

Dated 9th May 2025

(1) **THE METROPOLITAN BOROUGH OF
BURY**

- and -

(2) **HOMES AND COMMUNITIES AGENCY
(TRADING AS HOMES ENGLAND)**

- and -

(3) **MORRIS HOMES LIMITED**

AGREEMENT

Under Section 106 of the Town and Country Planning Act 1990
and other enabling powers relating to land
at the former East Lancs Paper Mill, Radcliffe, M26 2PG

THIS AGREEMENT is made the 9th day of May 2025
BETWEEN:

- (1) **THE METROPOLITAN BOROUGH OF BURY** of Town Hall, Bury BL9 0SW ("the Council"); and
- (2) **HOMES AND COMMUNITIES AGENCY (TRADING AS HOMES ENGLAND)** of The Lumen, 2nd Floor, St. James Boulevard, Newcastle Helix, Newcastle upon Tyne NE4 5BZ ("the Owner"); and
- (3) **MORRIS HOMES LIMITED** (Company Registration No. 03593639) whose registered office address is at Morland House, Altrincham Road, Wilmslow, SK9 5NW ("the Developer").

(collectively known hereinafter as the **Parties**)

NOW IT IS HEREBY AGREED as follows:

1 INTRODUCTION

- 1.1 The Owner is the freehold owner of all of the Land which is registered with the freehold title numbers GM930066, MAN47922, MAN136430 and MAN79310 and the leasehold title numbers MAN135532, GM73843 and LA264916.
- 1.2 The Council is the enforcing Local Planning Authority for the purpose of the Act for the area within which the Land is situated.
- 1.3 The Developer has an interest in the Land pursuant to an agreement for lease dated 31st March 2022 in respect of a lease to be granted out of the following title numbers GM930066, MAN47922, MAN136430, MAN79310, MAN135532, GM73843 and LA264916.
- 1.4 The Planning Permission was granted by the Council on 23rd March 2022 and the Developer has submitted the Application for Reserved Matters to the Land to the Council.
- 1.5 At a meeting of its Planning Control Committee on 28th January 2025 the Council resolved to approve the Application for Reserved Matters subject to this Agreement being entered into.
- 1.6 The Parties are satisfied that the planning obligations hereunto entered into are necessary to make the Development acceptable in planning terms, directly related to the Development, and fairly and reasonably in scale and kind to the Development.

2 DEFINITIONS AND INTERPRETATION

In this Agreement (which is entered into as and may also be referred to herein as a 'Deed') unless the context requires otherwise the following words and expressions have the respective meaning as set out opposite to them:-

"Act"	means the Town and Country Planning Act 1990 (as amended).
"Additional First Homes Contribution"	means in circumstances where a sale of a First Home other than as a First Home has taken place in accordance with paragraphs 1.8, 1.9 or 3 of the Second Schedule, the lower of the following two amounts: (a) 30% of the proceeds of sale; and (b) the proceeds of sale less the amount due and outstanding to any Mortgagee of the relevant First Home under relevant security documentation which for this purpose shall include all accrued principal monies, interest and reasonable costs and expenses that are payable by the First Homes Owner to the Mortgagee under the terms of any mortgage but for the avoidance of doubt shall not include other costs or expenses incurred by the First Homes Owner in connection with the sale of the First Home and which for the avoidance of doubt shall in each case be paid following the deduction of any SDLT payable by the First Homes Owner as a result of the disposal of the First Home other than as a First Home.
"Administration Fee"	means a payment equivalent to 1% (one percent) of the Discount Market Price of a First Home to be paid to the Council by the purchaser on the completion of each Disposal of a First Home.
"Affordable Housing"	means affordable housing as defined in Annex 2 of the National Planning Policy Framework (July 2021) or as shall be defined in any updated or superseding document or definition from time to time.
"Affordable Housing Provision"	means the 100 (one hundred) Dwellings as identified in the Fifth Schedule hereto (and the corresponding plot numbers identified on the Affordable Housing Plan) to be provided on the Land as Affordable Housing comprising of 27 (twenty seven) Affordable Rent Units, 45 (forty five) First Homes and 28 (twenty eight) Shared Ownership Units subject to the provisions of paragraph 14 of the First Schedule.
"Affordable Housing Plan"	means the plan with Drawing No. TS001/P/004 Rev B attached to this Agreement at the Sixth Schedule.

"Affordable Housing Unit"	means any one of the Dwellings provided as part of the Affordable Housing Provision and "Affordable Housing Units" shall be construed accordingly.
"Affordable Rent"	means a rent of no more than 80% of Full Market Rent (inclusive of service charges where applicable or in the event that there is a change in national policy affecting the definition of Affordable Rent such alternative rent levels as may be agreed between the Owner and the Council having regard to the relevant change in national policy.
"Affordable Rent Unit"	means any one of the 27 (twenty seven) Affordable Housing Units as identified in the Fifth Schedule hereto (and the corresponding plot numbers identified on the Affordable Housing Plan) that are to be provided and Occupied in accordance with the Third Schedule and "Affordable Rent Units" shall be construed accordingly subject to the provisions of paragraph 14 of the First Schedule.
"Adoptable Highway & Managed Areas Plan"	means the plan with Drawing No. AMA001/P/004 Rev. G and Drawing Title: "Adoptable Highway & Management Plan" attached to this Agreement at the Thirteenth Schedule.
"Application for Approval of Reserved Matters"	means the application carrying the Council's reference number 70284 for the approval of reserved matters pursuant to the Planning Permission.
"Armed Services Member"	means a member of the Royal Navy the Royal Marines the British Army or the Royal Air Force or a former member who was a member within the five (5) years prior to the purchase of the First Home, a divorced or separated spouse or civil partner of a member or a spouse or civil partner of a deceased member or former member whose death was caused wholly or partly by their service.
"Borough"	means the administrative area of the Council.
"Clear Days"	means that in means that in computing the number of days – (a) the day on which the period begins; and (b) if the end of the period is defined by reference to an event, the day on which that event occurs are not included, and "Clear Working Days" shall be construed accordingly

"Commencement Date"	means the date upon which any part of the Development shall be commenced by the carrying out on any part of the Land pursuant to the Planning Permission of any material operation as specified in Section 56(4) of the Act and "Commencement" "Commenced" "Commencement of Development" and "Commencement of the Development" shall be construed accordingly.
"Completed"	means:- (a) in relation to a Dwelling, Practical Completion and fully constructed with drainage and utility connections made and finished internally and externally so that it is ready to be marketed and is capable of lawful Occupation and together in each case with vehicular access foul and surface water sewers and water gas electricity and telecommunications service systems such systems as appropriate being connected ultimately to highways and sewers maintainable at the public expense; and (b) in relation to the Recreation Land, fully constructed, landscaped and laid out in accordance with the Recreation Layout Plan (including the construction of all footpaths and installation of play equipment) so as to be accessible for use as Public Open Space to the written satisfaction of the Council; and (c) in relation to the Grey to Green Scheme, fully constructed, landscaped and laid out; and "Complete" and "Completion" shall be construed accordingly
"Compliance Certificate"	means the certificate issued by the Council confirming that a Dwelling is being disposed of as a First Home to a purchaser meeting the Eligibility Criteria (National) and unless paragraph 1.2 of the Second Schedule applies the Eligibility Criteria (Local).
"Default Interest Rate"	means interest at the rate of 4% (four percent) above the base lending rate of the Co-Operative Bank plc from time to time.
"Development"	means the residential development of the Land comprising the erection of 400 (four hundred) no. residential dwellings and associated works including relocation of cricket pitch, including a pavillion, provision of open space and sports facilities and demolition of existing building and structures as set out in the Planning Permission and the Application for

	Approval of Reserved Matters and the information submitted therewith.
"Discount Market Price"	means a sum which is the Market Value discounted by at least 30% (thirty per cent).
"Disposal"	means a transfer of the freehold or (in the case of a flat only) the grant or assignment of a leasehold interest in a First Home other than: (a) a letting or sub-letting in accordance with paragraph 2 of the Second Schedule; (b) a transfer of the freehold interest in a First Home or land on which a First Home is to be provided before that First Home is made available for occupation except where the transfer is to a First Homes Owner (c) an Exempt Disposal and "Disposed" and "Disposing" shall be construed accordingly.
"Dwelling"	means any of the 400 (four hundred) residential dwellings to be constructed on the Land pursuant to the Planning Permission (whether a Market Unit or an Affordable Housing Unit) and "Dwellings" shall be construed accordingly.
"Eligibility Criteria (National)"	means criteria which are met in respect of a purchase of a First Home if: (a) the purchaser is a First Time Buyer (or in the case of a joint purchase each joint purchaser is a First Time Buyer); and (b) the purchaser's annual gross income (or in the case of a joint purchase, the joint purchasers' joint annual gross income) does not exceed the Income Cap (National).
"Eligibility Criteria (Local)"	means criteria (if any) published by the Council at the date of the relevant disposal of a First Home which are met in respect of a disposal of a First Home if: (a) the purchaser's annual gross income (or in the case of a joint purchase, the joint purchasers' joint annual gross income) does not exceed the Income Cap (Local) (if any); and (b) any or all of criteria (i) (ii) and (iii) below are met:

	(i) the purchaser meets the Local Criteria; or (ii) the purchaser is (or in the case of a joint purchase at least one of the joint purchasers is) an Armed Services Member
"Exempt Disposal"	means the Disposal of a First Home in one of the following circumstances: (a) a Disposal to a spouse or civil partner upon the death of the First Homes Owner; (b) a Disposal to a named beneficiary under the terms of a will or under the rules of intestacy following the death of the First Homes Owner; (c) Disposal to a former spouse or former civil partner of a First Homes Owner in accordance with the terms of a court order, divorce settlement or other legal agreement or order upon divorce, annulment or dissolution of the marriage or civil partnership or the making of a nullity, separation or presumption of death order; (d) Disposal to a trustee in bankruptcy prior to sale of the relevant First Home (and for the avoidance of doubt paragraph 3 of the Fourth Schedule shall apply to such sale); Provided that in each case other than (d) the person to whom the disposal is made complies with the terms of paragraph 2 of the Fourth Schedule.
"First Home"	means any one of the 45 (forty five) Affordable Housing Units as identified in the Fifth Schedule hereto (and the corresponding plot numbers identified on the Affordable Housing Plan) that may be disposed of in accordance with the Second Schedule of this Agreement as a freehold or (in the case of flats only) as a leasehold property to a First Time Buyer at the Discount Market Price and which on its first Disposal does not exceed the Price Cap.
"First Homes Owner"	means the person or persons having the freehold or leasehold interest (as applicable) in a First Home other than: (a) the Owner; or (b) another developer or other entity to which the freehold interest or leasehold interest in a First Home or in the land on which a First Home is to be provided has been transferred before that First

	Home is made available and is disposed of for occupation as a First Home; or (c) the freehold a tenant or sub-tenant of a permitted letting under paragraph 2 of the Fourth Schedule.
"First Time Buyer"	means a first time buyer as defined by paragraph 6 of Schedule 6ZA to the Finance Act 2003.
"Full Market Rent"	means the rent which an Affordable Rent Unit could command if offered for rent on the open market free from the restrictions of this Agreement.
"Grey to Green Scheme"	collectively means the plans with Drawing Nos. as listed below: (a) M3477-SD-01-V18 (b) M3477-SD-03-V02 (c) M3477-SD-04-V02 (d) M3477-SD-08-V03 (e) AMA001/P/004 RevG and as appended at the Tenth Schedule of this Agreement.
"Income Cap (Local)"	means such local income cap as may be published from time to time by the Council and is in force at the time of the relevant disposal of the First Home it being acknowledged that at the date of this agreement the Council has not set an Income Cap (Local).
"Income Cap (National)"	means eighty thousand pounds (£80,000) or such other sum as may be published for this purpose from time to time by the Secretary of State and is in force at the time of the relevant disposal of the First Home.
"Index Linked"	means increased in accordance with the following formula: Amount payable = the payment specified in this Agreement x (A/B) where: A is the figure for the Retail Prices Index (All Items) that applied immediately preceding the date the payment is due; and

	B is the figure for the Retail Prices Index (All Items) that applied when the index was last published before the date of this Agreement.
"Land"	means the land at the former East Lancs Paper Mill, Church Street East, Radcliffe, Manchester, M26 9PG shown edged red on the Location Plan.
"Local Land Charge"	means an entry in the register of local land charges kept under the Local Land Charges Act 1975.
"Location Plan"	means the plan with Drawing no. Sk001/LP/001 Rev. A and Drawing Title: "Location Plan" attached to this Agreement at the Seventh Schedule.
"Local Criteria"	means such local criteria as may be designated and published by the Council from time to time as its "First Homes Local Criteria" and which is in operation at the time of the relevant disposal of the First Home and for the avoidance of doubt any such criteria or replacement criteria in operation at the time of the relevant disposal of the First Home shall be the "Local Criteria" which shall apply to that disposal and as at the date of this Agreement the following local criteria are designated and published by the Council: (i) the purchaser must have been living within the borough of Bury for at least six months prior to applying for a First Home. (ii) the purchaser must not have current or former rent arrears or history of anti-social behaviour with the Council.
"Managed Areas"	means the areas shaded green on the Adoptable Highway & Managed Areas Plan.
"Management and Maintenance Scheme"	Means the scheme to be submitted to, and approved by, the Council in accordance with the First Schedule of this Agreement, for the avoidance of doubt this scheme is to include notification requirements and provisions in respect of the Management Company and Managed Areas.
"Management Company"	means a company to be incorporated to be responsible for aspects of ongoing management and maintenance of the Development.
"Market Unit"	means any Dwelling constructed as part of the Development which is not an Affordable Housing Unit and "Market Units" shall be construed accordingly.
"Market Value"	means the open market value as assessed by a Valuer of a Dwelling as confirmed to the Council by the First Homes Owner and assessed in accordance with the

