

Dated

2021

(1) OMEGA ST HELENS LIMITED and OMEGA WARRINGTON LIMITED

AND

(2) DAVID HOWARD BROMILOW AND AMANDA JAYNE BROMILOW

AND

(3) HOMES ENGLAND

AND

(4) ST HELENS COUNCIL

AND

(5) WARRINGTON BOROUGH COUNCIL

AND

(6) MERSEY FOREST FOUNDATION

DEED OF AGREEMENT
pursuant to Section 106 of the
Town and Country Planning Act
1990 in relation to land to the west
of Omega South & south of the M62
Bold St Helens

THIS DEED is made on the day of Two thousand and twenty one

BETWEEN:

- (1) **OMEGA ST HELENS LIMITED** (Company No. 07521873) of Condor House, St Paul's Churchyard, London EC4M 8AL and **OMEGA WARRINGTON LIMITED** (Company No. 04263502) of Condor House, St Paul's Churchyard, London EC4M 8AL (**Developer**);
- (2) **DAVID HOWARD BROMILOW & AMANDA JAYNE BROMILOW** of Windy Bank Farm, Wigan Road, Golborne, Warrington, Cheshire WA3 3UG (**First Owner**);
- (3) **HOMES ENGLAND (the trading name of THE HOMES AND COMMUNITIES AGENCY)** of One Friargate, Coventry CV1 2GN (**Second Owner**);
- (4) **ST HELENS COUNCIL** of Town Hall, Corporation Street, St Helens, WA10 1HP (**Council**);
- (5) **WARRINGTON BOROUGH COUNCIL** of The Town Hall Warrington Cheshire WA1 1UH (**WBC**); and
- (6) **MERSEY FOREST FOUNDATION** (Company registration no. 09153749 and Registered Charity Number 1160790) of 6 Kansas Avenue, Salford, Greater Manchester, M50 2GL (**Mersey Forest Foundation**)

RECITALS

- A. For the purpose of this Deed the Council is the local planning authority and local highway authority for the area in which the Land is situated and by whom the obligations in this Deed are enforceable.
- B. WBC is a local planning authority and local highway authority by whom the obligations in Part 2 of Schedule 1 are enforceable.
- C. The First Owner is the freehold owner of the land registered at HM Land Registry under title number MS462582 comprising part of the Land.
- D. The Second Owner is the freehold owner of the land registered at HM Land Registry under title numbers MS407532, MS366065, CH679545 comprising part of the Land and is the freehold owner of the Undeveloped Site.
- E. Omega St Helens Limited has an option to purchase part of the Land registered under title number MS462582 which is in the ownership of the First Owner
- F. Omega Warrington Limited entered into a conditional contract dated 20 December 2019 with the Second Owner in respect of part of the Land registered under title numbers MS407532, MS366065, CH679545.
- G. The Mersey Forest Foundation is the body responsible for overseeing delivery of The Mersey Forest Plan; The Mersey Forest Plan is a long term and strategic guide to the work of The Mersey Forest Foundation team and partners. It is a locally developed Plan which is approved by government, and has been co-created with partners and through consultation (with over 1600 responses).
- H. The Mersey Forest Foundation will seek to provide off-site mitigation for on-site habitat loss as a result of the Development following receipt of the Biodiversity Contribution and the Bold Forest Park Infrastructure Contribution in accordance with this Deed

- I. The Application was submitted to the Council on 21 January 2020 and was called in by the Secretary of State for his own determination on 18 December 2020.
- J. The Council is satisfied that the obligations contained in this Deed are planning obligations in accordance with Regulation 122 of the Community Infrastructure Levy Regulations 2010.

