Johnston of your Traffic Management Department, please find enclosed 4No. copies of our amended Site Layout (drawing number EL:232:00:01 revision E) which now incorporates and hopefully meets with your comments raised.

We trust this information is sufficient to grant us an approval for this application, however should you have any queries or require any further information, please do not hesitate to contact the writer.

Yours Faithfully

Dean Fisher
Layout Designer

Knowsley M.B.C.
Planning & Development Dept
14 DEC 2000
Planning Services Division

KNOWSLEY

DEPARTMENT OF PLANNING AND DEVELOPMENT

Planning Services Division

ISO 9002 : 1994 **DEVELOPMENT CONTROL SECTION**
Sub-clause 4.9 **DOCUMENTED QUALITY SYSTEM**

Operating Procedure OP05 **Standard Form** **Page 1 of 1**

RECORDING AMENDED/ADDITIONAL PLANS RECEIVED AFTER VALIDATION

APP NO: 00/00602/FUL

AMENDED PLAN RECEIVED (DATE)	SUPERSEDED/ WORKING AMENDMENT	REFERENCE NO. OF PREVIOUS PLAN	REFERENCE NO. OF AMENDED PLAN	PLAN DESCRIPTION	PLAN TO RECEPTION		ADDITIONAL CONSULTA-TIONS	
14/12/00	S	SL/220/01/6	EL-232-00-01E	Sketch Layout	Y/N		Y/N	
		EL/232/00/01E	EL-232-00-01K	"	Y/N		Y/N	
					Y/N		Y/N	
					Y/N		Y/N	
					Y/N		Y/N	
					Y/N		Y/N	
					Y/N		Y/N	
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					Y/N		Y/N	
					Y/N		Y/N	

KNOWSLEY
METROPOLITAN BOROUGH

Department of Planning and Development
Director Graham Smith Bsc Dip MS Ceng MICE MIHT

URGENT
FACSIMILE TRANSMISSION

TO:	**Tim Astle**
COMPANY:	**Westbury Homes**
FAX NO:	**0161 748 5422**
FROM:	**Lee Osborne**
TELEPHONE NO:	**0151 443 2392**
DATE:	**1/12/00**
NO. OF PAGES INCL THIS ONE:	**3**

Tim,

Please find enclosed a copy of the Highways consultation response received this morning. I'll have a word with them this afternoon and get back to you if a meeting is required or not. Obviously the sooner their comments are taken on board and an amended plan submitted the quicker a decision can be made. Sorry it's so late in the day but I only received the comments this morning.

Head of Planning Services Jill Wilson BA MRTPI
P O Box 26 Yorkon Buildings Archway Road Huyton Knowsley Merseyside L36 9FB
Tel 0151 443 2303 Minicom 0151 443 3401 Fax 0151 443 2370
E-mail: planning.DPD@Knowsley.gov.uk

TO TES

KNOWSLEY MBC PLANNING & DEVELOPMENT
PASS TO MN/IC
DATE 26 OCT 2000
ACTIC

MEMORANDUM

From: PLANNING SERVICES DIVISION -
Lee Osborne - 0151 443 2318

Our Ref: 00/00602/FUL

Date 25 October 2000

Subject: INTERNAL CONSULTATION

To: **Highway Authority**

PROPOSAL: SUBSTITUTION OF HOUSE TYPES TO PLOTS 1 - 111 (AREA 6) AND INCREASE IN NUMBER OF DWELLINGS FROM 83 TO 111

LOCATION: Westbury Homes Land At Saxon Way Kirkby Knowsley L33 4DQ

I enclose herewith documents relating to the above planning application and shall be glad to know whether you have any observations to offer on the proposal.

If no reply is received within 14 days, the application will be determined on the assumption that you do not desire to submit any observations.

For Director of Planning and Development

Received 1/12/00

From: **Highway Authority**

Originator: MT

To: DIRECTOR of PLANNING AND DEVELOPMENT Date: 15/11/00

PROPOSAL: SUBSTITUTION OF HOUSE TYPES TO PLOTS 1 - 111 (AREA 6) AND INCREASE IN NUMBER OF DWELLINGS FROM 83 TO 111

LOCATION: Westbury Homes Land At Saxon Way Kirkby Knowsley L33 4DQ

OBSERVATIONS Ref. No: 00/00602/FUL

The increased number of plots shown in area 6 will lead to areas 5 and 6 exceeding the number of plots permitted to be served by a single access point. An additional access point or an emergency access on the spine road serving areas 5 & 6 will therefore be required.

Road 4 ~~[illegible]~~ is shown as an access way but should be ~~[illegible]~~ a formal segregated road with 5.5m carriageway width and 2m footways.

Road 1 should be 5.5m wide with 2m footways whilst the access way off it should have local widening up to 6m.

Road 3 should be 5.5m wide with 2m footways.

(See Over)

Parking levels and layout to the satisfaction of the Planning Authority.

The proposed alleys are a strong cause for concern regarding security of this and the adjacent site ~~&~~. This department is currently active in 'designing out' similar existing schemes to reduce crime and nuisance and to introduce such layouts would appear to be a negative step.

A number of plots show driveways accessing the highways at narrow angles (plots 1, 12, 17, 46, 67, 79, 83, 106 & 116) and these should be modified so that access is as close to 90° as possible.

The maximum number of properties served by a single private drive is two but a number of ~~#~~ plots are shown as exceeding this (Plots 18-20, 26-28, 37-39, 40-42, 60-63, 64-66 & 80-82) and should be modified accordingly.

In view of the above comments I would ~~object~~ recommend refusal of the current proposal in the interests of highway safety, unless the application can be conditioned to take into account these concerns.

/C

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RICHARD BURNS last night pleaded with Britain's rally fans not to aid his bid for world championship glory by indulging in dirty tricks.

Burns made his appeal amid reports that some supporters had promised to throw logs or stones in the way of his solitary rival Marcus Gronholm as he roars through the forests of Wales.

The 29-year-old has to win the Network Q Rally of Britain for a third year in a row and hope Gronholm finishes outside the top five to snatch the championship.

But the Reading-born driver warned: "I have no control about what could happen and will just go out and do my own thing. But I will not be very happy if I win the championship because Marcus has had problems which were nothing to do with him and were not in his control. It would not be fair.

"I think people will appreciate that the world championship has been fought the whole year and is not necessarily down to this one rally. We have had 13 other rallies and hopefully it is going to be completely fair right until the end."

There were similar claims of underhand tactics five years ago when Colin McRae clinched the only world title won by a Briton, so far from Spain's Carlos Sainz.

Burns added: "I don't think it has happened before. In 1995 Carlos thought it had, but there was no real evidence that it did.

And Burns added: "People should remember that I have to go to Finland next year!"

Gronholm is confident that his dream of being the latest driver to add his name to the roll-call of greats from his rally-mad country will not be scuppered by unsporting fans.

"I do not think there will be a problem, but there is nothing I can do about it. I just have to concentrate on my own rally," he said, as he prepared to launch his bid for glory in Cardiff.

The two title contenders could not be separated as they launched their battle in a head-to-head on a specially constructed superprint track in Cardiff's docklands last night.

Burns made a blistering start to the 13mile long super special stage and he left Gronholm trailing in the mud-soaked slip-stream after a day of rain in the Welsh capital.

But the Finn, who had joked earlier that he would have been better off in a boat for the stage, fought back on the floodlit course as they both crossed the line in Smin 21.5sec.

They were not the fastest as the Ford duo of Sainz and McRae both posted faster times with the Spaniard seeing off his team-mate by 0.7 secs in their shoot-out.

But it was the Subaru of Burns' team-mate John Kenkkunen, the four-time world champion, who posted the quickest time of the main field with a time of 21s.6.

● A successful season in Welsh rallying has got Oswestry mot sports dealer Ed Roberts in good spirits ahead of this year's Network Q rally.

With new co-driver Garry Hunter, a BT computer manager from Llanymynech, Roberts fin tabed second in class in the national championships, driv ing a near-standard Mitsubish Lancer, which he and and his business partner, Bob Woolley prepare during their spare time.

"This is my fourth Network Q rally, although the first wit Garry, and each time I've done bit better than the last," said Roberts, 59.

Pwllheli garage owner Dor Whitehurst and co-driver Terry Alberton, a former executive with NatWest Bank in Liver pool, are again in action in theil showroom class Subaru Impreza.



PICTURE IN CONCENTRATION: Richard Burns at the start of this year's RAC Rally

Report by
IAN GORDON

Matt follows in Tiger's feet

Question 5 Access

	Please state Yes or No		Please state Yes or No
Does the proposal involve a new vehicular access?	YES	an altered vehicular access?	NO
a new pedestrian access?	YES	an altered pedestrian access?	NO
Does there exist any public right of way within the application site?	NO		

Question 6 Trees

Please state Yes or No

Do you intend to prune or fell any trees as part of the proposed development? NO

If yes, please show the tree(s) on the plan and describe the works proposed.

Question 7 Existing Uses

Describe the existing or, if vacant, the last use(s) of the site. RESIDENTIAL DEVELOPMENT.

Question 8 Additional Information

Please State Yes or No

a. Is the application for shopping, office, industrial, or other commercial use? If so, please complete a Planning Application (Part 2), form P1A — NO

b. Is the application for, or associated with the winning and working of minerals or waste disposal? If so, please complete a Planning Application (Part 3), form P1M. — NO

Question 9 Drainage/Water Supply

a. How will surface water be dealt with? MAIN DRAIN

b. How will sewage be dealt with? MAIN SEWER

c. How will water be supplied? WATER MAIN

Question 10 Materials

If building works are proposed please describe all external materials, including roof materials (eg, brick walls, colour, make and type and show them on your plan).

TO BE AGREED

Question 11 Plans

Please list the drawings and plans submitted with this application form (4 sets are required):-

SEE ATTACHED LETTER.

Question 12

Please read and then sign the following statement

Declaration

I wish to apply for planning permission for the development described in this application and accompanying plans and enclose the fee of £ 9500.00

Signed ..... (Applicant/Agent) Date 14/09/00

Question 13

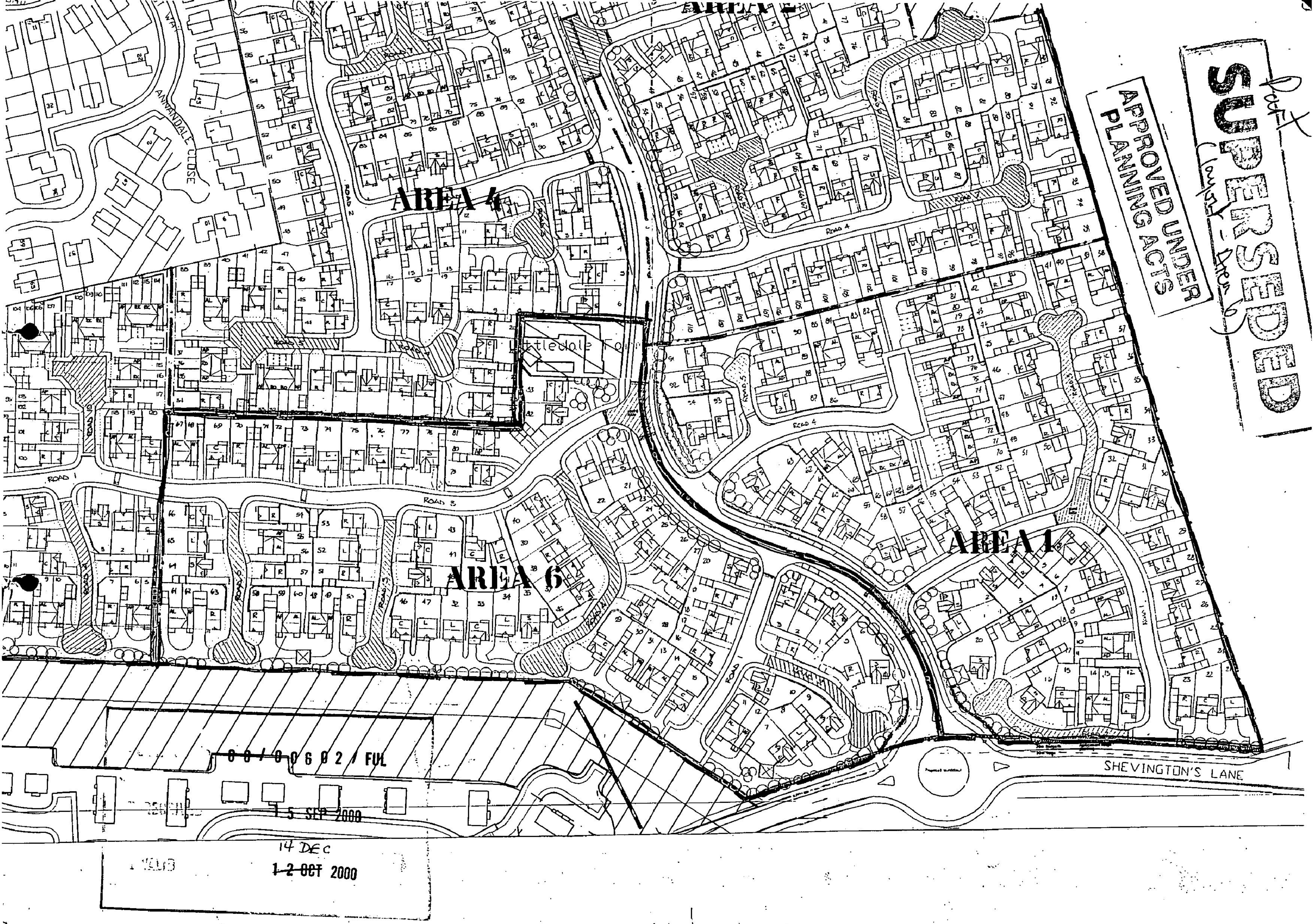
Certificate under Section 66(1)(a) and (4)(a) Town and Country Planning Act 1990.

Certificate A

I certify that at the beginning of the period of 21 days ending with the date of the accompanying application nobody, except the applicant, was the owner of any part of the land to which the application relates.

None of the land to which the application relates is, or is part of, an agricultural holding.

Signed ..... (Applicant/Agent) Date 14/09/00


AREA 4
AREA 6
AREA 1
ANNANDALE CLOSE
ROAD 1
ROAD 2
ROAD 3
ROAD 4
ROAD 5
ROAD 7
Littledale Fo
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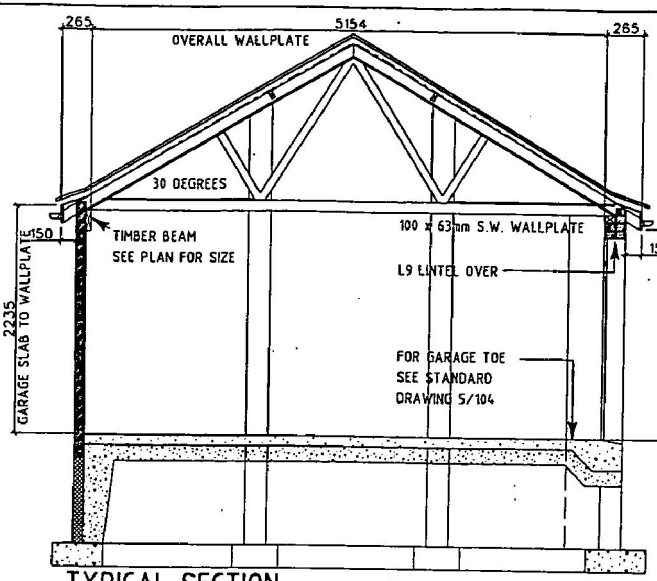
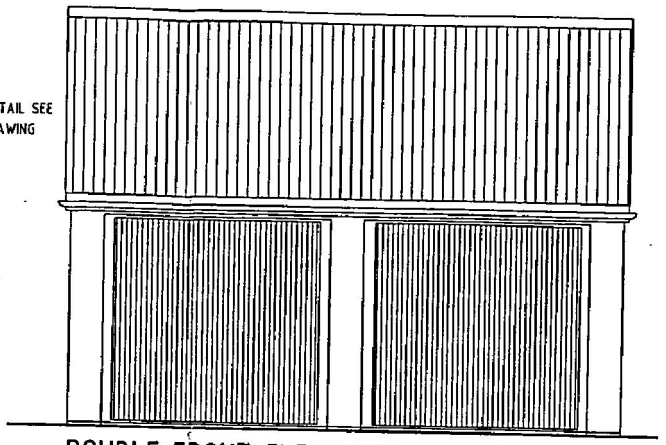
00/00602/FUL
15 SEP 2000
14 DEC
12 OCT 2000

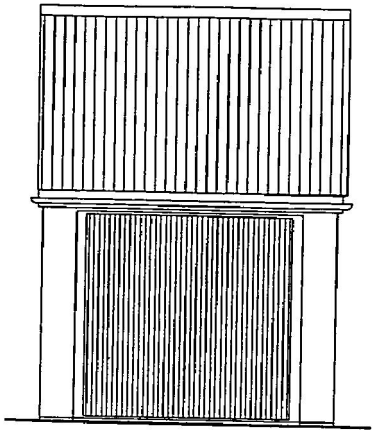


TYPICAL SECTION

FOR EAVES DETAIL SEE STANDARD DRAWING 3/100



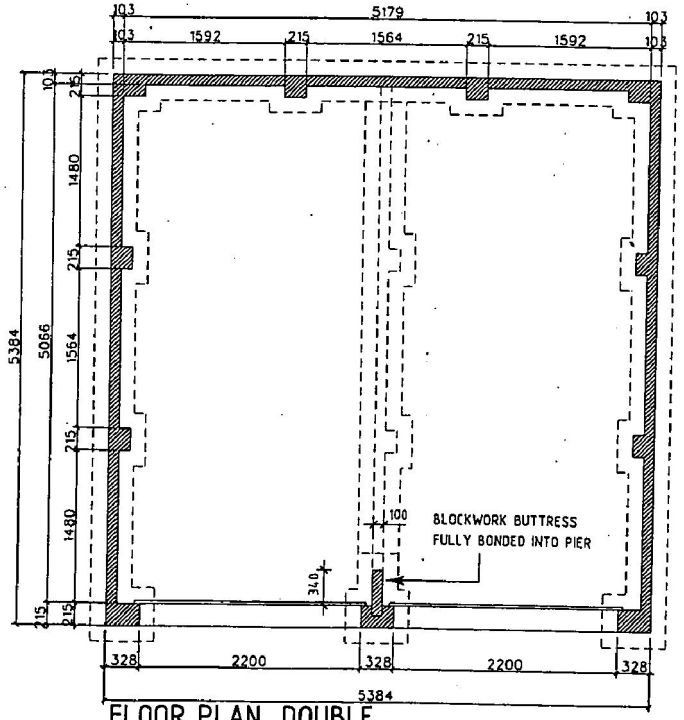
DOUBLE FRONT ELEVATION



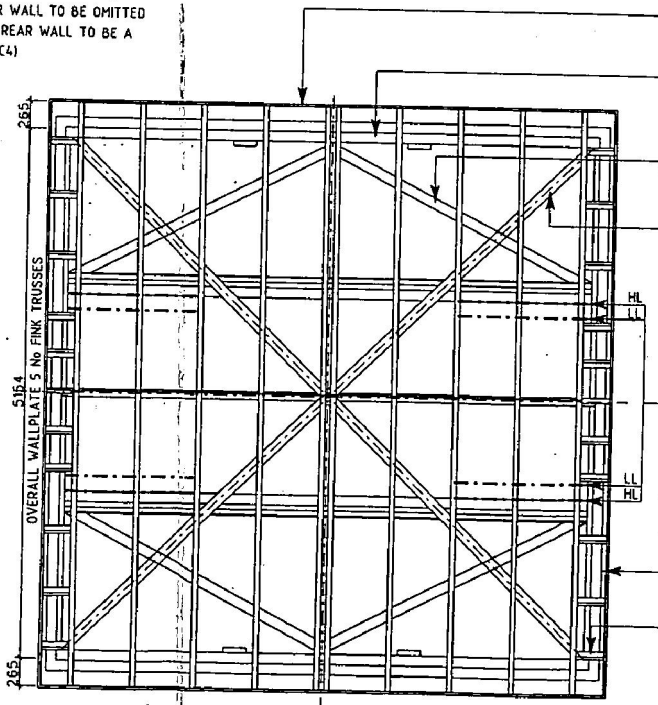
SINGLE FRONT ELEVATION

APPROVED UNDER PLANNING ACTS

NOTE:-
WHERE PARTY WALL IS SPECIFIED PIERS TO REAR WALL TO BE OMITTED AND BEAM TO REAR WALL TO BE A 220 x 75mm (SC4)



FLOOR PLAN, DOUBLE



ROOF PLAN, DOUBLE

REF STANDARD DETAIL (S/108)

100 x 63mm S.W. WALLPLATE STRAPPED TO WALL WITH 30 x 5mm STRAPS POSITIONED AT PIERS

100 x 25mm RS DIAGONAL CEILING BRACING

100 x 25mm RS DIAGONAL BRACING

FOR BRACING DETAILS SEE STANDARD DRAWING 3/129

100 x 25MM BINDERS

NOTE:-
SEE DRAWING 5/113 FOR PERSONNEL DOOR DETAILS

100 x 38mm RS SUB-FACIA/ LADDER FRAME

100 x 38mm S.W. GABLE LADDER

FOR VERGE DETAILS SEE STANDARD DETAIL 3/104

NOTE:-
PYRAMID ROOF CONSTRUCTION SPECIFIED S.W. EDGE BEAM, SECURED TO PIERS VIA GALV. 30 x 5mm MS WALL PLATE STRAPS. (SEE NOTE ON ROOF PLAN R.E. SIZE OF EDGE BEAM)
BEAMS AT CORNERS/JOINTS TO BE FIXED TOGETHER VIA 30 x 5MM MS ANGLE STRAP IN ADDITION TO THE STANDARD WALL PLATE HOLDING STRAPS.

PARTY WALL, (STD ROOF)
WHEN REQUIRED PARTY WALL TO BE BUILT TO U/S OF ROOF AND FIRE STOPPED. WHERE TRUSSES ARE PERPENDICULAR TO WALL TO U/S OF TRUSSES AND LINE CEILING WITH 12.7mm FIRELINE PLASTERBOARD OR SIMILAR.

PARTY WALL, (PYRAMID ROOF)
WHEN REQUIRED PARTY WALL TO BE BUILT TO U/S OF ROOF COVERING AND FIRESTOPPED WITH ROCKSIL OR SIMILAR.

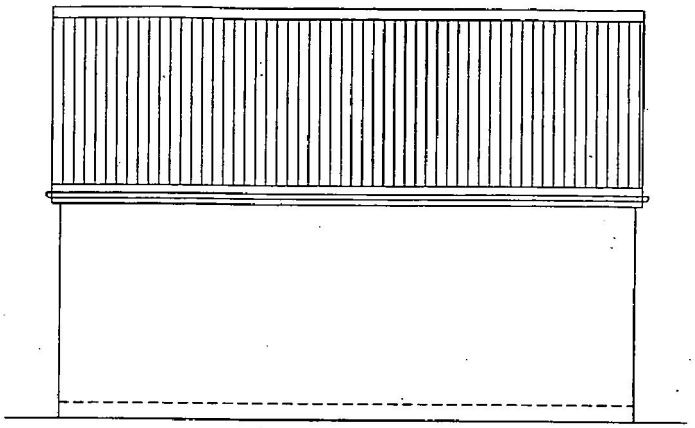
GARAGE DOOR LINTOL/ BOX LINTEL

TIMBER WALLPLATE BEAMS
TIMBER WALLPLATE BEAMS TO BE 220 x 75mm FOR SINGLE GARAGES AND DOUBLE GARAGES WITH CENTRAL PARTY WALL.
220 x 50mm (SC3) TO OPEN DOUBLE GARAGES.

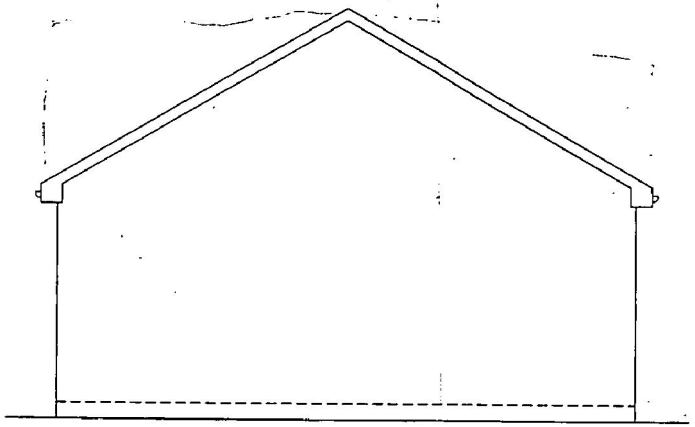
RECEIVED 14 DEC 2000 2000/6021/FUL

REVISIONS			SCALE	TITLE	DWG. NO.	REV
A	PIER REINFORCED 11/99		1:50	GARAGE DETAILS	5/110	B
B	NOTE ADDED REF PERSONNEL DOOR 12/99		DATE 13.11.97	DRAWN GTD		
			N.H.B.C. APPR.	LANTAC APPR.	REGIONAL ISSUE	

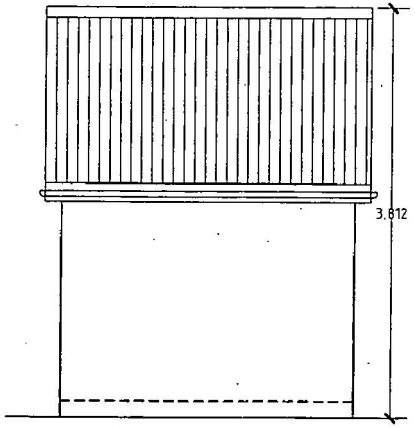
Westbury Group Technical Department



DOUBLE GARAGE REAR ELEVATION



DOUBLE & SINGLE GARAGE SIDE ELEVATION



SINGLE GARAGE REAR ELEVATION

00/00602/FUL

12 OCT 2000

~~12 OCT~~ 2000
14 DEC

APPROVED UNDER PLANNING ACTS

Site: SAXON WAY, AREA 6	Date: 11/10/00 Scale: 1 : 50 Drawn By: RICHARD THOMAS Checked By: TIM ASTLE	Drwg. No: GAR/01/01	Drawing: SIDE & REAR ELEVATIONS FOR SINGLE & DOUBLE GARAGES	Westbury WESTBURY HOMES (HOLDINGS) LTD North West Region, Development House, 30 Crofts Bank Road, Urmston, Manchester. M41 0JS. Tel. 0161 747 6656 Fax. 0161 748 5422

Public Notices

METROPOLITAN BOROUGH OF KNOWSLEY TOWN AND COUNTRY PLANNING (GENERAL DEVELOPMENT PROCEDURE) ORDER 1995 NOTICE UNDER ARTICLE 8 PUBLICITY FOR PLANNING APPLICATIONS

NOTICE IS HEREBY GIVEN that the Metropolitan Borough of Knowsley has received the following planning applications:-

O/2000/0547/FUL SUBSTITUTION OF HOUSE TYPES TO PLOTS 1-11, PARA 81 AND INCREASE IN NUMBER OF DWELLINGS FROM 83 TO 111 Westbury Homes Land at Sauce Way, Kirkby, Knowsley L33 7SW

O/2000/0654/FUL ERECTION OF SINGLE STOREY TO TWO STOREY RESIDENCE CENTRED SATELLITE CENTRE Huyton Gate Social Education Centre Prescot Drive, Huyton, Knowsley L36

O/2000/0747/VAL VARIATION OF CONDITION 4 ON PLANNING APPLICATION APP/B3000/45 TO AMEND OPENING HOURS Shopping Parade Opposite Camberley Medical Centre, Camberley Drive, Halewood, Knowsley

Any representations relating to this application should be sent to the Director of Planning and Development, Municipal Buildings, PO Box 26, Archway Road, Huyton, L36 9YB, to be received within 14 days from the date of this publication quoting the reference number(s) above. Copies of the application may be inspected at the offices of the Director of Planning and Development, Municipal Buildings, Archway Road, Huyton between the hours of 9.00am and 5.00pm. However, inspection of the plans between 12 noon and 2.00pm is by appointment only.

Following the Local Government (Access to Information) Act 1985 which came into force on 1st April 1986, your representations may be placed on a file which is available for public inspection for a period of six years.

S CALLAGHER
Chief Executive

METROPOLITAN BOROUGH OF KNOWSLEY PLANNING (LISTED BUILDING AND CONSERVATION AREAS) ACT 1990
TOWN AND COUNTRY PLANNING (LISTED BUILDINGS AND BUILDINGS IN CONSERVATION AREAS) REGULATIONS 1990

NOTICE IS HEREBY GIVEN that the Metropolitan Borough of Knowsley has received the following planning applications:-

O/2000/0654/FUL ERECTION OF SINGLE STOREY EXTENSIONS TO FRONT AND REAR OF DWELLING, 55 Tidworth Road Knowsley, Knowsley L34 0EU.

The above-mentioned application is situated within or, in the opinion of the Authority, affects the character or appearance of a Conservation Area/the character setting of a listed building.

Any representations relating to this application should be sent to the Director of Planning and Development, Municipal Buildings, PO Box 26, Archway Road, Huyton, L36 9YB, to be received within 21 days from the date of this publication quoting the reference number(s) above. Copies of the application may be inspected at the offices of the Director of Planning and Development, Municipal Buildings, Archway Road, Huyton between the hours of 9.00am and 5.00pm. However, inspection of the plans between 12 noon and 2.00pm is by appointment only.

Following the Local Government (Access to Information) Act 1985 which came into force on 1st April 1986, your representations may be placed on a file which is available for public inspection for a period of six years

S CALLAGHER
Chief Executive

Construction/Building

FORKLIFT DRIVER and 2 + 1 bricklayers/gangs required. Ring 01352 735192.

Party Plan

PARTY PLAN Please be aware, some party plan companies may request payment for demonstration kits.

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DAILY POST *holiday time*


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Burns in plea to rally fans to keep it fair

RICHARD BURNS last night pleaded with Britain's rally fans not to aid his bid for world championship glory by indulging in dirty tricks.

Burns made his appeal amid reports that some supporters had promised to throw logs or stones in the way of his solitary rival Marcus Gronholm as he roars through the forests of Wales.

The 29-year-old has to win the Network Q Rally of Britain for a third year in a row and hope Gronholm finishes outside the top five to snatch the championship.

But the Reading-born driver warned: "I have no control about what could happen and will just go out and do my own thing. But I will not be very happy if I win the championship because Marcus has had problems which were nothing to do with him and were not in his control. It would not be fair.

"I think people will appreciate that the world championship has been fought the whole year and is not necessarily down to this one rally. We have had 13 other rallies and hopefully it is going to be completely fair right until the end."

There were similar claims of underhand tactics five years ago when Colin McRae clinched the only world title won by a Briton so far from Spain's Carlos Sainz.

Burns added: "I don't think it has happened before. In 1995 Carlos thought it had, but there was no real evidence that it did.".

And Burns added: "People should remember that I have to go to Finland next year!"

Gronholm is confident that his dream of being the latest driver to add his name to the roll-call of greats from his rally-mad country will not be scuppered by unsporting fans.

"I do not think there will be a problem, but there is nothing I can do about it. I just have to concentrate on my own rally," he said, as he prepared to launch his bid for glory in Cardiff.

The two title contenders could not be separated as they launched their battle in a head-to-head on a specially constructed superSprint track in Cardiff's docklands last night.

Burns made a blistering start to the 1.6mile long super special stage and he left Gronholm trailing in the mud-soaked slipstream after a day of rain in the Welsh capital.

But the Finn, who had joked earlier that he would have been better off in a boat for the stage, fought back on the floodlit course as they both crossed the line in 2min 21.5sec.

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PICTURE IN CONCENTRATION: Richard Burns at the start of this year's RAC Rally

Report by
IAN GORDON

Burns made a blistering start to the 1.6mile long super special stage and he left Gronholm trailing in the mud-soaked slipstream after a day of rain in the Welsh capital.

But the Finn, who had joked earlier that he would have been better off in a boat for the stage, fought back on the floodlit course as they both crossed the line in 2min 21.5sec.

They were not the fastest as the Ford duo of Sainz and McRae both posted faster times with the Spaniard seeing off his team-mate by 0.7 secs in their shoot-out.

But it was the Subaru of Burns' team-mate Juha Kankkunen, the four-time world champion, who posted the quickest time of the main field with a time of 2:19.5.

● A successful season in Welsh rallying has put Oswestry motorsports dealer Ed Roberts in good spirits ahead of this year's Network Q rally.

With new co-driver Garry Hunter, a BT computor manager from Llanymynach, Roberts finished second in class in the national championships, driving a near-standard Mitsubishi Lancer, which he and and his business partner, Rob Woolley prepare during their spare time.

"This is my fourth Network Q rally, although the first with Garry, and each time I've done a bit better than the last," said Roberts, 39.

Pwllheli garage owner Dor Whitehurst and co-driver Terry Atherton, a former executive with NatWest Bank in Liverpool, are again in action in their showroom class Subaru Impreza.

Matt follows in Tiger's feet

MEMORANDUM

From: PLANNING SERVICES DIVISION - Lee Osborne - 0151 443 2318

Our Ref: 00/00602/FUL

Date 25 October 2000

Subject: INTERNAL CONSULTATION

To: **Conservation Officer** – Urban Design

PROPOSAL: **SUBSTITUTION OF HOUSE TYPES TO PLOTS 1 - 111 (AREA 6) AND INCREASE IN NUMBER OF DWELLINGS FROM 83 TO 111**

LOCATION: **Westbury Homes Land At Saxon Way Kirkby Knowsley L33 4DQ**

I enclose herewith documents relating to the above planning application and shall be glad to know whether you have any observations to offer on the proposal.

If no reply is received within 14 days, the application will be determined on the assumption that you do not desire to submit any observations.

For Director of Planning and Development

From: **Conservation Officer**

Originator: Roger Bayley

To: DIRECTOR of PLANNING AND DEVELOPMENT Date: 27/10/00

PROPOSAL: **SUBSTITUTION OF HOUSE TYPES TO PLOTS 1 - 111 (AREA 6) AND INCREASE IN NUMBER OF DWELLINGS FROM 83 TO 111**

LOCATION: **Westbury Homes Land At Saxon Way Kirkby Knowsley L33 4DQ**

OBSERVATIONS Ref. No: 00/00602/FUL

This scheme is a considerable improvement over the previous ones, in my opinion.
The site layout is more interesting and parking arrangements better. Garage courts have been omitted.
The least attractive feature will probably be the blocks of four houses, with the Rockley being a cramped little property of only 600 square feet floor area.

VS/06

LO

MEMORANDUM

[redacted]
Lee Osborne - 0151 443 2318

Our Ref: 00/00602/FUL

RECEIVED
27 OCT 2000
D.H.P.H.

Date 25 October 2000

Subject: INTERNAL CONSULTATION

[redacted]

PROPOSAL: **SUBSTITUTION OF HOUSE TYPES TO PLOTS 1 - 111 (AREA 6) AND INCREASE IN NUMBER OF DWELLINGS FROM 83 TO 111**

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For Director of Planning and Development

KNOWSLEY DEPARTMENT OF PLANNING AND DEVELOPMENT
PASS TO LO
DATE RECEIVED 31 OCT 2000
ACTION TAKEN

From: **Environmental Health**

Originator: D LOGAN ext 4709

To: DIRECTOR of PLANNING AND DEVELOPMENT Date: 30.10.00

PROPOSAL: **SUBSTITUTION OF HOUSE TYPES TO PLOTS 1 - 111 (AREA 6) AND INCREASE IN NUMBER OF DWELLINGS FROM 83 TO 111**

LOCATION: **Westbury Homes Land At Saxon Way Kirkby Knowsley L33 4DQ**

OBSERVATIONS Ref. No: 00/00602/FUL

I have no objection to this proposal.
Plots 14, 15 and 16, which front Sherringtons Lane, appear to be at the same distance from the road as for the layout shown in a previously approved application (98/639).
The separation distance shown between dwellings and the nearest overhead power line is also maintained at 25 metres, which is consistent with the planning brief previously produced for this site.

MEMORANDUM

To:	Lee Osborne Planning Services Development Control	*Your Ref:*	APP00/00602
From:	Michael Porter ext. 2307 Design Consultancy	*Our Ref:*	DC/MP/00602
		Date:	1/11/00

Subject: **SUBSTITUTION OF HOUSE PLOTS 1-111 (AREA 6) AND INCREASE IN NUMBER OF DWELLINGS FROM 83 TO 111, SAXON WAY, KIRKBY**

This application has no landscape input to comment on at this stage. However to comment on any future proposed landscaping for this housing development (Area 6) I would like to see the following information.

- A planting plan (1:200 scale) showing proposed shrub layout and tree locations including species, numbers, sizes, initial establishment including grass areas / ground preparation etc.
- Hard landscape elements and paving, including layout, materials and colours.
- Boundary walls and fencing with supporting elevations and construction details.
- An indication of the arrangements and specifications for maintenance and the longer-term management of all soft landscape areas.

MP .....

Knowsley M.B.C.
Planning ... Dept
- 1 NOV 2000
Planning Services Division

COPY

KNOWSLEY
METROPOLITAN BOROUGH

Department of Planning and Development
Deputy Chief Executive & Director of Planning and Development
Graham Smith B Sc Dip MS C Eng MICE MIHT

NOTICE OF APPLICATION FOR PLANNING PERMISSION

Town and Country Planning (General Development Procedure) Order 1995

NOTICE UNDER ARTICLE 8

Proposed development at Westbury Homes Land At Saxon Way Kirkby Knowsley L33 4DQ

I give notice that Westbury Homes Ltd (NW)

Is applying to KNOWSLEY METROPOLITAN BOROUGH COUNCIL for permission for the following:-

SUBSTITUTION OF HOUSE TYPES TO PLOTS 1 - 111 (AREA 6) AND INCREASE IN NUMBER OF DWELLINGS FROM 83 TO 111

The proposed development does accord with the provisions of the development plan in force in the area in which the land to which the application relates is situated.

Members of the public may inspect copies of the application, the plans and other documents submitted with it at The Department of Planning and Development, Yorkon Building, Archway Road, Huyton during all reasonable opening hours until 22 November 2000.

Anyone who wishes to make representations about this application should write to the Council at The Department of Planning and Development, Knowsley Metropolitan Borough Council, PO Box 26, Municipal Buildings, Archway Road, Huyton by 22 November 2000.

The contact person for this application is Lee Osborne on 0151 443 2318.

Signed: GRAHAM SMITH

On behalf of Knowsley MBC

Date: 1 November 2000.

INVESTOR IN PEOPLE
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A POOL OF TALENT

Westbury Homes (Holdings) Ltd North West Region
Westbury House Crofts Bank Road Urmston Manchester M41 OJS
Tel 0161 747 6656 Fax 0161 748 5422

12 October 2000
Our Ref: TJA/LF/A150

Westbury

Knowsley Metropolitan Borough Council
Department of Planning and Development
P.O. Box 26
Yorkon Buildings
Archway Road
Huyton
Knowsley
Merseyside, L36 9FB

Knowsley M.B.C.
Planning & Development Dept
12 OCT 2000
Planning Services Division

For the attention of Mr. Gerry McCarthy

Dear Mr. McCarthy

SUBSTITUTION OF HOUSETYPES
PLOTS 1 -111 SAXON WAY, TOWER HILL, KNOWSLEY

Thankyou for your letter dated 21 September 2000 (ref. 00/00602/FUL).

Please note the following:-

1. Drawing attached showing rear and side elevations of the single and double garages.
2. The Rockley end housetype is the same as the Rockley mid therefore same floor plans can be used.

I trust the above information is satisfactory, however, should you have any queries please do not hesitate to contact me.

Yours sincerely

TIM ASTLE
PLANNING MANAGER

COPY.

KNOWSLEY
METROPOLITAN BOROUGH

Department of Planning and Development

Director - Graham Smith B Sc Dip MS C Eng MICE MIHT

Westbury Homes Ltd (NW)
Westbury House
Crofts Bank Road
Urmston
M41 OJS

Our Ref 00/00602/FUL
21 September 2000

Dear Sir/Madam

TOWN AND COUNTRY PLANNING ACT 1990

PROPOSAL: SUBSTITUTION OF HOUSE TYPES TO PLOTS 1 - 111
LOCATION: Westbury Homes Land At Saxon Way Tower Hill Knowsley L33 4DQ

The above mentioned application submitted by you is incomplete by reason of the deficiencies listed below:-

1. Please submit 4 No. drawings to show the rear and side elevations of the single and double garages. ✓ Rec'd 12.10.00

2. Is Rockley End House type same as Rockley Mid ? If not, please submit floor plans and elevations. ✓ Rec'd 12.10.00

Would you please forward the above information at your earliest convenience in order that your application may be formally registered and considered. If, however, I do not hear from you within the next 4 weeks 1 shall assume you no longer wish to proceed and I shall subsequently treat your application as withdrawn.

If you require any further information please contact Gerry McCarthy on 0151 443 2318.

Yours faithfully

Joanne Wise
Development Control Manager

INV1

Target 25-10-99

KNOWSLEY

DEPARTMENT OF PLANNING AND DEVELOPMENT

Planning Services Division

ISO 9002 : 1994
Sub-Clause 4.9

DOCUMENTED QUALITY SYSTEM

Operating Procedure DC/OP01

Page 1 of 1

VALIDITY CHECK SHEET

Planning Officer: LO

App No: 00/00 600 / FUL

Delegated/Committee

PERMITTED DEVELOPMENT

		ACTION REQUIRED/TAKEN
Is application Permitted Development? (Refer to Guidance Note No 1)	(N) / Y	PTO for additional space

FEES

		ACTION REQUIRED/TAKEN
Does an Exemption Apply?	(N) / Y	
Correct fee Received?	(Y) / N	PTO for additional space

FORMS

		ACTION REQUIRED/TAKEN
Application Type Correct?	(Y) / N	
Correct No. of Forms?	(Y) / N	
Forms Complete/Signed/Dated?	(Y) / N	
Part II Forms Submitted?	(N/A) / Y / N	
Correct Certificate Completed/Signed	(Y) / N	PTO for additional space

PLANS (Please list ALL plans received overleaf)

		ACTION REQUIRED/TAKEN
Sufficient site location plans edged red/blue	(Y) / N	
Sufficient site layout plans	N/A / (Y) / N	
Sufficient existing floor plans	(N/A) / Y / N	
Sufficient proposed floor plans	N/A / (Y) / N	
Sufficient existing elevations	(N/A) / Y / N	
Sufficient proposed elevations	N/A / Y / (N)	rear side elevs of single + double garages. P.T.O
Sufficient levels/Sections (See Q7 (h) on OP01/01(1))	(N/A) / Y / N	PTO for additional space

RECORD OF PLANS RECEIVED UP TO VALIDATION OF APPLICATION

DATE	PLAN DESCRIPTION	SCALE	REFERENCE NO.
15.9.00	Location plan	—	—
15.9.00	Layout plan.	1:500	SL/220/01/B
15.9.00	Alford House Type	1:100	1ALF/280
15.9.00	Appleford House Type	1:100	1APF/280
15.9.00	Rosedale " "	1:100	1ROS/200
15.9.00	Rockley Mid " "	1:100	1ROC/470
15.9.00	Shoreham " "	1:100	1SH0/200
15.9.00	Lavenham " "	1:100	1LAV/200
15.9.00	Garage details	1:50	5/110 3
15.9.00	Gate/fence details	1:20	SDIF/70/1A
12.10.00	Double & single garage rear/side elevations	1:50	GAR/01/01

ADDITIONAL NOTES ON ACTION REQUIRED
(Continued from Overleaf)

Is Rockley End House Type same as Rockley Mid, if not submit floor plans & elevs.

SUMMARY Checked by: CS | DATE: 19/9/00

Permitted Development		Valid		Invalid	✓	(Refer to box below)

Subsequently made Valid (Date and Initials)	AMC ✓ 12.10.00.	Treated as Withdrawn	

Westbury Homes (Holdings) Ltd North West Region
Westbury House Crofts Bank Road Urmston Manchester M41 OJS
Tel 0161 747 6656 Fax 0161 748 5422

14th September 2000

Cheif Planning Officer
Department of Planning and Development
PO Box 26,
Yorkon Buildings,
Archway Road,
Huyton,
Merseyside
L36 9FB

Westbury

Re: Planning Application, Land at Shevingtons Lane/Saxon Way Area 6, Kirby

Dear Sir/Madam,

Please find enclosed our Full Plans Application in respect of the above site, to support this we enclose 4no. copies of the following information:-

I. Fully Completed Application Forms

II. Sketch Layout - SL/220/01/6 revision D

III.Lavenham - 1LAV/200

IV.Shoreham - 1SHO/200

V. Rockley - 1ROC/470

VI.Rosedale - 1ROS/200

VII.Appleford - 1APP/280

VIII.Alford - 1ALF/280

IX.Garage Detail - 5/110 revision B

X. Gate/fence Detail - SD/F/70/1 revision A

XI.Lacation Plan - scale 1:1250

XII.Cheque for the sum of £9500.00 (nine thousand five hundred pounds) made payable to Knowsley Borough Council.

Knowsley M.B.C.
Planning & ... Dept
15 SEP 2000
Planning Services Division

Westbury

We trust this information is sufficient to process our application, however should you have any queries or require any further information please do not hesitate to contact the writer.

Yours Faithfully

Dean Fisher
Layout Designer

P1

Planning Application

Town and Country Planning Act 1990
Please read the accompanying notes, form P1B, before answering each question.
Please complete in BLOCK LETTERS.

Application No. 00/00602/FUL
Date Received 15 SEP 2000
Fee Paid £ 9500-00
Receipt No. H394977
WESTBURY HOMES LTD

Question 1
Name and Address of Applicant

WESTBURY HOMES LTD (NW)
WESTBURY HOUSE
COOTS BANK RD WARRINGTON
Postcode WA1 4TS
Tel. No. 0161 747 6656

Question 1a
Name and Address of Agent (if any)

Postcode 14 DEC
Tel. No. 12 OCT 2000
(Contact's name: .....)

Question 2
Address or Location of Application Site - indicate on the plan any adjoining land in the applicants control

SAXON WAY, KIRBY. AREA 6.

Question 3
Accurate description of the proposed development (including site area if known)

SUBSTITUTION OF PLOTS 1-111 (111 NO UNITS).

Question 4
Type of Application

Please state yes in the appropriate box

a. Full application for a change of use not involving any building works
b. Full application for ~~a change of use and/or~~ new building/engineering work or alterations — YES
c. Outline application for the erection of building(s)
(i) Please state yes/no which matters, if any, are being applied for
Siting | Design | Means of Access | External Appearance | Landscaping
(ii) For residential development give number and type of dwellings (indicate on separate sheet if necessary)
d. Reserved Matters application
(i) Please give reference number of outline permission .....
(ii) Please state yes/no which reserved matters are being dealt with in this application.
Siting | Design | Means of Access | External Appearance | Landscaping
e. Continuation of Temporary Permission
Please give reference number of previous permission .....
f. Modification or Removal of a Condition
Please give the number of the planning permission and the relevant condition .....