	RICS Valuation Standards (January 2014 ("Red Book") or any such replacement guidance issued by RICS) and for the avoidance of doubt shall not take into account the 30% (thirty per cent) discount in the valuation.
"Monitoring Fee"	means the sum of £550 for the cost of monitoring and reporting on the financial obligations in this Agreement.
"Mortgagee"	means any financial institution or other entity regulated by the Prudential Regulation Authority and the Financial Conduct Authority to provide facilities to a person to enable that person to acquire a First Home including all such regulated entities which provide Shari'ah compliant finance for the purpose of acquiring a First Home.
"New Permission"	means a planning permission authorising the redevelopment of the Land or any part or parts thereof in a manner for any use or uses which would if such redevelopment were completed cause the Owner to be in breach of any or all of the provisions contained herein.
"Nominations Agreement"	means an agreement in a form agreed with the Council which grants the Council 100% nomination rights on the initial lettings of the Affordable Rent Units and 50% nomination rights on subsequent lettings.
"Occupation"	means occupation for the purposes permitted by the Planning Permission but not including personnel engaged in construction, fitting out or decoration or occupation for marketing or display or occupation in relation to security operations and "Occupy" and "Occupied" and "First Occupation" and "Occupiers" shall be construed accordingly.
Phase	means any phase of development identified on the Phasing Plan and "Phases" shall be constructed accordingly.
"Phasing Plan"	means the approved plan with Drawing No. PP-01 Rev E and Drawing Title, Phasing Plan, identifying the Phases as appended at the Eleventh Schedule of this Agreement.
"Phasing Programme"	means the approved phasing programme as appended at the Twelfth Schedule of this Agreement.
"Planning Permission"	means the outline planning permission granted by the Council on 24 March 2022 under the Council's reference

	67597 for the carrying out of the Development on the Land.
"Practical Completion"	means the stage reached when the construction of a Dwelling is sufficiently complete that, where necessary, a certificate of practical completion can be issued and it can be Occupied.
"Price Cap"	means the amount for which the First Home is sold after the application of the Discount Market Price which on its first Disposal shall not exceed £250,000.00 (two hundred and fifty thousand pounds) or such other amount as may be published from time to time by the Secretary of State.
"Public Open Space"	means an area of open land free from buildings which is open to and accessible by members of the public for the purpose of recreation.
"Recreation Land"	means the land identified in green and marked "A" and "B" on the Recreation Land Plan
"Recreation Land Plan"	means the plan attached to this Agreement at the Eighth Schedule with reference AMA001/P/04 Rev. G
"Recreation Layout Plan"	means the plan attached to this Agreement at the Ninth Schedule with reference M3477-SD-01-V18
"Registered Provider"	means a registered provider of social housing as defined in the Housing and Regeneration Act 2008 who is registered with Regulator of Social Housing (or its successor in title or any other agency established by the Government to be the regulator of registered social housing providers) and has not been removed from the register and who is approved by the Council (such approval not to be unreasonably withheld or delayed).
"Reserved Matters Approval"	means the reserved matters approval to be granted in pursuance of the Application
"SDLT"	means Stamp Duty Land Tax as defined by the Finance Act 2003 or any tax replacing it of like effect.
"Secretary of State"	means the Secretary of State for Levelling Up, Housing and Communities from time to time appointed and includes any successor in function.
"Shared Ownership Arrangement"	means the provision of housing whereby a purchaser acquires a percentage of a Dwelling and pays rent on the remaining percentage of that Dwelling with a right for the purchaser to acquire additional percentage of that Dwelling.

"Shared Ownership Unit"	means one of the 28 (twenty eight) Affordable Housing Units as identified in the Fifth Schedule hereto (and the corresponding plot numbers identified on the Affordable Housing Plan) subject to the provisions of paragraph 14 of the First Schedule, that will be made available by way of a Shared Ownership Arrangement with a Registered Provider in accordance with the Fourth Schedule of this Agreement and "Shared Ownership Units" shall be construed accordingly.
"Valuer"	means a Member or Fellow of the Royal Institution of Chartered Surveyors being a Registered Valuer appointed by the First Homes Owner and acting in an independent capacity.
"Working Days(s)"	means any day other than a Saturday, Sunday or statutory Bank Holiday.

3 INTERPRETATION

In this Agreement:

- 3.1 references to any party shall include the successors in title of that party and those deriving title through that party and in the case of the Council the successors to their respective statutory functions;
- 3.2 obligations undertaken by a party which comprises more than one person shall be deemed to be made by them jointly and severally;
- 3.3 words importing persons include firms companies and bodies corporate and vice versa;
- 3.4 words importing the singular shall include the plural and vice versa;
- 3.5 words importing masculine and feminine genders include each of the other genders and the neuter gender;
- 3.6 construction of this Agreement shall ignore the Front Sheet and the headings which are for reference only;
- 3.7 any reference to any statutory provision shall include any subsequent re-enactment or amending provision and every statutory instrument direction or specification made pursuant to or deriving from that provision;
- 3.8 any updates amendments supersedes revocations withdrawal or any other changes to any planning policy shall for the avoidance of any doubt not affect the construction of nor extinguish any of the obligations in this Agreement; and
- 3.9 references to "the Land" shall include the whole and any part or parts of the Land.

4 OPERATIVE PROVISIONS

- 4.1 This Agreement is a planning obligation by agreement made pursuant to Section 106 of the Act so as to bind the Land in accordance with that Section.
- 4.2 In so far as any of the covenants contained in this Agreement are not planning obligations within the meaning of the Act they are entered into pursuant to the powers contained in Section 111 of the Local Government Act 1972 and Section 1 of the Localism Act 2011 and all other enabling powers.

5 CONDITIONALITY

This Agreement is conditional upon the grant of the Application for Approval of Reserved Matters save for the provisions at clauses 8.2 and 8.3 which shall take immediate effect upon the date of this Agreement.

6 COMMENCEMENT

The covenants contained in this Agreement shall only come into effect on the Commencement Date unless otherwise specifically indicated in this Agreement.

7 CESSATION AND LIABILITY

- 7.1 No person shall be liable for any breach of the covenants restrictions or obligations contained in this Agreement occurring after he has parted with his interest in the Land or the part of the Land in respect of which such breach occurs save that:
- 7.1.1 for clarification they shall remain liable for any and all breaches prior to parting with such interest in the Land or part of the Land; and
- 7.1.2 where a First Home is Disposed of in accordance with paragraph 1.10 of the Second Schedule the outgoing First Homes Owner shall be responsible for paying the Additional First Homes Contribution even after it has parted interested in the Land.
- 7.2 This Agreement shall cease to have effect if:
- 7.2.1 the Reserved Matters Approval shall be quashed revoked or otherwise withdrawn or modified (save as to any minor modifications to the Development as shall be agreed from time to time by the Council and the Owner) prior to the Commencement Date; or
- 7.2.2 the Reserved Matters Approval shall expire prior to the Commencement Date; or
- 7.2.3 the Council or any competent authority shall at any time after the date hereof grant a New Permission under which development is initiated for the purposes of Section 56 of the Act.
- 7.3 Insofar as any clause or clauses (or for the purpose of schedules paragraph or paragraphs) or parts of the same of this Agreement are found (for whatever reason) to be invalid, illegal or unenforceable then such invalidity, illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Agreement or any parts of the same.

- 7.4 No planning obligation contained in this Agreement shall be revoked or modified except in accordance with Section 106A of the Act save and unless the contrary may be expressly provided for in this Agreement.
- 7.5 The cessation of this Agreement shall not affect the liability of any party for any breach prior to its cessation.
- 7.6 Nothing in this Agreement shall be taken or construed as absolving the Owner from obtaining any other consent or approval required by law including for the avoidance of doubt permission for access to or development necessary and/or pertaining to the Development on any area of land which is not the Land.
- 7.7 Nothing in this Agreement shall prohibit or limit the right to develop any part of the Land in accordance with any planning permission (other than the Reserved Matters Approval) granted (whether or not on appeal) after the date of this Agreement.
- 7.8 The covenants in this Agreement shall **not** be enforceable against:
- 7.8.1 purchasers, owners, owner-occupiers or tenants of the Dwellings constructed pursuant to the Planning Permission and Reserved Matters Approval nor if applicable their respective mortgagees nor against those deriving title from such persons save for where the contrary is expressly provided in this Agreement and save that this Agreement shall where it so provides and in accordance with the First, Second, Third and Fourth Schedules hereto be enforceable against purchasers, owners, owner-occupiers or tenants of the Affordable Housing Units and their respective mortgagees and against those deriving title from such persons whilst such Dwellings shall remain Affordable Housing Units pursuant to this Agreement; and/or
- 7.8.2 any statutory body or service supply company of an electricity substation gas governor pumping station water pumping station or other statutory undertaker service which have been or are to be constructed or installed in or on the Land.
- 7.8.3 any other mortgagee or chargee not detailed in clause 7.8.1 above unless and until they become a mortgage or a charge in possession.

8 COVENANTS WITH THE COUNCIL

- 8.1 The Owner for and on behalf of itself and its successors in title to the Land with the intention that the following provisions shall bind the Land and every part of it into whosoever's hands it may come covenants with the Council to observe and perform the covenants set out in the First Schedule and the Second Schedule and the Third Schedule and the Fourth Schedule.
- 8.2 The Developer covenants with the Council to pay to it upon the execution of this Agreement:
- 8.2.1 the sum of £1,050.00 (one thousand and fifty pounds) in respect of legal costs;
- 8.2.2 a sealing fee of £70.00 (seventy pounds); and

8.2.3 the Monitoring Fee.

- 8.3 The Owner covenants with the Council to pay by way of reimbursement any reasonable and proper legal fees or costs of the Council reasonably and properly incurred in enforcing the terms of this Agreement following a breach of its terms by the Owner except where the payment of such costs falls to be determined by a Judge in the Court of Civil Jurisdiction.

9 COVENANTS BY THE COUNCIL

The Council covenants with the Owner to observe and perform the covenants applicable to the Council in the Second Schedule hereto.

10 DEVELOPER'S CONSENT

The Developer acknowledges and declares that this Agreement has been entered into by the Owner with its consent and that the Land shall be bound by the obligations contained herein PROVIDED THAT the Developer shall otherwise have no liability under this Deed unless and until it derives title to the Land in which case it will be bound by the obligations BUT FOR THE AVOIDANCE OF DOUBT shall be liable for legal and other costs under paragraph 8.2 on the signing of this Agreement.

11 INDEXATION

- 11.1 All financial contributions payable to the Council will be Index Linked.
- 11.2 Where reference is made to an index and that index ceases to exist or is replaced or rebased, then it includes reference to any index which replaces it or any rebased index (applied in a fair and reasonable manner to the periods before and after rebasing under this Agreement) or, in the event the index is not replaced, to an alternative reasonably comparable basis or index as the Council shall advise the Owner in writing.

12 INTEREST ON LATE PAYMENTS

If any sum or amount has not been paid to the Council by the date it is due, the Owner shall pay the Council interest on that amount at the Default Interest Rate (both before and after any judgment). This interest will accrue on a daily basis for the period from the due date to and including the date of payment.

13 NOTICES

- 13.1 Any notice or other written communication to be served upon a Party to any other under the terms of this Agreement shall be deemed to have been validly served or given if delivered by hand or sent by recorded delivery post to the party upon whom it is to be served or to whom it is to be given or as otherwise notified for the purpose in writing.
- 13.2 All notices to be served upon the Council pursuant to this Agreement shall be served upon the Council Solicitor at Town Hall Knowsley Street, Bury BL9 OSW.

13.3 All notices to be served upon the Owner pursuant to this Agreement shall be served upon the Owner at its registered office address.

13.3 All notices to be served upon the Developer pursuant to this Agreement shall be served upon the Developer at its registered office address.

14 LOCAL AUTHORITY POWERS

Nothing in this Agreement shall be taken or construed as restricting the Council in the operation of its statutory duties and powers.

15 LOCAL LAND CHARGE

This Agreement shall be registered as a Local Land Charge by the Council and following the performance and satisfaction of all the obligations contained in this Agreement the Council shall upon written request from the Owner confirm to the Owner compliance with the obligations contained in the Agreement and shall forthwith effect the cancellation of all entries made in the Register of Local Land Charges in respect of this Agreement.

16 RIGHTS OF THIRD PARTIES

A person who is not a party to this Agreement shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

17 DISPUTE RESOLUTION

17.1 Any dispute or difference arising out of this Agreement shall be submitted for the determination of an expert, being an independent and fit person holding professional qualifications appropriate in light of the subject matter of the dispute.

17.2 The expert shall be appointed by the Parties jointly or, in default, of agreement within 10 (ten) Clear Working Days after either Party has given to the other a written request requiring the appointment of an expert, by or on behalf of the president for the time being of the professional body chiefly relevant in England with such matters as may be in dispute ("the **President**").

17.3 The President shall, if so requested, appoint an independent expert or other person qualified in the discipline that the President deems appropriate for the dispute or difference in question. The expert so appointed must:-

17.3.1 act as an expert and not as an arbitrator;

17.3.2 afford the Parties the opportunity within reasonable time limits to make representations to him;

17.3.3 inform each Party of the representations (if any) of the other so far as practicable at the same time so that the representations are exchanged;

17.3.4 afford each Party the opportunity within reasonable time limits to make representations to him on the representations of the other; and

17.3.5 notify the parties of his decision, with reasons, within the minimum practicable timescale allowing for the nature and complexity of the dispute and in any event not more than 28 (twenty-eight) Working Days from the date of his appointment to act.

17.4 The fees and expenses of the expert including the cost of his nomination shall be borne by the Parties to the dispute in such proportion as the expert shall determine and failing such determination shall be borne equally by the Parties who shall bear their own costs as to the submission and determination of the dispute or difference by the expert

17.5 The expert's determination is to be conclusive and binding on the parties except:-

17.5.1 where there is a manifest error; and/or

17.5.2 on a matter of law.

17.6 Either Party may pay the share of the expert's fees and expenses due from the other Party on behalf of the other Party if such share is not paid within 20 (twenty) Working Days of demand by the expert in which case the amount so paid plus all incidental expenses shall become a debt due and immediately payable to the paying Party from the other Party.