1. INTERPRETATION

In this Deed the following expressions shall unless the context otherwise requires have the following meanings:

"the Act"	means the Town and Country Planning Act 1990;
"Application"	means the hybrid planning application for planning permission for the Development allocated reference number P/2020/0061/HYBR;
"Biodiversity Contribution"	<p>means the sum of one million six hundred and ninety six thousand eight hundred pounds (£1,696,800) Index Linked to be used for the provision of off-site habitat mitigation for on-site habitat loss as a result of the Development and specifically to provide:</p> <p>(a) a minimum of 9.4ha of woodland planting within the Mersey Forest Area (as delineated on the Mersey Forest Map) which is the Defra Biodiversity Metric 2.0 net gain minimum hectareage, with priority given to planting within the Bold Forest Park Area;</p> <p>(b) the delivery of local initiatives and projects that prioritise the Bold Forest Park Area (as delineated on the Bold Forest Park Map), and considering projects in the wider Borough or region where deemed appropriate, that focus on habitat creation and enhancement for high-value habitats (such as those identified in Policy 13 of the Mersey Forest Plan) in accordance with:</p> <ul style="list-style-type: none"> (i) Policies SH7 (Bold Forest Park north), SH8 (Bold Forest Park south) and Policy 13 (Wildlife, biodiversity and ecosystems) of the Mersey Forest Plan; (ii) Policies CQL1 (Green infrastructure), CQL2 (Trees and Woodland) and CQL3 (Biodiversity and Geological Conservation) of the St Helens Core Strategy (October 2012); (iii) Policies BFP ENV1 (Enhancing Landscape Character) and BFP ENV2

(Ecological Network) of the Bold Forest Park Area Action Plan,

the need for which arises directly as a result of the Development;

"Bold Forest Park"	means Bold Forest Park, one of the five forest parks within the Mersey Forest and comprised within the Bold Forest Park Area;
"Bold Forest Park Area"	means the area shown edged in dark green and coloured in green on the Bold Forest Park Map;
"Bold Forest Park Map"	means the plan appended to this Deed at Appendix 3;
"Bold Forest Park Initiatives"	means projects to improve parks in the Bold Forest Park including but not limited to sites such as Clock Face Country Park, Maypole Farm, Griffin Wood and the links between them;
"Bold Forest Park Infrastructure Contribution"	means the sum of one hundred and eighty thousand pounds (£180,000.00) Index Linked payable initially to the Council and upon receipt, transferred to Mersey Forest Foundation, to be used towards the Bold Forest Park Initiatives;
"Business Use"	means use as an office other than a use for financial and professional services;
"Commencement of Development"	means the date on which any material operation (as defined in Section 56(4) of the Act) forming part of the Development begins to be carried out other than (for purposes of this Deed and for no other purpose) operations consisting of site clearance (including for the avoidance of doubt, the felling of trees), demolition work, archaeological investigations, investigations for the purpose of assessing ground conditions, remedial work in respect of any contamination or other adverse ground conditions, diversion and laying of services, erection of any temporary means of enclosure, the temporary display of site notices or advertisements and "Commence Development" shall be construed accordingly;
"Consumer Price Index"	means the CPI published by the Office for National Statistics or if such index ceases to be published or is otherwise unavailable for use such alternative basis for indexation as may be agreed by the parties most closely comparable to it;
"Development"	means the proposed development of the Land for the following: (i) erection of a B8 logistics warehouse,

	with ancillary offices, associated car parking, infrastructure and landscaping; and (ii) Manufacturing (B2) and Logistics (B8) development with ancillary offices and associated access infrastructure works pursuant to the Planning Permission;
"Highways Contribution"	means the sum of nine hundred thousand pounds (£900,000) Index Linked payable in accordance with the provisions of Part 2 of Schedule 1 of this Deed as a financial contribution towards funding a diversion/enhancement of the B52 service and or other suitable local bus services to allow suitable connection of the Development to public transport;
"Index Linked"	means the application of the Consumer Price Index or any successor to that index from time to time or such other index as may be appropriate and is agreed between the parties;
"Land"	means the land known as Omega West being land to the west of Omega South & South of the M62 Bold, St Helens as shown edged red on the plan annexed hereto at Appendix 1;
"Mersey Forest"	means the area shown edged brown and shaded bright green on the Mersey Forest Map;
"Mersey Forest Map"	means the plan appended to this Deed at Appendix 4;
"Monitoring Fee"	means the sum of £1,500 such sum representing the costs to be incurred by the Council in monitoring compliance with the terms of this Deed;
"Omega"	means the major mixed use development scheme known as Omega situated off Junction 8 of the M62;
"Omega South"	means Zones 1 & 2, Omega South, Burtonwood and Westbrook, Warrington, WA5 7XQ shown edged red on the Omega South Plan at Appendix 2;
"Omega South Permission"	means outline planning permission ref: 2017/30371 dated 13 September 2017 as amended by planning permission ref: 2020/36381 dated 22 June 2020 relating to development at Omega South;
"Omega South Plan"	means the plan of Omega South at Appendix 2 of this Deed;
"Omega Travel Plan"	means the travel plans for Omega including those approved pursuant to condition 15 of WBC planning permission 2016/28337;

