

APPENDIX D - LAND AT MILKING LANE (Parcel 1)

DRAFT HEADS OF TERMS

Property:	Land at Milking Lane (Parcel 1), Blackburn, Lancashire shown edged red on Plan 1, (attached as Appendix A)
Area:	Gross Area = 2.38 Ha / 5.87 Acres Approximate Net Developable Area = 1.36 Ha / 3.37 Acres
Tenure:	Freehold Interest
Vendor/Client:	<p>Barnfield Blackburn Ltd 8 Kenyon Road Nelson BB9 5SP</p> <p>Contact Details</p> <p>Tracy Clavell-Bate t: 01282 442 300 e: tracy.bate@barnfielddevelopments.co.uk</p> <p>Simon Jones T: 01254 585 962 e: simon.jones@blackburn.gov.uk</p>
Purchaser/Developer:	[to be confirmed]
Conditionality:	The contract is conditional upon the grant of a Reserved Matters or a Detailed Planning Consent, to be considered satisfactory subject to agreed onerous conditions to the Vendor and the Purchaser in all respects, with no third party claims which could limit or affect the implementation of the proposed development.
Purchase Price:	[to be confirmed] – subject to Permitted Deductions.
Deposit:	Upon entering into a conditional contract, the Purchaser will be required to pay a deposit of 20% - to be held as stakeholder.
Costs:	The Purchaser will contribute £10,000 (inclusive of Vat and Disbursements) towards the Vendors Surveyors and Legal Costs. Payable on exchange of contracts. If the purchaser withdraws from the sale for reasons other than the refusal of planning permission, the Vendor reserves the right to recoup its reasonable legal and surveyors costs undertaken prior to the date of withdrawal up to a maximum of £10,000 (inclusive of Vat and Disbursements).

Purchasers Solicitor:	[to be confirmed]
Vendors Solicitor:	Nicola Phelps Solicitor Director WHN Solicitors Limited (trading as Woodcocks Haworth & Nuttall) t: 01254 272640 e: nicola.phelps@whnsolicitors.co.uk
Planning:	The Purchaser will be required to submit to the Vendor for approval either a Reserved Matters Planning Application or Detailed Planning Application for the Proposed Development within 10 weeks of exchange of contracts and submit the approved application promptly thereafter.
Services:	The Purchaser will be responsible for confirming the existence, location and suitability of all services to the site and shall be responsible for the relocation of such services , where and if required, and shall liaise with the Vendor in order to minimise interference with common services.
Insurances:	The purchaser will be responsible for obtaining at its own cost insurances relating to title insurance and chancel repair insurance.
Entry onto Site:	Some enabling or preparatory works may take place in advance of legal completion, subject to the permission of the Vendor.
Covenants:	<p>The following covenants, declarations and conditions will be contained in the Conveyance;</p> <ul style="list-style-type: none"> • Not to use the land or buildings for any use not granted to the Purchaser. • Not to erect any bills, poster, hoardings – except those associated with developing or marketing the site. • To comply with statutory requirements relating to the land. • To comply with the covenants that affects the land. • A declaration that the purchaser shall not be entitled to any right of light or air which would restrict the free use of adjoining or neighbouring lands of the Council. <p>The above are standard requirements of Blackburn with Darwen Borough Council, who are joint venture partners in Barnfield Blackburn Ltd along with Barnfield Construction Ltd.</p>
Health & Safety:	In accordance with Regulation 4.8 of the CDM Regulations (2015), the appointed developer are the appointed Client and Barnfield Blackburn Ltd will in accordance with Regulations 4.4, 8.4 & 8.6.
Proposed Development:	The development should be in accordance with the plan attached to this heads of terms.

Property Tenure:	The residential dwellings shall be sold as freehold with no restriction on title.
Permitted Deductions:	Any Section 106 obligations will be deducted from the Purchase Price subject to the Purchaser using all reasonable and commercially sensible endeavours to minimise any S106 obligations.
Completion:	The freehold interest will be transferred on completion. The remaining 80% of the Purchase Price will be paid on completion.
Development Commencement:	Development is to be commenced within 12 weeks of obtaining all effective consents – including discharge of Planning Conditions, Highway, Drainage or other Statutory Agreements.
Development Programme:	The Purchaser will use reasonable endeavours to complete the development within 24 months of Development Commencement. The development obligations will not be effective to - or bind individual house purchasers. Key Milestones: Planning Submission – April 2021 Development Commencement – Oct 2021 Development Completion – Oct 2023
Final Payment:	The balance remaining of the Purchase Price will be paid on completion.
General:	Following legal completion, the purchaser is to allow access for Barnfield Blackburn Ltd and its representatives, giving reasonable notice, to review progress. Following legal completion, the purchaser shall not do or permit any action that may cause a legal nuisance to adjoining occupiers. Following legal completion, the purchaser shall indemnify the Vendor against any liability, loss, claims or proceedings arising from carrying out the works. The purchaser shall be responsible for carrying out any supplementary site investigations and enquiries to satisfy themselves as to the fitness of the site for the proposed development.