17.7 The provisions of this Clause 17.7 shall not fetter in any way nor affect the ability of the Parties to apply for and be granted any of the following: declaratory relief, injunction, specific performance payment of any sum damages any other means of enforcing this Agreement and consequential and interim orders and relief.

18 JURISDICTION

This Agreement shall be interpreted in accordance with the law of England and Wales and the Parties submit to the nonexclusive jurisdiction of the Court of England and Wales.

19 DELIVERY

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

20 COUNTERPARTS

20.1 This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of this Deed but all counterparts shall together constitute the same agreement.

20.2 No counterpart shall be effective until each party has executed at least one counterpart.

EXECUTED AS A DEED on the date specified at the commencement of this Agreement.

FIRST SCHEDULE

OWNER'S COVENANTS WITH THE COUNCIL

The Owner hereby covenants with the Council as follows:

Part 1

Notice of Commencement Date

1. The Owner shall provide the Council with 14 (fourteen) Clear Days' written notice of the Commencement Date.

Part 2

Recreation Provision and "Grey to Green Scheme"

2. Prior to first Occupation, the Owner shall have submitted and received the Council's written approval for a Management and Maintenance Scheme detailing the long-term management and maintenance of the Recreation Land and the Grey to Green Scheme.
3. The Owner shall Complete that part of the Recreation Land identified as Area "FZA" in the Phasing Plan prior to Occupation of the 131st Dwelling.
4. The Owner shall Complete the remainder of the Recreation Land prior to the Occupation of the 330th Dwelling.
5. The Owner:-
 - 5.1 Shall maintain and manage the Recreation Land in accordance with the Management and Maintenance Scheme as approved pursuant to paragraph 2 of this First Schedule; and
 - 5.2 Shall ensure that access to the Recreation Land is available to the public at all times(save where and to the extent that access should be properly restricted to allow for maintenance to be undertaken or where otherwise required by law or in the interests of safety); and
 - 5.3 Shall not build upon or use the Recreation Land for any purpose other than as Public Open Space.
6. The Owner shall Complete the Grey to Green Scheme in accordance with the approved Phasing Plan and Phasing Programme, specifically the Grey to Green Scheme should be completed prior to the specific Occupation of each Dwelling physically fronting the Grey to Green scheme. Thereafter the Owner shall manage and maintain the Grey to Green Scheme in accordance with the Management and Maintenance Scheme approved pursuant to paragraph 2 of this First Schedule.

Part 3

Affordable Housing

7. Subject to the provisions at paragraph 14 of the First Schedule of this Agreement, the Owner shall provide the Affordable Housing Units on the Land together with rights and easements over the Land to provide access to the Affordable Housing Units and such entrance way corridors parking areas and other ancillary areas as are necessary for the enjoyment of such a Dwelling including car parking in accordance with the requirements and the terms set out in the Second, Third and Fourth Schedules of this Agreement.
8. The Owner shall not cause or permit Occupation of more than 27% of the Market Units prior to the provision and Completion of 26% of the Affordable Housing Units.
9. Following paragraph 6 of this Schedule the Owner shall construct and Complete 54% of the Affordable Housing Units prior to the Occupation of 52% of the Market Units.
10. Following paragraph 7 of this Schedule the Owner shall construct and Complete 67% of the Affordable Housing Units prior to the Occupation of 77% of the Market Units.
11. Following paragraph 8 of this Schedule the Owner shall construct and Complete 100% of the Affordable Housing Units prior to the Occupation of 90% of the Market Units.
12. The Owner shall provide the Council with 14 (fourteen) Clear Days' written notice of:-
 - 12.1 Occupation of 27% of the Market Units;
 - 12.2 Occupation of 52% of the Market Units;
 - 12.3 Occupation of 77% of the Market Units;
 - 12.4 Occupation of 90% of the Market Units;
 - 12.5 Completion of 26% of the Affordable Housing Units;
 - 12.6 Completion of 54% of the Affordable Housing Units;
 - 12.7 Completion of 67% of the Affordable Housing Units; and
 - 12.8 Completion of 100% of the Affordable Housing Units.

11. The Owner shall construct the Affordable Housing Units at the same time as the construction of the Market Units and not separately or individually to the end and intent that the Affordable Housing Units shall be produced as part of the Owner's phased or rolling programme for the Development.
12. Unless otherwise agreed in writing with the Council, the Owner shall construct the Affordable Housing Units (including fixtures and fittings) to no less than the standard applied to the Market Units.

13. The Owner shall not dispose of or permit the Occupation of any Affordable Housing Unit other than pursuant to the provisions of the Second Schedule, the Third Schedule and the Fourth Schedule of this Agreement as applicable.

14. The Council agrees that the allocation of Affordable Rent Units (shown coloured red on the Affordable Housing Plan) and the Shared Ownership Units (shown coloured purple on the Affordable Housing Plan) and as more specifically listed at the Fifth Schedule of this Agreement are interchangeable between these two tenures (i.e. Affordable Rent and Shared Ownership) in respect of the Development and if the Owner requires to change the tenure between any such Affordable Rent Units and Shared Ownership Units it will notify the Council and seek the Council's approval in writing (such approval not to be unreasonably withheld or delayed).

SECOND SCHEDULE

Owner's Obligations relating to First Homes

The Owner hereby covenants with the Council as follows:-

1 Delivery Mechanism

1.1 The First Homes shall be marketed for sale and shall only be sold (whether on a first or any subsequent sale) as First Homes to a person or person(s) meeting:

1.1.1 the Eligibility Criteria (National); and

1.1.2 the Eligibility Criteria (Local) (if any).

1.2 If after a First Home has been actively marketed for three (3) months (such marketing period to be agreed in advance in writing by the Council and to expire no earlier than three (3) months prior to Practical Completion) it has not been possible to find a willing purchaser who meets the Eligibility Criteria (Local) (if any), paragraph 1.1.2 of this Second Schedule shall cease to apply to that First Home.

1.3 Subject to paragraphs 1.6 to 1.10 of this Second Schedule, no First Home shall be Disposed of (whether on a first or any subsequent sale) unless not less than 50% of the purchase price for that First Home is funded by a first mortgage or other home purchase plan with a Mortgagee.

1.4 No First Home shall be Disposed of (whether on a first or any subsequent sale) unless and until:

1.4.1 the Council has been provided with evidence that:

1.4.1.1 the intended purchaser meets the Eligibility Criteria (National) and (unless paragraph 1.2 of this Second Schedule applies) meets the Eligibility Criteria (Local) (if any);

1.4.1.2 the Dwelling is being Disposed of as a First Home at the Discount Market Price (and this evidence must include an up to date copy of an assessment of Market Value by a Valuer);

1.4.1.3 the intended purchaser has entered into an agreement with the Council to pay the Administration Fee to the Council upon completion of the Disposal of the First Home and the intended purchaser's solicitor has provided an undertaking to transfer the Administration Fee to the Council upon completion of the Disposal of the First Home;

1.4.1.4 the transfer of the First Home includes:

(a) a definition of the "Council" which shall be the Metropolitan Borough of Bury

- (b) a definition of "First Homes Provisions" in the following terms:

"means the provisions set out in clauses 1.1 to 1.9 of the Second Schedule of the S106 Agreement a copy of which is attached hereto as the Annexure."

- (c) a definition of "S106 Agreement" means the agreement made pursuant to Section 106 of the Town and Country Planning Act 1990 dated

[9th May] 2025 made between (1) the Council and (2) Homes and Communities Agency (trading as Homes England) and (3) Morris Homes Limited

- (d) a provision that the Property is sold subject to and with the benefit of the First Homes Provisions and the Transferee acknowledges that it may not transfer or otherwise Dispose of the Property or any part of it other than in accordance with the First Homes Provisions

- (e) a copy of the First Homes Provisions in an Annexure

1.4.2 the Council has issued the Compliance Certificate and the Council hereby covenants that it shall issue the Compliance Certificate within twenty eight (28) days of being provided with evidence sufficient to satisfy it that the requirements of paragraphs 1.3 and 1.4.1 of this Second Schedule have been met.

- 1.5 On the first Disposal of each and every First Home to apply to H. M. Land Registry pursuant to Rule 91 of and Schedule 4 to the Land Registration Rules 2003 for the entry on the register of the title of that First Home of the following restriction:

"No disposition of the registered estate (other than a charge) by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a certificate signed by the Metropolitan Borough of Bury of Town Hall, Knowsley Street, Bury BL9 0SW or their conveyancer that the provisions of clause [] (the First Homes provision) of the Transfer dated [] referred to in the Charges Register have been complied with or that they do not apply to the disposition"

- 1.6 The owner of a First Home (which for the purposes of this clause shall include the Developer and any First Homes Owner) may apply to the Council to Dispose of it other than as a First Home on the grounds that either:

1.6.1 the Dwelling has been actively marketed as a First Home for six (6) months in accordance with Clauses 1.1 and 1.2 of this Second Schedule (and in the case of a first Disposal the six (6) months shall be calculated from a date no earlier than six (6) months prior to Practical Completion) and all reasonable endeavours have been made to Dispose of the Dwelling as a First Home but it has not been possible

to Dispose of that Dwelling as a First Home in accordance with paragraphs 1.3 and 1.4.1 of this Second Schedule; or

1.6.2 requiring the First Homes Owner to undertake active marketing for the period specified in paragraph 1.6.1 of this Second Schedule before being able to Dispose of the Dwelling other than as a First Home would be likely to cause the First Homes Owner undue hardship.

1.7 Upon receipt of an application served in accordance with paragraph 1.6 of this Second Schedule the Council shall have the right (but shall not be required) to direct that the relevant Dwelling is disposed of to it at the Discount Market Price.

1.8 If the Council is satisfied that either of the grounds in paragraph 1.6 of this Second Schedule above have been made out it shall confirm in writing within 28 (twenty eight) days of receipt of the written request made in accordance with paragraph 1.6 of this Second Schedule that the relevant Dwelling may be Disposed of:

1.8.1 to the Council at the Discount Market Price; or

1.8.2 (if the Council confirms that it does not wish to acquire the relevant Dwelling) other than as a First Home;

and on the issue of that written confirmation the obligations in this Deed which apply to First Homes shall cease to bind and shall no longer affect that Dwelling apart from paragraph 1.10 of this Second Schedule which shall cease to apply on receipt of payment by the Council where the relevant Dwelling is disposed of other than as a First Home.

1.9 If the Council does not wish to acquire the relevant Dwelling itself and is not satisfied that either of the grounds in paragraph 1.6 of this Second Schedule have been made out then it shall within 28 (twenty eight) days of receipt of the written request made in accordance with paragraph 1.6 of this Second Schedule serve notice on the owner setting out the further steps it requires the owner to take to secure the Disposal of a Dwelling as a First Home and the timescale (which shall be no longer than 6 (six) months). If at the end of that period the owner has been unable to Dispose of the Dwelling as a First Home he may serve notice on the Council in accordance with paragraph 6.6 of this Second Schedule following which the Council must within 28 (twenty eight) days issue confirmation in writing that the Dwelling may be Disposed of other than as a First Home.

1.10 Where a First Home is Disposed of other than as a First Home or to the Council at the Discount Market Price in accordance with paragraphs 1.8 or 1.9 of this Second Schedule above the Owner of the First Home shall pay to the Council forthwith upon receipt of the proceeds of sale the Additional First Homes Contribution and pay the Council's reasonable administration fees in connection with the application required to be provided pursuant to paragraph 1.11.1 of this Second Schedule.

1.11 Upon receipt of the Additional First Homes Contribution and payment of the Council's reasonable legal and administration fees the Council shall:

1.11.1 within 20 (twenty) Working Days of such receipt, provide a completed application to enable the removal of the restriction on the title set out in paragraph 1.5 of this Second Schedule where such restriction has previously been registered against the relevant title; and

1.11.2 apply all monies received towards the provision of Affordable Housing in the Borough.

1.12 Any person who purchases a First Home free of the restrictions in the Second Schedule of this Agreement pursuant to the provisions in paragraphs 1.9 and 1.10 of this Second Schedule shall not be liable to pay the Additional First Homes Contribution to the Council.

2 Use

Each First Home shall be used only as the main residence of the First Homes Owner and shall not be let, sub-let or otherwise Disposed of other than in accordance with the terms of this Deed PROVIDED THAT letting or sub-letting shall be permitted in accordance with paragraphs 2.1 – 2.4 of this Second Schedule.

2.1 A First Homes Owner may let or sub-let their First Home for a fixed term of no more than two (2) years, provided that the First Homes Owner notifies the Council in writing before the First Home is Occupied by the prospective tenant or sub-tenant. A First Homes Owner may let or sub-let their First Home pursuant to this paragraph more than once during that First Homes Owner's period of ownership, but the aggregate of such lettings or sub-lettings during a First Homes Owner's period of ownership may not exceed 2 (two) years.

2.2 A First Homes Owner may let or sub-let their First Home for any period provided that the First Homes Owner notifies the Council and the Council consents in writing to the proposed letting or sub-letting. The Council covenants not to unreasonably withhold or delay giving such consent and not to withhold such consent in any of circumstances in paragraphs 2.2.1 to 2.2.6 of this Second Schedule:

2.2.1 the First Homes Owner is required to live in accommodation other than their First Home for the duration of the letting or sub-letting for the purposes of employment;

2.2.2 the First Homes Owner is an active Armed Services Member and is to be deployed elsewhere for the for the duration of the letting or sub-letting;

2.2.3 the First Homes Owner reasonably requires to live elsewhere for the duration of the letting or sub-letting in order to escape a risk of harm;

2.2.4 the First Homes Owner reasonably requires to live elsewhere for the duration of the letting or sub-letting as a result of relationship breakdown;

2.2.5 the First Homes Owner reasonably requires to live elsewhere for the duration of the letting or sub-letting as a result of redundancy; and

2.2.6 the First Homes Owner reasonably requires to live elsewhere for the duration of the letting or sub-letting in order to provide care or assistance to any person.