"Owner"	means the First Owner and the Second Owner;
"Parties"	means the parties to this Deed;
"Planning Permission"	means the planning permission granted by the Council pursuant to the Application;
"Public Transport Contribution"	means the sum of seven hundred and fifty thousand pounds (£750,000.00) Index Linked payable to the Council in accordance with the provisions of Schedule 1 towards the provision of Public Transport Improvements;
"Public Transport Improvements"	means bus service enhancements and provision to link the Development with a St Helens bus network or, in the event of an extension to a St Helens bus service being unachievable, a single bus resource at the same cost, shall be utilised to create a link between an appropriate range of south St Helens destinations and Omega;
"Travel Plan Contribution"	means the sum of one hundred thousand pounds (£100,000.00) Index Linked payable to WBC in accordance with the provisions of this Deed to fund the co-ordination of travel planning for the Development and alignment with the existing Omega Travel Plan;
"Undeveloped Site"	means that part of Omega South shown hatched green on the Omega South Plan on which development for Business Use pursuant to the Omega South Permission has not yet taken place as at the date of this Deed;
"Working Days"	means Monday to Friday inclusive (excluding bank holidays and public holidays)

2. CONSTRUCTION OF THIS DEED

- 2.1. Any covenant by the Parties not to do any act or thing shall be deemed to include a covenant not to permit or suffer such act or thing to be done by another person where knowledge of the actions of the other person is reasonably to be inferred.
- 2.2. Any reference to any particular statute includes any statutory extension, modification, amendment or re-enactment of such statute and also includes any subordinate instruments, regulations or orders made in pursuance of it.
- 2.3. Where under this Deed any notice, approval, consent, certificate, direction, authority, agreement, action, expression of satisfaction is required to be given or reached or taken by any party or any response is requested any such notice, approval, consent, certificate, direction, authority, agreement, action, expression of satisfaction or response shall not be unreasonable or unreasonably withheld or delayed (save where the contrary intention is indicated).

- 2.4. The headings appearing in this Deed are for ease of reference only and shall not affect the construction of this Deed.
- 2.5. Where reference is made to a Clause, Part, Plan, Paragraph, Recital or Schedule such reference (unless the context requires otherwise) is a reference to a clause, part, paragraph, recital or schedule of (or in the case of plan attached to) this Deed.
- 2.6. In this Deed the singular includes the plural and vice versa and the masculine includes the feminine and vice versa.
- 2.7. Nothing in this Deed shall prohibit or limit the right to develop any part of the Land in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Deed.
- 2.8. Wherever there is more than one person named as a party and where more than one party undertakes a covenant all their covenants can be enforced against all of them jointly and against each individually unless there is an express provision otherwise.
- 2.9. Subject to the provisions of this Deed, references in this Deed to any party to this agreement shall include the successors in title to that party and to any deriving title through or under that party and references to the Council and WBC shall include reference to their successors in function.

3. EFFECT OF THIS DEED

- 3.1. This Deed is made pursuant to section 106 of the Act, section 111 of the Local Government Act 1972 and section 1 of the Localism Act 2011 and all other statutory powers and acts pursuant to which the Council and WBC shall be empowered to enter into this Deed and to the extent that they fall within the terms of those provisions the covenants contained in this Deed are enforceable by the Council in respect of the covenants made to it and WBC in respect of the covenants made to it against the Developer and the Owner.
- 3.2. The covenants under this Deed shall be treated as local land charges and registered at the Local Land Charges Registry for the purposes of the Local Land Charges Act 1975.
- 3.3. Nothing in this Deed shall prejudice or affect the rights powers duties and obligations of the Council in the exercise by it of its statutory functions and the rights powers duties and obligations of the Council under private or public statutes bye-laws orders and regulations may be as fully and effectively exercised as if it were not a party to this Deed.
- 3.4. Nothing in this Deed shall be construed as granting permission to the Developer or the Owner or its agents or servants from time to time to carry out works on a highway for which the Council is the highway authority.
- 3.5. The covenants in this Deed shall cease to have effect in relation to the Planning Permission if prior to the Commencement of Development of the Planning Permission, the Planning Permission:
 - 3.5.1.Expires;
 - 3.5.2.Is varied or revoked other than at the request of the Developer or the Owner; or
 - 3.5.3.Is quashed following a successful legal challenge.

- 3.6. The Developer, the Owner, the Council and WBC agree that the obligations in this Deed shall not be enforceable against any mortgagee or chargee from time to time of the whole or any part of the Development unless the mortgagee or chargee takes possession of all or a part of the Land in which case it will be bound by the obligations as if it were a person deriving title from the Owner or, as the case may be, Developer.
- 3.7. No person will be liable for any breach of the terms of this Deed relating to a part of the Land over which they have no legal interest or any breach occurring after the date on which they part with their interest in the Land or their interest in the part of the Land in respect of which such breach occurs, but they will remain liable for any breaches of this Deed occurring before that date. Neither the reservation of any rights or the inclusion of any covenants or restrictions over the Land in any transfer of the Land will constitute an interest for the purposes of this Clause 3.7.
- 3.8. The covenants and obligations in this Deed shall not be enforceable against a statutory undertaker their chargee or mortgagee or their successors in title in respect of any land and apparatus on the Land which is occupied or owned by such statutory undertaker solely for the purposes of its undertaking and provided that no other material operation is undertaken other than in connection with its undertaking.

4. CONDITIONALITY

- 4.1. The obligations contained in this Deed shall take effect on the date of this Deed with the exception of Clause 5 which shall take effect upon the Commencement of Development except as it relates to paragraph 8.1 of Schedule 1 which shall take effect on the date of this Deed.

5. OBLIGATIONS OF THE PARTIES

- 5.1. Subject to the provisions of Clause 3 above the Developer and the Owner covenant with the Council and with WBC:
- 5.1.1 to perform and comply with the obligations contained in Schedule 1; and
- 5.1.2 not to carry out the Development other than in compliance with the obligations contained in Schedule 1.
- 5.2. The Council and WBC covenant with the Developer and the Owner as set out in Schedule 2.
- 5.3. The Mersey Forest Foundation covenants with the Council, WBC, the Developer and the Owner as set out in Schedule 3

6. NOTICES

- 6.1. Any notice notification or application for any approval consent or other authorisation required to be made by the Developer and the Owner under the terms of this Deed is to be made in writing and shall be deemed to be sufficiently served if delivered personally or sent recorded delivery service or by first class post to the following person at the respective addresses hereinafter specified:
- 6.1.1. The Council – Head of Legal Services, Town Hall, Corporation Street, St Helens, WA10 1HP
- 6.1.2. WBC - Solicitor to the Council, Town Hall, Warrington, Cheshire WA1 1UH

6.1.3. The First Owner – David Bromilow and Amanda Bromilow at Windy Bank Farm, Wigan Road, Golborne, Warrington Cheshire WA3 3UG

6.1.4. The Second Owner – Head of Legal Services at Homes England (the trading name of The Homes and Communities Agency) of One Friargate, Coventry CV1 2GN

6.1.5. The Developer – Company Secretary at Condor House, St Paul's Churchyard, London EC4M 8AL

6.1.6. Mersey Forest Foundation - at 6 Kansas Avenue, Salford, Greater Manchester, M50 2GL,

or such other person and/or address as each party shall from time to time reasonably notify to all the other Parties to this Deed.

7. DISPUTES

7.1. Save for matters of construction (which shall be matters for the courts) any dispute or disagreement arising under this Deed including questions of value or any question of reasonableness may be referred at the request of any party to this Deed for determination by a single expert whose decision shall be final and binding on the Parties provided that nothing in this clause shall fetter the Parties to this Deed in exercising their discretion in carrying out their functions.

7.2. The following provisions and terms of appointment shall apply to such disputes disagreements and questions:

7.2.1. the expert shall have at least 10 years post-qualification experience in the subject matter of the dispute;

7.2.2. the expert shall be agreed between the Parties or appointed by the president of the Royal Institution of Chartered Surveyors or such other relevant professional body appropriate to the issue in dispute at the request of any party to the dispute;

7.2.3. the party calling for the determination shall make written submission to the expert and the other Parties within 10 Working Days of the expert's appointment;

7.2.4. the other Parties shall have 21 Working Days from receipt or such extended period as the expert shall allow to respond;

7.2.5. the expert shall be given an agreed request statement setting out exactly those questions which he is to determine submitted jointly by the Parties or in the event of disagreement by each party individually;

7.2.6. the expert's decision shall be in writing and give reasons for his decision; and

7.2.7. the expert may require his fees to be met by any party and in the event of such a requirement the expert's fees shall be met by the party required to meet them.

8. EXCLUSION OF CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

8.1. The Parties to this Deed do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it.

9. PAYMENT

- 9.1. If any sum due from the Owner and/or the Developer under the terms of this Deed shall remain unpaid on the due date for payment then interest shall be paid on the sum outstanding at the rate of 3% per annum above the base rate of the National Westminster Bank plc from time to time calculated from the date that such sum becomes due hereunder up to the date of payment thereof.

10. JURISDICTION

- 10.1. The Parties hereto hereby acknowledge that this Deed shall be subject to the laws of England and Wales and shall be governed by the jurisdiction of the courts herein.
- 10.2. It is hereby acknowledged that nothing in this Deed is intended to prevent the Council from exercising any function, duty or discretion that is bound by statute so to do.

11. LEGAL COSTS

- 11.1. The Developer shall pay to the Council on completion of this Deed the reasonable legal costs of the Council in the sum of £1,500 incurred in the negotiation, preparation and execution of this Deed.
- 11.2. The Developer shall pay to WBC on completion of this Deed the reasonable legal costs of WBC in the sum of £750 incurred in the negotiation, preparation and execution of this Deed.

12. INDEMNITY AND WARRANTY

- 12.1. The Developer hereby covenants to comply with clause 11 and the obligations in Schedule 1 of this Deed and hereby indemnifies the Owner against all claims, actions, costs, charges, expenses and losses that the Owner suffers or incurs as a result of entering into this Deed and/or by reason of any breach by the Developer of the obligations of the Developer and the Owner contained in this Deed PROVIDED THAT this indemnity shall not apply in respect of any claims, actions, costs, charges, expenses and losses arising as a result of the negligence, default or liability of the Owner and PROVIDED THAT this indemnity shall apply to the Owner's heirs but shall not apply to the Owner's successors in title or their assigns.
- 12.2. The Developer and Owners warrant that no person other than themselves has any legal or equitable interest in the Land

13. EXECUTION

- 13.1. The Parties have executed this Deed as a deed and it is delivered on the date set out at the front of this Deed.

Schedule 1

Developer's and Owner's Covenants

Part 1 – covenants with the Council

The Developer and the Owner covenant with the Council:

1. Bold Forest Park Infrastructure Contribution

- 1.1. To pay the Bold Forest Park Infrastructure Contribution to the Council and not to Commence Development unless and until the Bold Forest Park Infrastructure Contribution has been paid to the Council and evidence of the payment has been supplied to the Council.

2. Biodiversity Contribution

- 2.1. To pay the Biodiversity Contribution to the Council and not to Commence Development unless and until the Biodiversity Contribution has been paid to the Council and evidence of the payment has been supplied to the Council.

3. Public Transport Contribution

- 3.1. To pay the Public Transport Contribution to the Council prior to Commencement of Development and not to Commence Development unless and until the Public Transport Contribution has been paid to the Council and evidence of the payment has been supplied to the Council.

4. Monitoring Fee

- 4.1. To pay the Monitoring Fee to the Council prior to the Commencement of Development and not to Commence Development unless and until the Monitoring Fee has been paid to the Council and evidence of the payment has been supplied to the Council.

Part 2 – covenants with the Council and WBC

The Developer and the Owner covenant with the Council and separately with WBC:

5. Notice

- 5.1. To serve written notice on the Council and on WBC five Working Days prior to the Commencement of Development notifying the Council and WBC that the Developer intends to Commence the Development; and

6. Highways Contribution

- 6.1. To pay the Highways Contribution to WBC prior to Commencement of Development and not to Commence Development unless and until the Highways Contribution has been paid.

7. Travel Plan Contribution

- 7.1. To pay the Travel Plan Contribution to WBC prior to Commencement of Development and not to Commence Development unless and until the Travel Plan Contribution has been paid.

8. Revocation of the Omega South Permission

- 8.1. Should any works be undertaken in order to implement and/or progress the Business Use pursuant to the Omega South Permission on the Undeveloped Site without the prior written consent of WBC and the Council prior to Commencement of Development pursuant to the Planning Permission then the Planning Permission shall not be implemented.
- 8.2. Following the Commencement of Development pursuant to the Planning Permission, the Second Owner (being the owner of the freehold title of the Undeveloped Site) covenants not to implement and/or progress the Business Use pursuant to the Omega South Permission on the Undeveloped Site without the prior written consent of WBC and the Council.

Schedule 2

The Councils' Covenants

Part 1 – the Council's Covenants

The Council covenants with the Developer and the Owner:

1. Contributions

- 1.1. Not to use the Monitoring Fee and the Public Transport Contribution for any other purposes than specified in this Deed.
- 1.2. Upon receipt of the Biodiversity Contribution to provide the Mersey Forest Foundation with the full amount of the Biodiversity Contribution within 10 Working Days.
- 1.3. Upon receipt of the Bold Forest Park Infrastructure Contribution to provide the Mersey Forest Foundation with the full amount of the Bold Forest Park Infrastructure Contribution within 10 Working Days.

2. Repayment of Contributions

- 2.1. Within six weeks of written request to pay to the party that first paid the same such amount of the Public Transport Contribution which has not been expended in accordance with the provisions of this Deed within fifteen years from the date of receipt by the Council of such payment.
- 2.2. To provide to the Developer and/or the Owner (at the Developer's cost) such evidence as the Developer and/or Owner shall reasonably require in order to confirm the expenditure of the Public Transport Contribution.

3. Written Discharge of Obligations

If the Council receives a request in writing for confirmation of the discharge of obligations contained in this Deed the Council shall within 10 Working Days of receipt of such request issue written confirmation of the discharge of such obligation(s) provided that the Council is satisfied that such obligation(s) has been discharged and provided also that the Council's reasonable fees in responding to such a request are borne by the Developer.

Part 2 – WBC covenants

WBC covenants with the Developer and the Owner:

4. Contributions

- 4.1. Not to use the Highways Contribution and the Travel Plan Contribution for any other purposes than specified in this Deed.

5. Repayment of Contributions

- 5.1. Within 10 Working Days of written request to pay to the party that first paid the same such amount of the Highways Contribution and the Travel Plan Contribution which has not been expended in accordance with the provisions of this Deed within twelve years from the date of

receipt by WBC of such payment together with interest at the Bank of England base rate from time to time calculated for the period from the date of payment to the date the refund is made.

- 5.2. To provide to the Developer and/or the Owner such evidence as the Developer and/or Owner shall reasonably require in order to confirm the expenditure of the Highways Contribution and the Travel Plan Contribution.

6. Written Discharge of Obligations

If WBC receives a request in writing for confirmation of the discharge of obligations contained in this Deed WBC shall within 10 Working Days of receipt of such request issue written confirmation of the discharge of such obligation(s) provided that WBC is satisfied that such obligation(s) has been discharged.

Schedule 3
Mersey Forest Foundation Covenants

The Mersey Forest Foundation covenants with the Owner, the Developer, the Council and WBC as follows:

1. Biodiversity Contribution and Bold Forest Park Infrastructure Contribution

- 1.1. Not to use any part of the Biodiversity Contribution and the Bold Forest Park Infrastructure Contribution other than for the purposes specified in this Deed (and in accordance with the relevant charities legislation (including (but not limited to) the Charities Act 2011)).
- 1.2. To expend the Biodiversity Contribution in accordance with the following:
 - 1.2.1. Where possible development of projects within Bold Forest Park shall be prioritised;
 - 1.2.2. Otherwise, where it is considered appropriate and in the explicit interests of biodiversity, consideration will be given for the development of projects within the wider Borough and then the region as identified within the Mersey Forest Plan.
- 1.3. To use reasonable endeavours to expend the Biodiversity Contribution for the purposes of the Biodiversity Contribution within 32 years from the date of receipt of the Biodiversity Contribution. If after using reasonable endeavours it has not been possible to expend the Biodiversity Contribution within 32 years the Mersey Forest Foundation shall be entitled to such further reasonable time as required within which to establish new woodland, tree planting and green infrastructure for the purposes of the Biodiversity Contribution.
- 1.4. In the event that the Biodiversity Contribution has not been spent or committed for expenditure by the Mersey Forest Foundation within 32 years following the date of last receipt of the Biodiversity Contribution the Mersey Forest Foundation shall, subject to paragraph 1.3 of this Schedule 3, refund to the party that first paid the same any part of the Biodiversity Contribution which has not been spent or committed for expenditure.
- 1.5. To use reasonable endeavours to expend the Bold Forest Park Infrastructure Contribution for the purposes of the Bold Forest Park Infrastructure Contribution within 32 years from the date of receipt of the Bold Forest Park Infrastructure Contribution. If after using reasonable endeavours it has not been possible to expend the Bold Forest Park Infrastructure Contribution within 32 years the Mersey Forest Foundation shall be entitled to such further reasonable time as required within which to establish new woodland, tree planting and green infrastructure for the purposes of the Bold Forest Park Infrastructure Contribution.
- 1.6. In the event that the Bold Forest Park Infrastructure Contribution has not been spent or committed for expenditure by the Mersey Forest Foundation within 32 years following the date of last receipt of the Bold Forest Park Infrastructure Contribution the Mersey Forest Foundation shall, subject to paragraph 1.5 of this Schedule 3, refund to the to the party that first paid the same any part of the Bold Forest Park Infrastructure Contribution which has not been spent or committed for expenditure.

Appendix 1

The Land

Drawing no. 0723-Z8-LP-001 A

Appendix 2

Omega South Plan

Appendix 3

Bold Forest Park Map

Appendix 4

Mersey Forest Map

EXECUTED AS A DEED and delivered by the Parties hereto on the date written above

The **COMMON SEAL** of)
ST HELENS)
BOROUGH COUNCIL)
was affixed to)
this Deed in the presence of:)

.....
Authorised signatory

Signed as a Deed by **OMEGA**)
ST HELENS LIMITED)
by two directors or director and)
secretary or single director)
in the presence of a witness)

.....
Director

.....
[print name]

.....
Director/Secretary

.....
[print name]

.....
Signature of witness

Name of witness:

Address of Witness :.....

.....

.....

Occupation:

Signed as a Deed by **OMEGA**)
WARRINGTON LIMITED)
by two directors or director and)
secretary or single director)
in the presence of a witness)

.....
Director

.....
[print name]

.....
Director/Secretary

.....
[print name]

.....

Signature of witness

Name of witness:

Address of Witness :

.....

.....

Occupation:

Executed as a deed by)
DAVID HOWARD BROMILOW)
in the presence of)

.....
Signature of witness

Name

Address

.....

Executed as a deed by)
AMANDA JAYNE BROMILOW)
in the presence of)

.....
Signature of witness

Name

Address

.....

The **COMMON SEAL** of)
HOMES AND COMMUNITIES)
AGENCY was hereunto affixed)
in the presence of:)

.....
Authorised Signatory

.....
[print name]

The **COMMON SEAL** of)
WARRINGTON BOROUGH)
COUNCIL was affixed to)
this Deed in the presence of:)

EXECUTED as a DEED)
by **MERSEY FOREST FOUNDATION**)
acting by:)

.....
Director

.....
[print name]

In the presence of a witness
.....

Signature of witness

Name of witness:

Address of Witness :.....
.....
.....

Occupation: