

DATED

2024

ST HELENS BOROUGH COUNCIL

and

**RODERICK LESLIE HAMILTON
STEEN, CHRISTOPHER JOHN
WHITTLES AND MARK STEPHEN
EASTBURN GRIME**

and

WAIN HOMES (NORTH WEST) LIMITED

AGREEMENT

**Pursuant to Section 106 Town and Country Planning Act 1990 (as amended)
relating to land west of Mill Lane, Newton Le Willows, WA12 8DE**

Planning Application Ref: P/2023/0619/FUL

Planning Appeal Ref: APP/H4315/W/24/3350503

THIS AGREEMENT is made the day of 2024

BETWEEN: -

- (1) **ST HELENS BOROUGH COUNCIL** of Town Hall, Victoria Square, St. Helens, Merseyside WA10 1HP ("**Council**");
- (2) **RODERICK LESLIE HAMILTON STEEN, CHRISTOPHER JOHN WHITTLES AND MARK STEPHEN EASTBURN GRIME** care of Messrs Ingham & Yorke, Huntroyde Estate Office, Whins Lane, Padiham, Burnley BB12 7QX ("**Owner**"); and
- (3) **WAIN HOMES (NORTH WEST) LIMITED** incorporated and registered in England and Wales (Co. Regn. No. 4978580) of registered office Exchange House, Kelburn Court, Birchwood, Warrington, WA3 6UT ("**Developer**").

INTRODUCTION

- A.** The Council is the local planning authority for the purposes of the Act for the area in which the Site is situated and by whom the obligations in this Agreement are enforceable.
- B.** The Owner is the proprietor of the freehold interest in the Site.
- C.** The Developer is the developer of the Site and has the benefit of the Option to Purchase.
- D.** The Developer applied to the Council for planning permission to develop the Site in the manner set out in the Application and in the plans, specifications and particulars deposited with the Council.
- E.** The Council refused the Application on 15 March 2024. The Developer has submitted the Appeal to the Secretary of State.
- F.** All parties to this Agreement have agreed to enter into this Agreement so as to create planning obligations pursuant to Section 106 of the Act and to be bound by and observe and perform the covenants, agreements, conditions and stipulations hereinafter contained on the terms of this Agreement should the Planning Permission be granted pursuant to the Appeal.

1 **Definitions and Interpretation**

In this **AGREEMENT** the following words and expressions shall have the meaning set out below:

“Act” means the Town and Country Planning Act 1990 as amended from time to time;

“Affordable Housing” means affordable housing as defined in National Policy (as may be updated or replaced from time to time) that will be available to persons who cannot afford to rent or buy housing generally available on the open market on readily available terms with eligibility determined with regard to local incomes and local house prices;

“Affordable Housing Delivery Plan” means a written plan to be submitted to and approved by the Council in accordance with the provisions of Part 1 of the Third Schedule, which shall include the following details:

- (a) the proposed tenure of the Affordable Housing Units;
- (b) an indicative programme for the delivery of the Affordable Housing Units; and
- (c) details of the proposed Registered Provider in respect of the Affordable Housing Units;

“Affordable Housing Units” means the Residential Units to be constructed within the Site as Affordable Housing in accordance with the Planning Permission, the Layout Plan and the approved Affordable Housing Delivery Plan, which shall collectively comprise not less than 30% (thirty percent) of the total number of Residential Units and “Affordable Housing Unit” shall be construed accordingly;

“Agreement” means this agreement;

“Appeal” means the appeal to the Secretary of State following the refusal of the Application by the Council and which appeal has been given reference APP/H4315/W/24/3350503;

“Application” means the application in respect of the Site for full planning permission for the Development submitted to the Council and allocated reference number P/2023/0619/FUL;

“Commencement of Development” means the date upon which a material operation as defined in Section 56(4) of the Act has begun in respect of the Development pursuant to the Planning Permission save that the term “material operation” shall be deemed not to include operations in connection with any work of or associated with demolition, site clearance, remediation works, environmental investigation, site and soil surveys, erection of contractors work compound, erection of site office, erection of fencing to site boundary, archaeological investigations, erection of any temporary means of enclosure, the temporary display of site notices or advertisements, and references to “Commenced” and “Commence Development” shall be construed accordingly;

“Decision Letter” means the decision letter issued by the Planning Inspector or the Secretary of State confirming whether or not the Appeal is allowed;

“Development” means the development described in the Second Schedule;

“Education Contribution” means a total financial contribution of £553,733.00 (five hundred and fifty three thousand seven hundred and thirty three pounds) Index Linked, towards the provision of off-site education places, comprising the following amounts:

- a) £83,237.00 (eighty three thousand two hundred and thirty seven pounds) towards the provision of 7 (seven) early years places;
- b) £121,216.00 (one hundred and twenty one thousand two hundred and sixteen pounds) towards the provision of 10 (ten) secondary school places;
- c) £189,079.00 (one hundred and eighty nine thousand and seventy nine pounds) towards the provision of 7 (seven) post 16 years places; and
- d) £160,201.00 (one hundred and sixty thousand two hundred and one pounds) towards the provision of 1.7 special educational needs places,

to be paid to the Council by the Owner in the following instalments:

- a) £276,866.50 (two hundred and seventy-six thousand eight hundred and eighty six pounds and fifty pence) Index Linked (**“First Education Contribution Instalment”**); and
- b) £276,866.50 (two hundred and seventy-six thousand eight hundred and eighty six pounds and fifty pence) Index Linked (**“Second Education Contribution Instalment”**);

in accordance with Part 2 of the Third Schedule;

“Expert” means an expert appointed pursuant to clause 13 of this Agreement;

“First Occupation” means the first time a Residential Unit is Occupied;

“Homes England” means the Homes and Communities Agency (trading as Homes England) or any bodies undertaking the existing functions of the Homes and Communities Agency within the meaning of Part 1 of the Housing and Regeneration Act 2008 (or as revised by any replacement or reenactment of such Act);

“Index Linked” means the adjustment of the sum referred to in this Agreement by indexing in accordance with the RPI Index from the date of this Agreement to the date of payment;

“Layout Plan” means the plan at **Annex 2** showing the Affordable Housing Units;

“Market Unit” means any Residential Unit which is not an Affordable Housing Unit;

“National Policy” means the National Planning Policy Framework published in September 2023 (including any future revision or replacement thereof) and any other relevant policy issued by the Government and stated to be national policy;

“Occupy” means beneficial occupation of the Residential Unit(s) for the purposes authorised by and pursuant to the Planning Permission and excludes occupation for the purposes of construction, internal and external refurbishment, decoration, fitting out, marketing, security or any other activity preparatory to the use of the Dwellings for the purposes as authorised by the Planning Permission and the words “Occupation” and “Occupied” shall be construed accordingly;

“Option to Purchase” means the option to acquire the Site contained in an agreement dated 26 July 2017 made between the Owner and the Developer and noted in the charges register of MS580987 at entries 2 and 3;

“Planning Inspector” means the planning inspector appointed by or on behalf of the Secretary of State to determine the Appeal;

“Planning Permission” means the planning permission that may be granted for the Development by or on behalf of the Secretary of State pursuant to the Appeal;

“Practical Completion” means practical completion of the relevant Residential Units (as the context shall require in the Agreement) so that the Residential Units can be used for the purpose for which they were designed and are available and ready for Occupation and “Practically Completed” shall be construed accordingly;

“Registered Provider” means an independent housing association registered in accordance with Part I of Chapter 2 of the Housing and Regeneration Act 2008 (or as redefined by any amendment, replacement or re-enactment of such Act) or any company or other body approved by Homes England for receipt of social housing grant as may be proposed by the Owner and references to “Registered Providers” shall be construed accordingly;

“Regulator” means the Regulator of Social Housing and any successor organisation;

“Residential Unit” means any separate unit of residential accommodation forming part of the Development which is within Use Class C3 of the Town and Country Planning (Use Classes) Order 1987 (as amended) and “Residential Units” shall be construed accordingly;

“RPI Index” means the Retail Prices All Items Index as published by the Office of National Statistics to include any applicable local or regional weighting;

“Secretary of State” means the Secretary of State for Housing, Communities and Local Government or any other minister or authority for the time being;

“Site” means the land shown edged red on the Site Plan (for the purpose of identification) and described in the First Schedule;

“Site Plan” means the plan attached to this Agreement at **Annex 1**;

“Transport Contribution” means a total financial contribution of £50,000.00 (fifty thousand pounds) Index Linked, towards the provision of full height curbs and shelters at the two bus stops nearest to the Site on Mill Lane, and associated works, to be paid to the Council by the Owner in accordance with Part 3 of the Third Schedule.

“Working Day” means a day other than a Saturday or Sunday or public holiday in England.

2 Construction of this Agreement

- 2.1 Clause headings are for reference only and shall not affect the construction of this Agreement.
- 2.2 Where more than one person is included in the expression “the Owner”, agreements and obligations expressed to be made or assumed by such party are made or assumed and are to be construed as made or assumed by all such persons jointly and each of them severally.
- 2.3 Any covenant by the Owner not to knowingly do any act or thing shall be deemed to include a covenant not to cause permit or suffer the doing of that act or thing.
- 2.4 Unless otherwise stated, references to clause numbers are references to the clauses in this Agreement.
- 2.5 Unless otherwise stated, references to schedules and paragraph numbers are references to the schedules and paragraphs of schedules in this Agreement.
- 2.6 Words denoting an obligation on a party to do any act manner or thing include an obligation to procure that it be done and any words placing a party under a restriction include an obligation not to cause permit or suffer any infringement of that restriction,
- 2.7 Word importing the singular meaning where the context so admits includes the plural and vice versa.
- 2.8 Any reference to an Act of Parliament shall include any modification extension or re-enactment thereof for the time being in force and shall include all instruments orders plans and regulations permissions and directions for the time being made issued or given under or deriving validity there from.
- 2.9 Headings in this Agreement are for reference purposes only and are not incorporated into this Agreement and shall not be deemed to be an indication of the meaning of the parts of this Agreement to which they relate.

3 Legal Basis

- 3.1 This Agreement is made pursuant to Section 106 of the Act, Section 111 of the Local Government Act 1972, Section 1 of the Localism Act 2011, and all powers so enabling and the obligations and covenants herein contained:-

- 3.1.1 are covenants and planning obligations to which these statutory provisions apply;
 - 3.1.2 relate to and bind the Site; and
 - 3.1.3 are enforceable by the Council as the local planning authority.
- 3.2 The obligations in this Agreement shall be binding on the Owner and its successors in title and assigns of each and those deriving title under them provided that no person shall be liable for any breach of any covenant or obligation contained in this Agreement after it has parted with all of its interest in the Site (or part of the Site in relation to which said breach occurs) save in relation to any antecedent breach arising prior to parting with such interest.
- 3.3 References in this Agreement to the Council shall include any successor to its statutory functions.
- 3.4 Nothing in this Agreement shall fetter, prejudice or affect the Council's powers to enforce any specific obligation or term or condition nor shall anything contained in this Agreement fetter prejudice or affect any provisions, rights, powers, duties and obligations of the Council in the exercise of its functions as a local planning authority for the purposes of the Act or otherwise as a local authority.
- 3.5 If any provision in this Agreement shall in whole or in part be found (for whatever reason) to be invalid or unenforceable then such invalidity or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Agreement.
- 3.6 Nothing in this Agreement shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Agreement.
- 3.7 Where the agreement, approval, consent or expression of satisfaction is required by the Owner from the Council or vice versa under the terms of this Agreement such agreement, approval or consent or expression of satisfaction shall not be unreasonably withheld or delayed.
- 3.8 This Agreement shall be registerable as a local land charge by the Council and shall be so registered.

3.9 Following the performance and satisfaction of all the obligations contained in this Agreement the Council shall within a reasonable time affect the cancellation of all entries made in the Register of Local Land Charges in respect of this Agreement upon written request by the Owner.

4 Commencement

4.1 Subject to clause 9.1 of this Agreement (which shall take effect on completion of this Agreement) the obligations in this Agreement are conditional upon the grant of the Planning Permission and the Commencement of Development.

4.2 If the Appeal is dismissed or the Planning Permission expires is revoked or is otherwise withdrawn prior to the Commencement of Development without the consent of the Owner this Agreement shall forthwith determine and cease to have effect from the date of the said dismissal, expiration, revocation, or withdrawal (as the case may be) (save for clause 9.1) but without prejudice to any rights, liabilities or obligations which may have been incurred by or shall have accrued to any party prior to such date.

4.3 If in determining the Appeal the Secretary of State or the Planning Inspector expressly states in the Decision Letter that any planning obligation in whole or in part:

4.3.1 is not a material planning consideration; or

4.3.2 can be given no weight in determining the Appeal.

4.3.3 does not constitute a reason for granting Planning Permission in accordance with Regulation 122 of the Community Infrastructure Regulations 2010 (as amended);

then to that extent such planning obligation shall not be enforceable pursuant to this Agreement and shall cease to have effect within this Agreement save as set out in the Decision Letter, but the remaining provisions within the Agreement shall be enforceable in accordance with clause 3.5 above.

5 Owner's Covenants

5.1 The Owner hereby covenants with the Council to observe and perform and cause to be observed and performed its respective undertakings, covenants, and restrictions contained in the Third Schedule to this Agreement.

6 Council Covenants

The Council hereby covenants with the Owner to observe and perform and cause to be observed and performed its undertakings, covenants and restrictions in the Fourth Schedule to this Agreement.

7 Enforceability

7.1 This Agreement shall not be binding upon or enforceable against:

7.1.1 Individual owners or individual owner-occupiers or individual tenants of any Market Unit (or their mortgagees or chargees);

7.1.2 The individual owner-occupiers or individual tenant-occupiers (or their mortgagees or chargees) of the Affordable Housing Units, save for paragraph 1.5 of the Third Schedule;

7.1.3 any mortgagee or chargee of the Site or part thereof from time to time unless and until it becomes a mortgagee or chargee in possession in which case they shall be liable as if they were a successor in title to the Owner (subject to the releases and exceptions set out in this Agreement);

7.1.4 any statutory undertaker holding an estate or interest in the Site or part of the Site nor against plant, equipment, conduits or structures located there for its operational purposes;

7.1.5 anyone whose only interest in the Site or any part of it is in the nature of the benefit of an easement or covenant;

7.1.6 any Registered Provider whose only interest in the Site is in the Affordable Housing Units, save for paragraph 1.5 of the Third Schedule.

8 Section 73 Variation

8.1 In the event that the Council agrees following an application under section 73 of the 1990 Act to vary or release any condition contained in the Planning Permission or if a condition is varied or released following an appeal under section 78 of the 1990 Act the covenants or provisions of this Agreement shall be deemed to bind the varied permission and to apply in equal terms to the new planning permission unless the Council or the Secretary of State (as the case may be) in determining the application for the new planning permission indicates that consequential amendments are

required to this Agreement to reflect the impact of the section 73 application, then a separate deed under section 106 of the 1990 Act will be required to secure the relevant planning obligations relating to the new planning permission.

9 Miscellaneous

- 9.1 Upon completion of this Agreement, the Owner shall pay to the Council its reasonable and proper legal costs up to a maximum of £3,000.00 (three thousand pounds) in connection with the preparation, negotiation and completion of this Agreement.
- 9.2 No provisions of this Agreement shall be enforceable under the Contracts (Rights of Third Parties) Act 1999.
- 9.3 All notices served under or in connection with this Agreement shall be deemed to have been properly served if sent by recorded delivery to the principal address or registered office (as appropriate) of the relevant party.
- 9.4 Without prejudice to any other right, remedy or power herein contained or otherwise available to the Council, if payment of any sum referred to in this Agreement becomes due and remains unpaid then the Owner shall pay to the Council interest at the rate of 4% (four per cent) above the Bank of England base rate applicable at the time on such unpaid sum, from the date when it became due to the date it is paid in full to the Council.
- 9.5 For the avoidance of doubt, both the Education Contribution and the Transport Contribution will be Index Linked and shall be adjusted by reference to the amount of any increase in the RPI Index over the period from the date of this Agreement to the date of payment.
- 9.6 Where the RPI Index ceases to exist or is replaced or rebased, then references to the RPI Index in this Agreement shall include reference to any index which replaces it or any rebased index (applied in a fair and reasonable manner for the periods before and after rebasing under this Agreement) or, in the event the RPI Index is not replaced, to an alternative reasonably comparable basis or index as the Council (acting reasonably) shall advise the Owner in writing.

10 **Waiver**

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

11 **Change in Ownership**

The Owner agrees with the Council to give written notice of any change in ownership of any of its interests in the Site occurring before all of the obligations under this Agreement have been discharged, as soon as is reasonably practicable, such notice to give details of the transferee's full name and registered office (if a company or usual address if not) together with the area of the Site or unit of occupation which has had a change in ownership by reference to a plan (but this shall not apply to the transfer of Residential Units to individual purchasers/owners occupiers nor the mortgagees of such individual Units).

12 **Counterparts**

12.1 This Agreement may be executed in any number of counterparts, each of which shall constitute a duplicate original, but all the counterparts shall together constitute the one Agreement.

12.2 Transmission of the executed signature page of a counterpart of this Agreement by e-mail (in PDF, JPEG or other agreed format) shall take effect as the transmission of an execute "wet-ink" counterpart of this Agreement. If this method of transmission is adopted, without prejudice to the validity of the Agreement thus made, each party shall on request provide the other with the "wet-ink" hard copy original of their counterpart.

12.3 No counterpart shall be effective until each party has provided to the other at least one executed counterpart.

13 **Resolution of Disputes**

13.1 In the event of any dispute arising between the parties hereto in respect of any matter contained in this Agreement the parties shall use reasonable endeavours between them to seek to settle the dispute as quickly as possible PROVIDED THAT if the dispute has not been settled satisfactorily within a period of 14 (fourteen) days of the

dispute arising (or such longer period agreed in writing by both the parties) then the parties shall refer the dispute to an Expert to be agreed between them (and neither party shall unreasonably refuse to have the matter determined by an Expert) but in the event that the parties cannot agree an Expert between them within a period of 28 (twenty eight) days of a request by one party to the other party to refer the dispute to an Expert the dispute shall be referred to an Expert to be nominated at their joint expense by or on behalf of the President for the time being of the Law Society who shall appoint an Expert whose qualifications or professional experience is appropriate for determining the matter in dispute.

13.2 The Expert shall act as an expert and not as an arbitrator and the Expert shall be appointed subject to an express requirement that he reaches his decision and communicates it to the parties within the minimum practicable timescale allowing for the nature and complexity of the dispute and in any event not more than 40 (forty) Working Days from the date of his appointment to act.

13.3 Responsibility for the costs of referring a dispute to an Expert under this Clause 14 including costs connected with the appointment of the Expert and the Expert's own costs will be decided by the Expert, but the parties accept that the general rule shall be that each party shall bear their own costs unless the Expert deems that one party has acted unreasonably.

13.4 The Expert shall be required to give notice to each of the said parties inviting each of them to submit to him within ten Working Days of his appointment written submissions and supporting material and shall afford to each of the said parties an opportunity to make counter submissions within a further 10 (ten) Working Days in respect of any such submission and material and the Expert's decision shall be given in writing within 20 (twenty) Working Days from receipt of any counter submissions or in the event that there are no counter submissions within 20 (twenty) Working Days of receipt of the written submissions and supporting material with reasons and in the absence of manifest error the Expert's decision shall be final and binding on the said parties.

14 **VAT**

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

15 **Jurisdiction**

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

IN WITNESS whereof the Owner and Developer have executed this document as a Deed and the Council has affixed its Common Seal the day and year first before written

**THE COMMON SEAL of
ST HELENS BOROUGH COUNCIL**

was hereunto affixed in the presence of:

Authorised Signatory

Signed as a Deed by)
RODERICK LESLIE HAMILTON STEEN)

in the presence of:)

.....

Roderick Leslie Hamilton Steen

Witness Signature

Name (print)

Address

.....

Occupation

Signed as a Deed by)

CHRISTOPHER JOHN WHITTLES)

in the presence of:)

.....
Christopher John Whittles

Witness Signature

Name (print)

Address

.....

Occupation

Signed as a Deed by)

MARK STEPHEN EASTBURN GRIME)

in the presence of:)

.....
Mark Stephen Eastburn Grime

Witness Signature

Name (print)

Address

.....

Occupation

Signed as a Deed by)

WAIN HOMES (NORTH WEST) LIMITED)

in the presence of:)

.....
Signature of Director

.....
Name of Director (print)

Witness Signature

Name (print)

Address

.....

Occupation

FIRST SCHEDULE

The Site

The land to the West of Winwick Road, Newton-le-Willows, WA12 8DE shown edged red on the Site Plan (for the purposes of identification) and registered at HM Land Registry under freehold Title Number MS580987.

SECOND SCHEDULE

The Development

The development of up to 92 Dwellings and creation of a new access and associated works and landscaping on the Site pursuant to the Planning Permission.

THIRD SCHEDULE

Owner's Covenants

The Owner hereby covenants with the Council as set out in Parts 1 to 4 inclusive of this Third Schedule:

1 Part 1 – Affordable Housing

- 1.1 To submit the Affordable Housing Delivery Plan to the Council for approval, prior to Commencement of Development.
- 1.2 Not to Commence Development until the Affordable Housing Delivery Plan has been approved by the Council in writing.
- 1.3 To deliver the Affordable Housing Units in accordance with the Layout Plan and the Affordable Housing Delivery Plan approved pursuant to paragraph 1.1, unless otherwise agreed in writing with the Council.
- 1.4 Unless otherwise agreed in writing with the Council, not to dispose of its freehold or leasehold interest in any Affordable Housing Unit (except by way of mortgage) other than to a Registered Provider registered with the Regulator or any other body, organisation, or company registered with the Charity Commissioners for England and Wales and approved by the Regulator.
- 1.5 Subject to paragraph 1.4, not to Occupy or permit Occupation of any Affordable Housing Unit other than as Affordable Housing by eligible persons.

2 Part 2 – Education Contribution

- 2.1 To pay to the Council the First Education Contribution Instalment, prior to Commencement of Development of the Site.
- 2.2 Not to Commence Development on the Site unless and until the First Education Contribution Instalment has been paid to the Council.
- 2.3 To pay to the Council the Second Education Contribution Instalment, prior to Occupation of more than 50% of the Residential Units.
- 2.4 Not to Occupy or permit Occupation of more than 50% of the Residential Units unless and until the Second Education Contribution Instalment has been paid to the Council.

3 Part 3 – Transport Contribution

- 3.1 To pay to the Council the Transport Contribution in full prior to First Occupation of any Residential Unit on the Site.
- 3.2 Not to allow First Occupation of any Residential Unit unless and until the Transport Contribution has been paid to the Council.

4 Part 4 – General

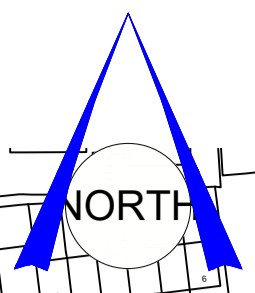
- 4.1 To give written notice to the Council at least 14 (fourteen) days prior to the Commencement of Development.
- 4.2 To give written notice to the Council of the First Occupation of:
 - 4.2.1 25% of the Residential Units;
 - 4.2.2 50% of the Residential Units; and
 - 4.2.3 75% of the Residential Units,no later than 5 days post First Occupation of the relevant threshold of Residential Units.
- 4.3 To give written notice to the Council upon Practical Completion of the Development no later than 5 days post Practical Completion of the Development.

FOURTH SCHEDULE

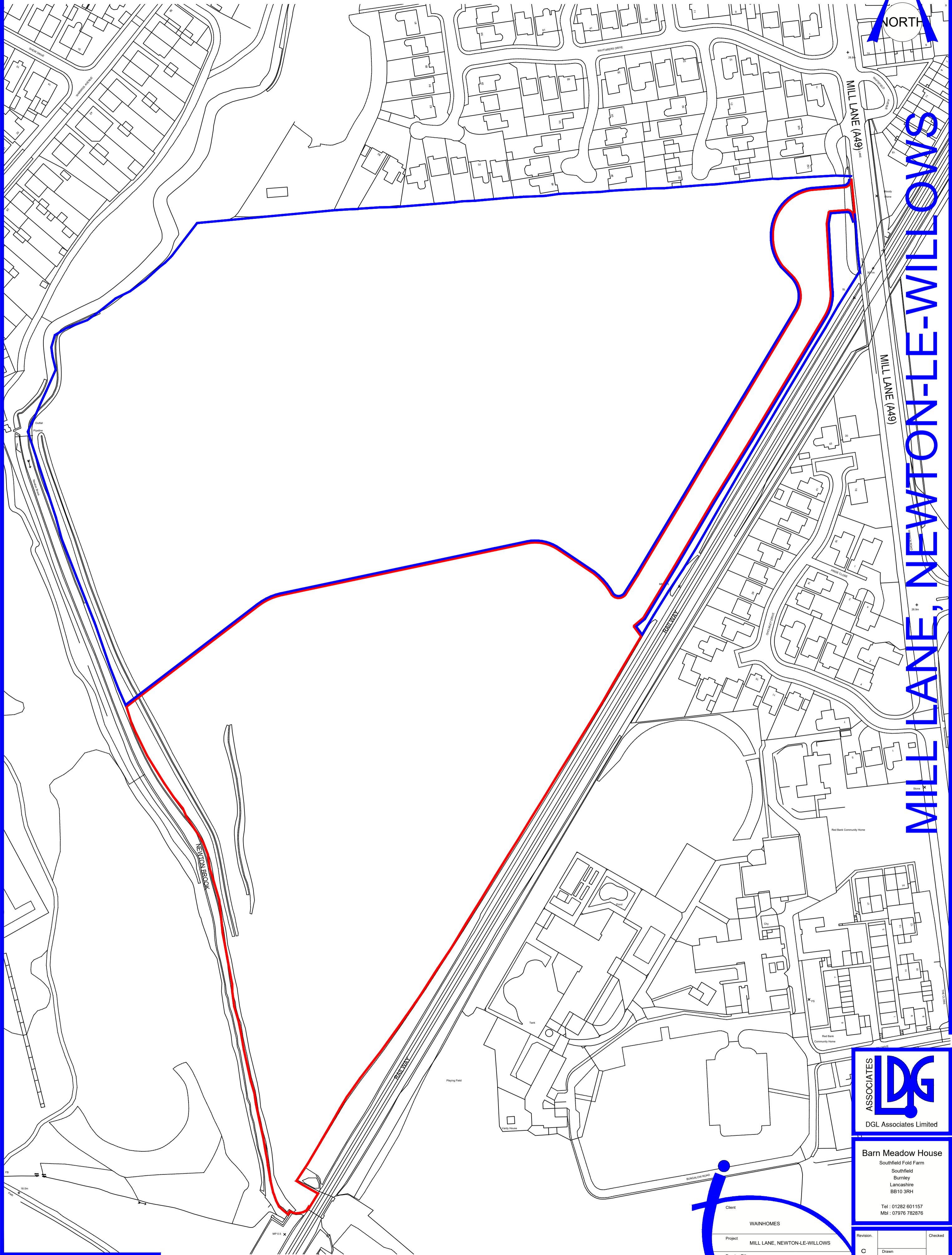
The Council hereby Covenants with the Owner:

- 1 to expend all monies received pursuant to this Agreement solely for the purpose for which the monies have been paid as set out in this Agreement;
- 2 not to use any monies received pursuant to this Agreement other than for the relevant purpose set out in this Agreement or to set against expenditure (by way of reimbursement) already incurred by the Council for such purposes at the date of such receipt;
- 3 upon the written request of the Owner to provide the Owner as soon as reasonably practicable with an annual written statement detailing the extent and nature of the expenditure of any sum received by the Council pursuant to this Agreement;
- 4 as soon as reasonably practicable following the written request of the Owner to issue to the Owner a letter confirming the discharge of one or more of the obligations PROVIDED THAT such a request may be made at any time after the end of the period during which any such obligation is imposed and more than one such request may be made in relation to any such obligation;
- 5 if at the end of the period of 10 years from the date of receipt of any sum of money received by the Council pursuant to this Agreement has not been expended or committed for the purpose for which it was paid to reimburse the unexpended sum together with any interest accrued to the paying party or such other person as the paying party shall direct; and
- 6 to observe and perform its covenants in this Agreement.

Annex 1 - Site Plan



MILL LANE, NEWTON-LE-WILLOWS



Barn Meadow House
Southfield Farm
Southfield
Burnley
Lancashire
BB10 3RH
Tel : 01282 601157
Mbl : 07976 782876

Revision	Checked
C	
Drawn B. O'Sullivan	Approved
Scale 1:1250	
Drawn MARCH 22	

Client	WAINHOMES
Project	MILL LANE, NEWTON-LE-WILLOWS
Drawing Title	LOCATION PLAN
Drawing No.	2030WHD/MLNlw-LP01

0 | 10 | 20 | 30 | 40 | 50 | 60 m

No.	Date	Revision Description	Drawn
3	01.08.21	Updated title with Clients comments	DGL
2	11.08.21	Updated title with Clients comments	DGL
1	02.03.21	Updated title with Clients comments	DGL
A	18.07.22	Updated title with Clients comments	DGL

Annex 2 – Layout Plan



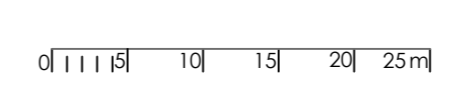
NORTH

MILL LANE, NEWTON-LE-WILLOWS

- LEGEND**
- Application boundary (Red Edge)
 - Arrows denotes door entry positions into dwellings
 - Gated (Lockable) access into rear garden areas
 - Private Drives with Plot Specific Allocation noted
 - Private Shared Driveways
 - Surface Material Change
 - Boundary Treatment - Brick - Curved Screen Wall
 - Boundary Treatment - Screen Fence
 - Boundary Treatment - Knee Rail
 - Boundary Treatment - Rear Fence
 - Denotes Affordable Dwellings

House Type	No.
Oakmere OAK	6
Candlewood CAN	6
Plum PLU	17
Aspen ASP	7
Acacia ACA	13
Foxglove FXG	4
Holly HOL	6
Willow WIL	3
Spruce SPR	3
CORAL COR	14
SPINDLE SPI	10
ALMOND ALM	3
TOTAL	92

No.	Date	Revision Description	Drawn
K	16.07.24	Updated in line with Planners comments	XMO
J	08.03.24	Central panel revised. Park updated	XMO
I	04.08.23	Plans revised along flood zone offset	XMO
H	19.05.23	Updated in line with Clients comments	OSL
G	02.03.22	Bicycle store added to the Oakmere Apartments	OSL
F	08.02.22	Updated in line with Clients comments	OSL
E	23.11.22	Various revision throughout site. Mix updated. 100 Plots	XMO
D	18.07.22	Updated in line with Clients comments	OSL



Client: WAINHOMES

Project: MILL LANE, NEWTON-LE-WILLOWS

Drawing Title: SITE LAYOUT

Drawing No.: 2030WHD/MLNIw-PL01

Revision: K

Drawn: B OSullivan

Scale: 1:500

Drawn: MARCH 22

E-mail: ben.dgla@gmail.com

Checked: Approved

Sheet: A1

ASSOCIATES

DGL

DGL Associates Limited

Barn Meadow House

Southfield Fold Farm
Southfield
Burnley
Lancashire
BB10 3RH

Tel: 01282 601157
Mbl: 07976 782876