2.3 A letting or sub-letting permitted pursuant to paragraph 2.1 or 2.2 of this Second Schedule must be by way of a written lease or sub-lease (as the case may be) of the whole of the First Home on terms which expressly prohibit any further sub-letting.

2.4 Nothing in this paragraph 2 of this Second Schedule prevents a First Homes Owner from renting a room within their First Home or from renting their First Home as temporary sleeping accommodation provided that the First Home remains at all times the First Home Owner's main residence.

3 Mortgagee Exclusion

The obligations in paragraphs 1 and 2 of this Second Schedule in relation to First Homes shall not apply to any Mortgagee or any receiver (including an administrative receiver appointed by such Mortgagee or any other person appointed under any security documentation to enable such Mortgagee to realise its security or any administrator (howsoever appointed (each a Receiver)) of any individual First Home or any persons or bodies deriving title through such Mortgagee or Receiver PROVIDED THAT:

3.1 such Mortgagee or Receiver shall first give written notice to the Council of its intention to Dispose of the relevant First Home; and

3.2 once notice of intention to Dispose of the relevant First Home has been given by the Mortgagee or Receiver to the Council the Mortgagee or Receiver shall be free to sell that First Home at its full Market Value and subject only to paragraph 3.3 of this Second Schedule

3.3 following the Disposal of the relevant First Home the Mortgagee or Receiver shall following the deduction of the amount due and outstanding under the relevant security documentation including all accrued principal monies, interest and reasonable costs and expenses pay to the Council the Additional First Homes Contribution.

3.4 following receipt of notification of the Disposal of the relevant First Home the Council shall:

3.4.1 forthwith issue a completed application to the purchaser of that Dwelling to enable the removal of the restriction on the title set out in paragraph 1.5 of this Second Schedule; and

3.4.2 apply all such monies received towards the provision of Affordable Housing in the Borough.

THIRD SCHEDULE

Owner's Obligations relating to the Affordable Rent Units

The Owner hereby covenants with the Council as follows:-

- 1 None of the Affordable Rent Units shall be Occupied except under the terms of a tenancy agreement with a Registered Provider who has entered into a Nominations Agreement with the Council and at a rent not exceeding Affordable Rent.
- 2 The allocation and nomination for initial and subsequent Affordable Rent Units shall be in accordance with the Council's Nominations Agreement.
- 3 The provisions of paragraphs 1 and 2 of this Third Schedule shall not be binding nor enforceable against:-
 - 3.1 a mortgagee or chargee (or any receiver (including an administrative receiver) appointed by such mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security or any receiver (however appointed) including a housing administrator (each a Receiver)) of the whole or any part of the Affordable Housing Unit or any persons or bodies deriving title through such mortgagee or chargee or Receiver PROVIDED THAT:
 - 3.1.1 such mortgagee or chargee or Receiver shall first give written notice to the Council of its intention to dispose of the Affordable Housing Unit and have used reasonable endeavours **and have co-operated in good faith with the Council** over a period of three months from the date of the written notice to complete a disposal of the Affordable Housing Unit to another Registered Provider or to the Council for a consideration not less than the amount due and outstanding under the terms of the relevant security documentation including all accrued principal monies, interest and costs and expenses; and

3.1.2 if such disposal has not completed within the three month period, the mortgagee, chargee or Receiver shall be entitled to dispose of the Affordable Housing Unit free from the affordable housing provisions in the Agreement which provisions shall determine absolutely.

3.2 any lessee exercising the statutory right to acquire a property; and

3.3 any successor in title either directly or indirectly from any of the persons mentioned in paragraphs 3.1 or 3.2 of this Third Schedule.

4 The Owner / Registered Provider shall supply to the Council within 10 (ten) Working Days of the Council's written request such other information as the Council may reasonably require in order to determine whether the matters referred to in this Schedule are being observed.

FOURTH SCHEDULE

Owner's Obligations relating to the Shared Ownership Units

The Owner hereby covenants with the Council as follows:-

- 1 None of the Shared Ownership Units shall be Occupied except under a Shared Ownership Arrangement with a Registered Provider.
- 2 The allocation and nomination for initial and subsequent Shared Ownership Units shall be in accordance with Homes England criteria.
- 3 Re-sales of the Shared Ownership Units shall be in accordance with the Council's re-sale process applicable at the relevant time.
- 4 The provisions of paragraphs 1 to 4 of this Fourth Schedule shall not be binding nor enforceable against:-
 - 4.1 a mortgagee or chargee (or any receiver (including an administrative receiver) appointed by such mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security or any receiver (however appointed) including a housing administrator (each a Receiver)) of the whole or any part of the Affordable Housing Unit or any persons or bodies deriving title through such mortgagee or chargee or Receiver PROVIDED THAT:
 - 4.1.1 such mortgagee or chargee or Receiver shall first give written notice to the Council of its intention to dispose of the Affordable Housing Unit and have used reasonable endeavours **and have co-operated in good faith with the Council** over a period of three months from the date of the written notice to complete a disposal of the Affordable Housing Unit to another Registered Provider or to the Council for a consideration not less than the amount due and outstanding under the terms of the relevant security documentation including all accrued principal monies, interest and costs and expenses; and

4.1.2 if such disposal has not completed within the three month period, the mortgagee, chargee or Receiver shall be entitled to dispose of the Affordable Housing Unit free from the affordable housing provisions in the Agreement which provisions shall determine absolutely.

4.2 any shared ownership lessee exercising the right to staircase to 100% equity share of a Dwelling; and

4.3 any successor in title either directly or indirectly from any of the persons mentioned in paragraphs 4.1 or 4.2 of this Fourth Schedule.
or

5 The Owner / Registered Provider shall supply to the Council within 10 (ten) Working Days of the Council's written request such other information as the Council may reasonably require in order to determine whether the matters referred to in this Schedule are being observed.

FIFTH SCHEDULE
Affordable Housing Schedule

<u>Plot Number</u>	<u>Name</u>	<u>Size</u>	<u>Type</u>	<u>Number of Bedrooms</u>	<u>Tenure</u>
<u>1</u>	<u>Roseberry</u>	<u>703 sqft</u>	<u>Duplex apartment</u>	<u>2</u>	<u>First Home</u>
<u>2</u>	<u>Kensington</u>	<u>711 sqft</u>	<u>Apartment</u>	<u>2</u>	<u>First Home</u>
<u>3</u>	<u>Kensington</u>	<u>711 sqft</u>	<u>Apartment</u>	<u>2</u>	<u>First Home</u>
<u>4</u>	<u>Abbey</u>	<u>738 sqft</u>	<u>Apartment</u>	<u>2</u>	<u>First Home</u>
<u>5</u>	<u>Abbey</u>	<u>738 sqft</u>	<u>Apartment</u>	<u>2</u>	<u>First Home</u>
<u>6</u>	<u>Abbey</u>	<u>738 sqft</u>	<u>Apartment</u>	<u>2</u>	<u>First Home</u>
<u>12</u>	<u>Buxton</u>	<u>963 sqft</u>	<u>Mews</u>	<u>3</u>	<u>First Home</u>
<u>13</u>	<u>Buxton</u>	<u>963 sqft</u>	<u>Mews</u>	<u>3</u>	<u>First Home</u>
<u>14</u>	<u>Bramley</u>	<u>986 sqft</u>	<u>Mews</u>	<u>3</u>	<u>First Home</u>
<u>17</u>	<u>Windermere</u>	<u>543 sqft</u>	<u>Maisonette</u>	<u>1</u>	<u>Shared Ownership</u>
<u>18</u>	<u>Windermere</u>	<u>543 sqft</u>	<u>Maisonette</u>	<u>1</u>	<u>Shared Ownership</u>
<u>19</u>	<u>Ambleside</u>	<u>605 sqft</u>	<u>Maisonette</u>	<u>1</u>	<u>Shared Ownership</u>
<u>20</u>	<u>Grassmere</u>	<u>504 sqft</u>	<u>Maisonette</u>	<u>1</u>	<u>Shared Ownership</u>
<u>30</u>	<u>Timperley</u>	<u>902 sqft</u>	<u>Mews</u>	<u>3</u>	<u>First Home</u>
<u>31</u>	<u>Timperley</u>	<u>902 sqft</u>	<u>Mews</u>	<u>3</u>	<u>First Home</u>

<u>32</u>	<u>Windermere</u>	<u>543</u> <u>sqft</u>	<u>Maisonette</u>	<u>1</u>	<u>First Home</u>
<u>33</u>	<u>Ambleside</u>	<u>605</u> <u>sqft</u>	<u>Maisonette</u>	<u>1</u>	<u>First Home</u>
<u>34</u>	<u>Grasmere</u>	<u>504</u> <u>sqft</u>	<u>Maisonette</u>	<u>1</u>	<u>First Home</u>
<u>35</u>	<u>Grasmere</u>	<u>504</u> <u>sqft</u>	<u>Maisonette</u>	<u>1</u>	<u>First Home</u>
<u>36</u>	<u>Grasmere</u>	<u>504</u> <u>sqft</u>	<u>Maisonette</u>	<u>1</u>	<u>First Home</u>
<u>37</u>	<u>Windermere</u>	<u>543</u> <u>sqft</u>	<u>Maisonette</u>	<u>1</u>	<u>First Home</u>
<u>38</u>	<u>Windermere</u>	<u>543</u> <u>sqft</u>	<u>Maisonette</u>	<u>1</u>	<u>First Home</u>
<u>39</u>	<u>Ambleside</u>	<u>605</u> <u>sqft</u>	<u>Maisonette</u>	<u>1</u>	<u>First Home</u>
<u>40</u>	<u>Ambleside</u>	<u>605</u> <u>sqft</u>	<u>Maisonette</u>	<u>1</u>	<u>First Home</u>
<u>41</u>	<u>Ambleside</u>	<u>605</u> <u>sqft</u>	<u>Maisonette</u>	<u>1</u>	<u>First Home</u>
<u>42</u>	<u>Grasmere</u>	<u>504</u> <u>sqft</u>	<u>Maisonette</u>	<u>1</u>	<u>First Home</u>
<u>43</u>	<u>Windermere</u>	<u>543</u> <u>sqft</u>	<u>Maisonette</u>	<u>1</u>	<u>First Home</u>
<u>56</u>	<u>Bramley</u>	<u>986</u> <u>sqft</u>	<u>Mews</u>	<u>3</u>	<u>First Home</u>
<u>57</u>	<u>Buxton</u>	<u>963</u> <u>sqft</u>	<u>Mews</u>	<u>3</u>	<u>First Home</u>
<u>58</u>	<u>Buxton</u>	<u>963</u> <u>sqft</u>	<u>Mews</u>	<u>3</u>	<u>First Home</u>
<u>59</u>	<u>Buxton</u>	<u>963</u> <u>sqft</u>	<u>Mews</u>	<u>3</u>	<u>First Home</u>
<u>60</u>	<u>Buxton</u>	<u>963</u> <u>sqft</u>	<u>Mews</u>	<u>3</u>	<u>First Home</u>
<u>61</u>	<u>Bramley</u>	<u>986</u> <u>sqft</u>	<u>Mews</u>	<u>3</u>	<u>First Home</u>

<u>98</u>	<u>Bramley</u>	<u>986</u> <u>sqft</u>	<u>Mews</u>	<u>3</u>	<u>First Home</u>
<u>99</u>	<u>Buxton</u>	<u>963</u> <u>sqft</u>	<u>Mews</u>	<u>3</u>	<u>First Home</u>
<u>100</u>	<u>Buxton</u>	<u>963</u> <u>sqft</u>	<u>Mews</u>	<u>3</u>	<u>Shared</u> <u>Ownership</u>
<u>101</u>	<u>Buxton</u>	<u>963</u> <u>sqft</u>	<u>Mews</u>	<u>3</u>	<u>Shared</u> <u>Ownership</u>
<u>102</u>	<u>Buxton</u>	<u>963</u> <u>sqft</u>	<u>Mews</u>	<u>3</u>	<u>Shared</u> <u>Ownership</u>
<u>103</u>	<u>Buxton</u>	<u>963</u> <u>sqft</u>	<u>Mews</u>	<u>3</u>	<u>Shared</u> <u>Ownership</u>
<u>119</u>	<u>Buxton</u>	<u>963</u> <u>sqft</u>	<u>Mews</u>	<u>3</u>	<u>Shared</u> <u>Ownership</u>
<u>120</u>	<u>Buxton</u>	<u>963</u> <u>sqft</u>	<u>Mews</u>	<u>3</u>	<u>Shared</u> <u>Ownership</u>
<u>121</u>	<u>Buxton</u>	<u>963</u> <u>sqft</u>	<u>Mews</u>	<u>3</u>	<u>Shared</u> <u>Ownership</u>
<u>122</u>	<u>Buxton</u>	<u>963</u> <u>sqft</u>	<u>Mews</u>	<u>3</u>	<u>Shared</u> <u>Ownership</u>
<u>123</u>	<u>Buxton</u>	<u>963</u> <u>sqft</u>	<u>Mews</u>	<u>3</u>	<u>Shared</u> <u>Ownership</u>
<u>124</u>	<u>Buxton</u>	<u>963</u> <u>sqft</u>	<u>Mews</u>	<u>3</u>	<u>Shared</u> <u>Ownership</u>
<u>125</u>	<u>Buxton</u>	<u>963</u> <u>sqft</u>	<u>Mews</u>	<u>3</u>	<u>Shared</u> <u>Ownership</u>
<u>191</u>	<u>Ambleside</u>	<u>605</u> <u>sqft</u>	<u>Maisonette</u>	<u>1</u>	<u>First Home</u>
<u>192</u>	<u>Grassmere</u>	<u>504</u> <u>sqft</u>	<u>Maisonette</u>	<u>1</u>	<u>First Home</u>
<u>193</u>	<u>Ambleside</u>	<u>605</u> <u>sqft</u>	<u>Maisonette</u>	<u>1</u>	<u>First Home</u>
<u>194</u>	<u>Grassmere</u>	<u>504</u> <u>sqft</u>	<u>Maisonette</u>	<u>1</u>	<u>First Home</u>
<u>195</u>	<u>Ambleside</u>	<u>605</u> <u>sqft</u>	<u>Maisonette</u>	<u>1</u>	<u>First Home</u>

<u>196</u>	<u>Grassmere</u>	<u>504 sqft</u>	<u>Maisonette</u>	<u>1</u>	<u>First Home</u>
<u>197</u>	<u>Ambleside</u>	<u>605 sqft</u>	<u>Maisonette</u>	<u>1</u>	<u>First Home</u>
<u>198</u>	<u>Grassmere</u>	<u>504 sqft</u>	<u>Maisonette</u>	<u>1</u>	<u>First Home</u>
<u>224</u>	<u>Caldbeck</u>	<u>1062 sqft</u>	<u>Mews</u>	<u>4</u>	<u>First Home</u>
<u>225</u>	<u>Caldbeck</u>	<u>1062 sqft</u>	<u>Mews</u>	<u>4</u>	<u>First Home</u>
<u>226</u>	<u>Caldbeck</u>	<u>1062 sqft</u>	<u>Mews</u>	<u>4</u>	<u>First Home</u>
<u>227</u>	<u>Caldbeck</u>	<u>1062 sqft</u>	<u>Mews</u>	<u>4</u>	<u>First Home</u>
<u>228</u>	<u>Caldbeck</u>	<u>1062 sqft</u>	<u>Mews</u>	<u>4</u>	<u>First Home</u>
<u>229</u>	<u>Caldbeck</u>	<u>1062 sqft</u>	<u>Mews</u>	<u>4</u>	<u>First Home</u>
<u>230</u>	<u>Buxton</u>	<u>963 sqft</u>	<u>Mews</u>	<u>3</u>	<u>Shared Ownership</u>
<u>231</u>	<u>Buxton</u>	<u>963 sqft</u>	<u>Mews</u>	<u>3</u>	<u>Shared Ownership</u>
<u>232</u>	<u>Buxton</u>	<u>963 sqft</u>	<u>Mews</u>	<u>3</u>	<u>Shared Ownership</u>
<u>233</u>	<u>Buxton</u>	<u>963 sqft</u>	<u>Mews</u>	<u>3</u>	<u>Shared Ownership</u>
<u>234</u>	<u>Buxton</u>	<u>963 sqft</u>	<u>Mews</u>	<u>3</u>	<u>Shared Ownership</u>
<u>235</u>	<u>Buxton</u>	<u>963 sqft</u>	<u>Mews</u>	<u>3</u>	<u>Shared Ownership</u>
<u>236</u>	<u>Buxton</u>	<u>963 sqft</u>	<u>Mews</u>	<u>3</u>	<u>Shared Ownership</u>
<u>237</u>	<u>Caldbeck</u>	<u>1062 sqft</u>	<u>Mews</u>	<u>4</u>	<u>Affordable Rent</u>
<u>238</u>	<u>Caldbeck SP</u>	<u>1089 sqft</u>	<u>Mews</u>	<u>4</u>	<u>Affordable Rent</u>

<u>239</u>	<u>Buxton</u>	<u>963</u> <u>sqft</u>	<u>Mews</u>	<u>3</u>	<u>Affordable Rent</u>
<u>240</u>	<u>Buxton</u>	<u>963</u> <u>sqft</u>	<u>Mews</u>	<u>3</u>	<u>Affordable Rent</u>
<u>241</u>	<u>Bramley</u>	<u>986</u> <u>sqft</u>	<u>Mews</u>	<u>3</u>	<u>Affordable Rent</u>
<u>319</u>	<u>Buxton</u>	<u>963</u> <u>sqft</u>	<u>Mews</u>	<u>3</u>	<u>Affordable Rent</u>
<u>320</u>	<u>Buxton</u>	<u>963</u> <u>sqft</u>	<u>Mews</u>	<u>3</u>	<u>Affordable Rent</u>
<u>375</u>	<u>Caldbeck</u>	<u>1062</u> <u>sqft</u>	<u>Mews</u>	<u>4</u>	<u>Shared</u> <u>Ownership</u>
<u>376</u>	<u>Caldbeck</u>	<u>1062</u> <u>sqft</u>	<u>Mews</u>	<u>4</u>	<u>Shared</u> <u>Ownership</u>
<u>377</u>	<u>Windermere</u>	<u>543</u> <u>sqft</u>	<u>Maisonette</u>	<u>1</u>	<u>Affordable Rent</u>
<u>378</u>	<u>Windermere</u>	<u>543</u> <u>sqft</u>	<u>Maisonette</u>	<u>1</u>	<u>Affordable Rent</u>
<u>379</u>	<u>Ambleside</u>	<u>605</u> <u>sqft</u>	<u>Maisonette</u>	<u>1</u>	<u>Affordable Rent</u>
<u>380</u>	<u>Grassmere</u>	<u>504</u> <u>sqft</u>	<u>Maisonette</u>	<u>1</u>	<u>Affordable Rent</u>
<u>381</u>	<u>Ambleside</u>	<u>605</u> <u>sqft</u>	<u>Maisonette</u>	<u>1</u>	<u>Affordable Rent</u>
<u>382</u>	<u>Grassmere</u>	<u>504</u> <u>sqft</u>	<u>Maisonette</u>	<u>1</u>	<u>Affordable Rent</u>
<u>383</u>	<u>Windermere</u>	<u>543</u> <u>sqft</u>	<u>Maisonette</u>	<u>1</u>	<u>Affordable Rent</u>
<u>384</u>	<u>Windermere</u>	<u>543</u> <u>sqft</u>	<u>Maisonette</u>	<u>1</u>	<u>Affordable Rent</u>
<u>385</u>	<u>Windermere</u>	<u>543</u> <u>sqft</u>	<u>Maisonette</u>	<u>1</u>	<u>Affordable Rent</u>
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<u>387</u>	<u>Ambleside</u>	<u>605</u> <u>sqft</u>	<u>Maisonette</u>	<u>1</u>	<u>Affordable Rent</u>

<u>388</u>	<u>Grassmere</u>	<u>504 sqft</u>	<u>Maisonette</u>	<u>1</u>	<u>Affordable Rent</u>
<u>389</u>	<u>Ambleside</u>	<u>605 sqft</u>	<u>Maisonette</u>	<u>1</u>	<u>Affordable Rent</u>
<u>390</u>	<u>Grassmere</u>	<u>504 sqft</u>	<u>Maisonette</u>	<u>1</u>	<u>Affordable Rent</u>
<u>391</u>	<u>Ambleside</u>	<u>605 sqft</u>	<u>Maisonette</u>	<u>1</u>	<u>Affordable Rent</u>
<u>392</u>	<u>Grassmere</u>	<u>504 sqft</u>	<u>Maisonette</u>	<u>1</u>	<u>Affordable Rent</u>
<u>393</u>	<u>Ambleside</u>	<u>605 sqft</u>	<u>Maisonette</u>	<u>1</u>	<u>Affordable Rent</u>
<u>394</u>	<u>Grassmere</u>	<u>504 sqft</u>	<u>Maisonette</u>	<u>1</u>	<u>Affordable Rent</u>
<u>395</u>	<u>Windermere</u>	<u>543 sqft</u>	<u>Maisonette</u>	<u>1</u>	<u>Affordable Rent</u>
<u>396</u>	<u>Windermere</u>	<u>543 sqft</u>	<u>Maisonette</u>	<u>1</u>	<u>Affordable Rent</u>
<u>397</u>	<u>Windermere</u>	<u>543 sqft</u>	<u>Maisonette</u>	<u>1</u>	<u>Shared Ownership</u>
<u>398</u>	<u>Windermere</u>	<u>543 sqft</u>	<u>Maisonette</u>	<u>1</u>	<u>Shared Ownership</u>
<u>399</u>	<u>Windermere</u>	<u>543 sqft</u>	<u>Maisonette</u>	<u>1</u>	<u>Shared Ownership</u>
<u>400</u>	<u>Windermere</u>	<u>543 sqft</u>	<u>Maisonette</u>	<u>1</u>	<u>Shared Ownership</u>

SIXTH SCHEDULE
Affordable Housing Plan

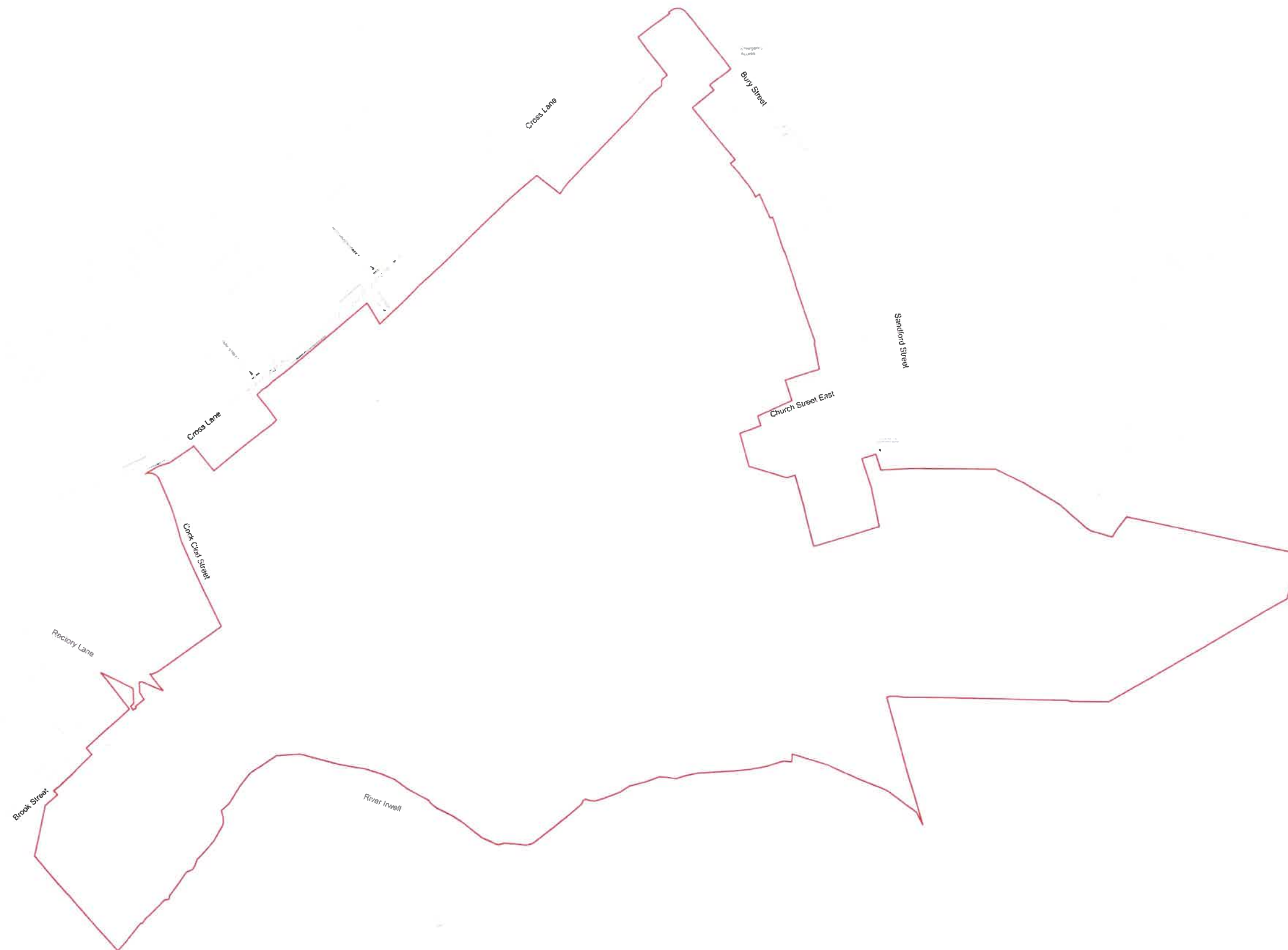


AFFORDABLE RENT				
NAME	DESCRIPTION	SIZE (sqft)	Units	TOTAL (sqft)
GRASSMERE	1 BED MAISONETTE + PARKING	504	6	3024
WINDERMERE	1 BED MAISONETTE + PARKING	543	8	4344
AMBLESIDE	1 BED MAISONETTE + PARKING	605	6	3630
BUXTON	3 BED MEWS + PARKING	963	4	3852
BRAMLEY	3 BED MEWS + PARKING	986	1	986
CALDBECK	4 BED MEWS + PARKING	1062	1	1062
CALDBECK SP	4 BED MEWS + PARKING	1089	1	1089
Total			27	14850

FIRST HOMES				
NAME	DESCRIPTION	SIZE (sqft)	Units	TOTAL (sqft)
GRASSMERE	1 BED MAISONNETTE + PARKING	504	8	4032
WINDERMERE	1 BED MAISONNETTE + PARKING	543	4	2172
WOBLESIDE	1 BED MAISONNETTE + PARKING	605	8	4840
ROSEBERRY	2 BED DUPLEX APT + PARKING	703	1	703
KENSINGTON	2 BED APARTMENT + PARKING	711	2	1422
ABBAY	2 BED APARTMENT + PARKING	738	3	2214
TIMPERLEY	3 BED MEWS + PARKING	902	2	1804
BLXTON	3 BED MEWS + PARKING	963	7	6741
BRAMLEY	3 BED MEWS + PARKING	986	4	3944
CALDBECK	4 BED MEWS + PARKING	1062	6	6372
		Total	45	34244

**EAST LANCS PAPER MILL
RADCLIFFE**

SEVENTH SCHEDULE
Location Plan identifying the Land



4. PRELIMINARY DRAWING TO INCLUDE MAINS (S) AND (N) IN 1:1000 SCALE 17/01/20 01/

REV. DESCRIPTION DATE

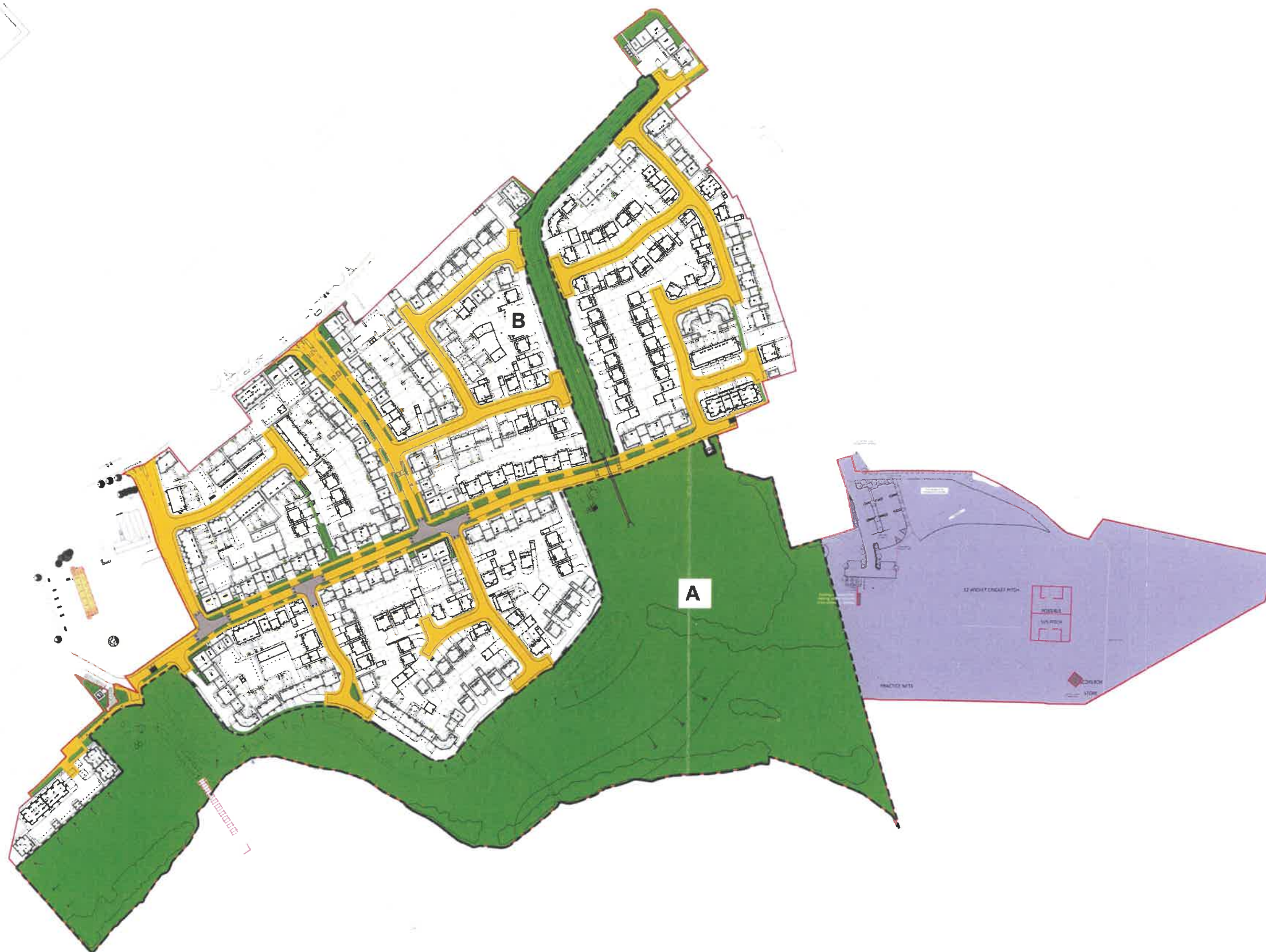
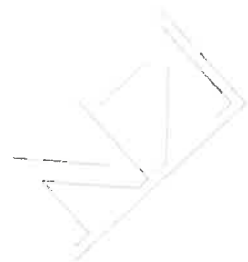
Morris Homes (North) Limited
Morland House
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EAST LANCs PAPER MILL
RADCLIFFE

LOCATION PLAN

EIGHTH SCHEDULE

Recreation Land Plan



KEY

- ADOPTABLE HIGHWAY
- PUBLIC OPEN SPACE/MANAGEMENT COMPANY AREAS
 - A Area A - 15.58 Acres - 6.30 Hectares
 - B Area B - 1.17 Acres - 0.47 Hectares
- CRICKET CLUB AREA
8.37 Acres - 3.39 Hectares



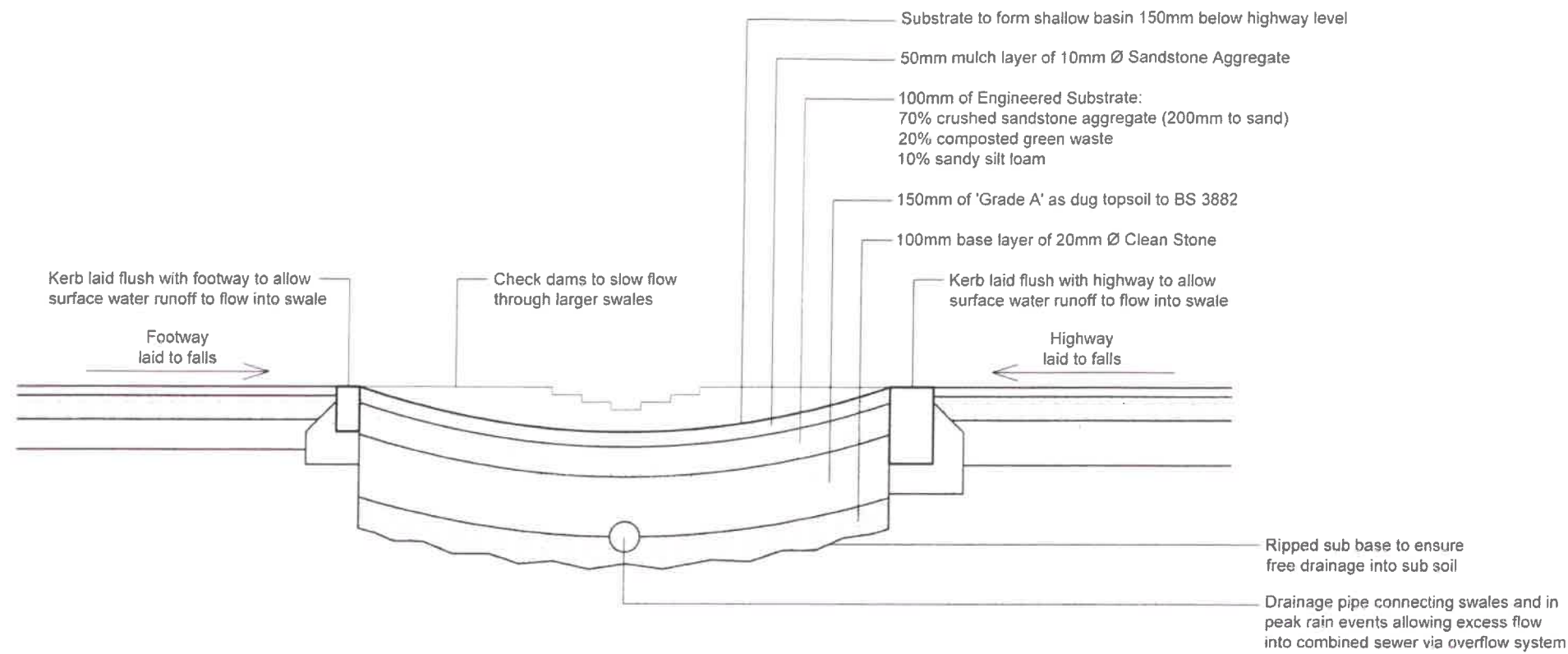
D	UPDATED TO MATCH REVISION LAYOUT	21/12/20	OK
E	UPDATED TO MATCH REVISION LAYOUT	22/03/20	OK
F	UPDATED TO MATCH REVISION LAYOUT	11/04/20	OK
G	UPDATED TO MATCH REVISION LAYOUT	10/07/20	OK
H	UPDATED TO ADD DROPPED CLUB AREA	07/02/21	OK
I	UPDATED TO MATCH REVISION LAYOUT	27/08/21	OK
A	UPDATED TO MATCH REVISION LAYOUT	28/07/22	OK
REV	DESCRIPTION	DATE	BY

Morris Homes (North) Limited
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EAST LANC'S PAPER MILL
RADCLIFFE

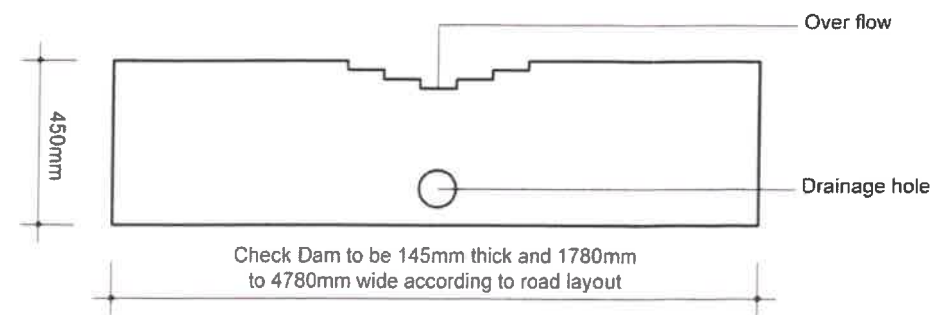
ADOPTABLE HIGHWAY
& MANAGEMENT PLAN

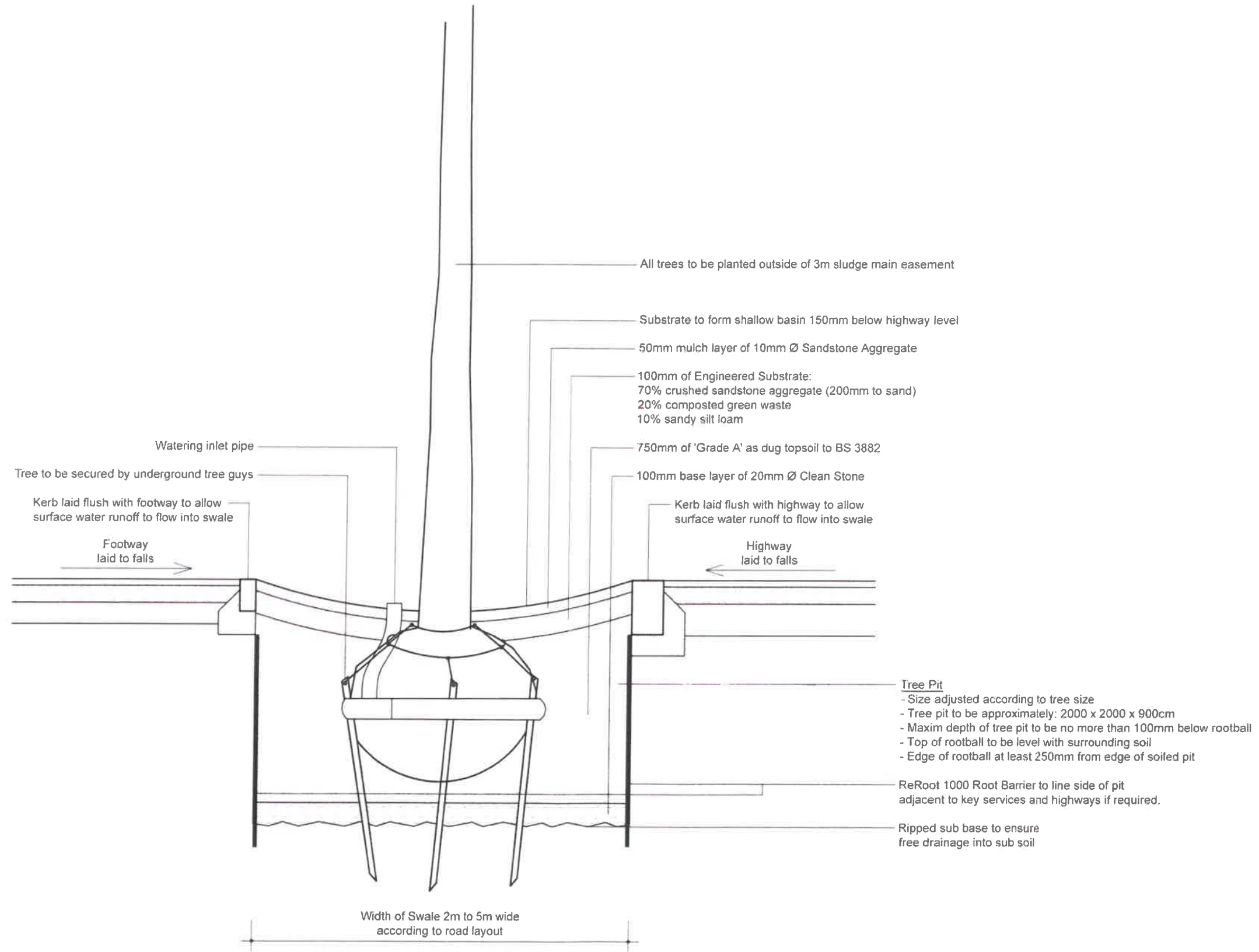
NINTH SCHEDULE
Recreation Layout Plan



Width of Swale 1.78m to 4.78m
wide according to road layout

Precast Concrete Check Dam





V02: Additional root barrier_ 100125_JH

DWG TITLE:
Typical Urban Swale Tree Pit Section Detail

PROJECT TITLE:
East Lancs Paper Mill, Radcliffe

DATE:
04.2023

DRAWN BY:
JH

CHECKED BY:
NW

DWG NO.
M3477-SD-04-V02

CLIENT:
Morris Homes Ltd

WORK STAGE:
Sketch

SCALE:
1:20@A3

Unit 6, Longley Lane
Northenden, Manchester
M22 4WT

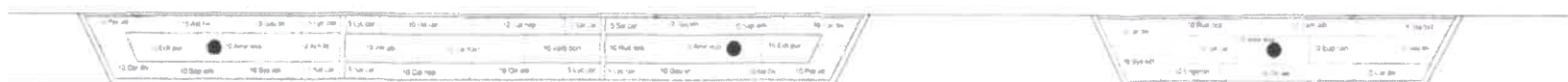
T: 0161 946 0608
E: design@barneswalker.co.uk
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bw
**BARNES
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PLANTS FOR SWALE CENTRES		
640 m ² (3,640 plants @ 6/m ²)		
9cm pots, planted in groups of 7 to 15		
Taller plants		
Ame tab	Amaoma tabernaemontana var. salicifolia	120
Ach fi	Achillea filipendula Coronation Gold	120
Ach cal	Achnantherum calamagrostis	120
Ane less	Anemone lessonia	120
Cal Kar	Calamagrostis x acutiflora 'Karl Forster'	120
Eup can	Eupatorium cannabinum 'Plenum'	120
Hel sem	Helictotrichon sempervirens	120
Hem li	Hemerocallis lilioasphodelus	120
Iri sib	Iris sibirica 'Tropic Night'	120
Kra Taw	Kniphofia Tawny King	120
Lib for	Liberia formosa	120
Mal mos	Malva moschata	120
Mis sin	Miscanthus sinensis undine	120
Mol cee	Molnia caerulea subsp. arundinacea Paul Petersen	120
Pan dai	Panicum dallas blues	120
San red	Sanguisorba red thunder	120
Sti gig	Stipa gigantea	120
Ver bon	Verbena bonariensis	120
Ver ros	Veronicastrum roseum	120
Ver alb	Veronicastrum virginicum album	120
Lower end of check dams only		
Abe chi	Astilbe chinensis 'Purple Lance'	120
Lyth sal	Lythrum salicaria 'Zigeunerblut'	120
Medium height plants		
Ast fr	Aster frakabi monch	120
Cam qua	Camassia quamash	120
Cor ver	Coreopsis verticillata grandiflora	120
Des cep	Deschampsia cespitosa Goldtau	120
Eup pol	Euphorbia polychroma	120
Gau lin	Gaura lindheimeri	120
Luz niv	Luzula nivea	120
Poi cee	Polemonium caeruleum	120
Rud dea	Rudbeckia fulgida var. deamii	120
Sis str	Sisyrinchium striatum	120
PLANTS FOR SWALE EDGES - 724m ²		
851m ² (5,106 plants @ 6/m ²)		
9cm pots, planted in groups of 7 to 15		
Ach fi	Achillea filipendula Coronation Gold	138
Ach Lil	Achillea Lilac Beauty	138
Ast ame	Aster amellus	138
Ast Pur	Aster Purple Dome	138
Ast sed	Aster sedifolius Nerus	138
Bet off	Betonica officinalis	138
Cal nep	Calamintha nepeta	138
Cam qua	Camassia quamash	138
Cen mon	Centaurea montana Joddy	138
Cor ver	Coreopsis verticillata grandiflora	138
Cyn ama	Cynoglossum amabile	138
Des cep	Deschampsia cespitosa Goldtau	138
Dia car	Dianthus carthusianorum	138
Ech pal	Echinacea pallida	138
Ech rit	Echinops ritro Vetches Blue	138
En kar	Engelmann xanthoxanthus	138
Ero man	Erodium manescavi	138
Eup pol	Euphorbia polychroma	138
Gau lin	Gaura lindheimeri	138
Gau Tan	Gaura 'Totally Tangerine'	138
Kna mac	Knaulia macdonaldii Mars Midget	138
Lum lat	Limonium latifolium	138
Luz niv	Luzula nivea	138
Lyc cor	Lychnis coronaria	138
On lae	Oenanthe laevigatum herrenhausen	138
Per str	Perovskia atriplicifolia	138
Poi cee	Polemonium caeruleum	138
Rud dea	Rudbeckia fulgida var. deamii	138
Rud dea	Rudbeckia fulgida var. Goldsturm	138
Sai cara	Salvia nemorosa caradonna	138
Sai ame	Salvia nemorosa amethyst	138
Sap lem	Saponaria x lempergii 'Max Frie'	138
Scab col	Scabiosa columbiana	138
Sed joe	Sedum Jose subergine	138
Sis str	Sisyrinchium striatum	138
Sta byz	Stachys byzantina Big Ears	138
Car div	Carex divisa	138
BULB PLANTING 60/m ²		
20% of total area - 298m ²		
All aff	Allium afflatunense	1863
Cam alb	Camassia leichlinii alba	1863
Cam cee	Camassia leichlinii caerulea	1863
Ere bun	Eremurus bungei	1863
Ere oleo	Eremurus oleopetra	1863
Gai elw	Galanthus elwesii	1863
Nar Tet	Narcissus Tete a Tete	1863
Tul syl	Tulipa sylvestris	1863
TOTAL BED AREAS - 1,481m ²		
Swale centres - 460m ²		
Swale edges - 851m ²		

SAMPLE PLANTING PLAN - 1:100



BED 10
Overall area 38m²
Swale centre 15m²

BED 14
Overall area 16m²
Swale centre 6m²

TREES		Code	Size in cm	Root Condition		Total	
					Pot size (C)		
Betula Alba sinensis Fassion	Betula ornamental	BET FAS	16-18 girth	RB		21	
Betula pendula	Betula	BET PEN	20-25 girth	RB		6	
Betula utilis jacquemontii	Himalayan birch	BET JAC	16-18 girth	RB		22	
Betula pendula Fastigata Jey	Betula (fastigate ornamental)	BET JOE	16-18 girth	RB		3	
HEDGES		Code	Size in cm	Root Condition	Density/Spacing	Final height	Total
				Pot size (C)			
Ilex Crenata "Caroline Upnigh"		IC	40-50cm	10L - RB	3.5 / linear m	40cm	553

All hedges planted as a single row. To be trimmed lightly after planting to promote bushy growth

ORNAMENTAL GRASSES		Code	Size in cm	Root Condition	Pot size (C)	Density/spacing	Total
Anemone lessonia Syn. Sipa arundinacea	ai		30-40cm	10L		3m ²	130
Sipa tenuissima 'Pony Tail'	st		30-40cm	10L		3m ²	589

ORNAMENTAL SHRUBS		Code	Size in cm	Root Condition	Pot size (C)	Density/spacing	Total
Erythronium 'Bowie's Mauve'	EB		30-40cm	10L		3m ²	594



KEY	
	Trees Tree pit - 750mm minimum depth x 1200mm square
	Hedge Ilex Crenata 'Caroline Upnigh'
	Ornamental Grass (Tall) Anemone lessonia Syn. Sipa arundinacea
	Ornamental Grass Sipa tenuissima 'Pony Tail'
	Ornamental Shrub Erythronium 'Bowie's Mauve'

HERBACEOUS PLANTING FOR URBAN SWALES
All herbaceous plants planted as 9cm pots to an approximate density of 6 plants per m².
Planted into prepared swales as indicated in drawings.
M3477-SD-03-V01 and M3477-SD-04-V01

	Swale centres Refer to plant list for Plants for Swale Centres
	Lower end of check dams
	Swale edges Refer to plant list for Plants for Swale Edges

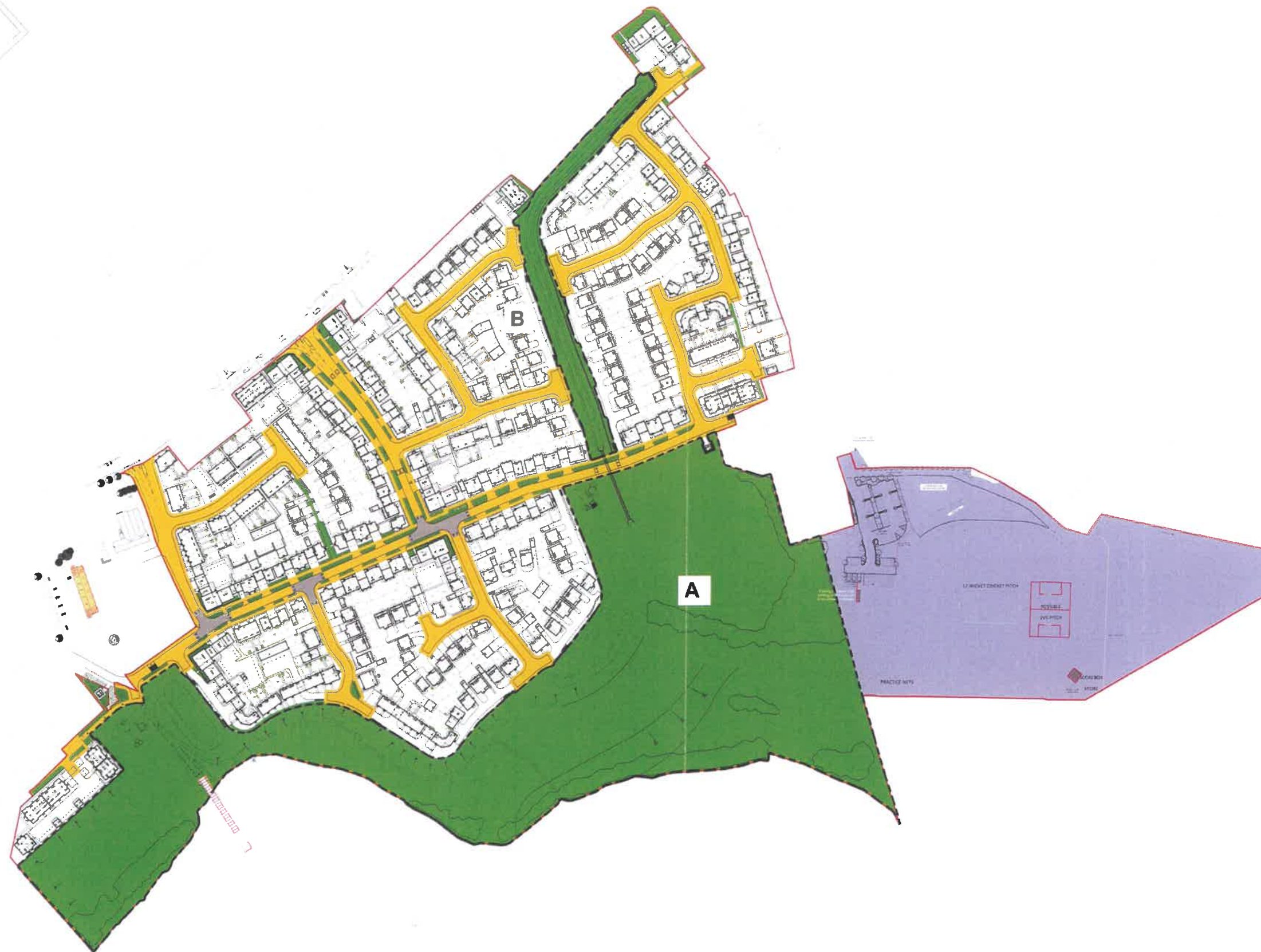
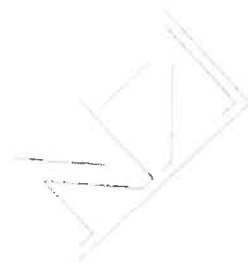
V03: Trees removed from 3m swale main easement, 10/01/25, JH

DWG TITLE: Urban Swale & Shrub Planting Plan
PROJECT TITLE: East Lanes Paper Mill, Radcliffe
DATE: 04.2023
DRAWN BY: JH
CHECKED BY: NW

DWG NO: M3477-SD-08-V03
CLIENT: Morris Homes Ltd
WORK STAGE: Sketch

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KEY

- ADOPTABLE HIGHWAY
- PUBLIC OPEN SPACE/MANAGEMENT COMPANY AREAS
 - A Area A - 15.58 Acres - 6.30 Hectares
 - B Area B - 1.17 Acres - 0.47 Hectares
- CRICKET CLUB AREA
8.37 Acres - 3.39 Hectares



09001

1	UPDATED TO MATCH REVISION P LAYOUT	21/01/23	DM
2	UPDATED TO MATCH REVISION LAYOUT	23/02/23	DM
3	UPDATED TO MATCH REVISION LAYOUT	17/03/23	DM
4	UPDATED TO MATCH REVISION LAYOUT	16/07/23	DM
5	UPDATED TO MATCH REVISION LAYOUT	01/12/23	DM
6	UPDATED TO MATCH REVISION LAYOUT	17/08/23	DM
7	UPDATED TO MATCH REVISION LAYOUT	08/07/23	DM
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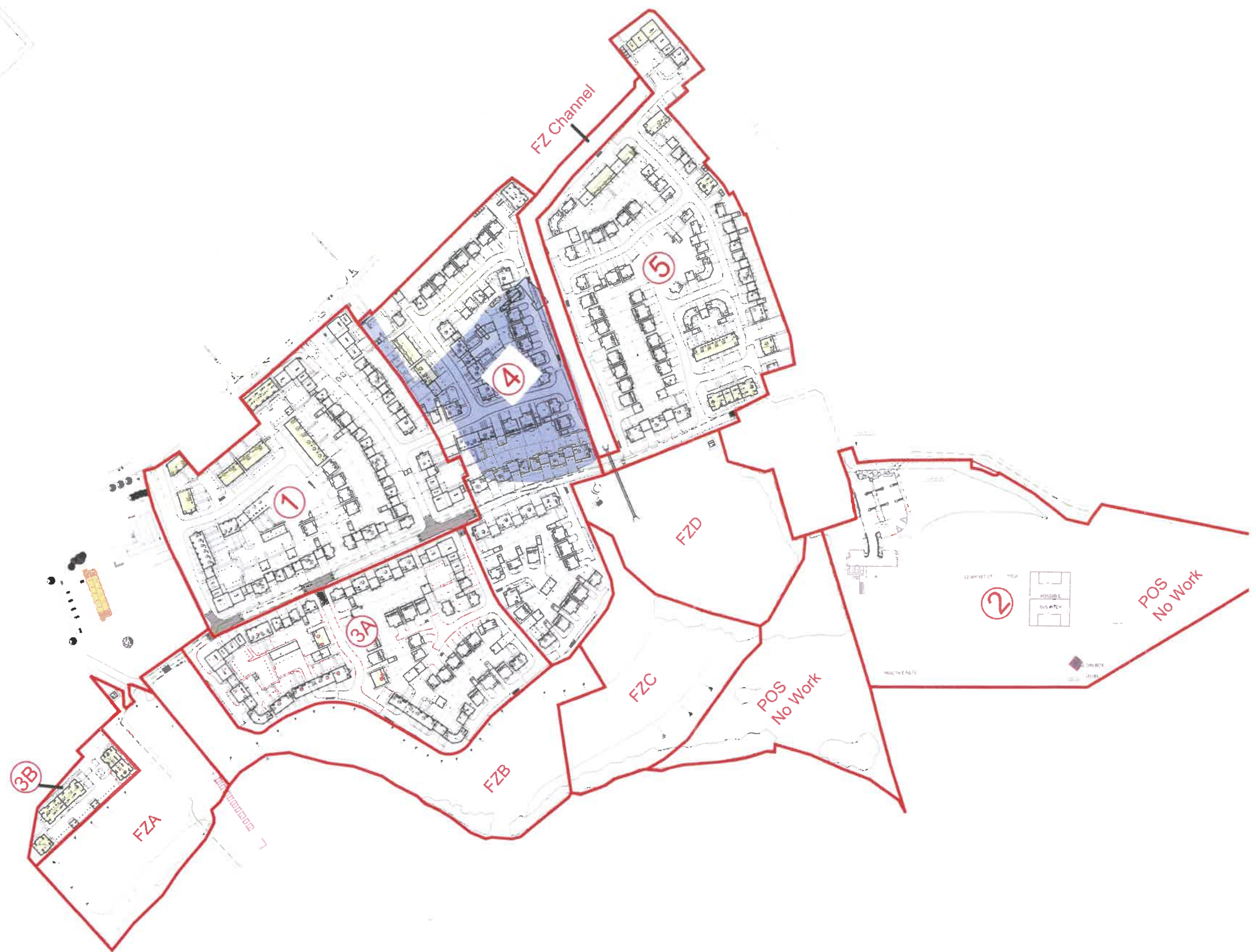
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**EAST LANCs PAPER MILL
RADCLIFFE**

**ADOPTABLE HIGHWAY
& MANAGEMENT PLAN**

ELVEVENTH SCHEDULE

Phasing Plan



[illegible]

69211

D	PHASING UPDATED FOLLOWING COMMENTS	25 JUL 20
C	UPDATED TO SUB PLANNING LAYOUT REVISION I	26 JUL 20
B	UPDATED TO SUB PLANNING LAYOUT REVISION F	26 JUL 20
A	AMENDED FOLLOWING COMMENTS RECEIVED	27 JUL 20

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**EAST LANCS PAPER MILL
RADCLIFFE**

PHASING PLAN

[illegible]

Newly Planted Trees

The plant streets and green links within the development planted with a range of native and ornamental trees, keeping with the woodland character of the local area will be used to provide a robust green infrastructure, promoting biodiversity and compensating the many existing trees that will be retained and protected. New trees have been included as informal groups and singles to complement the groups of mature and semi-mature trees retained across the site and to strengthen the structural integrity and resilience of the new landscape framework as a whole.



Hedgerows
Hedgerows have been used to define space, provide screening, soften boundary treatments and provide a unifying element throughout the development. Native hedgerows will act as wildlife corridors, increasing biodiversity throughout the development and provide ornamental evergreen hedge species have been proposed for the private garden boundaries away from areas of public use to provide year-round structural definition and screening.



Ornamental Shrub Planting
Ornamental shrub planting is to be used as *living screens*, *dividers* and *diversity* to the individual gardens and street scene throughout the development. Large 25 ft+ specimen shrubs with *unique* *various* forms will be introduced where space allows providing an *established* and *varied* ornamental character. Contemporary shrub beds will be planted along *verges*, *boundary walls*, and *gable sides* to *bring form*, *texture* and *colour* to the principal access routes.



Native Woodland
New belts of native woodland and understorey planting will be introduced to the boundaries of the development to create a substantial landscape buffer and to frame areas of open meadow grass and flower margins. New planting will connect physically with existing tree groups and incorporate related scrub vegetation linking isolated elements of vegetation and improving habitat connectivity.



Native Wildflower Meadow & Amenity Grassland

The native wildflower meadows and grassland areas will be specified separately to provide a visual and ecological transition between the shorter grass and hedgerows. Tree belts consisting of a sward with a greater diversity of species than short grass, with a predominance of wildflowers, thus providing a specially selected habitat, hunting ground for local bird and bat populations. Amenity grassland is included to create areas of short rough grass for informal recreation, with easy pedestrian access for the users of the site.



Wastewater Pond and Wetland Planting
 Intake of native species into wetland meadows would be introduced to reestablish the historic Hualapaians' role as a principal element of the sustainable drainage strategy creating a visual and ecological landscape that unites across the site entrance, landscape, and drainage corridor and bordered by the riparian ponds will provide a natural water storage and drainage. They will be planted with native wetland meadow species suitable to seasonally wet soils based on the vegetation of traditional wet meadows. Moss grown around the swales enhances the visual impact and definition of these features and provides a natural wetland meadow habitat for native birds and fishes. It is expected that riparian meadow will run through the wetlands providing access to people of all abilities encouraging outdoor recreation to the residents and the wider community.

[illegible]

Metres
10 20 30 40 50 60 70 80 90 100
SCALE 1:1000



Depressive young subjects did not receive medication and were not engaged in counseling and/or cognitive behavior treatment that indicates a need for help and support, and therefore, are not under medical supervision. The authors are not suggesting that the subjects are in need of medical supervision.

The planting will include large grasses suited to urban environments such as river grasses and sedges to provide structure, shelter and shade within the open space. Smaller forbes such as Prunella americana will also be used to provide seasonal interest and attractive foliage. Rain gardens and bioswales will be used to form linear planting beds with mixed upland planting leading to a dense urban biodiversity. This will create a wildlife corridor and a pedestrian friendly environment.



A range of timber play equipment alongside natural play features such as logs and stumps will be used within the play areas to encourage informal play and naturalistic design. The remaining space around the play areas will be left allowing space for children's ball games and sports.



- Proposed 1FF box
A small, rectangular box with a single entrance.
- Proposed 2F bat box
A small, rectangular box with two entrances.
- Proposed 2FN bat box
A small, rectangular box with two entrances, one of which is a narrow slit.
- Proposed 1B bird nest box
A small, rectangular box with a single entrance.
- Proposed Vivara Pro woodstone swift nest box
A small, rectangular box with a single entrance.
- Proposed Vivara Pro woodstone house sparrow nest box
A small, rectangular box with a single entrance.
- Proposed Bee brick
A small, rectangular brick with a single entrance.
- Proposed Schwegler insect nesting aid
A small, rectangular box with a single entrance.
- Proposed Log piles
A small, rectangular box with a single entrance.
- Proposed Hibernacula
A small, rectangular box with a single entrance.

Scale 1:1000



Enhancement Plan

East Lancs Paper Mill

(Main site)

- Schwegler 1FF box
- Schwegler 2F bat box
- Schwegler 2FN bat box
- Schwegler 1B bird nest box
(26mm, 32mm and oval entrances)
- Vivara Pro woodstone swift nest box
- Vivara Pro woodstone house sparrow nest box
- Bee brick
- Schwegler insect nesting aid
- Log piles
- Hibernacula

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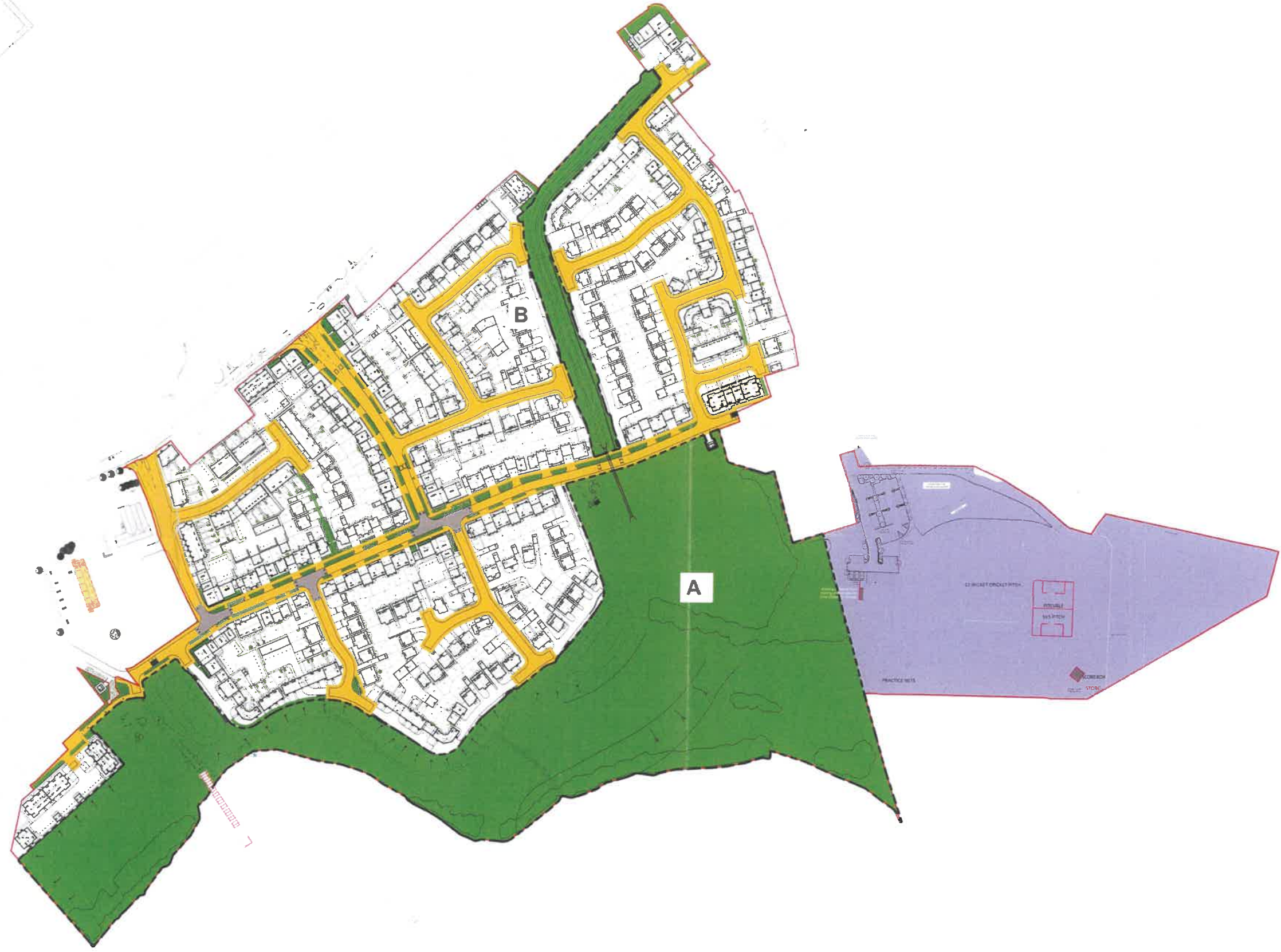
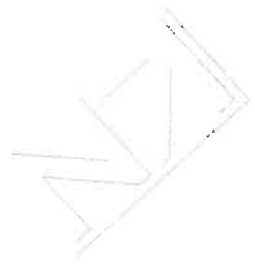
East Lancs Paper Mill - Cricket Pitch Relocation Site

Site plan

- Development boundary
- Bat box
- Bird box
- Insect box
- Hibernacula
- Log pile



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- KEY**
- ADOPTABLE HIGHWAY
 - PUBLIC OPEN SPACE/MANAGEMENT COMPANY AREAS
 - A Area A - 15.58 Acres - 6.30 Hectares
 - B Area B - 1.17 Acres - 0.47 Hectares
 - CRICKET CLUB AREA
8.37 Acres - 3.39 Hectares



1	UPDATED TO MATCH REVISION P LAYOUT	21/11/20	OW
2	UPDATED TO MATCH REVISION LAYOUT	22/02/21	OW
3	UPDATED TO MATCH REVISION LAYOUT	11/03/21	OW
4	UPDATED TO MATCH REVISION LAYOUT	11/07/21	OW
5	UPDATED TO ADD CRICKET CLUB AREA	21/12/21	OW
6	UPDATED TO MATCH REV A LAYOUT	21/03/22	OW
7	UPDATED TO MATCH REV A LAYOUT	21/03/22	OW
8	UPDATED TO MATCH REV A LAYOUT	21/03/22	OW
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99	UPDATED TO MATCH REV A LAYOUT	21/03/22	OW
100	UPDATED TO MATCH REV A LAYOUT	21/03/22	OW

Morris Homes (North) Limited
Morland House
Altrincham Road
Wilmslow
Cheshire SK9 5NW
Tel: (01625) 544 444
Fax: (0845) 833 1845

**EAST LANC'S PAPER MILL
RADCLIFFE**

**ADOPTABLE HIGHWAY
& MANAGEMENT PLAN**

SIGNATURE PAGE

IN WTINESS whereof the Council and the Owner and the Developer have
executed this Deed on the day and year first before written.

THE COMMON SEAL of **The Metropolitan**
Borough Of Bury was hereunto affixed in
the presence of:-

.....
.....
Authorised **Signatory**
(Signature)

EXECUTED as a **DEED** by **HOMES AND COMMUNITIES AGENCY (TRADING AS HOMES ENGLAND)** acting by two

Directors:-

190004



.....
Director

.....
Director

Executed as a deed by)
MORRIS HOMES LIMITED)
acting by a director:)
.....) Director
in the presence of:)

Name of witness:
(in BLOCK CAPITALS)

Signature of witness:

Address:
.....

Occupation: