

ATTACHMENT D

Urban Vision Summary Letter

7th March 2018

Our ref V/60810

Mark Caine
Rochdale Borough Council
Floor 3, Number One Riverside
Smith Street
Rochdale
OL16 1XU

16/01399/HYBR - Land at Junction 19 M62, Heywood

Dear Mark,

Urban Vision Partnership Limited received instructions on the 22nd August 2017 to provide advice in respect of the Viability Appraisal submitted to Rochdale Borough Council by the applicant in support of the hybrid application; ref. 16/01399/HYBR.

The hybrid application is for the development of land at South Heywood which includes the demolition of existing on site buildings and structures. Full consent is sought by the applicant for the construction of a new link road between J19 of the M62 and the South Heywood employment area together with associated junction improvements, landscaping and other works. The proposed development will include a major mixed use development comprising supporting residential uses (Class C3), employment uses (Class B2/B8) a new primary school (Class D1); Class A1/A2/A3/A5 uses; together with associated landscaping, open space (formal and informal) and sports pitches, drainage, ecological enhancements, cycleway and pathway linkages, other works and infrastructure.

The site comprises a gross area of 305 acres / 123.43 hectares. The existing use of the land is predominantly grazed pasture land and arable land together with a number of existing properties including Hares Hill Farm, Collop Gate Farm, Siddal Moor Farm depot and a number of residential properties on Hares Hill Road.

The Market Report and Viability Statement dated November 2016 and addendum dated August 2017 submitted by the applicant's agent were considered by Urban Vision.

The assessment provided suggested that the proposed scheme could afford the full Section 106 contributions sought by the Council. However, the Council's preferred type of affordable housing based on 15% of the residential units being split; 50% Social Housing : 50% Social Rent was not achievable. The applicant sought to provide 100% Intermediate Housing instead.

Various elements of the appraisal were challenged to verify whether a full policy compliant scheme including the affordable housing element could be achieved. The assessment was subsequently revisited by the applicant who determined that full contributions and affordable housing would be provided in accordance with the Council's policy.

Advice was given to the Authority that the Viability Appraisal was acceptable on the basis that full contributions and affordable housing would be offered by the applicant subject to further review if the Section 106 and affordable housing requirements were challenged at the reserved matters stage.

The question was subsequently asked by the Council if a 1,000 unit scheme was a factor enabling the wider development. Advice was provided that the appraisals submitted did not state the density of development was 'enabling' the wider development. It was therefore assessed in the usual manner on viability grounds for the scheme as presented.

Urban Vision requested the applicant to produce sensitivity analysis in determining the number of units required to enable the development. Appraisals were provided by the applicant showing schemes with 500, 700, 900, 1,000, and 1,100 units to demonstrate the testing models to achieve a viable and balanced scheme.

Urban Vision challenged the sensitivity appraisals and in particular the Master Profit elements within the appraisal which amounted to £8.6 million in each appraisal. It became apparent that the key principle was whether 100.5 acres of land was the minimum required to be released from the greenbelt to enable the appropriate level of enabling development for the scheme to be viable, rather than the actual number of units being delivered being the critical factor. The applicant submitted an addendum dated February 2018 reaffirming and putting into context the background, scale and complexity of the scheme, a commentary on market demand for the proposed scheme and a commentary and rationale in support of the Master Developer and Master Profit together with supporting documentary evidence for a similar scheme.

In reconsidering the assessment and when considering values, adopting a Benchmark Land Value omitting the 'master profit', there is a surplus of circa £8,000,000 in the scheme which could mean that a proportion of the land could be excluded from the scheme. However, given the complexity, scale and nature of the scheme this would not be representative of the position in reality, as there are a variety of land owners affected by the route of the link road and who would expect the whole of their land to be acquired rather than severed. It would be difficult to segregate those ownerships because of the proposed infrastructure.

This together with the supporting evidence provided by the applicant demonstrates that 100.5 acres of land is required to be released for residential development to enable the development of the link road, associated infrastructure and commercial development.

The appraisal dated November 2017 and supporting appraisals (attached to this letter) in support of the development are acceptable at this stage for an outline scheme of this scale and complexity.

We are of the opinion that further viability assessments should be undertaken on a phase by phase basis or at reserved matters stage to reflect the actual proposed scheme and the specific variables would be reassessed to reflect market rates and conditions at that time. Also, upon additional and more detailed information being made available as part of a detailed application or reserved matters there may be scope for further review of specific items; for example but not limited to:

- Sales Revenue – The average sale price is agreed as a high level figure for the purpose of this appraisal. It is difficult to assess this in detail on the basis there is no schedule of accommodation, house type, mix etc.
- Abnormals – Again these are agreed on a high level basis without full site investigations being carried out but could be reviewed as more detail is known and the applicant is able to provide a bill of quantities for each phase.
- Finance rate – Accepted for the high level assessment but the risk would decrease as individual phases are brought forward and the rate could be reviewed.

- Developer's profit - Accepted for the high level assessment based on open market housing for sale but the risk would decrease as individual phases are brought forward e.g if PRS is introduced and the rate could be reviewed.

If there are any further questions please do not hesitate to give me a call on the telephone number below.

Yours sincerely

Sarah Malone MSc MRICS
Senior Development Surveyor

Tel 0161 779 6073

Fax 0161 779 6006

Email sarah.malone@urbanvision.org.uk

ATTACHMENT E

S106 Agreement – Land at South Heywood

DATED

30 March

2020

- (1) THE ROCHDALE BOROUGH COUNCIL
- (2) RUSSELL HOMES (UK) LIMITED
- (3) MARY ANNE HASE & CLIVE DEREK BEER
- (4) P CASEY ENVIRO LIMITED
- (5) DIANE LEATHER & BARBARA DYKINS & GLENIS
FLITCROFT-GREEN & JOHN FLITCROFT
- (6) JOHN FLITCROFT
- (7) ALAN POOLE & LILIAN JAYNE POOLE
- (8) RONALD BARRIE PROCTOR
- (9) PETER GEORGE CORDWELL

AGREEMENT

under section 106 of the Town and Country Planning Act 1990
relating to Land at South Heywood, Rochdale

AN AGREEMENT by way of Deed made the

30th

day of March

2020

BETWEEN

- (1) **THE ROCHDALE BOROUGH COUNCIL** of PO Box 15, Number One, Riverside, Smith Street, Rochdale OL16 1XU (the **Council**);
- (2) **RUSSELL HOMES (UK) LIMITED** (Company Registration No: 05075645) of 13 Westpoint Enterprise Park Clarence Avenue, Trafford Park, Manchester M17 1QS (**Developer**);
- (3) **MARY ANNE HASE** c/o Buzzacott LLP, 130 Wood Street, London EC2V 6DL and **CLIVE DEREK BEER** c/o Savills, Hall Court, Telford RF3 4NF (**1st Owner**);
- (4) **P CASEY ENVIRO LIMITED** (Company Registration No: 172314) of Rydings Road, Rochdale, OL12 9PS (**2nd Owner**);
- (5) **DIANE LEATHER** of 40 Meadow Drive, Prestbury, Macclesfield, SK10 4EZ and **BARBARA DYKINS** of 52 Woodhey Road, Ramsbottom, Bury, BL0 9RB and **GLENIS FLITCROFT-GREEN** of 50 Wilmslow Road, Cheadle, SK8 1NF and **JOHN FLITCROFT** of 7 Hareshill Road, Heywood OL10 2TB (**3rd Owner**);
- (6) **JOHN FLITCROFT** of 7 Hareshill Road, Heywood OL10 2TB (**4th Owner**);
- (7) **ALAN POOLE** and **LILIAN JAYNE POOLE** of The Bungalow, 24 Hareshill Road, Heywood, Lancs. OL10 2TD (**5th Owner**);
- (8) **RONALD BARRIE PROCTOR** of 22 Hareshill Road, Heywood, Rochdale, Lancs. OL10 2TD (**6th Owner**);
- (9) **PETER GEORGE CORDWELL** of New Gap Farm, Manchester Road, Heywood, OL10 2QD (**7th Owner**);

the 1st, 2nd, 3rd, 4th, 5th, 6th and 7th Owners shall together be known as the "**Owner**".

INTRODUCTION

1. The Council is the Local Planning Authority for the purposes of the 1990 Act for the area within which the Site is located and by whom the planning obligations contained in this Deed are enforceable.
- 1.1 The Council is also the highway authority for the purposes of the 1980 Act for the area within which the Site is located.
- 1.2 The Council is also the Education Authority for the area within which the Site is located.
- 1.3 The Developer has the benefit of options on the Site as set out in recital 1.11.
- 1.4 The 1st Owner is the registered freehold proprietor of part of the Site as registered at the Land Registry under title numbers MAN157276 and MAN157277.
- 1.5 The 2nd Owner is the registered freehold proprietor of part of the Site as registered at the Land Registry under title number MAN130215.
- 1.6 The 3rd Owner is the registered freehold proprietor of part of the Site as registered at the Land Registry under title number MAN265147.
- 1.7 The 4th Owner is the registered freehold proprietor of part of the Site as registered at the Land Registry under title number MAN15826.
- 1.8 The 5th Owner is the registered freehold proprietor of part of the Site as registered at the Land Registry under title number GM410890.
- 1.9 The 6th Owner is the registered freehold proprietor of part of the Site as registered at the Land Registry under title numbers GM409324 and MAN279963.
- 1.10 The 7th Owner is the registered freehold proprietor of part of the Site as registered at the Land Registry under title numbers GM85241 and GM522523.
- 1.11 The Developer has the benefit of Options in respect of the Site:

- 1.11.1 Option Agreement dated 31 July 2015 made between P. Casey Enviro Limited (1), Russell Homes (UK) Limited (2) and Russells Limited (3) relating to land at Hareshill Farm, Hareshill Road, Heywood OL10 2TB;
- 1.11.2 Promotion Agreement dated 29 September 2017 made between Barbara Dykins, Diane Leather, Glenis Green and John Flitcroft (1) and Russell Homes (UK) Limited relating to land at Siddal Moor Farm, Hareshill Road, Heywood, Rochdale OL10 2TB;
- 1.11.3 Option Agreement dated 1 December 2009 made between Peter George Cordwell (1) and Russell Homes (UK) Limited (2) relating to land and buildings at Collop Gate Farm, Manchester Road, Heywood;
- 1.11.4 Option Agreement dated 12 October 2016 made between Ronald Barrie Proctor (1) and Russell Homes (UK) Limited (2) relating to 22 Hareshill Road, Heywood, Rochdale OL10 2TD;
- 1.11.5 Option Agreement dated 7 November 2016 made between Alan Poole and Lilian Jayne Poole (1) and Russell Homes (UK) Limited (2) relating to 24 Hareshill Road, Heywood, Rochdale OL10 2TD;
- 1.11.6 Option Agreement dated 17 August 2017 made between Mary Anne Hase and Julia Elizabeth Boyes (1) and Russell Homes (UK) Limited (2) relating to land at Hareshill Farm, Hareshill Road, Rochdale - Commercial Site 1;
- 1.11.7 Option Agreement dated 17 August 2017 made between Mary Anne Hase and Julia Elizabeth Boyes (1) and Russell Homes (UK) Limited (2) relating to land at Hareshill Farm, Hareshill Road, Rochdale - Residential Site 2;
- 1.11.8 Option Agreement dated 17 August 2017 made between Mary Anne Hase and Julia Elizabeth Boyes (1) and Russell Homes (UK) Limited (2) relating to land at Hareshill Farm, Hareshill Road, Rochdale - Site 3;
- 1.11.9 Option Agreement dated 17 August 2017 made between Mary Anne Hase and Julia Elizabeth Boyes (1) and Russell Homes (UK) Limited (2) relating to land at Hareshill Farm, Hareshill Road, Rochdale - Commercial Site 4.
- 1.12 The Developer has submitted the Application to the Council and the parties have agreed to enter into this Deed in order to secure the planning obligations contained herein.
- 1.13 The Council has resolved to grant the Planning Permission subject to conditions and the prior completion of this Deed.
- 1.14 The Council, the Developer and the Owner are satisfied that the obligations set out in this Agreement satisfy the three tests for planning obligations set out in Regulation 122(2) of the Community Infrastructure Levy Regulations 2010 as amended.
- 1.15 The parties hereto have agreed to enter into this Agreement pursuant to the provisions of section 106 of the 1990 Act and sections 38 and 278 of the 1980 Act upon the terms and conditions hereinafter appearing with the intent that it should be binding not only on the said parties but also upon their successors in title.

NOW THIS DEED WITNESSETH AS FOLLOWS:

OPERATIVE PROVISIONS

1. DEFINITIONS AND INTERPRETATION

In this Deed the following words and expressions have the following meanings:

"the 1980 Act"	the Highways Act 1980;
"the 1990 Act"	the Town and Country Planning Act 1990;

"Additional Legislative Requirements"	the requirements of any legislation which comes into force on or after the date of this Deed which necessarily affect the Development Costs;
"Affordable Housing" or "Affordable Dwelling"	(subject to the relevant Viability Report showing that Affordable Housing should be provided in any Phase comprising residential development and subject always to any Affordable Housing Contribution that the Council may require in lieu of the equivalent on-Site provision in that Phase (which shall reduce the 15% proportionately) up to a maximum of 15% of the Dwellings to be erected in that Phase shall be affordable housing as defined within Annex 2 of the National Planning Policy Framework March 2012 or any superceding document and which shall comprise intermediate housing and/or affordable rented housing of which no more than 50% shall be affordable rented housing in any one Phase;
"Affordable Housing Contribution"	a financial contribution for a Phase (in respect of as many of the Affordable Housing units to which the Affordable Housing Contribution applies) equivalent to the financial difference between the Open Market Value of the relevant number of Affordable Housing unit(s) and the estimate of the amount which a Registered Provider would pay to acquire such Affordable Housing unit(s) that may be paid to the Council for it to utilise towards the provision of affordable housing off site within Rochdale minus any reasonable overheads of the Owner in agreeing this amount with the Council;
"Affordable Housing Scheme"	the scheme prepared and agreed in accordance with Schedule 2 Part 5 in respect of a Phase detailing: 1.1 the location of the Affordable Dwellings (by reference to a plan); and 1.2 the house types and specification of each Affordable Dwelling; and 1.3 the tenure of the Affordable Dwellings; and 1.4 how the Affordable Dwellings will be retained as such (subject to suitable releases and the payment of a contribution in lieu of on-site provision) if the Affordable Dwellings are not the subject of an exchanged sale contract with a Registered Provider within 3 months of reasonable marketing; and 1.5 the deadline(s) by which the Affordable Housing shall be provided within the Phase;
"Air Quality Payment"	the sum of £1500;
"Application"	the application for planning permission submitted to the Council for the Development and allocated reference number: 16/01399/HYBR;

"Apportioned Link Road Cost"	an amount based on the following formula: the Link Road Payment plus the costs of acquiring the land required for Link Road Phase 2 plus Finance Costs calculated from the date hereof incurred by the Developer on the amount of the Link Road Payment at the Quarter Day immediately preceding the submission date for the relevant Reserved matters Application multiplied by the net area of that Phase expressed as the percentage that it bears to the net residential area of the Site;
"Apportioned Management Company Dowry Payment"	a sum based on the following formula: the Management Company Dowry Payment multiplied by the Percentage subject always to any Credit pursuant to paragraph 11 of Part 3 of Schedule 2;
"Apportioned Primary School Land Value"	a financial contribution per Phase based on the following formula: the Primary School Land Value multiplied by the Percentage;
"Approved"	approved in writing (such approval not to be unreasonably withheld or delayed);
"Blue Land"	the land owned by the Council edged blue on Plan 1;
"Bond"	an insurance linked guarantee or other financial instrument in the sum of the cost of construction of the Link Road Phase 2 generally in the form set out in Appendix 4 to secure the delivery of those works in the event of default by the Developer;
"Bus Services"	bus services serving the Development;
"Bus Service Contribution"	a financial contribution per Phase towards Bus Services based on the following formula: £1.05 million (Index Linked) multiplied by the Percentage;
"Bus Stops Contribution"	a financial contribution per Phase towards bus stops (or otherwise as per paragraph 2 of Schedule 5 of this Deed) based on the following formula: £180,000 (Index Linked) multiplied by the Percentage;
"Build Costs"	the necessary construction costs incurred or forecast to be incurred by the Owner in the building out of the Development in accordance with the Planning Permission and/or subsequent approvals and Index Linked provided that in respect of Build Costs the appropriate index will be BCIS;
"Commencement"	the carrying out on the Site of a material operation as specified in section 56(4) of the Act (excluding any act of demolition, remediation, site clearance, archaeological investigations, formation of any site entrance, diversion or laying of services, erection of any temporary means of enclosure) in accordance with the Planning Permission and

	the phrases "Commencement of Development" and "Commence" and "Commenced" shall be construed accordingly;
"Completion Certificate"	a certificate issued by the Council which shall be conclusive evidence that the Public Open Space has been laid out in conformity with this Deed to the reasonable satisfaction of the Council;
"Contributions"	any or all of the following: Apportioned Management Company Dowry Payment, Bus Services Contribution and Bus Stops Contribution;
"Council"	the Rochdale Borough Council and any successor to its statutory functions as Local Planning Authority and Highways Authority and any duly appointed employee or agent of the Council or such successor;
"Credit"	a sum of money being calculated by: (A) - (i) the area of land actually occupied by Sports Pitches, MUGA, NEAP in a Phase expressed as a percentage of: - (ii) the area of land required by planning policy for Sports Pitches, MUGA, NEAP for that Phase alone; (B) the percentage in (A) shall be multiplied by the Management Company Dowry Payment for the Phase to give the amount of the Credit;
"Development"	part full/part outline planning application for the development of land at South Heywood, including the demolition of a number of existing on-site buildings and structures. Full consent sought for construction of a new link road between Junction 19 of the M62 and Pilsworth Road, the widening of part of Pilsworth Road, together with associated junction improvements, landscaping, lighting and other works including the importation of material and engineering works in order to construct the link road. Outline consent (with all matters reserved for future approval except access) sought for major mixed use development comprising supporting residential uses comprising up to 1,000 dwellings (class C3); employment uses (classes B2/B8) comprising up to 135,460 m ² gross internal area (GIA); a new primary school (class D1); class A1/A2/A3/A5 uses comprising up to 2,580m ² GIA which includes no more than 499m ² of A1 uses; together with associated landscaping, open space and sports pitches, drainage, ecological enhancements, cycleway and footpath linkages, infrastructure and other works ancillary thereto;
"Development Costs"	all the costs necessarily incurred or likely to be incurred by the Owner in relation to or which are ancillary to the Development including the Public Open Space, such costs to include (but not be limited to) the Contributions, Build Costs, Ongoing Costs, the cost of Additional Legislative Requirements, Promotional Costs, costs relating to the acquisition of property by any Owner for the purposes of the Development and/or the costs that relate to the facilitation,

	marketing, carrying out and realisation of the Development, including professional fees, disposal fees, finance costs, finance charges (as the context requires) and "Development Costs" shall be construed accordingly;
"Dwelling"	any residential dwelling (including a house flat or maisonette) which may be either an Open Market Dwelling or an Affordable Dwelling to be constructed on the Site pursuant to the Planning Permission and "Dwellings" shall be construed accordingly;
"Expenditure"	the aggregate of all costs, charges, expenses and outgoings whatsoever incurred by the Management Company in relation to the insurance, maintenance, repair, cleansing and where necessary renewal of the Public Open Space all in accordance with the Management Plan;
"Final Certificate"	a certificate to be issued by the Council which shall be conclusive evidence that the Public Open Space has been properly maintained during the Maintenance Period;
"Finance Costs"	the costs, expenses and charges including interest incurred by the Developer in funding and/or constructing the Link Road;
"Gross Development Value"	gross development value (G.D.V.) as defined in Appendix F of the RICS guidance note 1 st edition entitled "Financial viability in planning" and assigned reference GN 94/2012 or any replacement, update or amendment of the same;
"Highways Mitigation Measures"	shall include: • measures to control rat-running and HGV vehicle routing, including traffic regulation orders imposing HGV vans, side ghost islands and speed restrictions; • pedestrian and cycle route improvements between Gloucester Avenue and the A6046 Church Street;
"Index"	means the Building Cost Information Services Index of mean average prices for comparable dwelling types in the UK mean location published by RICS or any successor body or such other body from time to time replacing them;
"Index Linked"	in relation to the Contributions, increased with inflation by the amount which bears the same proportion thereto as the amount by which the Consumer Price Index (unless any other Index is specified in this Agreement) for the month immediately preceding the date of payment exceeds the index figure of the said Index at the date of this Deed and "Index" or "Index Link" shall be construed accordingly;
"the Link Road"	a new link road including Link Road Phase 1 and Link Road Phase 2 as shown on drawing number AO/2001345/100/001 at Appendix 2 between Junction 19 of the M62 and Pilsworth Road, the widening of part of Pilsworth Road, together with associated junction improvements, landscaping, lighting and other works including the importation of material and engineering works in order to construct and facilitate the link road including the Highways Mitigation Measures and "Link Road Land" shall

	be construed accordingly ;
"the Link Road Construction Programme"	a timetable for the construction and completion of the Link Road Phase 1 and Link Road Phase 2 to be drawn up by the Council and submitted to the Developer for its approval;
"Link Road Dedication Plan"	a plan attached at Appendix 3 showing land to be dedicated for highway purposes by the Owner and adopted by the Council for the Link Road ;
"Link Road Dedication Programme"	a programme of dedication of land required for highways purposes for the Link Road Phase 1 and Link Road Phase 2 in accordance with the Link Road Construction Programme;
"Link Road Land"	any land necessarily required to be dedicated as highways for the purposes of construction and operation of the Link Road;
"the Link Road Payment"	the costs of construction of Link Road Phase 2 plus any amount specified in the Link Road Phase 1 Additional Cost Certificate required to be paid by the Developer to the Council under paragraph 5 of Schedule 3;
"Link Road Payment Programme"	a timetable for payment of the Link Road Payment in instalments to reflect the Link Road Construction Programme;
"Link Road Payment Certificate"	confirmation of receipt by the Council of £10.3 million from Greater Manchester Combined Authority and £1.75 million from Highways England;
"Link Road Phase 1"	the Link Road from its junction with Junction 19 of the M62 to and including its junction with Manchester Road and the Hareshill Road and Pilsworth Road junction shown on Plan 2;
"Link Road Phase 1 Additional Cost Certificate"	a certificate provided by the Council to the Developer within one week of practical completion of construction of the Link Road Phase 1 setting out full detail and justification in respect of the cost of construction of the Link Road Phase 1 and specifying the additional costs incurred by the Council above the Link Road Phase 1 Funding Sum if any;
"Link Road Phase 1 Funding Sum"	the sum of £10.3 million from the Greater Manchester Combined Authority and the sum of £1.75m from Highways England payable to the Council together with any additional funding for the Link Road secured by the Council or allocated by the Council from its own resources;
"Link Road Phase 2"	the balance of the Link Road, save for the Link Road Phase 1 shown on Plan 2;
"Maintenance Period"	a period of 12 months from the issue of the respective Completion Certificate;
"Management Company"	the body or bodies that is/are nominated or established by the Owner having first been approved by the Council in writing to receive payments of the Management Company Dowry Payment and the service charge and to be responsible for the long term management and

maintenance of the Public Open Space in accordance with the Management Plan with the following objectives:

- taking a transfer of the Public Open Space in accordance with the provision of this Deed;
- setting the level of charges for funding the running of the body and collecting such charges;
- managing and maintaining the Public Open Space transferred to it in accordance with the Management Plan;
- ensuring that the Public Open Space is retained as managed public open space subject to reasonable maintenance and prevention of accrual of public rights of way and common land status ;
- ensuring accountability to the residents of the Development;

“Management Company Dowry Payment”

a sum to be paid to the Management Company representing the total of:

- the cost of design and construction of the Public Open Space; and
- a commuted sum for the long term management and maintenance of the Public Open Space; and
- the open market value of the land to be used as Sports Pitches MUGA or NEAP based on residential land values at the date of assessment;
- the Sports Pitches payment, if any;

“Management Plan”

a scheme or schemes for the future management and maintenance of the Public Open Space that identifies the maintenance requirements for the Public Open Space including all ongoing maintenance operations, specifically identifying the management objective, task and the timing and frequency of the operation of all the features of the Public Open Space to include hard and soft landscaping, surfacing materials, furniture, play equipment, refuse or other storage units, signs, lighting, boundary treatments, trees, shrubs and hedge plants and details of who is to undertake the ongoing future maintenance of the Public Open Space and which shall be agreed between the Owner and the Council and which may be amended from time to time via agreement between the Owner and the Council;

“MUGA”

a Multi-Use Games Area within the Site;

“NEAP”

a Neighbourhood Equipped Area for Play within the Site;

“Occupation”

beneficial occupation of the relevant part or element of the Development for the purpose consented by the Planning Permission and in relation to all Dwellings shall not include non-residential occupation of any show house or marketing suite and in relation to every element of the Development shall not include construction, fitting out and/or occupation for security purposes and the terms “Occupy” and “Occupied” and cognate expressions shall be construed

	accordingly;
"Ongoing Costs"	all ongoing costs relating to and necessitated by the Development to include (but not be limited to) general overhead, site security and site maintenance;
"Open Market Dwelling"	any dwelling developed on the Site other than an Affordable Dwelling;
"Open Market Value"	based on the RICS definition of Open Market Value (valued as if it were not an Affordable Dwelling);
"Percentage"	the number of Dwellings in a Phase containing residential development expressed as a percentage of the total number of Dwellings permitted in the Development (1000);
"Phase"	any phase of the Development as shown on the Phasing Plan;
"Phasing Plan"	a plan to be submitted to the Council pursuant to Part 7 of Schedule 2 showing the proposed phasing of delivery of the Development;
"Plan 1"	the plan entitled Plan 1 attached to this Agreement at Appendix 1 showing the Site;
"Plan 2"	the plan entitled Plan 2 attached to this Agreement at Appendix 2 showing the Site;
"Plan 3"	the plan entitled Plan 3 attached to this Agreement at Appendix 3 showing the Site;
"Planning Permission"	the written planning permission in the form of the draft decision notice at Schedule 7 to be granted by the Council pursuant to the Application;
"Practically Completed"	completed and made available to a standard fit for residential occupation;
"Primary School"	a single form entry primary school;
"Primary School Land"	0.8 of a hectare of land within the Site to accommodate a Primary School which has vehicular access up to its boundary and connections at its boundary to foul and surface water drainage mains water electricity and telecommunications services;
"Primary School Land Value"	the sum of £800,000 to be indexed and increased by reference to the UK House Price Index;
"Primary School Land Value Contribution"	the relevant proportion of the Primary School Land Value, being the sum represented by multiplying the Primary School Land Value by the Percentage;
"Primary School Place"	the number of Primary School pupils generated by the proposed number and size of Dwellings in that Phase at the rate of one place for every four Dwellings;

"Profit"	a profit margin of 20% of the Gross Development Value due to the Owner in respect of the Development;
"Promotional Costs"	all costs associated with and necessitated by the promotion of the Development to include (but not be limited to) all costs incurred in the preparation, submission and progression of the Application and related permissions and consents (including the costs associated with this Deed and all professional expert, legal and other associated fees and costs);
"Public Open Space"	the provision of 8 hectares of land within the Site to be used to provide a NEAP, a MUGA and informal open space including highway verges, informal play areas, SUDS attenuation areas, planted areas, cycleways and footways plus the Sports Pitches (subject to Part 3 of Schedule 5,
"Public Open Space Plan"	a plan accompanying each Reserved Matters Application for a Phase containing residential development on the Site indicating details of any elements of the Public Open Space within that Phase including its specification and location;
"Quarter Day"	March 25 th , June 24 th , September 29 th and December 25 th in any year;
"Red Land"	the land shown edged red on Plan 1, being the land owned by the 1 st , 2 nd , 3 rd , 4 th , 5 th , 6 th and 7 th Owner at the date of this Agreement;
"Relevant Education Contribution"	a sum to be paid to the Council being the combination of: - the number of Primary School places required for that Phase multiplied by £12,320.01; plus - the number of Secondary School places required for that Phase multiplied by £15,400.01; plus - the Primary School Land Value Contribution for that Phase; PROVIDED ALWAYS that the maximum Relevant Education Contribution for the Development payable under this Agreement shall be no more than £5.42m index linked;
"Reserved Matters Application"	any application for reserved matters as defined in section 92 of the Act and Article 2 of the Town and Country Planning (Development Management Procedure) (England) Order 2015 pursuant to the Planning Permission in respect of any Phase;
"Reserved Matters Approval"	the written consent granted by the Council pursuant to the Reserved Matters Application or where more than one Reserved Matters Application is submitted the written consent of the Council for the final Reserved Matters Application in respect of that Phase in the Development;
"Registered Provider"	a provider of social housing Approved by the Council within the meaning of the Housing and Regeneration Act 2008 (or as redefined by any amendment replacement or re-enactment of such Act) registered with the Homes and Communities Agency;

"Secondary School Place"	the number of secondary school pupils generated by the proposed number and size of Dwellings in that Phase at the rate of one place for every 10 Dwellings;
"Service Charge"	a service charge forever charged on and issuing out of the Site and representing a fair and proper proportion of the Expenditure applicable to and payable by a particular Dwelling and payable annually to the Management Company in respect of its administration and of insuring and maintaining, repairing and as necessary renewing the Public Open Space in accordance with the Management Plan;
"Service Charge Payment Date"	the date of completion of the transfer of each Dwelling comprised in the Development and thereafter on 1 January in each year;
"Site"	the land in respect of which the Application has been made being the Red Land and the Blue Land on the plan at Appendix 1;
"Sports Pitches"	the provision of 3.5 hectares of land within the Site to be used as sports pitches or such lesser area of land for that purpose pursuant to Part 3 of Schedule 5;
"Sports Pitches Payment"	a payment or payments if required by the Council proportionate to the area of the Sports Pitches that are not to be provided of up to a maximum amount of £200,000 being a commuted sum payable to the Council in lieu of the provision of all or part of the Sports Pitches which, if applicable, shall be used for the maintenance or enhancement of Heywood Sports Village;
"Sports Pitches Payment Instalment"	being a portion of the Sports Pitches Payment based on the following formula: Sports Pitches Payment multiplied by Percentage;
"Total Scheme Value"	the result of the following calculation for any Phase comprising residential development in the Development at the Viability Review Date: GDV less Development Costs less site value less Profit = Total Scheme Value; AND for the avoidance of doubt where the calculation results in a negative figure, neither Affordable Housing and/or any Affordable Housing Contribution shall be provided in relation to the Development;
"Transfer"	the transfer of any legal interest in the relevant Land;
"Viable"	the Development is Viable if the Total Scheme Value is greater than zero;
"Viability Fee"	the reasonable fee or fees (inclusive of any disbursements incurred by the engagement of external consultants) to be paid to the Council by the Owner for assessment of the Viability Report and any queries resulting therefrom ;

"Viability Review Date"

the date of a Viability Report on the Development in accordance with the provisions of this Agreement;

"Viability Report"

a viability report submitted in writing with each Reserved Matters Application for any Phase comprising residential development in accordance with Part 4 of Schedule 2, demonstrating whether the Development is Viable and, if so, being concerned with the financial ability of the Development to provide:

1.6 any Affordable Housing (up to a maximum of 15% of the total number of Dwellings in the relevant Phase); and

1.7 if any, the number and mix of Affordable Housing that can be provided within that Phase whilst still rendering the Development (or that part of the Development) Viable;

and based on the residual appraisal method recommended in the RICS Guidance Note First Edition entitled "Financial Viability in Planning" and assigned reference GN 94/2012 or any replacement, update or amendment of the same;

"Working Day"

any day from Monday to Friday inclusive which is not a Bank or Public Holiday and "Working Days" shall be construed accordingly

2 INTERPRETATION

In this Deed (unless the context otherwise requires):

2.1 words importing one gender shall be construed as importing any other gender;

2.2 words importing the singular shall be construed as importing the plural and vice versa;

2.3 words importing persons shall be construed as importing a corporate body and/or a partnership and vice versa;

2.4 where any party comprises more than one person the obligations and liabilities of that party under this Deed shall be joint and several obligations and liabilities of those persons;

2.5 the clause headings do not form part of this Deed and shall not be taken into account in its construction or interpretation;

2.6 any reference to a clause or a paragraph or a Schedule is to one in this Agreement so numbered;

2.7 any reference to a colour or letter is to one on the Plans;

2.8 in the absence of any contrary provision any reference to a statute includes any statutory modification or re-enactment of it and any and every order instrument regulation direction or plan made or issued under the statute or deriving validity from it; and

2.9 any reference to any party in this Deed shall include the successors in title to that party and to any deriving title through or under that party and in the case of the Council the successors to its functions.

3 EFFECT OF THIS DEED

3.1 This Deed is made pursuant to section 106 of the Act. To the extent that they fall within the terms of section 106 of the Act, the obligations contained in this Deed are planning obligations for the purposes of section 106 of the Act and are enforceable by the Council against the Owner and all successors in title to the Owner.

3.2 To the extent that any of the obligations contained in this Deed are not planning obligations within the meaning of the Act, they are entered into pursuant to the powers contained in

section 111 Local Government Act 1972, section 1 of the Localism Act 2011 and all other enabling powers.

- 3.3 Nothing in this Deed restricts or is intended to restrict the proper exercise at any time by the Council of any of its statutory powers, functions or discretions in relation to the Site.
- 3.4 This Deed will be registered as a local land charge in respect of the Site by the Council.
- 3.5 This Deed is conditional upon the grant of the Planning Permission and Commencement, save for the provisions of clauses 7, 8, 11, 12 and 13 of this Deed, which shall have immediate effect.
- 3.6 If the Planning Permission for the Development has not been implemented by the carrying out of a material operation in accordance with the provisions of sections 56, 91 and 93 of the Act or is revoked or modified in whole or in part (other than in approval of an application by or on behalf of the Owner) or quashed or declared unlawful as a result of legal proceedings then this Deed shall absolutely determine and become null and void but without prejudice to the rights of either party against the other in respect of any antecedent breach.
- 3.7 Subject always to the terms and conditions of this Deed, the Owner on behalf of themselves and any person(s) deriving title to any part of the Site from the Owner hereafter hereby covenant with the Council so as to bind the Site to fully observe and perform the obligations in this Deed and hereby agree until such time as the Deed comes to an end under clause 3.6 or such time as the obligations contained therein are discharged, the Site shall be permanently subject to obligations, restrictions and provisions specified herein, such obligations being planning obligations for the purpose of section 106 of the Act.
- 3.8 The obligations in this Deed will not be enforceable against: (i) a statutory undertaker after the transfer of the statutory apparatus and any land upon or in which the statutory apparatus is situated by the Owner to that statutory undertaker, or (ii) the owners or occupiers of any Dwelling erected on the Site pursuant to the Planning Permission, nor the mortgagees of any such owners.
- 3.9 Nothing in this Deed prohibits or limits the right to develop any part of the Site in accordance with a planning permission (other than the Planning Permission), granted after the date of this Deed, whether or not pursuant to an appeal.
- 3.10 In the event that an application is made pursuant to Section 73 of the Act for an amendment to the Planning Permission and planning permission is granted in respect of the application (and the Council is satisfied that no revised planning obligations are required as a result of such amendment) references to Planning Permission in this Agreement shall be to the new planning permission granted pursuant to Section 73 of the Act and this Agreement shall apply to and remain in full force in respect of that new planning permission without the need for a further agreement to be entered into pursuant to Section 106 of the Act (and for the avoidance of any doubt nothing in this clause 3.10 shall ever require the duplication of any of the obligations in this Agreement).
- 4. OBLIGATIONS OF THE PARTIES**
- 4.1 The Owner agrees with the Council to comply with the obligations set out in Schedules 2 and 4 in relation to the Development save that an Owner shall not be bound by those obligations except to the extent that they relate to the part of the site owned by the respective Owner.
- 4.2 The Council agrees with the Owner to comply with its obligations set out in Schedule 5.
- 4.3 The Developer agrees with the Council to comply with its obligations set out in Schedule 3.
- 4.4 The Council will issue the Planning Permission within 10 Working Days of the date of this Deed.
- 4.5 The Council agrees with the Owner to act reasonably, properly and diligently in exercising its discretion and discharging its functions under this Deed. In particular, where any notice, consent, approval, authorisation, agreement or other similar affirmation is required under the terms of then Deed, the Council will not unreasonably withhold or delay such notice, consent, approval, authorisation, agreement or other similar affirmation.
- 4.6 The parties to this agreement hereby covenant that upon Russell Homes (UK) Limited acquiring the Blue Land from the Council they will all within 7 days of request execute and

release for completion a Deed of Variation and covenant that from the date of completion of that Deed of Variation the Site shall be construed as including the Blue Land in addition to the Red Land.

4.7 No person will be liable for any breach of the terms of this Deed occurring after the date on which they part with their interest in the Site or the part or parts of the Site 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 Site in any transfer of the same will constitute an interest for the purposes of this clause 4.8.

4.8 No party shall be bound by the obligations in the Deed, or be subject to enforcement action in respect of a breach of such obligations, unless and until it shall have a freehold or leasehold interest in the Site.

5. TERMINATION OF THIS DEED

5.1 If the Planning Permission shall expire before Commencement or shall at any time be revoked or for any reason cease to remain extant and capable of implementation this Deed shall forthwith determine and cease to have effect in which case the registration of this Deed on the Register of Local Land Charges and Land Registry will forthwith be cancelled by the Council.

5.2 Clause 5.1 will not apply in respect of any minor non-material modifications to the Planning Permission agreed in writing from time to time between the Council and the Developer prior to Commencement.

5.3 Where the Deed comes to an end under clause 5.1 any monies paid under this Deed to the Council, with the exception of fees paid under clause 8, or any monies lawfully expended by the Council in accordance with the terms of this Deed prior to the termination of the Deed in accordance with clause 5.1, shall be returned to the party that made the payment within one month of the Deed coming to an end together with interest accrued on the monies from and including the date of payment to and including the date of repayment.

5.4 If the Owner makes a request in writing for the Council to place a note against the entry made in the Local Land Charges Register stating which obligations under this Deed have been discharged and complied with, the Council shall, where it is satisfied that the obligation has been discharged and complied with, within two (2) weeks of receipt of such request place such a note against the entry.

6. COMMUNITY INFRASTRUCTURE LEVY

6.1 For the purposes of this clause "CIL" means a tax, tariff or charge introduced by the Council pursuant to regulations enabled by the Planning Act 2008 or any subsequent proposed legislation to fund the delivery of infrastructure known as the "community infrastructure levy" or known by any other name.

6.2 If after the date of this Agreement a CIL is introduced that is applicable to the Development then the parties to this Deed will, should it be reasonably required in the circumstances, use reasonable endeavours to agree variations to this Agreement with the intent that:

6.2.1 the planning benefits secured by this Deed should continue to be secured and delivered; and

6.2.2 the Owner should not be in a position whereby they are in a financially worse position because of CIL in respect of the obligations contained in the Deed than they would be if they performed the obligations in this Deed and no CIL had been introduced.

7. NOTICES

7.1 Any notice, demand or any other communication served under this Deed will be effective only if delivered by hand or sent by first class post, pre-paid or recorded delivery.

7.2 Any notice, demand or any other communication served is to be sent to the address of the relevant party set out at the beginning of this Deed or to such other address as one party may notify in writing to the others at any time as its address for service.

- 7.3 Unless the time of actual receipt is proved, a notice, demand or communication sent by the following means is to be treated as having been served:
- 7.3.1 if delivered by hand, at the time of delivery;
 - 7.3.2 if sent by post, on the second working day after posting; or
 - 7.3.3 if sent by recorded delivery, at the time delivery was signed for.
- 7.4 If a notice, demand or any other communication is served after 4.00 pm on a Working Day, or on a day that is not a Working Day, it is to be treated as having been served on the next Working Day.
- 7.5 For the avoidance of doubt, where proceedings have been issued in the Courts of England and Wales, the provisions of the Civil Procedure Rules must be complied with in respect of the service of documents in connections with those proceedings.
8. **COSTS OF THIS DEED**
- Upon completion of this Deed the Owner shall pay to the Council its reasonable and proper legal costs incurred in connection with the preparation, negotiation and completion of this Deed and any reasonable disbursements.
9. **TRUSTEES LIMITATION OF LIABILITY**
- The parties hereto agree and declare as follows:
- 9.1 The 1st Owner is entering into this Agreement as trustees of the Wilton Estate Second Reversionary Share ("the Trust") and as such any liability on the part of the 1st Owner under or pursuant to this Agreement is limited to the net assets held on trust for the time being by them as trustees of the Trust which are in the 1st Owner's possession or under their control as trustees of the Trust and the 1st Owner shall not incur further liability.
- 9.2 Notwithstanding any other provision in this Agreement and without prejudice to sub-clause 9.1 the 1st Owner will have no obligation to the Council to meet any claim or liability under this Agreement except to the extent that:
- (a) they can properly meet the claim or liability from the net assets held in the Trust from time to time; and
 - (b) the net assets (being the Trust's assets net of tax and costs) held in the Trust from time to time are sufficient for that purpose.
10. **VAT**
- All consideration given in accordance with the terms of this Deed shall be exclusive of value added tax properly payable unless the contrary is provided.
11. **DETERMINATION OF DISPUTES**
- In the event of any dispute or difference between the parties to this Deed in respect of any matter contained in this Deed (other than a dispute or difference relating to a matter of law or concerning the meaning or construction of this Deed) such dispute or difference may be referred by either party to an independent and suitable person holding appropriate professional qualifications and having relevant experience in the subject matter involved in the dispute or difference to be appointed (in the absence of agreement within one month) 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 and such person shall act as an expert whose decision shall be final and binding on the parties in the absence of manifest error and any costs shall be payable by the parties to the dispute in such proportion as the expert shall determine and failing such determination shall be borne by the parties in equal shares.
- 11.1 Any expert however so appointed shall act as an independent expert and:
- 11.1.1 each party may make written representations within ten working days of his appointment and will copy the written representations to the other party or parties;

- 11.1.2 each party is to have a further ten working days to make written comments on the other's representations and will copy the written comments to the other party or parties;
- 11.1.3 the appointed expert is to be at liberty to call for such written evidence from the parties and to seek such legal or other expert assistance as he or she may reasonably require;
- 11.1.4 the appointed expert is not to take oral representations from the parties without giving all relevant parties the opportunity to be present and to give evidence and to cross-examine each other;
- 11.1.5 the appointed expert is to have regard to all representations and evidence before him when making his decision, which is to be in writing, and is to give reasons for his decision; and
- 11.1.6 will use all reasonable endeavours to publish his decision within 30 working days of his appointment.
- 11.2 Responsibility for the costs of referring a dispute to an expert under this clause, including costs connected with his appointment and his own costs, but not the legal and other professional costs of any party in relation to a dispute, will be decided by the appointed expert.
- 11.3 Nothing in this clause shall be taken to fetter the parties' ability to seek legal redress in the Courts (or otherwise) for any breach of the obligations in this Deed.
12. **JURISDICTION**
- 12.1 This Deed is to be governed by and interpreted in accordance with the law of England and Wales.
- 12.2 The courts of England and Wales are to have jurisdiction in relation to any disputes between the parties arising out of or related to this Deed.
13. **THIRD PARTIES**
- It is not intended that any persons(s) who (but for the provisions of the Contract (Rights of Third Parties) Act 1999) would not acquire any interest hereunder should do so by virtue of such Act (save in respect of successors in title).
14. **WAIVER**
- No waiver (whether express or implied) by the Council of any breach or default in the performance or observance of any of the covenants terms or conditions of this Deed shall constitute a continuing waiver and no such waiver shall prevent the Council from enforcing any of the relevant covenants terms or conditions or from acting upon any subsequent breach or default.
15. **DELIVERY**
- The provisions of this Deed (other than this clause which shall be of immediate effect) shall be of no effect until this Deed has been dated.
16. **EXECUTION**
- The parties have executed this Agreement as a deed and it is delivered on the date set out above.

SCHEDULE 1

The Development

The Development part full/part outline planning application for the development of land at South Heywood, including the demolition of a number of existing on-site buildings and structures. Full consent sought for construction of a new link road between Junction 19 of the M62 and Pilsworth Road, the widening of part of Pilsworth Road, together with associated junction improvements, landscaping, lighting and other works including the importation of material and engineering works in order to construct the link road. Outline consent (with all matters reserved for future approval except access) sought for major mixed use development comprising supporting residential uses comprising up to 1,000 dwellings (class C3); employment uses (classes B2/B8) comprising up to 135,460 m² gross internal area (GIA); a new primary school (class D1); class A1/A2/A3/A5 uses comprising up to 2,580m² GIA which includes no more than 499m² of A1 uses, together with associated landscaping, open space and sports pitches, drainage, ecological enhancements, cycleway and footpath linkages, infrastructure and other works ancillary thereto.

SCHEDULE 2

Owner's Obligations

The Owner covenants with the Council as follows:

Part 1 Education

1. Prior to first Occupation of the 700th Dwelling to offer to transfer the Primary School Land to the Council at the Primary School Land Value.
2. Once the offer in 1 has been made, to use reasonable endeavours to complete a transfer on reasonable terms and conditions for a transfer of this nature of the Primary School Land to the Council within two months of the offer.
3. To pay to the Council the Relevant Education Contribution for a Phase (if any) on or prior to Commencement of Development pursuant to any Reserved Matters Approval for that Phase.

Part 2 Public Transport

Bus Services

1. To pay to the Council the Bus Service Contribution for that Phase (if any) on or prior to Commencement of Development pursuant to any Reserved Matters Approval for that Phase

Bus Stops

2. To pay to the Council the Bus Stops Contribution for that Phase (if any) on or prior to Commencement of Development pursuant to any Reserved Matters Approval for that Phase.

Part 3 Public Open Space

1. To establish a Management Company prior to first Occupation of the first Dwelling on the Site.
2. To calculate the Management Company Dowry Payment prior to first Occupation of the First Dwelling on the Site.
3. To pay the Apportioned Management Company Dowry Payment for each Phase that includes residential development to the Management Company on or prior to Occupation of the first dwelling built pursuant to the relevant Reserved Matters Approval for that Phase.
4. To include a requirement for any owner of any Dwelling from time to time to pay the Service Charge.
5. To submit to the Council for its approval with every Reserved Matters Application in respect of any Phase comprising residential development a Public Open Space Plan showing details of the Public Open Space which is to be delivered in that Phase, to include the location and timing of construction.
6. Not to commence the Development within any Phase until the Public Open Space Plan for that Phase has been agreed in writing with the Council and to complete the Public Open Space within that Phase prior to the completion of 90% of the Dwellings within that Phase.
7. To complete all of the Public Open Space in the Development prior to Occupation of the 900th Dwelling.
8. To submit the Management Plan to the Council for its approval prior to transfer of the Public Open Space to the Management Company.
9. To transfer of ownership of the Public Open Space to the Management Company no later than Occupation of the 900th Dwelling.

10. Prior to the Occupation of the first residential unit within a Phase to pay to the Council the Sports Pitch Payment Instalment for that Phase (if applicable pursuant to Part 3 of Schedule 5);
11. Any Phase within which Sports Pitches, a NEAP or a MUGA (or part thereof) is to be provided shall be entitled to a Credit against the amount of the Apportioned Management Company Dowry Payment for that Phase. The payment due under paragraph 3 of this Part 3 above shall be reduced accordingly. An amount equivalent to the Credit shall be added to the outstanding amount of Management Company Dowry Payment to be paid by the remaining Phases.

Part 4 Affordable Housing Scheme

1. To submit a Viability Report in accordance with the provisions of Schedule 4 with each Reserved Matters Application for any Phase comprising residential development.
2. Subject to the relevant Viability Report demonstrating that Affordable Housing can be provided in that Phase, and subject to the Council not opting for an Affordable Housing Contribution in accordance with Part 5 of Schedule 5 in lieu of all the on-Site provision of Affordable Housing in that Phase, to submit and agree with the Council an Affordable Housing Scheme for that Phase.
3. On receipt of the Affordable Housing Scheme (if applicable in accordance with paragraph 2 above) for verification the Council shall within twenty-one (21) Working Days communicate in writing that EITHER:
 - 3.1.1 the Council accepts the Affordable Housing Scheme and thereby issues the approved Affordable Housing Scheme; or
 - 3.1.2 the Council does not accept the Affordable Housing Scheme with reasons why this is the case and shall provide in writing any other relevant information that the Owner may reasonably require in order that they may submit any appropriate further information,

and such exercise shall be repeated if necessary at the expense of the Owner until such time as the Council is in a position to Approve the Affordable Housing Scheme PROVIDED THAT the Council's approval shall not at any stage in relation to any Affordable Housing Scheme be unreasonably withheld or delayed.
4. The relevant Affordable Housing shall be provided in accordance with the Affordable Housing Scheme (as may be amended from time to time by agreement with the Council), save insofar as the Council has opted to receive an Affordable Housing Contribution under Part 5 below and Part 5 of Schedule 5.

Part 5 Affordable Housing Contribution

1. If in accordance with Part 4 above and Part 5 of Schedule 5 the Council has opted to receive an Affordable Housing Contribution to pay it to the Council Index Linked as follows:
 - 1.1 33% on First Occupation of 25% of the Dwellings in that Phase;
 - 1.2 33% on First Occupation of 50% of the Dwellings in that Phase;
 - 1.3 34% on First Occupation of 75% of the Dwellings in that Phase;

PROVIDED THAT if any calculation in respect of any Affordable Housing (or the Affordable Housing Contribution) results in a fraction of a whole number, the number of Affordable Housing units will be rounded down to the nearest whole number.

Part 6 Air Quality

1. Prior to the Commencement of Development to pay the Air Quality Payment to the Council.

Part 7 Other

1. To submit to the Council an updated Phasing Plan with every Reserved Matters Application.
2. To notify the Council of Commencement of Development in respect of any Phase.
3. To notify the Council of first Occupation of the 700th Dwelling.
4. Not to dispose of a Dwelling without imposing a Service Charge on it.

Part 8 Link Road

To dedicate as public highway in accordance with the provisions of the 1980 Act any land required by the Council or the Developer within the ownership of the Owner for the purposes of construction or operation of the Link Road Phase 1 or Link Road Phase 2 as shown on the Link Road Dedication Plan within 21 days of such request being made by either the Developer or the Council, by submitting the form at Schedule 11 to the Council and the Developer.

No reserved matters approval which includes Dwellings shall be Commenced unless the owner of the land the subject of that approval shall first have paid the Apportioned Link Road Cost for that Phase to the Developer.

SCHEDULE 3

Developer's Obligations to the Council pursuant to sections 38 and 278 of the 1980 Act

1. Acting reasonably to agree the Link Road Construction Programme and Link Road Dedication Programme with the Council prior to Commencement of Development.
2. Prior to commencement of construction of Link Road Phase 2 to enter into the Bond in the form set out in Schedule 9.
3. To construct the Link Road Phase 2 in accordance with the agreed Link Road Construction Programme and on the terms specified in Schedule 8 of this agreement subject to the Link Road Land having been dedicated and the Link Road Payment Certificates having been issued by the Council.
4. To use reasonable endeavours to secure the dedication of the Link Road Land in accordance with the Link Road Dedication Programme.
5. If the cost of construction of Link Road Phase 1 exceeds the Link Road Phase 1 Funding Sum then subject to the Council having obtained a fixed price for the Link Road Phase 1 and the Developer having given its written acceptance of the price to the Council before the works commence the Developer agrees to indemnify the Council in respect of such additional costs as have been reasonably incurred by it and which are detailed in the Link Road Phase 1 Additional Cost Certificate.
6. The Developer shall notify the Owner of the amount of the Apportioned Link Road Cost for any Phase of the Development containing Dwellings within 28 days of the grant of a Reserved Matters approval for that Phase.
7. Any sum of money received by the Developer from the Council pursuant to Schedule 5, Part 4, paragraph 8 shall be expended wholly on the Link Road Phase 2.

SCHEDULE 4

Viability

1. The Owner shall submit to the Council a Viability Report either before or with any Reserved Matters Application for any Phase including residential development.
2. If the Viability Report does not demonstrate a Total Scheme Value of greater than zero then the Owner shall not be required to either submit an Affordable Housing Scheme, or provide any Affordable Housing, and/or pay any Affordable Housing Contribution for the relevant Phase.
3. If the Viability Report demonstrates a Total Scheme Value of greater than zero then the Owner shall either deliver or contribute towards all or part of the obligations in Parts 4 and 5 of Schedule 2 PROVIDED THAT:
 - 3.1 where the Total Scheme Value is greater than zero but less than the total amount required to satisfy the obligations in Parts 4 and 5 of Schedule 2, the Owner shall only be required to deliver and/or contribute up to the amount by which the Total Scheme Value is greater than zero; and
 - 3.2 where the Total Scheme Value is greater than zero and more than the total amount required to satisfy the obligations in Part 5 of Schedule 2 the Owner shall only be required to deliver and/or contribute up to the amount required to satisfy the obligations in Parts 4 and 5 of Schedule 2 under this Agreement for the relevant Phase.

SCHEDULE 5

Council's Obligations to the Developer and the Owner

The Council covenants:

Generally:

1. Use the Contributions (if any) for the purposes specified in the definitions of each such contribution and for no other purpose.
2. Provide a refund following a written request to the Council to the person who paid the Contribution(s) or any parts thereof which, after a period of five years from the date of receipt by the Council, remain unspent or not contractually committed, together with accrued interest for the period from the date of payment to the date of refund.
3. At the written request of the Owner to provide written confirmation of the discharge of the obligations contained in this Agreement when satisfied that such obligations have been performed.

Part 1 Education

1. To accept the offer to transfer the Primary School Land and to use reasonable endeavours to complete the transfer within two months of the Owner's offer.
2. To complete the construction of the Primary School within three years of the date of the transfer of the Primary School Land to it.
3. To use the relevant Education Contribution for constructing the Primary School or against any costs already incurred in constructing the Primary School or such other educational provision to serve the Site as is agreed with the Owner.
4. That where the Council does not accept the Owner's offer to transfer the Primary School Land to it within 21 days of such offer being made and/or does not complete the transfer of such land within two months following reasonable endeavours having been made by the Owner to do so, the Owner must continue to use reasonable endeavours to transfer the Primary School Land to the Council but shall be permitted to allow Occupation of more than 700 Dwellings.

Part 2 Public Transport

1. **Bus Services Contribution**
 - 1.1 To use the Bus Service Contribution to subsidise the redirection of an existing Bus Service and/or to operate any new Bus Services to serve the Development, such services to commence operating upon completion of the Link Road as shall be deemed necessary for the benefit of the Development as the Owner and the Council shall agree in writing.
2. **Bus Stops Contribution**
 - 2.1 To use the Bus Stops Contribution to provide new or upgraded bus stops or alternatively at its discretion to subsidise the redirection of an existing Bus Service and/or to operate any new Bus Service to serve the Development.

Part 3 Public Open Space

1. To notify the Owner in writing prior to Commencement of Development if the Council is electing to receive the Sports Pitch Payment, or any part of the Sports Pitch Payment in lieu of the provision of the Sports Pitches on the Site, setting out full justification, the precise amount of the Sports Pitch Payment required and the consequential pro rata reduction in the area of Sports Pitches to be provided within the Development. If the Council by Notice to

the Owner elect that the Public Open Space shall not include the Sports Pitches or part thereof the term Public Open Space in this Deed shall be deemed amended at all times so as to make no reference to the Sports Pitches and instead paragraph 10 of Part 3 of Schedule 2 shall apply.

Part 4 Highways Works - Link Road

1. To provide the Link Road Payment Certificate to the Owner within 10 Working Days of receipt of the Link Road Phase1 Funding Sum and concurrently to submit the Link Road Construction Programme to the Owner for approval.
2. To notify the Owner and the Developer immediately upon receipt of an allocation of any additional funding for the Link Road in addition to the contribution of £10.3m from Greater Manchester Combined Authority and £1.75m from Highways England.
3. To notify the Owner and the Developer of any additional funding for the Link Road secured by the Council or allocated by the Council from its own resources within 7 days.
4. Subject to paragraph 1 above to construct the Link Road Phase 1 in accordance with the Link Road Construction Programme.
5. To enter into any necessary agreement with the Secretary of State for Transport or other landowners pursuant to section 278 Highways Act 1980 to enable it to construct the Link Road Phase 1 including dedication of land for highway purposes required to widen M62 Junction 19 slip road.
6. Upon completion of construction of the Link Road Phase 1 to issue to the Developer the Link Road Phase 1 Additional Cost Certificate.
7. To adopt as highway maintainable at the public expense any stage of the Link Road immediately after the completion of construction of that stage in accordance with the Link Road Dedication Programme until the Link Road is all adopted as a highway maintainable at the public expense.
8. Should the amount of money expended by the Council on Link Road Phase 1 be less than the amount of the Link Road Funding Sum, to pay the difference between those amounts to the Developer within 21 days of practical completion of the Link Road Phase 1.
9. To comply with Schedule 8 in relation to Link Road Phase 2.

Part 5 Affordable Housing

1. Provided that any Viability Report submitted in respect of any relevant Phase has demonstrated that the part of the Development in that Phase is Viable and some Affordable Housing can be provided, to notify the Owner in writing whether it is opting for some or all of the Total Scheme Value in that Viability Report to be paid as an Affordable Housing Contribution in lieu of all or part of the on-Site Affordable Housing provision for that Phase within twenty Working Days of its receipt of the Viability Report. The Council shall notify the Owner of the amount of the Affordable Housing Contribution and whether it represents all or part of the contribution and if part only how many Affordable Housing units shall be constructed within that Phase.
2. To ensure and procure that any Affordable Housing Contribution is spent on the provision of Affordable Housing within the Rochdale area, which shall be provided by either an Affordable Housing Provider, the Council or a body or organisation approved and authorised in writing by the Council, and to ensure that the affordable housing to be provided pursuant to this covenant shall be of such size, design and tenure as the Council shall determine, and to provide to the Owner such evidence as the Owner shall reasonably require in order to confirm that the Affordable Housing Contribution has been spent in accordance with this covenant within five years of each instalment being paid to the Council.

Part 6 Air Quality Monitoring

1. Upon receipt of the Air Quality Payment to install diffusion tubes along the route of the Link Road and to monitor those tubes for a period of at least five years from the date of instalment of them.

SCHEDULE 6

Draft Planning Permission



ROCHDALE
BOROUGH COUNCIL

DRAFT DECISION

Town and Country Planning Act 1990 (as amended)

PLANNING PERMISSION GRANTED

APPLICATION REFERENCE: 16/01399/HYBR

Name and address for correspondence.	Applicant name.
Mr Philip Grant HOW Planning 40 Peter Street Manchester M2 5GP	Russell Homes (UK) Ltd

Part I - Particulars of Application

Date of Application: 22 November 2016

Proposal:	Part full/part outline planning application for the development of land at South Heywood, including the demolition of a number of existing on-site buildings and structures. Full consent sought for the construction of a new link road between Junction 19 of the M62 and Pilsworth Road, the widening of part of Pilsworth Road, together with associated junction improvements, landscaping, lighting and other works including the importation of material and engineering works in order to construct the link road. Outline consent (with all matters reserved for future approval except access) sought for a major mixed-use development comprising supporting residential uses comprising up to 1000 dwellings (Class C3); employment uses (Classes B2/B8) comprising up to 135,460m2 Gross Internal Area(GIA); a new primary school (Class D1); Class A1/A2/A3/A5 uses comprising up to 2500m2 GIA which includes no more than 499m2 of A1 uses; together with associated landscaping, open space and sports pitches, drainage, ecological enhancements, cycleway and footpath linkages, infrastructure and other works ancillary thereto. (Application accompanied by an Environmental Statement)
Location:	Land Bound By Manchester Road, Hareshill Road And Pilsworth Road, West Of Junction 19 Of The M62, Rochdale

Part II - Particulars of decision

The Rochdale Metropolitan Borough Council hereby give notice in pursuance of the provisions of the Town and Country Planning Act 1990 (as amended) that planning permission has been **Granted subject to conditions** for the carrying out of the development referred to in Part I above subject to Schedules 1 and 2:

SCHEDULE 1 - CONDITIONS RELATING TO THE FULL PLANNING PERMISSION

THE CONSTRUCTION OF A NEW LINK ROAD BETWEEN JUNCTION 19 OF THE M62 AND PILSWORTH ROAD, THE WIDENING OF PART OF PILSWORTH ROAD, TOGETHER WITH ASSOCIATED JUNCTION IMPROVEMENTS, LANDSCAPING, LIGHTING AND OTHER

WORKS INCLUDING THE IMPORTATION OF MATERIAL AND ENGINEERING WORKS IN ORDER TO CONSTRUCT THE LINK ROAD.

1. The development hereby permitted shall begin not later than three years from the date of this decision.

Reason: To comply with the requirements of section 91 of the Town and Country Planning Act 1990 as amended by Section 51 of the Planning and Compulsory Purchase Act 2004.

2. The development hereby permitted shall be carried out in accordance with the following approved plans:

A0/2001345/100/001 Rev A (General Arrangement)
A0/2001345/100/002 Rev A (General Arrangement Sheets 1 of 6)
A0/2001345/100/002 Rev A (General Arrangement Sheet 2 of 6)
A0/2001345/100/002 (General Arrangement Sheet 3 of 6)
A0/2001345/100/002 (General Arrangement Sheet 3a of 6)
A0/2001345/100/002 (General Arrangement Sheet 4 of 6)
A0/2001345/100/002 (General Arrangement Sheet 5 of 6)
A0/2001345/100/002 (General Arrangement Sheet 6 of 6)

Reason: For the avoidance of doubt and to ensure a satisfactory standard of development in accordance with the policies contained within the Adopted Rochdale Core Strategy, the saved policies in the Adopted Rochdale Unitary Development Plan and the National Planning Policy Framework.

Pre-commencement Conditions

3. No development shall take place until a scheme of detailed engineering drawings of the link road, new and amended junctions and other highway works, together with a Stage 2 Road Safety Audit, Designer's Response / Exemption Report and Traffic Signal information for the works has been submitted to and approved in writing by the Local Planning Authority.
The scheme shall include:

- (i) A general arrangement / layout, based on a topographical survey and to a scale not less than 1:200, showing the existing and proposed carriageways, pedestrian and cycle facilities/routes, refuges / islands, visibility splays and laybys;
- (ii) Specification details for each type of carriageway, footway, cycleway, verge and footpath;
- (iii) Full details of the surface water drainage proposals (including hydraulic modelling);
- (iv) Details of all proposed street lighting, signage (including VMS), CCTV, markings, structures, crossing points, vehicle restraint systems, width restrictions and street furniture;
- (v) Details of proposed traffic signal-controlled junctions and controlled crossings;
- (vi) Details of proposed parking and loading restrictions and other traffic orders
- (vii) Details all structures and earthworks (including details of pedestrian guardrails)
- (viii) Details of replacement / amended bus facilities (including details of shelters)
- (ix) Details of all highway landscaping

The detailed layout shall be based on the drawings submitted in support of the application, and modified, as required to take into account the comments of the Stage 2 Road Safety Audit.

(No part of the link road hereby approved shall be brought into use until the highway works listed above have been constructed in accordance with the approved scheme.)

Reason: In the interests of highway safety and design, in accordance with policies DM1 and T2 of the Adopted Rochdale Core Strategy.

Reason for pre-commencement condition: To ensure satisfactory details appropriate to the construction of a new highway.

4. No development shall take place until full design and construction details, including all geotechnical and structural design requirements, of the required improvements to the J19 M62 Scheme, have been submitted to and approved by the local planning authority, in consultation with the Secretary of State for Transport, and shown in outline Drawing number A0/2001345/100/001 Rev A, dated 19 January 2017, prepared by Rochdale Council. The details to be submitted shall include:

- How the scheme interfaces with the existing highway alignment, details of the carriageway markings and lane destinations,
- Widening of the A6046 Middleton Road south approach to the junction to accommodate a two-lane flared approach,
- Full signing and lighting details,
- Confirmation of full compliance with current Departmental Standards (DMRB) and Policies (or approved relaxations/departures from standards),
- An independent Stage Two Road Safety Audit (taking account of any Stage One Road Safety Audit recommendations) carried out in accordance with current Departmental Standards (DMRB) and Advice Notes.

No development shall be brought into its intended use, until the highway improvements have been constructed in accordance with the approved scheme.

Reason: To ensure that the trunk road network continues to fulfil its purpose as a national system of routes for through traffic, maintaining the safety of traffic on the road in accordance with Section 10 (2) of the Highways Act 1980 and policies DM1 and T2 of the Adopted Rochdale Core Strategy.

Reason for pre-commencement condition: To ensure satisfactory details appropriate to the construction of a new highway.

5. No development shall take place until a drainage design for the link road, including a drainage design of any culvert and stream crossings of the Link Road (in accordance with Design Manual for Roads & Bridges Vol 4 Section 2 Part 7 – Design of Outfall and Culvert Details) has been submitted to and approved in writing by the Local Planning Authority. The scheme shall include:- details of the Filter Drains, including the connecting network and outfalls as well as attenuation storage and outlet flow controls and or other methods to meet greenfield runoff rates and timescales for implementation. It should also ensure that no surface water, highway drainage or land drainage shall discharge directly or indirectly into the existing public sewerage systems and provide a management and maintenance plan for the lifetime of the development which shall include the arrangements for adoption by any public authority or statutory undertaker and any other arrangements to secure the operation of the scheme throughout its lifetime.

The development shall be implemented in accordance with the approved details and timescales.

Reason: In the interests of highways safety, in accordance with policies DM1, P3 and T2 of the Adopted Rochdale Core Strategy.

Reason for pre-commencement condition: Drainage is an early activity in the construction process and it is in the interest of all stakeholders to ensure that an acceptable scheme is agreed before development commences on site.

6. No development shall take place until details of the means of ensuring the water mains within the site boundary are protected from consequential damage during the construction and operational life of the development have been submitted to and approved in writing by the Local Planning Authority. The development shall be implemented in accordance with the approved details.

Reason: In the interest of public health, to ensure protection of public water supply and in order to allow sufficient access for maintenance and repair work at all times, and as required by United Utilities.

Reason for pre-commencement condition: To ensure the public water supply is appropriately identified and a strategy is in place before works commence on site to ensure the safe development of the site in the interests of the amenity of future occupiers.

7. No development shall take place until the implementation of a programme of archaeological works has been secured. The works are to be undertaken in accordance with a Written Scheme of Investigation (WSI) submitted to and approved in writing by the Local Planning Authority. The WSI shall cover the following:
- a). A phased programme and methodology of investigation and recording to include:
 - a historic building survey
 - archaeological evaluation
 - informed by the above, more detailed targeted excavation (subject of a new WSI)
 - b). A programme for post investigation assessment to include:
 - analysis of the site investigation records and finds
 - production of a final report on the significance of the archaeological and historical interest represented.
 - c). Dissemination of the results commensurate with their significance.
 - d). Provision for archive deposition of the report and records of the site investigation.
 - e). Nomination of a competent person or persons/organisation to undertake the works set out within the approved WSI

Reason: To record and advance understanding of heritage assets impacted on by the development and to make information about the archaeological heritage interest publicly accessible in accordance with the requirements of Core Strategy Policy P2 and the National Planning Policy Framework.

Reason for pre-commencement condition: To ensure the opportunity for archaeological investigation is undertaken as part of pre-commencement works on site in the public interests of recording and advancing understanding of the archaeological heritage of the site.

8. No development, other than works required to discharge this condition, shall commence until intrusive site investigation works have been undertaken and the findings of those investigative works have been submitted to and approved in writing by the local planning authority. In the event that the site investigations confirm the need for remedial works to ensure the safety and stability of the proposed development, no development shall commence until the full details of those remedial works have been submitted to and approved in writing by the local planning authority. Development shall thereafter be carried out only in accordance with the approved details.

Reason: To address any issues of unstable land and ensure safety and stability of new development in accordance with policies DM1 and G9 of the Adopted Rochdale Core Strategy.

Reason for pre-commencement condition: To ensure the need for any remedial works is appropriately identified and a strategy is in place before works commence on site to ensure the safe development of the site in the interests of the amenity of future occupiers.

9. No development shall take place until an investigation and risk assessment (in addition to any assessment provided with the planning application) has been submitted to and approved in writing by the Local Planning Authority. The assessment shall investigate the nature and extent of any contamination on the site (whether or not it originates on the site). The assessment shall be undertaken by competent persons and a written report of the findings submitted to and approved in writing by the Local Planning Authority before any development takes place. The submitted report shall include:

- i) a survey of the extent, scale and nature of contamination
- ii) an assessment of the potential risks to:
 - human health,
 - property (existing or proposed) including buildings, crops, livestock, pets, woodland, and service lines and pipes,
 - adjoining land,
 - groundwaters and surface waters,
 - ecological systems,
 - archaeological sites and ancient monuments,
- iii) where unacceptable risks are identified, an appraisal of remedial options and proposal of the preferred option(s) to form a remediation strategy for the site.

The development shall thereafter be carried out in full accordance with the duly approved remediation strategy and a verification report submitted to and approved in writing by the Local Planning Authority before any of the building(s) hereby approved are first occupied.

Reason: To prevent pollution of the water environment and to ensure the safe development of the site in the interests of the amenity of future occupiers in accordance with Core Strategy Policy G9, saved UDP Policy EM/8, and the National Planning Policy Framework.

Reason for pre-commencement condition: To ensure contamination is appropriately identified and a strategy is in place before works commence on site for the protection of controlled waters and to prevent pollution of the water environment and to ensure the safe development of the site in the interests of the amenity of future occupiers.

10. No development shall take place (including any site clearance works) until a Construction Method Statement (CMS), which shall include the following has been submitted to, and approved in writing by the Local Planning Authority:
- i) the parking of vehicles of site operatives and visitors;
 - ii) loading and unloading of plant and materials;
 - iii) storage of plant and materials used in constructing the development;
 - iv) the erection and maintenance of security hoarding including decorative displays and facilities for public viewing, where appropriate;
 - v) wheel washing facilities;
 - vi) measures to control the emission of dust and dirt during construction;
 - vii) a scheme for recycling/disposing of waste resulting from demolition and construction works;
 - viii) details of noise reduction measures;
 - ix) measures for the protection of the natural environment from accidental spillages, dust and debris;
 - x) hours of construction, including deliveries; and
 - xi) measures for protection of the existing water mains and sewers within the site.
 - xii) Details of post construction restoration of public rights of way.

The approved CMS shall be adhered to throughout the construction period. The development shall not be carried out otherwise than in accordance with the approved CMS during the construction period.

Reason: To minimise detrimental effects to the neighbouring amenities, the amenities of the area in general, detriment to the natural environment through the risks of pollution and dangers to highway safety, during the construction phase in accordance with Policies DM1, P3, T2, G8 and G9 of the adopted Rochdale Core Strategy and the National Planning Policy Framework.

Reason for pre-commencement condition: As the development will include site clearance, demolition works, ground works and engineering works an understanding will therefore be necessary of what measures will be put in place to protect the amenity of adjacent premises and users, prior to commencement of any works taking place.

- 11 No development shall take place, including any works of excavation or demolition, until a detailed Construction Traffic Management Plan (CTMP) to include the following has been submitted to, and approved in writing by the Local Planning Authority

- Construction operating hours and vehicle delivery hours
- Location of proposed construction compounds and lay-down areas
- On-site construction vehicle parking and manoeuvring
- Staff parking arrangements and details of supporting staff /operative travel management initiatives, including encouraging staff travel outside of the traditional AM & PM 'rush hour' periods
- Off-site construction HGV routing for each delivery phase
- Driver incentive / disciplinary procedures to ensure suitable HGV routing
- Construction HGV haulage route signage strategy.
- Construction vehicle cleansing procedures and details of load sheeting / covered load policy.
- Management and procedures for access by abnormal loads
- Programmed duration and timing of short term material import / export HGV campaigns.
- Programmed temporary road closure / temporary traffic management works and details of supporting information campaigns as relevant

The approved CTMP shall be adhered to throughout the construction period. The development shall not be carried out otherwise than in accordance with the approved CTMP during the construction period.

Reason: To minimise detrimental effects to the neighbouring amenities, the amenities of the area in general, detriment to the natural environment through the risks of pollution and dangers to highway safety, during the construction phase in accordance with Policies DM1, P3, T2, G8 and G9 of the adopted Rochdale Core Strategy and the National Planning Policy Framework.

Reason for pre-commencement condition: As the development will generate a number of vehicular movements an understanding will therefore be necessary of what measures will be put in place to protect the amenity of adjacent premises and users, prior to commencement of any works taking place.

12. No development shall take place (including demolition, ground works, vegetation clearance) until a construction environmental management plan (CEMP biodiversity) to include the following has been submitted to, and approved in writing by the Local Planning Authority:

- a) Risk assessment of potentially damaging construction activities
- b) Identification of "biodiversity protection zones"
- c) Practical measures (both physical measures and sensitive working practices) to avoid or reduce impacts during construction (may be provided as a set of method statements)
- d) The location and timing of sensitive works to avoid harm to biodiversity features.
- e) The times during construction when specialist ecologists need to be present on site to oversee works.
- f) Responsible persons and lines of communication
- g) The role and responsibilities on site of an ecological clerk of works (ECoW) or similarly competent person.
- h) Use of protective fences, exclusion barriers and warning signs

The approved CEMP shall be adhered to throughout the construction period. The development shall not be carried out otherwise than in accordance with the approved CEMP during the construction period.

Reason: To minimise detrimental effects to the neighbouring amenities, the amenities of the area in general, detriment to the natural environment during the construction phase in accordance with Policies DM1, P2 and P3 of the adopted Rochdale Core Strategy and the National Planning Policy Framework.

Reason for pre-commencement condition: As the development will include site clearance, demolition works, ground works and engineering works an understanding will therefore be necessary of what measures will be put in place to protect the amenity of the natural environment and the area in general, prior to commencement of any works taking place.

13. No development shall take place (including demolition, ground works, vegetation clearance) until a scheme of works, which shall include a detailed method statement, for the control and disposal of the invasive plant species and Japanese Knotweed, within the site, has been submitted to and approved in writing by the Local Planning Authority. The agreed scheme of works and method statement shall be implemented in full throughout the course of the development.

Reason: To secure the satisfactory disposal of this invasive species of plant, which under the terms of the Wildlife & Countryside Act 1981, as amended, it is an offence to be caused to spread in the wild, in accordance with the general principles of Policy G6 of the adopted Rochdale Core Strategy.

Reason for pre-commencement condition: As the development will include site clearance, demolition works, ground works and engineering works an understanding will therefore be necessary of what measures will be put in place to protect the natural environment prior to commencement of any works taking place.

14. No site clearance, preparatory work or development shall take place until a further Arboricultural Impact Assessment report detailing the impact on the trees within and adjacent to the site has been submitted to and approved in writing by the Local Planning Authority. The assessment shall include a scheme of tree and hedgerow protection measures in accordance with BS 5837:2012 'Trees in Relation to Design, Demolition and Construction' incorporating both above and below ground measures to be implemented during the construction period has been submitted to and approved in writing by the Local Planning Authority. The development shall thereafter be carried out in strict accordance with the protection measures contained within the duly approved scheme throughout the construction period.

Reason: In order to protect existing trees on the site and ensure a satisfactory appearance in the interests of visual amenity in accordance with policies P3, G6 and DM1 of the adopted Rochdale Core Strategy and the National Planning Policy Framework.

Reason for pre-commencement condition: As the development will include site clearance, demolition works, ground works and engineering works an understanding will therefore be necessary of what measures will be put in place to protect the amenity of the natural environment and the area in general, prior to commencement of any works taking place.

15. Notwithstanding the details shown on the approved plans, no development shall take place until full details of both hard and soft landscaping works have been submitted to and approved in writing by the Local Planning Authority. The details shall include the formation of any banks, terraces or other earthworks, hard surfaced areas and materials, planting plans, specifications and schedules (including planting size, species and numbers/densities), existing plants / trees to be retained and a scheme for the timing / phasing of implementation works.

(b) The landscaping works shall be carried out in accordance with the approved scheme for timing / phasing of implementation or within the next planting season following the development hereby permitted being brought into use, whichever is the sooner.

(c) Any trees or shrubs planted or retained in accordance with this condition which are removed, uprooted, destroyed, die or become severely damaged or become seriously diseased within 5 years of planting shall be replaced within the next planting season by trees or shrubs of similar size and species to those originally required to be planted.

Reason: To ensure that the site is satisfactorily landscaped having regard to its location and the nature of the proposed development and in accordance with policies P3, DM1 and G7 of the adopted Rochdale Core Strategy and the National Planning Policy Framework.

Reason for pre-commencement condition: To ensure satisfactory details which will enhance a key development site.

Construction Compliance Conditions

16. No development shall take place until details of the finished site levels of the proposed highway and associated landscaping in relation to existing ground levels relative to previously agreed off-site datum point(s) have been submitted to and approved in writing by the Local Planning Authority. The development shall be undertaken in accordance with the approved details.

Reason: In the interests of amenity and in compliance with policies P3 and DM1 of the adopted Rochdale Core Strategy and the National Planning Policy Framework.

17. No external lighting shall be installed along the link road or anywhere else on the site unless a scheme for such lighting has first been submitted to and approved in writing by the Local Planning Authority. The scheme shall include full details of the location, size, design of luminaires and fittings, the type and power output of light sources with illumination levels, the location and design of any associated equipment. The lighting design for the site should be designed to minimise impacts on bats, which are known to be present on the site. The approved details shall thereafter be fully implemented.

Reason: In the interests of amenity and highway safety in compliance with policies DM1, P3, T2 and G9 of the adopted Rochdale Core Strategy and the National Planning Policy Framework.

18. No development shall take place until a scheme of noise mitigation measures for existing neighbouring residential properties has been submitted to and approved in writing by the Local Planning Authority. The scheme shall include details of the design, appearance, height and siting of the acoustic fencing set out in pages 59-60 of Chapter 15 of the Environmental Statement. All works which form part of the approved scheme shall be completed before the commencement of development and retained thereafter.

Reason: To safeguard the living conditions of existing residents in accordance with Core Strategy Policy G9 and the National Planning Policy Framework.

19. No clearance of trees and shrubs in preparation for (or during the course of) development shall take place during the bird nesting season (March - August inclusive) unless an ecological survey has been submitted to and approved in writing by the Local Planning Authority to establish whether the site is utilised for bird nesting. Should the survey reveal the presence of any nesting species, then no development shall take place during the period specified above unless a mitigation strategy has first been submitted to and approved in writing by the Local Planning Authority which provides for the protection of nesting birds during the period of works on site. The development shall be carried out in accordance with any agreed mitigation strategy.

Reason: In order to prevent disturbance to any nesting birds that may be present in accordance with Policies G6 and G7 of the adopted Rochdale Core Strategy and the National Planning Policy Framework.

SCHEDULE 2 - CONDITIONS RELATING TO THE OUTLINE PLANNING PERMISSION

MAJOR MIXED-USE DEVELOPMENT COMPRISING SUPPORTING RESIDENTIAL USES COMPRISING UP TO 1000 DWELLINGS (CLASS C3); EMPLOYMENT USES (CLASSES B2/B8) COMPRISING UP TO 135,460M2 GROSS INTERNAL AREA(GIA); A NEW PRIMARY SCHOOL (CLASS D1); CLASS A1/A2/A3/A5 USES COMPRISING UP TO 2500M2 GIA WHICH INCLUDES NO MORE THAN 499M2 OF A1 USES; TOGETHER WITH ASSOCIATED LANDSCAPING, OPEN SPACE AND SPORTS PITCHES, DRAINAGE, ECOLOGICAL ENHANCEMENTS, CYCLEWAY AND FOOTPATH LINKAGES, INFRASTRUCTURE AND OTHER WORKS ANCILLARY THERETO. (ALL MATTERS RESERVED FOR FUTURE CONSIDERATION EXCEPT ACCESS)

1. Details of the appearance, landscaping, layout, and scale, (hereinafter called "the reserved matters") in any phase shall be submitted to and approved in writing by the local planning authority before any development in that phase begins and the development shall be carried out as approved.

Reason: The application is granted in outline only under the provisions of Article 5 of the Town and Country Planning (Development Management Procedure) (England) Order 2015 and details of the matters referred to in the condition have not been submitted for consideration.

2. Application for approval of the first reserved matters shall be made to the local planning authority not later than three years from the date of this permission, and application for approval of all remaining reserved matters shall be made within sixteen years from the date of this permission.

Reason: To be imposed pursuant to Section 92 of the Town & Country Planning Act 1990 for those parts of the application submitted for outline permission only, and that the time period reflects the separated, phased development programme.

3. The development hereby permitted shall begin not later than two years from the date of approval of the first of the reserved matters to be approved, and development of any subsequent phase shall begin not later than two years from the date of approval of the reserved matters for that phase.

Reason: To be imposed pursuant to Section 92 of the Town & Country Planning Act 1990 for those parts of the application submitted for outline permission only, and that the time period reflects the separated, phased development programme.

4. The number of dwellings to be constructed on the site shall not exceed 1000.

Reason: To define the quantum of residential development, restricting it to ensure that it constitutes enabling development and accords with the Environmental Statement.

5. The development hereby permitted shall provide no more than 2,500m² of floorspace for uses within Use Classes A1, A2, A3 and A5 of the Town and Country Planning (Use Classes) Order (as amended).

Reason: In the interests of protecting the vitality and viability of town centres in accordance with policies E1, E2 and E3 of the adopted Rochdale Core Strategy and the National Planning Policy Framework.

6. The development hereby permitted shall provide no more than 1250 m² of floorspace (GIA) for use within Use Class A1 of the Town and Country Planning (Use Classes) Order (as amended) of which any convenience goods food store shall not exceed 500m² of floor space (GIA).

Reason: In the interests of protecting the vitality and viability of town centres in accordance with policies E1, E2 and E3 of the adopted Rochdale Core Strategy and the National Planning Policy Framework.

7. The development hereby permitted shall provide no more than 250m² of floor space within the development to be permitted for individual units falling within Use Classes A2, A3 and A5 of the Town and Country Planning (Use Classes) Order (as amended).

Reason: In the interests of protecting the vitality and viability of town centres in accordance with policies E1, E2 and E3 of the adopted Rochdale Core Strategy and the National Planning Policy Framework.

8. The development hereby permitted shall provide no more than 500m² of floorspace (GIA) for use within Use Class A5 of the Town and Country Planning (Use Classes) Order (as amended).

Reason: In the interests of protecting the vitality and viability of town centres in accordance with policies E1, E2 and E3 of the adopted Rochdale Core Strategy and the National Planning Policy Framework.

9. Notwithstanding the provisions of the Town and Country Planning Use (Classes) Order as amended the change of use of the remaining 1250m² of floorspace (GIA) for use within Use Classes A2, A3 and A5 of the Town and Country Planning (Use Classes) Order (as amended) to Use Class A1 shall not be permitted.

Reason: In the interests of protecting the vitality and viability of town centres in accordance with policies E1, E2 and E3 of the adopted Rochdale Core Strategy and the National Planning Policy Framework.

10. The development hereby permitted shall provide no more than 94,819m² of floorspace (GIA) for use within Use Class B8 of the Town and Country Planning (Use Classes) Order (as amended) and no more than 40,637 m² of floorspace (GIA) for use within Use Class B2 of the Town and Country Planning (Use Classes) Order (as amended).

Reason: In the interests of the safe operation of the highway network and in compliance with policies T2 and DM1 of the adopted Rochdale Core Strategy and the National Planning Policy Framework.

11. The development and all reserved matters applications shall accord with the following approved plans and parameters:

Land Use and Height Parameters Plan Drawing No 4846_SP(90)43 Rev N
Illustrative Masterplan Drawing No 4846_SP(9)30/13

Reason: For the avoidance of any doubt and to ensure that the development is carried out in accordance with the approved parameters and specifications.

Precommencement Conditions

12. Prior to the submission of any reserved matters application, a phase related Design Code Framework for the whole of the development shall be submitted to and approved in writing by the local planning authority. The submitted Design Code shall accord with the submitted Addendum to Design and Access Statement, reference Document: 4846 GRA South Heywood DAS Addendum, dated August 2017 and shall include the following details for each phase:

- a) a full and detailed design analysis of the surrounding built form and its key characteristics;
- b) a design approach which reflects and builds on these identified characteristics;
- c) approximate housing numbers, mix and density, identifying development blocks with an indication of building heights;
- d) the location of landmark buildings and key frontages;

- e) the approximate location, number and mix of affordable housing units;
- f) off-street parking arrangements;
- g) landscape treatments;
- h) areas of public open space, totalling 13.5 ha in area, indicating their function, facilities to be provided and their location;
- i) access and circulation including footpaths and cycleways.

Each application for approval reserved matters shall be accompanied by a Design Code Statement outlining how the development of that phase accords with the Design Code Framework for the whole of the development site.

Reason: To ensure a high quality comprehensive design and the proper planning of the area.

Reason for pre-commencement condition: To ensure satisfactory details for that phase or plot appropriate to a development of this significance.

13. Prior to the submission of any reserved matters application a detailed Phasing Plan and Programme for the development shall be submitted to and approved in writing by the local planning authority. The submitted details shall indicate the extent of each phase, the sequence of development, the approximate number of units proposed within each phase and the associated timetable of works, and shall broadly accord with the development layout indicated in the Land Use and Height Parameters Plan Drawing No 4846_SP(90)43 Rev N and the approved Design Code framework. The development shall then be constructed in accordance with the approved Phasing Plan and Programme.

Reason: To ensure satisfactory comprehensive development and proper planning of the area.

Reason for pre-commencement condition: The programming of the development must be agreed before development commences.

14. The submission of any reserved matters application shall include plans showing the finished floor levels of the proposed buildings in relation to the existing and proposed ground levels of the surrounding land. No development shall take place until this submitted plan is approved by the Local Planning Authority and the development shall thereafter be carried out in accordance with the approved plan.

Reason: In the interests of amenity and in compliance with policies P3 and DM1 of the adopted Rochdale Core Strategy and the National Planning Policy Framework.

Reason for pre-commencement: Setting of finished floor levels is an early activity in the construction process and it is in the interest of all stakeholders to ensure that levels are appropriately set and agreed before development commences on site.

15. No development shall take place in any phase of development until an investigation and risk assessment (in addition to any assessment provided with the planning application) has been submitted to and approved in writing by the Local Planning Authority. The assessment shall investigate the nature and extent of any contamination on the site (whether or not it originates on the site). The assessment shall be undertaken by competent persons and a written report of the findings submitted to and approved in writing by the Local Planning Authority before any development takes place. The submitted report shall include:

- i) a survey of the extent, scale and nature of contamination
- ii) an assessment of the potential risks to:
 - human health,
 - property (existing or proposed) including buildings, crops, livestock, pets, woodland, and service lines and pipes,
 - adjoining land,
 - groundwaters and surface waters,
 - ecological systems,

- archaeological sites and ancient monuments;
- iii) where unacceptable risks are identified, an appraisal of remedial options and proposal of the preferred option(s) to form a remediation strategy for the site.

The development shall thereafter be carried out in full accordance with the duly approved remediation strategy and a verification report submitted to and approved in writing by the Local Planning Authority before any of the building(s) hereby approved are first occupied.

Reason: To prevent pollution of the water environment and to ensure the safe development of the site in the interests of the amenity of future occupiers in accordance with Core Strategy Policy G9, saved UDP Policy EM/8, and the National Planning Policy Framework.

Reason for pre-commencement condition: To ensure contamination is appropriately identified and a strategy is in place before works commence on site for the protection of controlled waters and to prevent pollution of the water environment and to ensure the safe development of the site in the interests of the amenity of future occupiers.

16. No development shall take place on any phase of development until the following information has been submitted to and approved in writing by the local planning authority for that particular phase:
- i) The submission of a scheme of intrusive site investigations for the mine entry for approval;
 - ii) The submission of a scheme of intrusive site investigations for the shallow coal workings for approval;
 - iii) A plan detailing the timetable and methods of undertaking of both of the schemes of intrusive site investigations.

In the event that the site investigations confirm the need for remedial works to treat the mine entry and areas of shallow coal mine workings to ensure the safety and stability of the proposed development, the following information should be included with the submission of any reserved matters application:

- i) The submission of a report of findings arising from both of the intrusive site investigations;
- ii) The submission of a layout plan which identifies an appropriate zone of influence for the mine entry on site, and the definition of a suitable 'no-build' zone;
- iii) The submission of a scheme of treatment for the mine entry on site for approval
- iv) The submission of a scheme of remedial works for the shallow coal workings for approval.

The remedial works shall be carried out in accordance with the approved details prior to the commencement of any development on site.

Reason: To address any issues of unstable land and ensure safety and stability of new development in accordance with policies DM1 and G9 of the Adopted Rochdale Core Strategy.

Reason for pre-commencement condition: To ensure the need for any remedial works is appropriately identified and a strategy is in place before works commence on site to ensure the safe development of the site in the interests of the amenity of future occupiers.

17. No development shall take place on any phase of development until the applicant or their agents or successors in title has secured the implementation of a programme of archaeological works for that particular phase. The works are to be undertaken in accordance with a Written Scheme of Investigation (WSI) submitted to and approved in writing by the Local Planning Authority. The WSI shall cover the following:
- a) A phased programme and methodology of investigation and recording to include:
 - a historic building survey
 - archaeological evaluation
 - informed by the above, more detailed targeted excavation (subject of a new WSI)

- b). A programme for post investigation assessment to include:
 - analysis of the site investigation records and finds
 - production of a final report on the significance of the archaeological and historical interest represented.
- c). Dissemination of the results commensurate with their significance.
- d). Provision for archive deposition of the report and records of the site investigation.
- e). Nomination of a competent person or persons/organisation to undertake the works set out within the approved WSI.

Reason: To record and advance understanding of heritage assets impacted on by the development and to make information about the archaeological heritage interest publicly accessible in accordance with the requirements of Core Strategy Policy P2 and the National Planning Policy Framework.

Reason for pre-commencement condition: To ensure the opportunity for archaeological investigation is undertaken as part of pre-commencement works on site in the public interests of recording and advancing understanding of the archaeological heritage of the site.

18. The submission of any reserved matters application should be accompanied by an updated Drainage Strategy for foul and surface water based on sustainable drainage principles. The strategy shall be in accordance with the principles established in Chapter 12 Drainage and Flood Risk of the submitted Environmental Statement and Appendix 12.1 Flood Risk Assessment and Surface Water Management Strategy of the submitted Environmental Statement. The updated Foul and Surface Water Drainage Strategy shall include the following details as a minimum:

- a. the proposed foul connection points to the existing public sewerage infrastructure for the entire site;
- b. no surface water, highway drainage or land drainage shall discharge directly or indirectly into the existing public sewerage systems;
- c. any drainage infrastructure connections (foul and surface water) including the volume of flows between the different phases / development parcels of the development defined by Condition 13.
- d. details and timing for the abandonment and disconnection of existing foul and surface water drainage arrangements from the buildings to be demolished; and
- e. identify any parts of the site where pumping is necessary. Thereafter, the strategy shall minimise the number of pumping stations throughout the site.

The Foul and Surface Water Drainage Strategy shall also include an assessment of the site conditions and the potential for an infiltration solution for that phase in accordance with paragraph 12.88 of the submitted Environmental Statement. Where infiltration is identified as feasible by the site investigations, an infiltration scheme shall be implemented.

Reason: To ensure the appropriate disposal of foul and surface waters and to manage the risk of flooding and pollution in accordance Core Strategy Policy G8, saved UDP policies EM7 and EM/8, the National Planning Policy Framework and as required by United Utilities.

Reason for pre-commencement condition: Drainage is an early activity in the construction process and it is in the interest of all stakeholders to ensure that an acceptable scheme is agreed before development commences on site.

19. No development shall take place within any phase of development until a foul drainage scheme for that phase including full details of any connections to the foul sewer network and any necessary infrastructure has been submitted to and approved in writing by the local planning authority. The details shall include the timing arrangements, storage requirements and rate of discharge for any pumped foul discharge. Foul and surface water shall drain on separate systems. The details for each part or phase must be consistent with the updated Foul and Surface Water Drainage Strategy submitted and approved pursuant to Condition 18 above. No housing or other development shall be occupied for that phase until the approved foul drainage scheme for that phase has been completed in accordance with the approved details.

Reason: To ensure the appropriate disposal of foul waters and to manage the risk of flooding and pollution in accordance Core Strategy Policy G8, saved UDP policies EM7 and EM/8, the National Planning Policy Framework and as required by United Utilities

Reason for pre-commencement condition: Drainage is an early activity in the construction process and it is in the interest of all stakeholders to ensure that an acceptable scheme is agreed before development commences on site.

20. No development shall take place within any phase of development until a surface water drainage scheme for that phase has been submitted to and approved in writing by the local planning authority. The submitted scheme shall include details of a: surface water regulation system and means of disposal for that phase or part phase, based wholly on sustainable drainage principles and the hierarchy of drainage options in the national planning practice guidance with evidence of an assessment of site conditions and an assessment of the potential for infiltration shall be submitted to and approved by the local planning authority in writing. A management and maintenance plan for the lifetime of the development which shall include the arrangements for adoption by any public authority or statutory undertaker and any other arrangements is also required to be submitted.

The details for each part or phase must be consistent with the updated Foul and Surface Water Drainage Strategy submitted and approved pursuant to Condition 18 above. No housing or other development shall be occupied for that phase until the approved surface water drainage scheme for that phase has been completed in accordance with the approved details.

Reason: To ensure the appropriate disposal of surface waters and to manage the risk of flooding and pollution in accordance Core Strategy Policy G8, saved UDP policies EM7 and EM/8, the National Planning Policy Framework and as required by United Utilities.

Reason for pre-commencement condition: Drainage is an early activity in the construction process and it is in the interest of all stakeholders to ensure that an acceptable scheme is agreed before development commences on site.

21. No development shall take place (including any site clearance works) on any phase of development until a Construction Method Statement (CMS), which shall include the following:
- i) the amount of construction vehicles movements and vehicular routes
 - ii) construction delivery hours
 - iii) the parking of vehicles of site operatives and visitors;
 - iv) loading and unloading of plant and materials;
 - v) storage of plant and materials used in constructing the development;
 - vi) the erection and maintenance of security hoarding including decorative displays and facilities for public viewing, where appropriate;
 - vii) wheel washing facilities;
 - viii) measures to control the emission of dust and dirt during construction;
 - ix) a scheme for recycling/disposing of waste resulting from demolition and construction works;
 - x) details of noise reduction measures

- xi) measures for the protection of the natural environment from accidental spillages, dust and debris;
- xii) hours of construction, including deliveries; and
- xiii) measures for protection of the existing water mains and sewers within the site.
- xiv) Details of post construction restoration of public rights of way.

For that particular phase has been submitted to, and approved in writing by the Local Planning Authority. The development shall be carried out in accordance with the approved CMS during the construction period.

Reason: In order to ensure that appropriate measures are put in place to limit noise, nuisance and disturbance to the adjacent premises and users during the construction of the development in accordance with the requirements of Core Strategy Policy G9, and the National Planning Policy Framework.

Reason for pre-commencement condition: As the development will include site clearance, demolition works, ground works and engineering works an understanding will therefore be necessary of what measures will be put in place to protect the amenity of adjacent premises and users, prior to commencement of any works taking place.

22. No development shall take place within any phase of development, including any works of excavation or demolition, until a detailed Construction Traffic Management Plan (CTMP) to include the following:

- Construction operating hours and vehicle delivery hours.
- Location of proposed construction compounds and lay-down areas.
- On-site construction vehicle parking and manoeuvring.
- Staff parking arrangements and details of supporting staff /operative travel management initiatives, including encouraging staff travel outside of the traditional AM & PM 'rush hour' periods.
- Off-site construction HGV routing for each delivery phase.
- Driver incentive / disciplinary procedures to ensure suitable HGV routing.
- Construction HGV haulage route signage strategy.
- Construction vehicle cleansing procedures and details of load sheeting / covered load policy.
- Management and procedures for access by abnormal loads.
- Programmed duration and timing of short term material import / export HGV campaigns.
- Programmed temporary road closure / temporary traffic management works and details of supporting information campaigns as relevant.

For that particular phase has been submitted to, and approved in writing by the Local Planning Authority. The development shall be carried out in accordance with the approved CTPM during the construction period.

Reason: To minimise detrimental effects to the neighbouring amenities, the amenities of the area in general, detriment to the natural environment through the risks of pollution and dangers to highway safety, during the construction phase in accordance with Policies DM1, P3, T2, G8 and G9 of the adopted Rochdale Core Strategy and the National Planning Policy Framework.

Reason for pre-commencement condition: As the development will generate a number of vehicular movements an understanding will therefore be necessary of what measures will be put in place to protect the amenity of adjacent premises and users, prior to commencement of any works taking place.

23. No development shall take place on any phase of the development (including demolition, ground works, vegetation clearance) until a construction environmental management plan (CEMP: biodiversity) for that particular phase has been submitted to and approved in writing by the Local Planning Authority. The CEMP (Biodiversity) for each phase shall include the following:

- i) Identification of "biodiversity protection zones".

- ii) Practical measures (both physical measures and sensitive working practices) to avoid or reduce impacts during construction (may be provided as a set of method statements)
- iii) The location and timing of sensitive works to avoid harm to biodiversity features.
- iv) The times during construction when specialist ecologists may need to be present on site to oversee works.
- v) Responsible persons and lines of communication.
- vi) Use of protective fences, exclusion barriers and warning signs.

The approved CEMP for each phase shall be adhered to and implemented throughout the construction period strictly in accordance with the approved details, unless otherwise agreed in writing by the Local Planning Authority.

Reason: To minimise detrimental effects to the neighbouring amenities, the amenities of the area in general, detriment to the natural environment during the construction phase in accordance with Policies DM1, P2 and P3 of the adopted Rochdale Core Strategy and the National Planning Policy Framework.

Reason for pre-commencement condition: As the development will include site clearance, demolition works, ground works and engineering works an understanding will therefore be necessary of what measures will be put in place to protect the amenity of the natural environment and the area in general, prior to commencement of any works taking place.

24. No development shall take place on any phase of development until a scheme of noise mitigation measures has been submitted to and approved in writing by the Local Planning Authority, demonstrating that all residential units within that particular phase of development shall achieve the following internal and external noise levels:

- 35 dB(A) Leq (16 hour) in the bedrooms between the daytime hours 7 am and 11pm to protect daytime resting;
- 30 dB(A) Leq (8 hour) in the bedrooms between the night-time hours of 11pm and 7am;
- 35 dB(A) Leq (16 hour) in the living room/s between the daytime hours of 7 am and 11pm;
- 40 dB(A) Leq (16 hour) in any dining rooms during daytime hours;
- Noise in external amenity areas shall aim to achieve the guideline values given in BS8233:2014 and ProPG or the lowest practicable levels in accordance with BS8233:2014 and ProPG; to a maximum of 58 dB(A),
- Maximum instantaneous sound levels should not exceed 45 dB(A) L_{max,fast} measured in bedrooms more than 10 times per night; and
- Any sound associated with existing and/or proposed industrial/commercial premises shall not result in the predicted Rating Level exceeding the existing typical Background Sound Level at the closest existing or proposed receptors (LA,r = LA90).

All works which form part of the approved scheme shall be completed before the residential units within that phase are occupied and retained thereafter.

Reason: To safeguard the living conditions of future residents in accordance with Core Strategy Policy G9 and the National Planning Policy Framework.

Reason for pre-commencement condition: Design and provision of adequate protection for future residential occupiers is fundamental to good design practice and it is necessary to understand the performance of a future phase or plot prior to its construction.

25. No development shall take place on any phase of development until a Landscape and Habitat Creation and Management plan (LHCM) for that particular phase has been submitted to, and be approved in writing by, the local planning authority. The content of the LHCM shall include the following.

- a) Description and evaluation of features to be created and/or managed
- b) Ecological trends and constraints on site that might influence management
- c) Aims and objectives of management
- d) Appropriate management options for achieving aims and objectives
- e) Prescriptions for management actions
- f) Preparation of a work schedule (including an annual work plan capable of being rolled forward over a five-year period)
- g) Details of the body or organization responsible for implementation of the plan
- h) Ongoing monitoring and remedial measures

The LHCM should set out how net gain in biodiversity (**habitat enhancement**) will be achieved on the site and include details of the legal and funding mechanism(s) by which the long-term implementation of the plan will be secured by the developer with the management body(ies) responsible for its delivery. The Plan should also set out (where the results from monitoring show that conservation aims and objectives of the Plan are not being met) how contingencies and/or remedial action will be identified, agreed and implemented so that the development still delivers the fully functioning biodiversity objectives of the originally approved scheme. The approved Plan should be implemented in accordance with the approved details

Reason: To ensure the protection of wildlife and supporting habitat and to secure opportunities for the enhancement of the nature conservation value of the site in accordance with Core Strategy Policies G6 and G7 and the National Planning Policy Framework

Reason for pre-commencement condition: To ensure satisfactory details for that phase or plot which will enhance nature conservation value

- 26 No development shall take place on any phase of development, until a scheme of works, which shall include a detailed method statement, for the control and disposal of the invasive plant species and Japanese Knotweed, within that particular phase, has been submitted to and approved in writing by the Local Planning Authority. The agreed scheme of works and method statement shall be implemented in full throughout the course of the development.

Reason: To secure the satisfactory disposal of this invasive species of plant, which under the terms of the Wildlife & Countryside Act 1981, as amended, it is an offence to be caused to spread in the wild, in accordance with the general principles of Policy G6 of the adopted Rochdale Core Strategy

- 27 No development shall take place on any phase of development until a further Arboricultural Impact Assessment report detailing the impact on the trees within and adjacent to the site relating to that particular phase of development has been submitted to and approved by the Local Planning Authority. The assessment shall include a scheme of tree and hedgerow protection measures in accordance with BS 5837 2012 'Trees in Relation to Design, Demolition and Construction' incorporating both above and below ground measures to be implemented during the construction period has been submitted to and approved in writing by the Local Planning Authority. The development shall thereafter be carried out in strict accordance with the protection measures contained within the duly approved scheme throughout the construction period.

Reason: In order to protect existing trees on the site and ensure a satisfactory appearance in the interests of visual amenity in accordance with policies P3, G6 and DM1 of the adopted Rochdale Core Strategy and the National Planning Policy Framework.

Reason for pre-commencement condition: As the development will include site clearance, demolition works, ground works and engineering works an understanding will therefore be necessary of what measures will be put in place to protect the amenity of the natural environment and the area in general, prior to commencement of any works taking place.

28. No development shall take place until details of the means of ensuring the water mains within the site boundary are protected from consequential damage during the construction and operational life of the development have been submitted to and approved in writing by the Local Planning Authority. The development shall be implemented in accordance with the approved details.

Reason: In the interest of public health and to ensure protection of the public water supply, and as required by United Utilities.

Reason for pre-commencement condition: To ensure the public water supply is appropriately identified and a strategy is in place before works commence on site to ensure the safe development of the site in the interests of the amenity of future occupiers.

29. No development shall take place in any phase which includes the proposed playing fields until.

- a. A detailed assessment of ground conditions of the land proposed for the new/retained/replacement playing field land shall be undertaken (including drainage and topography) to identify constraints which could affect playing field quality; and
- b. Based on the results of this assessment to be carried out pursuant to (a) above of this condition, a detailed scheme to ensure that the playing fields will be provided to an acceptable quality (including appropriate drainage where necessary) shall be submitted to and approved in writing by the Local Planning Authority after consultation with Sport England.

The works shall be carried out in accordance with the approved scheme within a timescale to be first approved in writing by the Local Planning Authority after consultation with Sport England.

Reason: To ensure the provision of an adequate quality playing field and improved sports facilities in accordance with policies G6 and C8 of the adopted Rochdale Core Strategy and the National Planning Policy Framework.

Reason for pre-commencement condition: To ensure satisfactory details for that phase or plot which will provide adequate facilities for the proposed development.

30. No development shall take place on any phase of development that is to be accessed off Manchester Road until the details of the associated highway access scheme for that particular phase have been submitted to and approved in writing by the Local Planning Authority. No buildings in that phase of development shall be occupied until the associated access junction has been constructed in accordance with the approved details.

Reason: To ensure the safety of highway users in accordance with Policies DM1 and T2 of the adopted Rochdale Core Strategy.

Reason for pre-commencement condition: To ensure satisfactory details appropriate to the construction of a development of this significance.

31. Notwithstanding the access junction arrangements hereby approved, any submitted reserved matters application that contains over 200 residential units or includes the primary access to the proposed school or local centre, shall be accompanied by details of updated capacity testing of the access arrangements. No development shall take place on that phase of development until these details are approved by the Local Planning Authority. The development shall thereafter be carried out in accordance with the approved details.

Reason: To ensure highway safety, and to limit the effects of the increase in travel movements in accordance with Policy DM1, and T1 and T2 of the adopted Rochdale Core Strategy.

Reason for pre-commencement condition: To ensure satisfactory details appropriate to the construction of a development of this significance.

32. No development shall take place in the phase of the development that will include the 151st residential unit until the details of a junction improvement scheme at the Pilsworth Road/Moss Hall Lane East junction has been submitted to and approved in writing by the Local Planning Authority. The approved scheme shall be implemented in accordance with the approved junction improvement scheme before the occupation of the 151st residential unit.

Reason: To ensure highway safety and to limit the effects of the increase in travel movements in accordance with Policy DM1, and T1 and T2 of the Adopted Rochdale Core Strategy.

Reason for pre-commencement condition: To ensure satisfactory details appropriate to the construction of a development of this significance.

33. The submission of any reserved matters application should be accompanied by subsidiary Full Travel Plan(s) (FTP) for each phase of development. The FTP must be submitted to and approved in writing by the Local Planning Authority, and shall be implemented and reviewed in accordance with the timetable set out in the Framework Travel Plan. The FTP shall then be implemented as approved.

Reason: To provide for sustainable travel and to limit the effects of the increase in travel movements in accordance with Policies T1 and T2 of Rochdale Core Strategy.

Reason for pre-commencement condition: To ensure satisfactory details appropriate to the construction of a development of this significance.

34. No development shall take place within any phase of development until details of all external lighting relevant to that phase has been submitted to and approved in writing by the local planning authority. The lighting shall be installed, operated and maintained in accordance with the approved details.

Reason: In the interests of amenity and highway safety in compliance with policies DM1, P3, T2 and G9 of the adopted Rochdale Core Strategy and the National Planning Policy Framework.

Reason for pre-commencement condition: Design and provision of adequate protection for road users and future residential occupiers is fundamental to good design practice and it is necessary to understand the performance of a future phase or plot prior to its construction.

35. The submission of any reserved matters application, where layout is to be considered, should be accompanied by a full Crime Impact Statement, which appraises the design and layout of the developed proposals for each phase or part phase. Each full Crime Impact Statement shall incorporate the recommendations contained within section 3.3 and section 4 of the appendices, of the submitted Crime Impact Statement dated (31/08/2017 – URN:2017/0359/CIS/01). The development shall thereafter be constructed in accordance with the approved details.

Reason: For the avoidance of doubt and in the interests of public safety and security in accordance with Core Strategy Policy P3, and the National Planning Policy Framework.

Reason for pre-commencement condition: Design and provision of adequate protection for future residential occupiers is fundamental to good design practice and it is necessary to understand the performance of a future phase or plot prior to its construction.

Construction Compliance Conditions

36. No drainage system for the infiltration of surface water drainage into the ground where contamination has been identified is permitted other than with the express written consent of the local planning authority, which may be given for those parts of the site where it has been demonstrated that there is no resultant unacceptable risk to

controlled waters. The development shall be carried out in accordance with the approval details.

Reason: To prevent pollution of the water environment and to ensure the safe development of the site in the interests of the amenity of future occupiers in accordance with Core Strategy Policy G9, saved UDP Policy EM/8, and the National Planning Policy Framework.

37. Other than for the 30 dwelling units shown on plot A and 30 dwelling units shown on plot B of the submitted plan SP(90)58E (at a housing density not exceeding 40 dwelling units per hectare) No dwellings shall be located within the middle zone of the high pressure gas pipeline unless a scheme to reduce the risks from the pipeline has been submitted to and approved in writing by the Local Planning Authority in consultation with HSE and Cadent Gas Ltd. Subsequently the development shall be implemented in accordance with the approved details and retained thereafter.

Reason: To ensure health and safety and the protection of the public in accordance with policies DM1 and G9 of the Adopted Rochdale Core Strategy.

38. No clearance of trees and shrubs in preparation for (or during the course of) development shall take place during the bird nesting season (March - August inclusive) unless an ecological survey has been submitted to and approved in writing by the Local Planning Authority to establish whether the site is utilised for bird nesting. Should the survey reveal the presence of any nesting species, then no development shall take place during the period specified above unless a mitigation strategy has first been submitted to and approved in writing by the Local Planning Authority which provides for the protection of nesting birds during the period of works on site. The development shall be carried out in accordance with any agreed mitigation strategy.

Reason: In order to prevent disturbance to any nesting birds that may be present in accordance with Policies G6 and G7 of the adopted Rochdale Core Strategy and the National Planning Policy Framework.

39. The playing field hereby permitted shall be used for outdoor sport and for no other purpose (including without limitation any other purpose in Class D2 Use Classes Order 2005, or in any provision equivalent to that Class in any statutory instrument revoking and re-enacting that Order with or without modification).

Reason: To ensure the provision of improved sports facilities in accordance with policies G6 and C8 of the adopted Rochdale Core Strategy and the National Planning Policy Framework.

40. Prior to first use of the playing pitches and ancillary facilities a community use scheme has been submitted to and approved in writing by the Local Planning Authority, after consultation with Sport England. The scheme shall apply to all pitches, changing rooms and car parking and shall include details of pricing policy, hours of use, access by non-members, management responsibilities, a mechanism for review and a programme for implementation. The approved scheme shall be implemented upon the start of use of the development and shall be complied with for the duration of the use of the development.

Reason: To ensure community access to the sports facilities hereby approved in accordance with policies G6 and C8 of the adopted Rochdale Core Strategy and the National Planning Policy Framework.

41. The development shall be carried out in accordance with the Framework of actions' in Chapter 7 of the Employment and Training Statement dated August 2017 and prepared by Russell Homes, which aims to promote training and employment opportunities during the construction phase for local people.

Reason: In the interests of promoting economic and training opportunities in accordance with Core Strategy Policy E3 and the National Planning Policy Framework.

- 42 All buildings approved in any reserved matters application for use within Use Class B8 and B2 of the Town and Country Planning (Use Classes) order (as amended) shall achieve Excellent rating under BREEAM (or any such equivalent national measure of sustainable building which replaces that scheme). The building/s shall not be brought into use until a final Certificate has been issued certifying that a BREEAM (or any such equivalent national measure of sustainable building which replaces that scheme) rating of Excellent has been achieved by the development and a copy of the Certificate has been provided to the local planning authority

Where the BREEAM requirement is not achieved, a scheme to offset the development's impact on the global environment shall have been submitted to and approved in writing by the Local Planning Authority before any building/s or that part of the building/s under construction is first occupied. The approved scheme shall thereafter be fully implemented before the relevant building is occupied.

Reason: to support sustainable development objectives in accordance with Core Strategy Policy G9, and the National Planning Policy Framework

Procedure Statement:

The Local Planning Authority worked positively and proactively with the applicant to identify various solutions during the application process. The development did not accord with the development plan however very special circumstances were demonstrated to outweigh the harm that would arise. Amendments were incorporated into the scheme and/or have been secured by planning condition. The Local Planning Authority has therefore implemented the requirement in Paragraphs 186-187 of the NPPF.

Date Decision Issued



Signed on behalf of the Council

IMPORTANT

PLEASE ENSURE THAT YOU HAVE READ AND FULLY UNDERSTOOD THE CONTENTS OF THIS DECISION NOTICE. YOUR ATTENTION IS DRAWN TO THE ATTACHED NOTES.

INFORMATIVE:

The Local Planning Authority's reasons for its decision are set out in the accompanying officer's report.

INFORMATIVE:

The applicant is reminded of the need to submit and obtain formal approval of those details required by the conditions of this planning permission before development may lawfully commence on the site. The formal discharge of a planning condition is currently subject to payment of an additional fee per request of £116.00.

INFORMATIVE:

The proposed development lies within a coal mining area which may contain unrecorded mining related hazards. If any coal mining feature is encountered during development, this should be reported to The Coal Authority. Any intrusive activities which disturb or enter any coal seams, coal mine workings or coal mine entries (shafts and adits) requires the prior written permission of The Coal Authority. Property specific summary information on coal mining can be obtained from The Coal Authority Property Search Service on 0845 762 6848 or at www.groundstability.com.

INFORMATIVE:

The applicant is advised that the supply and delivery of refuse containers (including all wheelie bins and food waste caddies) for residential developments is chargeable and the responsibility for these charges rests with the applicant/developer. The cost is based on a variable rate per property depending on the property size and number of bedrooms but as an indication, the

present charge for a suite of three 240l recycling bins and one 240l refuse bin is £144 per residence. Please contact environmental.management@rochdale.gov.uk for a quotation for your development.

SCHEDULE 7

Terms applicable to the construction of Link Road Phase 2 between the Developer and the Council as local highway authority pursuant to Sections 38 and 278 of the 1980 Act

These obligations and terms relating to the construction of the Link Road Phase 2 are all conditional on the Council having obtained a fixed tender price for the Link Road Phase 1 Works and notified the Developer thereof and the Developer has given its written acceptance of the price to the Council before the Works commence.

- (A) The Developer and the Owner have requested that after the Link Road Phase 2 has been completed and maintained, the Local Highway Authority shall adopt it as a highway maintainable at the public expense, which the Developer has agreed to do on the terms and conditions of this agreement.
- (B) The Developer has agreed to carry out the Works on the terms and conditions of this agreement.

AGREED TERMS

1. Interpretation

1.1 The definitions and rules of interpretation in this clause apply in this agreement.

CDM Regulations: the Construction (Design and Management) Regulations 2015.

Client: the client as defined by the CDM Regulations.

CRC: the emissions trading scheme as defined in article 2(1) of the Carbon Reduction Commitment Order 2013.

CRC Costs: any costs, charges, fees, penalties or any other liability attributable to the participation by the Developer in the CRC and relating to the energy consumption of the Street Furniture.

Default Cost: all of the following:

- (a) the cost of carrying out the Default Work;
- (b) the cost of maintaining the Works for the Maintenance Period; and
- (c) the usual establishment charges of the Local Highway Authority.

Developer: Russell Homes (UK) Limited.

Drawing: the Drawing numbered [NUMBER] or any replacement drawing agreed by the Council and the Developer.

Estimated Cost: the sum which, in the opinion of the Proper Officer, is the cost of carrying out the Works within the period specified in clause 2.1(e).

Final Certificate: the certificate to be issued on satisfactory completion of the Works under clause 12.

Head of Legal Services: the officer of the Local Highway Authority holding that appointment for the time being or such suitably qualified person as may from time to time be nominated.

Health and Safety File: the health and safety file as required by the CDM Regulations.

[Land: the freehold land being part of the land at Collop Gate Farm, Manchester Road, Heywood registered at HM Land Registry with absolute title under title number GM522523.]

Maintenance Period: the maintenance period specified in clause 11.1(a).

Part 1 Certificate the certificate to be issued under clause 8 on satisfactory completion of the Part 1 Works.

Part 1 Works the works set out in this Schedule 8.

Part 2 Certificate the certificate to be issued under clause 9 on satisfactory completion of the Part 2 Works.

Part 2 Works the works set out in this Schedule 8.

Proper Officer any officer of the Local Highway Authority for the time being appointed for the purposes of this agreement.

- Road** the carriageway and footway of the private road shown on the Drawing, including:
- (a) any off-site highway drainage shown on the Drawings;
 - (b) the footpaths, street lighting, all verges, service strips, service margins, vehicular crossings, road surface water drainage system (if any); and
 - (c) all other ancillary items.

and **Roads** shall mean more than one of them.

Road Land the freehold estate in the land comprising the Road.

Sewer Adoption Agreement an agreement made under section 104 of the Water Industry Act 1991.

Specification the publication entitled "Rochdale Metropolitan Borough Council Specification Part 1 Roads Sewers and Associated Works Part 2 Standard Details".

Statutory Undertaker a statutory undertaker, as defined in section 329(1) of the Highways Act 1980 and including:

- (a) persons authorised under any enactment to carry on an undertaking for the supply of electricity, gas, water and any sewerage undertaking;
- (b) the Environment Agency;
- (c) a holder of a licence to operate telecommunication systems;
- (d) the Civil Aviation Authority; and
- (e) the holder of a licence to supply cable television.

Street Furniture objects and pieces of equipment installed for various purposes on the carriageway and footway of the private road including street lighting, traffic lights and traffic signs.

VAT value added tax chargeable under the Value Added Tax Act 1994 or any similar replacement tax and any similar additional tax.

Working Day a day (other than a Saturday, Sunday or public holiday in England when banks in London are open for business).

Works the Part 1 Works and the Part 2 Works to construct the Link Road Phase 2 in accordance with the Drawing and the Specification and including such additional or varied works as shall to be agreed by the Council and the Developer.

- 1.2 Clause, Schedule and paragraph headings shall not affect the interpretation of this agreement.
- 1.3 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 The Schedules form part of this agreement and shall have effect as if set out in full in the body of this agreement. Any reference to this agreement includes the Schedules.
- 1.5 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.

- 1.6 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.7 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.8 A reference to any party shall include that party's personal representatives, successors or permitted assigns.
- 1.9 A reference to a statute or statutory provision is a reference to it as [amended, extended or re-enacted from time to time provided that, as between the parties, no such amendment, extension or re-enactment shall apply for the purposes of this agreement to the extent that it would impose any new or extended obligation, liability or restriction on, or otherwise adversely affect the rights of, any party.
- 1.10 A reference to a statute or statutory provision shall include any subordinate legislation made as at the date of this agreement under that statute or statutory provision.
- 1.11 A reference to writing or written does not include faxes or e-mail.
- 1.12 References to clauses and schedules are to the clauses and schedules of this agreement; references to paragraphs are to paragraphs of the relevant schedule.
- 1.13 An obligation in this agreement on a person not to do something includes an obligation not to agree or allow that thing to be done.
- 1.14 Any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 1.15 This agreement is made under section 38 of the Highways Act 1980, section 111 of the Local Government Act 1972 and any other enabling powers of the Local Highway Authority.

2. Developer's obligations

- 2.1 The Developer shall use its reasonable endeavours to carry out and complete the Works:
- (a) in a good and workmanlike manner;
 - (b) using only good quality materials approved by the Proper Officer;
 - (c) in accordance with this agreement, the Specification and the Drawing;
 - (d) to the Proper Officer's reasonable satisfaction; and
 - (e) in compliance with all relevant British Standards, codes of practice and good building practice; and
 - (f) within twenty-four calendar months following the date of this Agreement.
- 2.2 Save as provided for in clause 11.3 the Developer shall maintain the Road until the date of issue of the Final Certificate.

3. Developer's Declaration

The Developer declares and warrants that throughout the duration of this agreement the Developer has or will have full right, liberty and consent to carry out such works as may be necessary to connect the Road to a highway that is, or will be, maintainable at the public expense.

4. Extension of time to complete the Works

- 4.1 Without prejudice to any remedy of the Local Highway Authority, the Proper Officer may at any time, exercising absolute discretion grant an extension of time to complete the Works for a further period.
- 4.2 If, by any impediment, prevention or default, whether by act or omission by the Local Highway Authority (except to the extent caused or contributed to by any default, whether by act or omission of the Developer), the Local Highway Authority delays the carrying out and completion of the Works or the Developer's obligations under clause 11, the Proper Officer shall grant an extension of time to complete the Works or the Developer's obligations under clause 11 for a further period or periods. Such extension shall be commensurate with the delay suffered by the Developer that was caused by such impediment, prevention or default.

5. Suspension of the Works

- 5.1 If the Developer intends to suspend construction of the Works for a period of more than five Working Days, the Developer shall notify the Proper Officer in writing of:
- (a) the intended suspension not less than five Working Days before the start of the suspension; and
 - (b) the Developer's intention to re-commence construction of the Works not less than five Working Days before such re-commencement.

6. Access to the land

- 6.1 During construction of the Works, the Owner and the Developer shall give to the Proper Officer and any other Local Highway Authority officer free access to every part of the Works and Land for the purpose of inspecting the Works and all materials used, or intended to be used, for the Works.
- 6.2 While carrying out any inspection under clause 6.1, the Proper Officer and any other Local Highway Authority officer shall comply with any reasonable health and safety requirements notified to them by the Developer.

7. Procedure for inspection and issue of certificates

- 7.1 The Developer must apply to the Proper Officer in writing for a
- (a) Part 1 Certificate;
 - (b) Part 2 Certificate; and
 - (c) Final Certificate.
- 7.2 Within 10 Working Days following receipt of a written application from the Developer for the issue of a Part 1 Certificate, Part 2 Certificate or Final Certificate the Proper Officer shall:
- (a) inspect the Works to which the application relates; and
 - (b) provide the Developer and the Developer (where necessary) with a definitive written list of any works required to be carried out to remedy any defect or damage to the Road before the issue of that certificate.
- 7.3 The Developer must carry out the works referred to in clause 7.2(b) without delay.
- 7.4 The works referred to in clause 7.2(b) shall be subject to the same inspection procedure detailed in this clause 7 until such time as the works have been completed to the satisfaction of the Proper Officer.

- 7.5 The Proper Officer shall issue the relevant certificate in accordance with clause 8, clause 9 or clause 12.

8. Part 1 Certificate

Within 20 Working Days following completion of the Part 1 Works to the satisfaction of the Proper Officer, the Proper Officer shall issue the Part 1 Certificate to the Developer.

9. Part 2 Certificate

Within 20 Working Days following completion of the Part 2 Works to the satisfaction of the Proper Officer, the Proper Officer shall issue the Part 2 Certificate to the Developer provided that the maintenance period of any sewer constructed on or under the Road in accordance with a Sewer Adoption Agreement is currently running or has expired.

10. Certificates for part or parts of the Road

- 10.1 The Developer can apply to the Proper Officer for a Part 1 Certificate or a Part 2 Certificate for any part of the Road (being the whole width of the Road between specified points to be agreed by the Proper Officer and defined in the application)
- 10.2 If the Proper Officer is satisfied that the part of the Road defined is suitable to be treated as a separate road for the purposes of construction and adoption under this agreement, the Proper Officer may issue a separate Part 1 Certificate or Part 2 Certificate, as the case may be, for that part of the Road.
- 10.3 The same procedures may then be taken in respect of the said part of the Road as if it were the subject of a separate agreement under which the terms of this agreement applied, but without affecting the application of this agreement to the remainder of the Road.

11. The Maintenance Period

- 11.1 From and including the date of the Part 2 Certificate:
- (a) the Maintenance Period shall commence to run for a period of twelve calendar months or, if construction vehicles continue to travel along the Road, such longer period as the Proper Officer may reasonably determine; and
 - (b) the Road shall become a highway open for use by the public at large, but shall not be regarded as a highway maintainable at the public expense.
- 11.2 During the Maintenance Period, the Developer shall, to the satisfaction of the Proper Officer:
- (a) maintain the Works, including all grassed and planted areas, and carry out routine maintenance of the Road, including sweeping, gully emptying and snow clearance; and
 - (b) clear all abandoned vehicles, rubbish, or other unauthorised materials from the Road.
- 11.3 During the Maintenance Period the Developer shall:
- (a) undertake routine maintenance of all Street Furniture; and
 - (b) be responsible for the supply of energy and all associated costs including for the avoidance of doubt any CRC Costs for all the Street Furniture.
- 11.4 Before the Maintenance Period expires, the Developer shall, without delay, reinstate and make good any defect or damage to the Road, which may have arisen from any cause or be discovered, during the Maintenance Period (including any defect in, or damage to, the road

surface water drainage system) of which the Developer has been notified in writing by the Proper Officer, so that the Works comply with the Specification and the Drawing.

12. Final Certificate

The Proper Officer shall issue the Final Certificate to the Developer provided that:

- (a) all amounts due to the Local Highway Authority under this agreement have been paid;
- (b) any necessary reinstatement or other works have been completed to the satisfaction of the Proper Officer;
- (c) the Road connects directly to a highway maintainable at public expense;
- (d) the Developer has delivered to the Proper Officer each of the following:
 - (i) *one set of coloured drawings showing to a scale of 1:500 the Works as constructed, in a format specified by the Proper Officer;*
 - (ii) *a copy of the Health and Safety File; and*
 - (iii) *highways inventory data in a format specified by the Proper Officer.*
- (e) that any sewers constructed on or under the Road, in accordance with a Sewer Adoption Agreement, have been adopted by a Statutory Undertaker;
- (f) that all necessary deeds of easement under clause 18 have been obtained and delivered to the Local Highway Authority;
- (g) that an independent safety auditor, approved by the Local Highway Authority, has undertaken road safety audit stages 1, 2, 3 and 4 (**Road Safety Audits**) on the Works in accordance with H.D 19/15 (Road safety audit volume 5: design manual for roads and bridges); and
- (h) that all the remedial works identified in the Road Safety Audits have been carried out to the reasonable satisfaction of the Proper Officer.

13. Adoption

From and including the date of issue of the Final Certificate, the Road or any part of the Road, as the case may be, shall become a highway maintainable at the public expense and the Owner and the Developer shall have no further liability under this Agreement in respect of the S38 Works to which the Final Certificate relates.

14. Materials sampling and testing

- 14.1 The Developer shall, if requested by the Proper Officer, make all necessary arrangements for an independent accredited testing facility, approved by the Local Highway Authority, to test the materials proposed to be used in connection with the Works and give to the Proper Officer copies of all material testing certificates.
- 14.2 Any material rejected by the Proper Officer acting reasonably, as a result of the tests carried out under clause 14.1 shall not be used by the Developer for any of the Works.

15. New Roads and Street Works Act 1991

Until the date of issue of the Final Certificate, the Developer shall:

- (a) appoint a supervisor qualified in accordance with the provisions of section 67 of the New Roads and Street Works Act 1991; and
- (b) remain the street manager of the Road under section 49(4) of the New Roads and Street Works Act 1991.

16. Keeping the existing highway clean

The Developer shall:

- (a) before commencing the Works provide suitable vehicle and wheel cleaning apparatus on the Land; and
- (b) during construction of the Works ensure the cleaning apparatus is well maintained and used by all vehicles immediately before leaving the Land to prevent mud and other materials being deposited on the highway.

17. Connecting to existing services

17.1 Before connecting the Road to the carriageway of a highway maintainable at the public expense, the Developer shall give notice to the relevant Statutory Undertaker of any service or services laid in, on, or under the existing highway of the proposal to make such connection as if the connection were works for road purposes or major highway works as defined in section 86 of the New Roads and Street Works Act 1991.

17.2 The Developer shall:

- (a) carry out any works or measures required by a Statutory Undertaker as a result of the Works; and
- (b) indemnify the Local Highway Authority for the cost of any works or measures carried out, as a result of the Works, by the Local Highway Authority at the request of the Statutory Undertaker.

18. Grant of easements

18.1 Before the Proper Officer issues a Final Certificate, the Owner and/or the Developer shall, execute and complete or procure the execution and completion of:

- (a) any deeds of easement that are in the opinion of the Local Highway Authority necessary to secure for the Local Highway Authority full drainage rights to such parts of the surface water drainage system of the Road Land that are not within the Road Land; and
- (b) any other deeds of easement required for the future maintenance by the Local Highway Authority of any street furniture not within the Road Land.

18.2 The Local Highway Authority shall not be liable for the payment of compensation or legal or any other costs or fees arising on account of the completion of any deeds of easement referred to in clause 18.1 or due to the subsequent use of the easement.

19. CDM Regulations

19.1 The Developer and the Developer agree that, to the extent that the Local Highway Authority may be a Client for the purposes of the CDM Regulations, the Developer is to be treated as the only Client in respect of the Works for the purposes of the CDM Regulations.

19.2 The Developer agrees to undertake all the obligations of a Client and to use its best endeavours to ensure that the Works are carried out in accordance with the CDM Regulations.

19.3 Before commencement of the Works, the Developer shall ensure that the Works are properly notified to the Health and Safety Executive in accordance with the CDM Regulations and shall give the Local Highway Authority a copy of the notification and any acknowledgement from the Health and Safety Executive.

- 19.4 The Developer shall ensure that the Health and Safety File is maintained correctly and is available for inspection in accordance with the CDM Regulations.
- 19.5 The Developer warrants it has taken or shall take all reasonable steps to be satisfied that all contractors engaged on the Works are suitable and competent having regard to their responsibilities in relation to the Works and the CDM Regulations.

20. Local Highway Authority's covenants

The Local Highway Authority covenants that on the issue of the Final Certificate to give such notices and do whatever else may be required for securing that the Road or any part thereof, as the case may be, shall become a highway maintainable at public expense.

21. Specification to take precedence

If there is any conflict between the Specification and the Drawings, the Specification shall take precedence unless otherwise agreed in writing by the Proper Officer.

22. Making up of private streets

If the Developer fails to perform any of its obligations under this agreement, nothing in this agreement shall prevent or restrict the Local Highway Authority from exercising its powers under the Private Street Works Code contained in Part XI of the Highways Act 1980 or any other statutory provision.

23. Indemnities

- 23.1 The Developer shall indemnify the Owner and the Developer in respect of any actions, charges, claims, costs, losses, damages, demands, liabilities and proceedings arising out of any breach or non-observance of the Developer's obligations in this agreement including (but not limited to):
- (a) third party claims for death, personal injury or damage to property;
 - (b) statutory or other liability for the safety or security of the Land, working methods, employment practices, protection of the environment and control of pollution; and
 - (c) third party claims for unlawful interference with any rights of light, air, support, water, drainage or any other easement or right.

24. Insurance

From and including the date of completion of this agreement until the date of issue of the Final Certificate, the Developer shall maintain public liability insurance in the Developer's own name to cover claims for injury to or death of any person or loss or damage to any real or personal property for an indemnity of not less than £10,000,000.00 (£10M) for any one occurrence or series of occurrences arising out of the same event.

25. Default events

The Local Highway Authority may terminate this agreement (except for clause 1, clause 3, clause 7, clause 18, clauses 20 and 21, and clauses 28-35) immediately by written notice to the Developer without prejudice to any other rights the Local Highway Authority may have, if any of the following events occur: -

- (a) the Developer is in fundamental breach of any of its conditions, stipulations or obligations and liabilities in this agreement; or

- (b) the Developer is in substantial breach of any of its conditions, stipulations or obligations and liabilities in this agreement and has failed to rectify the breach within a reasonable time after receiving notice to rectify from the Head of Legal Services; or
- (c) where the Developer is a corporation:
 - (i) *has an administrative receiver or receiver appointed over the whole or part of the Developer's assets or suffers the appointment of an administrator; or*
 - (ii) *any step is taken in connection with any voluntary arrangement or any other compromise or arrangement for the benefit of any creditors of the Developer; or*
 - (iii) *an application is made for an administration order in relation to the Developer; or*
 - (iv) *in relation to the Developer, the appointment of an administrator, the filing of documents with the court for the appointment of an administrator or the giving of notice of intention to appoint an administrator by the Developer or its directors, or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986); or*
 - (v) *a receiver or manager is appointed in relation to any property or income of the Developer; or*
 - (vi) *a liquidator is appointed in respect of the Developer; or*
 - (vii) *a voluntary winding-up of the Developer is commenced, except a winding-up for the purpose of amalgamation or reconstruction of a solvent company in respect of which a statutory declaration of solvency has been filed with the Registrar of Companies; or*
 - (viii) *a petition is made for a winding-up order for the Developer; or*
 - (ix) *the Developer is struck-off from the Register of Companies; or*
 - (x) *the Developer otherwise ceases to exist; or*

26. Local Highway Authority's power to execute works in default

- 26.1 Without affecting clause 2 and clause 25, if the Developer fails to carry out or complete the Works in accordance with the Developer's obligations under this agreement, the Local Highway Authority, after giving to the Developer not less than 20 Working Days written notice, shall be entitled to carry out or complete the Works in default, using the Local Highway Authority's own employees, or by contractors or otherwise and to recover from the Developer the cost of carrying out or completing the Works as certified by the Proper Officer.
- 26.2 The Local Highway Authority and the Local Highway Authority's agents, contractors and employees shall have full right and licence to enter onto and remain on the Land together with all machinery plant and materials in order to carry out or complete the Works and remedy any defects or damage to the Road pursuant to clause 26.1.

27. Disputes

If any dispute arises out of this agreement, the dispute shall be referred to an arbitrator appointed jointly by the parties. If the parties cannot agree on the arbitrator's identity the arbitrator shall be appointed on either party's request by the President for the time being of the Institution of Civil Engineers. The arbitrator shall act in accordance with the Arbitration Act 1996 and the costs of the arbitration shall be payable by the parties in the proportions determined by the arbitrator (or if the arbitrator makes no direction, then equally).

28. Assignment

This agreement is not assignable without the prior agreement of the Local Highway Authority and the Developer

29. Local land charges register

As soon as practicable, following the date of completion of this agreement, the Local Highway Authority shall enter this agreement and its terms and conditions in the local land charges register.

30. Severance

30.1 If any court or competent authority finds that any provision of this agreement (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this agreement shall not be affected.

30.2 If any invalid, unenforceable or illegal provision of this agreement would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable and, to the greatest extent possible, achieves the parties' original commercial intention.

31. Notices

31.1 Any notice or other communication required to be given under this agreement, shall be in writing and shall be delivered personally, or sent by pre-paid first class post or recorded delivery or by commercial courier, to each party required to receive the notice or communication at its address as set out below:

(a) Local Highway Authority: the Assistant Director, Legal, Governance & Workforce, Property Team, First Floor, Brook House, Oldham Road, Middleton, Manchester M24 1AY and Service Director, Highways & Engineering Service, Number One Riverside, Smith Street, Rochdale, OL16 1XU;

(b) Developer: Russell Homes (UK) Limited, 13 Westpoint Enterprise Park, Clarence Avenue, Trafford Park, Manchester M17 1QS;

or as otherwise specified by the relevant party by notice in writing to each other party.

31.2 Any notice or other communication shall be deemed to have been duly received:

- (a) if delivered personally, when left at the address and for the contact referred to in this clause;
- (b) if sent by pre-paid first class post or recorded delivery, at 9.00am on the second Working Day after posting, or
- (c) if delivered by commercial courier, on the date and at the time that the courier's delivery receipts is signed.

31.3 A notice or other communication required to be given under this agreement shall not be validly given if sent by e-mail or fax.

31.4 The provisions of this clause 31 shall not apply to the service of any proceedings or other documents in any legal action.

32. Third party rights

No person other than a party to this agreement, and their respective successors and permitted assigns, shall have any rights to enforce any term of this agreement.

33. Governing Law

This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

Link Road Phase 2: Part 1 Works

- All highway drainage.
- All other drainage contained within the Road.
- All kerb foundations and where appropriate, kerbs including lowering at vehicle crossings, pram-ramps, sub-base and base course surfacing to pedestrian way.
- Carriageway sub-base, road base, vehicle crossings and any supporting structures to the same.
- Carriageway base course surfacing and all vehicle crossings where appropriate.
- Demarcation of sight lines and clearance of vision splays.
- Operational street lighting.
- Temporary street name plates.

Link Road Phase 2: Part 2 Works

- All outstanding kerbing not completed as part of the Part 1 Works.
- Pedestrian ways and cycle ways.
- Carriageway wearing course and carriageway base course including (where appropriate) speed restraint measures.
- Vision splays, verges and service strips.
- All outstanding street lighting and street furniture.
- Street name plates.
- Road markings and traffic signs.
- All other works described in the Specification and shown in the Drawings.

SCHEDULE 8
Form of Link Road Payment Certificate

Rochdale Borough Council ("the Council") of PO Box 15, Number One, Riverside, Smith Street, Rochdale OL16 1XU hereby gives notice to Russell Homes (UK) Limited pursuant to a section 106 Town and Country Planning Act 1980 obligation dated [] and a section 111 Local Government Act 1972 agreement dated [] that it has received the following payments towards the costs of the Link Road as defined in those agreements:

- (1) from Greater Manchester Combined Authority £10.3m (ten million three hundred thousand pounds);
- (2) from Highways England £1.75m (one million seven hundred and fifty thousand pounds).

The Council confirms to Russell Homes (UK) Limited that it will apply all these monies to the construction of the Link Road.

.....
Signed (duly authorised officer of the Council)

Dated:

SCHEDULE 9

Link Road Land Notice of Dedication

DATED

2018

- (1) **[THE OWNER]**
- (2) **[THE COUNCIL]**

DEED OF DEDICATION

Pursuant to section 38 of the Highways Act 1980
relating to land at [INSERT]

THIS AGREEMENT is made the

day of

2018

BETWEEN

3. [INSERT] ("the Owner")

AND

4. [INSERT] ("the Council")

WHEREAS:

(10) The Owner is the proprietor of the in the Land; and

(11) The Owner has agreed to give up and dedicate the Land to the public as a highway subject to the Council agreeing to undertake the maintenance of the Land under section 38(3) and 38(6) of the Highways Act so that on the execution of this Agreement the Land will become a highway maintainable at the public expense under of the Highways Act

NOW THIS DEED WITNESSETH as follows:-

5. **INTERPRETATION**

5.1 In this Deed the following terms shall have the meanings given to them:-

"Highways Act"	Highways Act 1980;
"the Land"	all that land adjoining the Highway known as [INSERT DESCRIPTION] all of which is shown hatched [YELLOW] on the Plan
"Plan"	The plan annexed to this Agreement and numbered [INSERT REFERENCE]
"the Retained Land"	all that land at which is registered at H. M Land Registry under Title No. [INSERT] and which is shown edged red on the Plan

6. **DEDICATION**

6.1 The Owner hereby gives up and dedicates to the public the Land to the intent that from the date of this Agreement the Land shall be added to and form part of the public highway.

6.2 The Council and the Owner agree that nothing in this Agreement shall be construed as affecting or interfering with the ownership of the sub-soil of the Land (except so much of the sub-soil of the Land as is required to support the highway) which shall still form part of the Retained Property subject to the statutory powers of the Council as highway authority.

6.3 The Council shall at all times have the right of support from the Retained Land including the sub-soil beneath the Land and from any buildings or structures adjacent to or below the Land.

6.4 The Owner shall at its own expense repair upkeep and waterproof the Retained Land including the sub-soil beneath the Land and any buildings or structures adjacent to or below the Land.

6.5 The Council undertakes to maintain the Land as a highway at the public expense from the date of this Agreement.

7. **RETAINED LAND**

7.1 The parties to this Agreement hereby agree and declare that any outgoing matter or thing whatsoever which immediately prior to the execution of this Agreement was charged upon the Retained Land and the Land or any part thereof shall now be charged exclusively upon the Retained Land.

8. **REGISTRATION**

- 8.1 The Owner shall at its own expense take such steps as may be necessary for the proper registration of a note of this Agreement on the Title Number of the Retained Property at H.M Land Registry.

IN WITNESS whereof the Parties hereto have executed this Agreement as a Deed the day and year first above written

EXECUTED as a **DEED**

by []

acting by:

.....
Director

.....
Director/Secretary

THE COMMON SEAL of

[] **COUNCIL**

was hereunto affixed in the

presence of:

.....
Authorised signatory

SCHEDULE 10

BOND RELATING TO LINK ROAD PHASE 2 WORKS

**RUSSELL HOMES (UK) LIMITED
ROCHDALE BOROUGH COUNCIL
[BONDSMAN]**

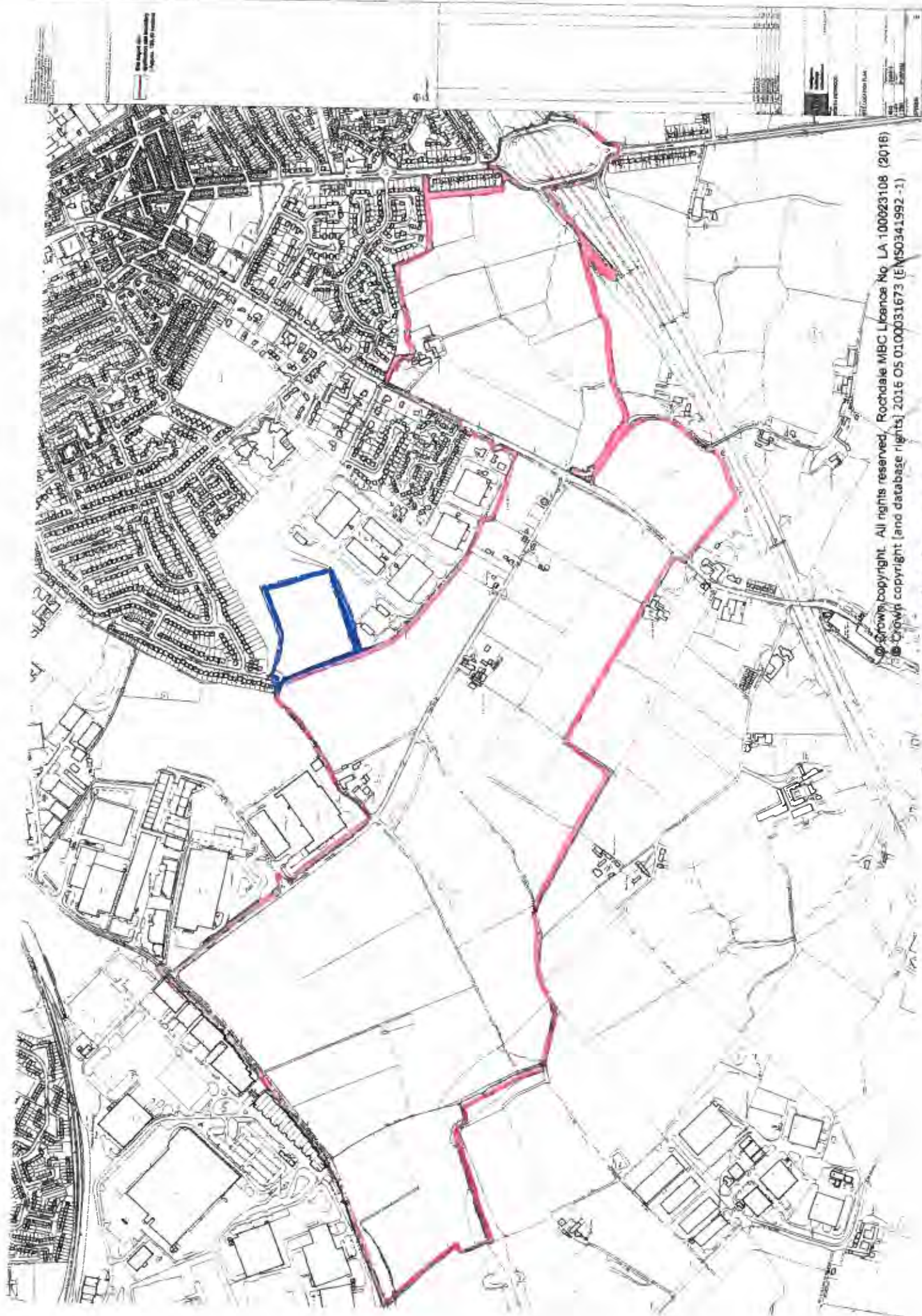
1. Bondsman's obligations

- (a) If the Developer at any time fails to perform or observe any of the conditions stipulations or obligations on his part contained in Schedule 8 up to the issue of the Final Certificate or if a receiving order in bankruptcy is made in respect of the Developer's estate or if the Developer is being wound up or if the Developer enters into a composition or scheme of arrangement (otherwise than for the purpose of reconstruction or amalgamation) the Authorised Officer may without prejudice to any statutory rights or powers or any other right claim or remedy under this Agreement send to the Bondsman notice in writing (hereinafter referred to as the "default notice"):
- (i) specifying the work (hereinafter referred to as the "default work") to be carried out in order that the Works may be executed out or completed as the case may be in accordance with this Agreement; and
 - (ii) containing an estimate by the Authorised Officer of the cost of carrying out the default work and of the cost of maintaining the Works for a period of twelve months prior to the Road becoming maintainable at the public expense and also a statement of the amount of the usual establishment charges of the Council (together hereinafter referred to as the "default cost") which cost -
 - (1) shall not exceed the sum of [] (£[])
being the Estimated Cost
 - (2) shall not exceed the sum of [] (£[])
on and after the issue of the Part 1 Certificate
 - (3) shall not exceed the sum of [] (£[])
on and after the issue of the Part 2 Certificate
- (b) Within twenty-eight days after the Bondsman has received the default notice the Bondsman shall -
- (i) pay the default cost to the Council; or
 - (ii) send to the Council notice in writing (hereinafter referred to as the "Bondsman's counter notice") of the intention of the Bondsman to carry out the default work
- (c) If the Bondsman having sent the Bondsman's counter notice to the Council fails to start the default work within fifty-six days after the Bondsman received the default notice the Bondsman shall forthwith pay the default cost to the Council
- (d) If the Bondsman having sent the Bondsman's counter notice to the Council starts the default work and the said work is not completed within four months after the Bondsman's counter notice was received by the Council or within such further period as may be agreed by the Council the Bondsman shall subject to sub-clause (e) forthwith on demand by the Authorised Officer pay to the Council such sum as the Authorised Officer may determine as being the cost of carrying out any default work not carried out by the Bondsman or the cost of maintaining the Works for the period of twelve months prior to the Road becoming maintainable at the public expense as may be the case (or as being the cost of both) and also pay to the Council the amount determined by the Authorised Officer as being the amount of the appropriate usual establishment charges of the Council.
- (e) The sum payable shall not exceed the default cost and the covenant in shall apply with respect to such sum and on the issue of the Final Certificate the Bondsman shall be released from all liability hereunder
- (f) For the purposes of this Agreement a demand stated to be made hereunder and signed or purportedly signed on behalf of the Council shall be conclusive as to the

Bondsman's obligation to pay the amount demanded and there shall be no obligation or duty whatsoever on the Bondsman to consider the alternative set out above.

APPENDIX 1

Plan 1 – Site



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Section 106 Agreement No. 0.2.1.1.1

APPENDIX 2
Plan 2 – Link Road

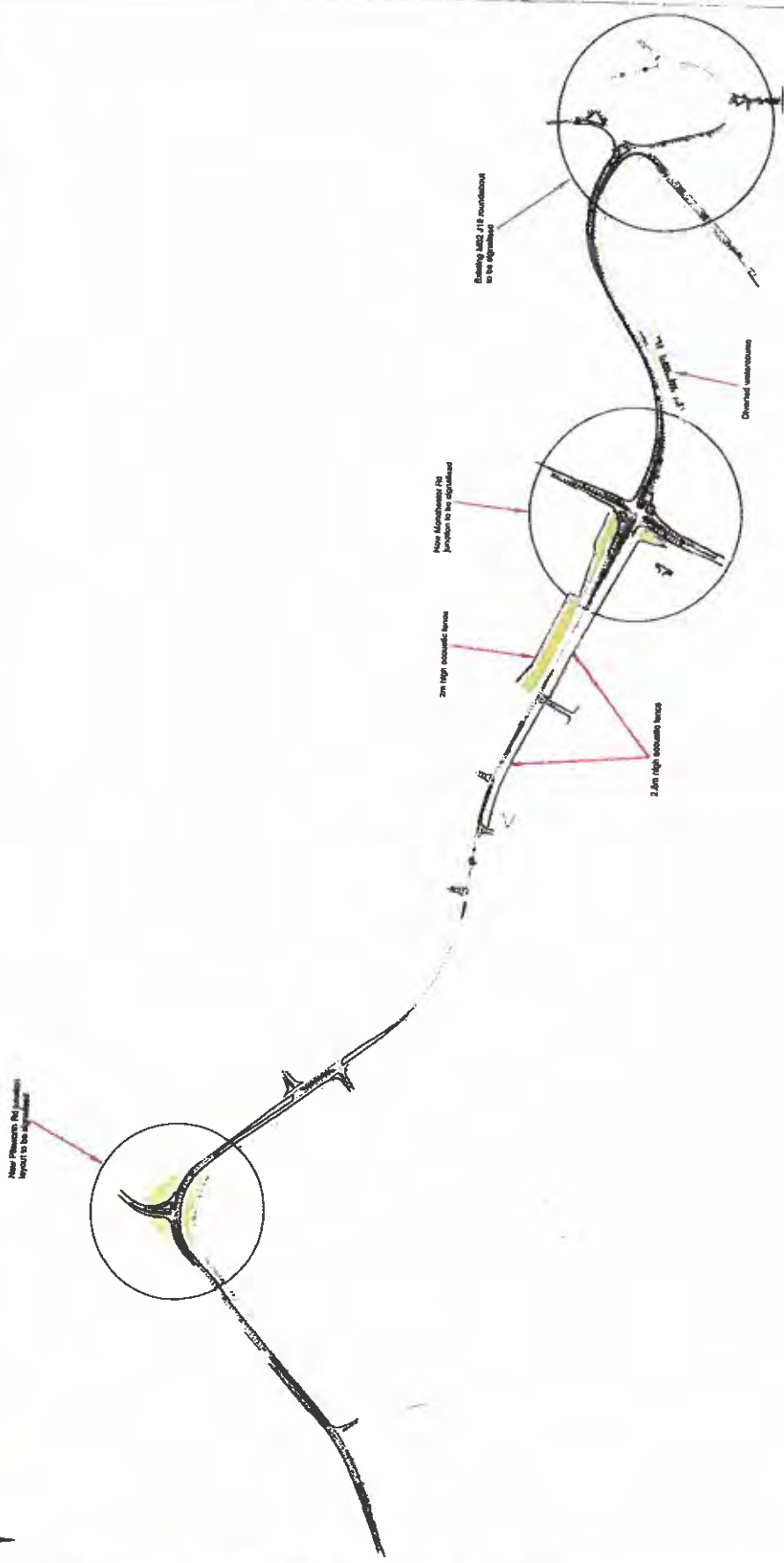
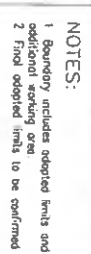


FIGURE TA13a

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APPENDIX 3
Plan 3 – Link Road Dedication Plan

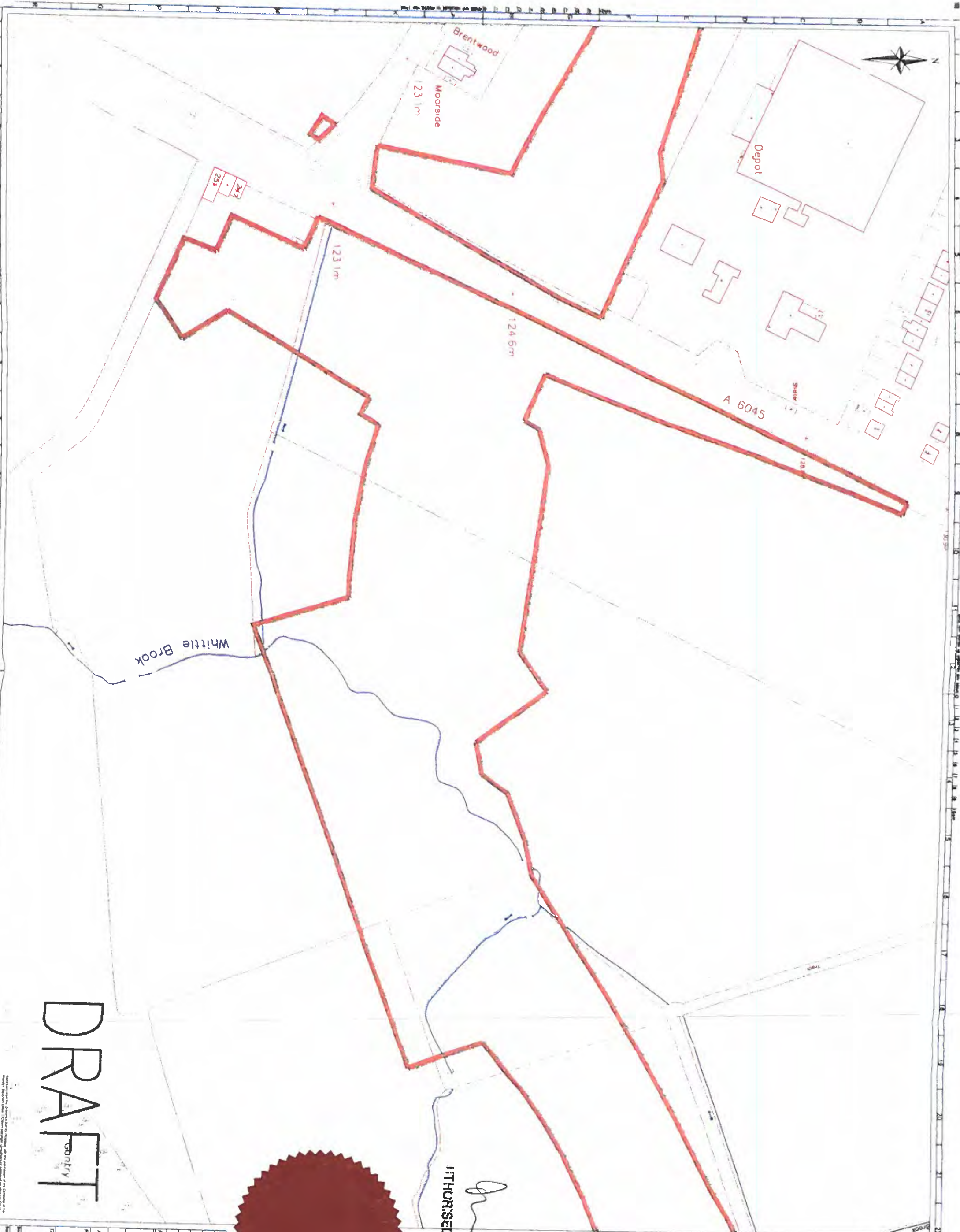


AUTHORISED SIGNATORY

DRAFT

[illegible]

NOTES
1. Boundary indicates adopted limits and
adoption working limits.
2. Road adopted limits to be confirmed.

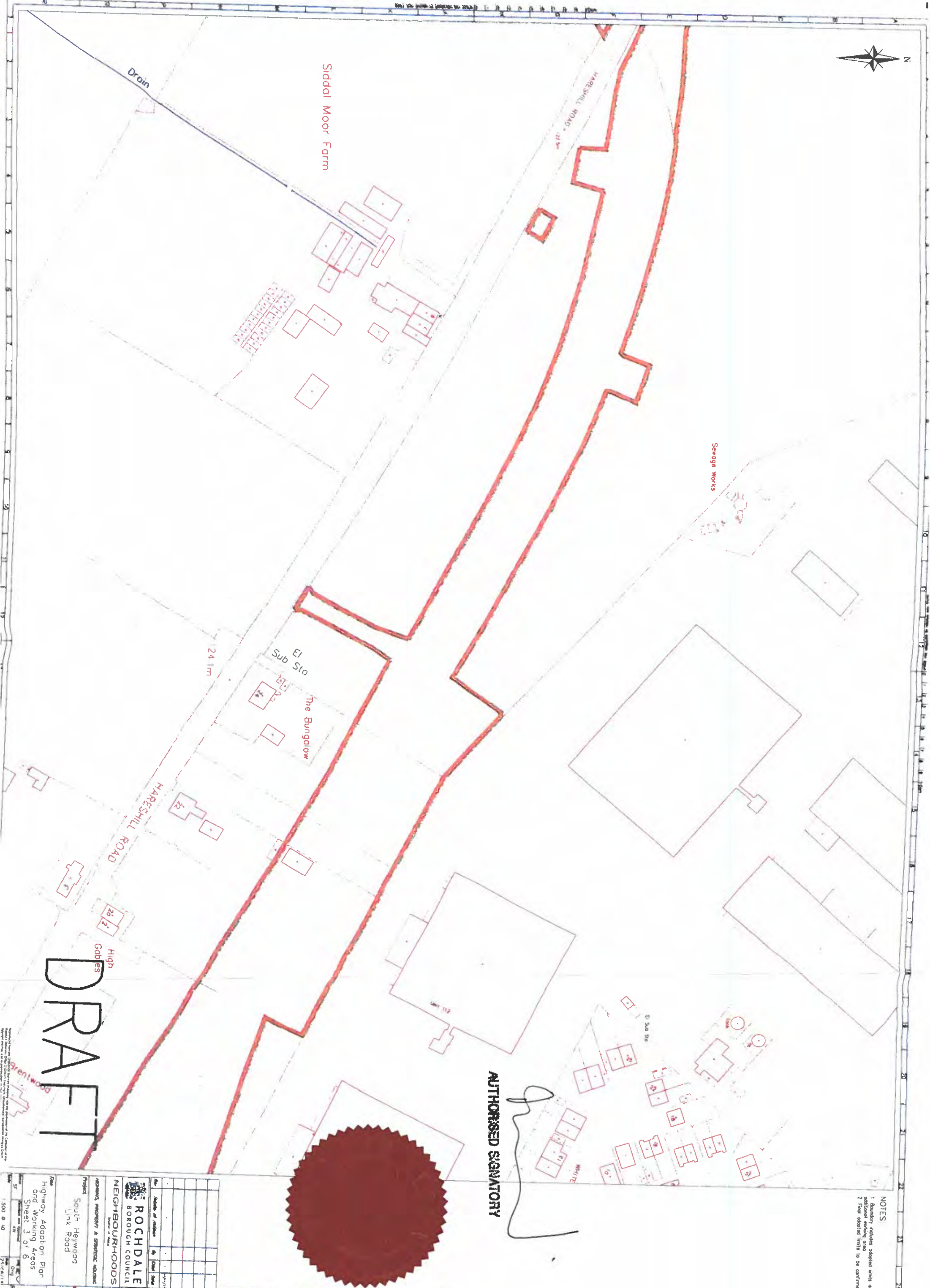


AUTHORISED SIGNATORY



DRAFT

Title		Project		NEIGHBOURHOODS		ROCHDALE BOROUGH COUNCIL	
Highway Adoption Plan and Working Areas Sheet 2 of 6		South Heywood Link Road		NEIGHBOURHOODS		ROCHDALE BOROUGH COUNCIL	
Scale 1:500		Date 23/09/18		Authorised Signatory		Date	
1:500		23/09/18		[Signature]		23/09/18	



AUTHORISED SIGNATORY

[Handwritten signature]

NOTES
1. Boundary includes adopted limits and additional working areas
2. Final adopted limits to be confirmed

DRAFT

ROCHDALE
BOROUGH COUNCIL

NEIGHBOURHOODS

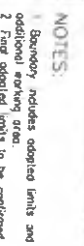
ROCHDALE, PRESTON & STRATFORD NEIGHBOURHOODS

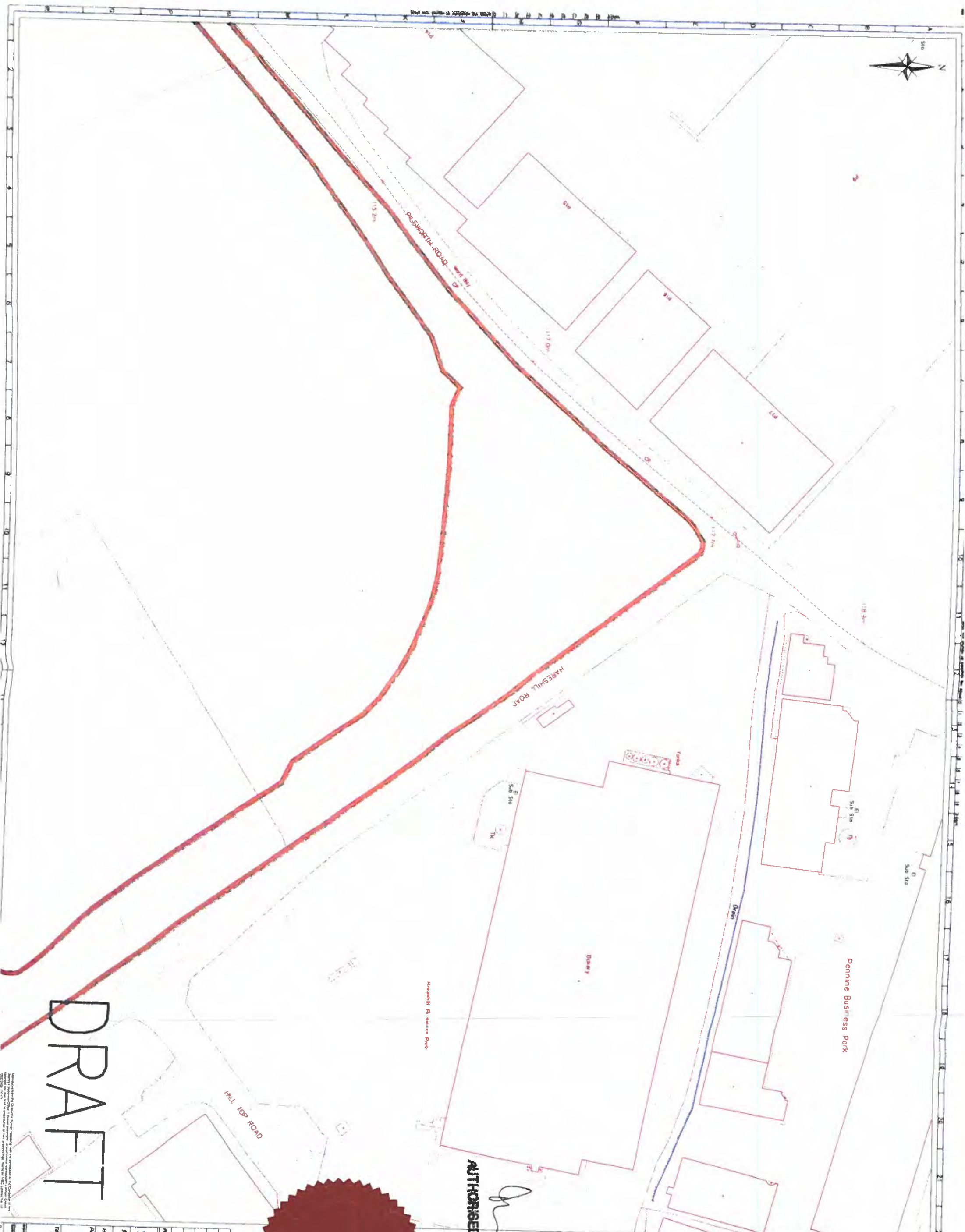
Project: South Heywood Link Road

Scale: 1:500 @ A0

Sheet: 3 of 6

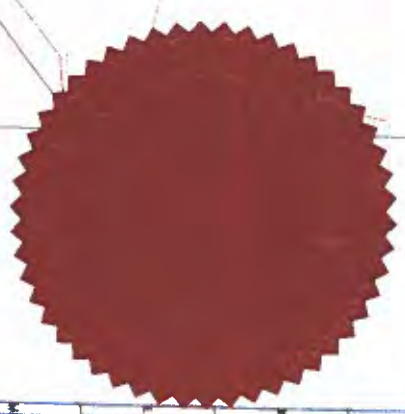
Date	Drawn by	Checked by	Approved by

[illegible]



NOTES
1. Boundary reflects adopted limits and additional existing limits.
2. Final adopted limits to be confirmed.

AUTHORISED SIGNATORY

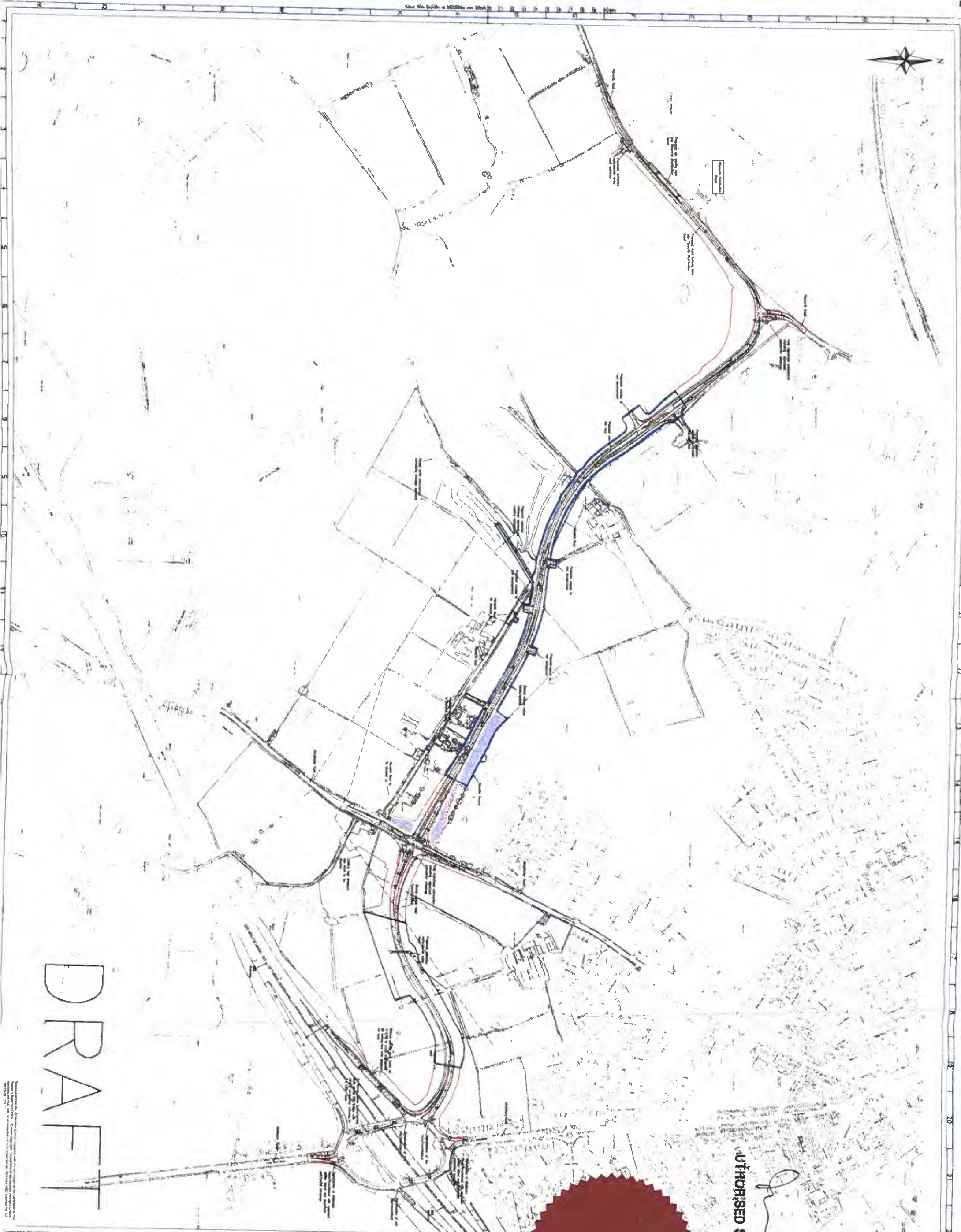


DRAFT

ROCHDALE BOROUGH COUNCIL	
NEIGHBOURHOODS	
PROJECT: South Heywood Link Road	
DRAWN: Highway Adoption Plan and Working Areas	
SHEET: 5 of 5	
DATE: 13/08/18	
SCALE: 1:500	
BY: [Signature]	
CHECKED: [Signature]	
DATE: 13/08/18	



Scale 1:1000 or nearest



DRAFT

UNOFFICIAL SIGNATURE

KEY
Pink 1
Pink 2

NOTES

ROCHDALE BOROUGH COUNCIL	
NEIGHBOURHOODS	
Project: South Heywood Link Road	
Phasing Plan	
Scale: 1:2500	Date: 23/05/18



Heywood Distribution
Park

PL SWORTH ROAD

PL SWORTH ROAD

DRAFT

AUTHORISED SIGNATORY



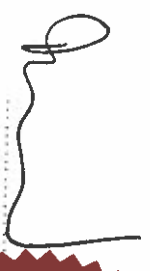
NOTES:
1. Boundary includes adopted limits and additional working area
2. Road adopted limits to be confirmed

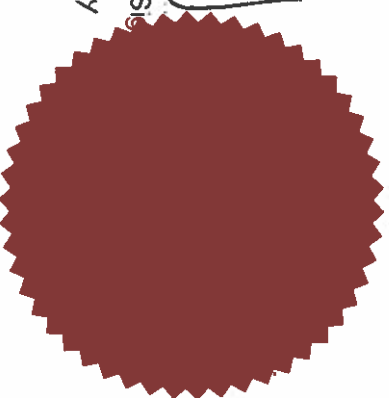
Title		Highway Adoption Plan and Working Areas
Sheet		6 of 6
Project		South Heywood Link Road
Neighbourhoods		NEIGHBOURHOODS
Rochdale Borough Council		ROCHDALE BOROUGH COUNCIL
Authorised Signatory		Authorised Signatory
Date		25/08/18
Scale		1:500
Drawing No.		20

The parties have executed this Agreement as a deed and it is delivered on the date set out above.

EXECUTED as a DEED
by affixing the Common Seal of
THE ROCHDALE BOROUGH COUNCIL
in the presence of:




Authorised Signatory



EXECUTED as a DEED
by **RUSSELL HOMES (UK) LIMITED**
acting by a Director and its Secretary

Director

Director/Secretary

EXECUTED as a DEED by
MARY ANNE HASE
in the presence of:

Name:

Address:

Signature:

EXECUTED as a DEED by
CLIVE DEREK BEER
in the presence of:

Name:

Address:

Signature:

EXECUTED as a DEED
by **P CASEY INVIRO LIMITED**
acting by a Director and its Secretary

Director

Director/Secretary

EXECUTED as a DEED by
DIANE LEATHER
in the presence of

Name:

Address:

.....

.....

Signature:

EXECUTED as a DEED by
BARBARA DYKINS
in the presence of

Name:

Address:

.....

.....

Signature:

EXECUTED as a DEED by
GLENIS FLITCROFT-GREEN
in the presence of

Name:

Address:

.....

.....

Signature:

EXECUTED as a DEED by
JOHN FLITCROFT
in the presence of

Name:

Address:

.....

.....

Signature:

EXECUTED as a DEED by
ALAN POOLE
in the presence of

Name:

Address:

.....

.....

Signature:

EXECUTED as a DEED by
LILIAN JAYNE POOLE
in the presence of

Name:

Address:

Signature:

EXECUTED as a DEED by
RONALD BARRIE PROCTOR
in the presence of

Name:

Address:

Signature:

EXECUTED as a DEED by
PETER GEORGE CORDWELL
in the presence of

Name:

Address:

Signature:

ATTACHMENT F

JLL Executive Summaries (Reserved Matters Applications)

Financial Viability Assessment.

Phase 6 of Land at South Heywood, Rochdale

Prepared for Russell Homes (UK) Limited
Report date: 4 March 2021

Important Notice to all readers of this report

Unless you are the Client named within this report, or have been explicitly identified by us as a party to whom we owe a duty of care and who is entitled to rely on this report, Knight Frank LLP does not owe or assume any duty of care to you in respect of the contents of this report and you are not entitled to rely upon it.

**Locally expert,
globally connected.**

Russell Homes (UK) Limited

For the attention of Mr Thomas Relph

Email: trelph@russellhomes.com

Tel: +44 161 868 4326

Our ref: I:1092236

Date of issue: 04 March 2021

Dear Sirs

Financial Viability Assessment – Phase 6 of Land at South Heywood, Rochdale

Further to your instructions, we are pleased to provide our updated Financial Viability Assessment, in respect of the above site. If you have any queries regarding this report, please let us know as soon as possible.

Signed for and on behalf of Knight Frank LLP



Chris Harrison MRICS

RICS Registered Valuer

Associate, Residential Development & Investment,

Valuation & Advisory

chris.harrison@knightfrank.com

T +44 161 833 7732

M +44 7736 464 608

1 Masden Steet, Manchester, M2 1HW

T +44 161 820 1856

knightfrank.co.uk

Knight Frank LLP is a limited liability partnership registered in England with registered number OC305934.
Our registered office is 55 Baker Street, London, W1U 8AN where you may look at a list of members' names.

Executive summary

In line with the RICS Professional Statement 'Financial Viability in Planning- Conduct and Reporting (1st Edition 2019), we provide below an executive summary showing the results of the Financial Viability Assessment (FVA).

This Executive summary is a brief overview of our FVA and must not be relied upon in isolation. It is intended to be read in conjunction with the whole report and is subject to any assumptions, caveats and comments stated within the body of this report.

Address	Phase 6 of Land at South Heywood, Rochdale.
Location	The site is located in the metropolitan borough of Rochdale, to the north of junction 19 of the M62. Manchester City Centre is situated approximately 8 miles to the south east of the subject. The subject phase is situated on the corner of Hareshill Road and Manchester Road in a semi-rural location.
Site Description	The subject forms one element of the wider South Heywood masterplan. The subject comprises largely greenfield agricultural land which extends over two parcels either side of Hareshill Road. There are a small number of houses fronting Hareshill Road, with the subject land extending beyond the demise of these houses. The site is irregular in shape and the topography gently undulates. According to the proposed layout, the aggregated area of the 2 land parcels is 7.1 acres.
Tenure	Assumed Freehold
Proposed Scheme	The subject comprises a proposed phase of 64 residential dwellings. This Financial Viability Assessment (FVA) is to accompany the reserved matters application for phase 6 of the wide South Heywood masterplan. The masterplan benefits from approval of a hybrid masterplan which incorporates a full approval for a new 2.2km link road from Junction 19 of the M62 motorway to the employment areas off Pilsworth Road. The other part of the application is outline approval for the development of new employment, residential, ancillary retail, and community uses – a new primary school, playing fields, parks and open space – across the 130-hectare site. This includes 1.45million sq ft of commercial space, and up to 1,000 new homes. The proposed development is to form one part of this wider masterplan.
Planning History	The site forms part of the South Heywood masterplan, identified in Rochdale Borough Council's draft allocations plan under ref: AL/HOU/01 Consent for the hybrid application was granted subject to conditions (16/01399/HYBR) in March 2020 as;

	<i>“Part full/part outline planning application for the development of land at South Heywood, including the demolition of a number of existing on-site buildings and structures. Full consent sought for the construction of a new link road between Junction 19 of the M62 and Pilsworth Road, the widening of part of Pilsworth Road, together with associated junction improvements, landscaping, lighting and other works including the importation of material and engineering works in order to construct the link road. Outline consent (with all matters reserved for future approval except access) sought for a major mixed-use development comprising supporting residential uses comprising up to 1000 dwellings (Class C3); employment uses (Classes B2/B8) comprising up to 135,460m2 Gross Internal Area(GIA); a new primary school (Class D1); Class A1/A2/A3/A5 uses comprising up to 2500m2 GIA which includes no more than 499m2 of A1 uses; together with associated landscaping, open space and sports pitches, drainage, ecological enhancements, cycleway and footpath linkages, infrastructure and other works ancillary thereto. (Application accompanied by an Environmental Statement)”</i> Further non-material amendments and application is discharge conditions have been made to the LPA.
Planning Policy Requirements	Under policy CS4 of Rochdale’s Core Strategy, dated October 2016, 15% affordable homes should be provided on all residential developments of 15 or more dwellings. The 15% provision should represent a contribution to affordable housing of 7.5% of the development sales value of the overall scheme. This assumes a discount to market value of 50% of OMV based on a split affordable tenure between shared ownership dwellings and social rent. A range of site specific and area wide infrastructure requirements are identified and agreed between the LPA and the developer, Russell Homes. These are to be secured by way of a s106 agreement, with any shared infrastructure costs proportionately shared between other phases of development. To date, we understand S.106 contributions are being sought for the following: • Bus Services • Sports Provision • Highways and transportation; • Public Open Space; • Education Provision Rochdale Borough Council have elected not to implement a CIL Charging Schedule within the borough therefore there are no further statutory sums being sought as part of the proposed development
Economic Viability Assessment	The purpose of this FVA is to assess the level of affordable housing provision that can be supported by the proposed development, taking into consideration all development costs

of the proposed scheme and the value of the proposed development upon scheme completion.

In preparing this FVA we have had regard to the RICS Professional Statement 'Financial Viability in Planning- Conduct and Reporting (1st Edition 2019).

Our FVA has been prepared using Argus Developer, a commercially available appraisal software. In preparing our appraisal we have used robust market evidence, indicative infrastructure costs from Russell Homes and well-established market development inputs.

We have had regard to the Cushman and Wakefield (C&W) viability assessment dated November 2016 and addendum report dated August 2017 which informed the viability of the original hybrid application. Where appropriate, we have sought to mirror the appraisal inputs for consistency and to provide context to those inputs where our assumptions differ as at the date of this FVA. The C&W viability assessment is appended.

Appraisal Summary

Proposed Scheme	- A 64-unit residential development comprising a mix of 3, 4 & 5 bedroom dwellings. 38 homes are to be arranged as 2 storey dwellings with the remaining 26 as 2.5 storey homes.
Gross Development Value	£19,625,000
Total Development Costs (including Developer Profit)	£18,875,000
Residual Site Value (rounded)	£750,000
Benchmark Land Value	£1,840,000
Viability Surplus / Deficit (Rounded)	-£1,090,000
Proposed Developer Contributions	Affordable Housing: 0% S.106: £1,440,280 / £22,504 per dwelling

Viability and Key Conclusions

- We have calculated a positive land value of £750,000. This indicates that the scheme is currently viable however this figure is below our calculated benchmark land value of £1,840,000.
- We consider this viability deficit is reflective of the costly off-site infrastructure statutory commuted sum requirements as requested by the Local Planning Authority.
- Consequently, the return to a landowner at the residual land calculated is insufficient in order to provide enough of an incentive to release the land for development. Furthermore, the resultant residual land value excludes a provision for on-site affordable housing which would otherwise increase the viability deficit even further.
- While this phase cannot viably support affordable housing due to the extensive off-site infrastructure requirements, it will act as a catalyst for development of this key strategic site and deliver much needed quality family housing for the borough. As such the developer may need to adjust their profit requirements to a lower than market level for this particular phase in order to realise the wider developer potential of the South Heywood Strategic masterplan
- Despite the challenging viability of this site, our client remains committed to delivering the proposed scheme having already spent a significant amount of time and capital co-ordinating the outline application and acting as master developer for the wider South Heywood masterplan. Russell Homes intend to bring forward development even though this FVA demonstrates that they would receive a typically lower return should the landowners receive a sufficient land receipt as set out. That however remains a commercial decision by the developer which we believe is not supported by market evidence nor prevailing guidance on appropriate developer returns.
- For completeness we have also produced an appraisal showing the impact of including 15% affordable housing on the site. We have assumed a split of 50% social rented and 50% intermediate tenure at a blended rate of 50% of open market value. We assume the 15% provision (10 homes) could be provided via the smaller 'Harper', 'Talbot' and 'Roberts' house types.
- Keeping all other inputs the same, we have calculated a resultant GDV of £18,385,000 and a residual land value of -£100,000 which generates a viability deficit of -£1,940,000 based on a benchmark land value of £1,840,000.
- We conclude there are site specific challenges in bringing the application site forward, not least of which is the extensive infrastructure costs / S.106 commuted sums including the agreed highways contribution of £689,080 as required by the LPA for a relatively modest development of 64 dwellings.
- We therefore consider a flex to the affordable housing provision as set out in policy C4 of Rochdale's Core Strategy is required to ensure development can come forward in a sustainable manner.

Financial Viability Assessment.

Phase 1 of Land at South Heywood, Rochdale

Prepared for Bellway Homes Limited (Manchester)
Report date: 26 August 2021

Important Notice to all readers of this report

Unless you are the Client named within this report, or have been explicitly identified by us as a party to whom we owe a duty of care and who is entitled to rely on this report, Knight Frank LLP does not owe or assume any duty of care to you in respect of the contents of this report and you are not entitled to rely upon it.

**Locally expert,
globally connected.**

Bellway Homes Limited (Manchester)

For the attention of Ms Laura Head
Email: laura.head@bellway.co.uk
Tel: +44 1925 846 700

Our ref: I:1099137

Date of issue: 26 August 2021

Dear Sirs

Financial Viability Assessment – Phase 6 of Land at South Heywood, Rochdale

Further to your instructions, we are pleased to provide our updated Financial Viability Assessment, in respect of the above site. If you have any queries regarding this report, please let us know as soon as possible.

Signed for and on behalf of Knight Frank LLP



Chris Harrison MRICS
RICS Registered Valuer
Associate, Residential Development & Investment,
Valuation & Advisory
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1 Masden Steet, Manchester, M2 1HW
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knightfrank.co.uk

Knight Frank LLP is a limited liability partnership registered in England with registered number OC305934.
Our registered office is 55 Baker Street, London, W1U 8AN where you may look at a list of members' names.

Executive summary

In line with the RICS Professional Statement 'Financial Viability in Planning- Conduct and Reporting (1st Edition 2019), we provide below an executive summary showing the results of the Financial Viability Assessment (FVA).

This Executive summary is a brief overview of our FVA and must not be relied upon in isolation. It is intended to be read in conjunction with the whole report and is subject to any assumptions, caveats and comments stated within the body of this report.

Address	Phase 1 of Land at South Heywood, Rochdale.
Location	The site is located in the metropolitan borough of Rochdale, to the north of junction 19 of the M62. Manchester City Centre is situated approximately 8 miles to the south east of the subject. The subject phase is situated on the corner of Hareshill Road and Manchester Road in a semi-rural location.
Site Description	The subject forms one element of the wider South Heywood masterplan. The subject comprises largely greenfield agricultural land which extends a single parcel to the North West of Manchester Road and to the south of Hareshill Road. The site is irregular in shape and the topography gently undulates. According to the proposed layout, the gross area of the land parcel is 13.94 acres and the net area extends over 11.61 acres.
Tenure	Assumed Freehold
Proposed Scheme	The subject comprises a proposed phase of 164 residential dwellings. This Financial Viability Assessment (FVA) is to accompany the reserved matters application for phase 1 of the wide South Heywood masterplan. The masterplan benefits from approval of a hybrid masterplan which incorporates a full approval for a new 2.2km link road from Junction 19 of the M62 motorway to the employment areas off Pilsworth Road. The other part of the application is outline approval for the development of new employment, residential, ancillary retail, and community uses – a new primary school, playing fields, parks and open space – across the 130-hectare site. This includes 1.45million sq ft of commercial space, and up to 1,000 new homes. The proposed development is to form one part of this wider masterplan.
Planning History	The site forms part of the South Heywood masterplan, identified in Rochdale Borough Council's draft allocations plan under ref: AL/HOU/01 Consent for the hybrid application was granted subject to conditions (16/01399/HYBR) in March 2020 as;

“Part full/part outline planning application for the development of land at South Heywood, including the demolition of a number of existing on-site buildings and structures. Full consent sought for the construction of a new link road between Junction 19 of the M62 and Pilsworth Road, the widening of part of Pilsworth Road, together with associated junction improvements, landscaping, lighting and other works including the importation of material and engineering works in order to construct the link road. Outline consent (with all matters reserved for future approval except access) sought for a major mixed-use development comprising supporting residential uses comprising up to 1000 dwellings (Class C3); employment uses (Classes B2/B8) comprising up to 135,460m2 Gross Internal Area(GIA); a new primary school (Class D1); Class A1/A2/A3/A5 uses comprising up to 2500m2 GIA which includes no more than 499m2 of A1 uses; together with associated landscaping, open space and sports pitches, drainage, ecological enhancements, cycleway and footpath linkages, infrastructure and other works ancillary thereto. (Application accompanied by an Environmental Statement)”

Further non-material amendments and application is discharge conditions have been made to the LPA.

Planning Policy Requirements

Under policy CS4 of Rochdale's Core Strategy, dated October 2016, 15% affordable homes should be provided on all residential developments of 15 or more dwellings. The 15% provision should represent a contribution to affordable housing of 7.5% of the development sales value of the overall scheme. This assumes a discount to market value of 50% of OMV based on a split affordable tenure between shared ownership dwellings and social rent.

A range of site specific and area wide infrastructure requirements are identified and agreed between the LPA and the developer, Russell Homes. These are to be secured by way of a s106 agreement, with any shared infrastructure costs proportionately shared between other phases of development.

To date, we understand S.106 contributions are being sought for the following:

- Sports Pitches Payment
- Bus Services Contribution
- Bus Stop Contribution
- Primary Education Contribution
- Secondary Education Contribution
- Primary School Land Value
- Link Road Contribution
- Management Company Dowry
- 1.28 acres for Public Open Space is allocated on site

Economic Viability Assessment

Rochdale Borough Council have elected not to implement a CIL Charging Schedule within the borough therefore there are no further statutory sums being sought as part of the proposed development

The purpose of this FVA is to assess the level of affordable housing provision that can be supported by the proposed development, taking into consideration all development costs of the proposed scheme and the value of the proposed development upon scheme completion.

In preparing this FVA we have had regard to the RICS Professional Statement 'Financial Viability in Planning- Conduct and Reporting (1st Edition 2019).

Our FVA has been prepared using Argus Developer, a commercially available appraisal software. In preparing our appraisal we have used robust market evidence, indicative infrastructure costs from Russell Homes and well-established market development inputs.

We have had regard to the Cushman and Wakefield (C&W) viability assessment dated November 2016 and addendum report dated August 2017 which informed the viability of the original hybrid application. Where appropriate, we have sought to mirror the appraisal inputs for consistency and to provide context to those inputs where our assumptions differ as at the date of this FVA. The C&W viability assessment is appended.

Appraisal Summary

Proposed Scheme	- A 164-unit residential development comprising a mix of 3, & 4 bedroom dwellings. 154 homes are to be arranged as 2 storey dwellings with the remaining 10 as 2.5 storey homes.
Gross Development Value	£44,945,000
Total Development Costs (including Developer Profit)	£41,615,000
Residual Site Value (rounded)	£3,330,000
Benchmark Land Value	£4,644,000
Viability Surplus / Deficit (Rounded)	-£1,314,000

Viability and Key Conclusions

Proposed Developer Contributions

Affordable Housing: 0%

S.106: £4,223,401 / £25,752 per dwelling

- We have calculated a positive land value of £3,330,000. This indicates that the scheme is currently viable however this figure is below our calculated benchmark land value of -£1,314,000.
- We consider this viability deficit is reflective of the costly off-site infrastructure and statutory commuted sum requirements as requested by the Local Planning Authority.
- Consequently, the return to a landowner at the residual land calculated is insufficient in order to provide enough of an incentive to release the land for development. Furthermore, the resultant residual land value excludes a provision for on-site affordable housing which would otherwise increase the viability deficit even further.
- While this phase cannot viably support affordable housing due to the extensive off-site infrastructure requirements, it will act as a catalyst for development of this key strategic site and deliver much needed quality family housing for the borough.
- Despite the challenging viability of this site, our client remains committed to delivering the proposed scheme having already spent a significant amount of time and capital with Russell Homes who are acting as master developer for the wider South Heywood masterplan. Bellway Homes intend to bring forward development even though this FVA demonstrates that they would receive a typically lower return should the landowners receive a sufficient land receipt as set out. That however remains a commercial decision by the developer which we believe is not supported by market evidence nor prevailing guidance on appropriate developer returns.
- For completeness we have also produced an appraisal showing the impact of including 15% affordable housing on the site. We have assumed a split of 50% social rented and 50% intermediate tenure at a blended rate of 50% of open market value. We assume the 15% provision (25 homes) could be provided via the smaller 'Shoemaker' and 'Tailor' house types.
- Keeping all other inputs the same, we have calculated a resultant GDV of £42,332,500 and a residual land value of £1,660,000 which generates a viability deficit of -£2,984,000 based on a benchmark land value of £4,644,000.
- We conclude there are site specific challenges in bringing the application site forward, not least of which is the extensive infrastructure costs / S.106 commuted sums including the link road contribution of £2,480,000.
- We therefore consider a flex to the affordable housing provision as set out in policy C4 of Rochdale's Core Strategy is required to ensure development can come forward in a sustainable manner.

Financial Viability Assessment.

Land at Manchester Road East at South Heywood, Rochdale

Prepared for Anwyl Homes Lancashire
Report date: 10 May 2022

Important Notice to all readers of this report

Unless you are the Client named within this report, or have been explicitly identified by us as a party to whom we owe a duty of care and who is entitled to rely on this report, Knight Frank LLP does not owe or assume any duty of care to you in respect of the contents of this report and you are not entitled to rely upon it.

Anywl Homes Lancashire

For the attention of Mr Andrew Morgan
Email: andrew.morgan@anywl.co.uk
Tel: +44 1257 443 068

Our ref: I:1112301

Date of issue: 10 May 2022

Dear Sirs

**Financial Viability Assessment –Land at Manchester Road East, South Heywood,
Rochdale**

Further to your instructions, we are pleased to provide our updated Financial Viability Assessment, in respect of the above site. If you have any queries regarding this report, please let us know as soon as possible.

Signed for and on behalf of Knight Frank LLP



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Our registered office is 55 Baker Street, London, W1U 8AN where you may look at a list of members' names.

Executive summary

In line with the RICS Professional Statement 'Financial Viability in Planning- Conduct and Reporting (1st Edition 2019), we provide below an executive summary showing the results of the Financial Viability Assessment (FVA).

This Executive summary is a brief overview of our FVA and must not be relied upon in isolation. It is intended to be read in conjunction with the whole report and is subject to any assumptions, caveats and comments stated within the body of this report.

Address	Land at Manchester Road East, South Heywood, Rochdale.
Location	The site is located in the metropolitan borough of Rochdale, to the north of junction 19 of the M62. Manchester City Centre is situated approximately 8 miles to the south east of the subject. The subject phase is situated to the south east of Manchester Road and bound my the M62 to the south. The immediate location is classified as being a semi-rural location.
Site Description	The subject forms one element of the wider South Heywood masterplan. The subject comprises largely greenfield agricultural land which extends as a single parcel. The site is irregular in shape and the topography gently undulates. According to the proposed layout, the gross area of the land parcel is 14.8 acres and the net area extends over 9.32 acres.
Tenure	Assumed Freehold
Proposed Scheme	The subject comprises a proposed phase of 120 residential dwellings. This Financial Viability Assessment (FVA) is to accompany the reserved matters application for this individual phase of the wide South Heywood masterplan. The masterplan benefits from approval of a hybrid masterplan which incorporates a full approval for a new 2.2km link road from Junction 19 of the M62 motorway to the employment areas off Pilsworth Road. The other part of the application is outline approval for the development of new employment, residential, ancillary retail, and community uses – a new primary school, playing fields, parks and open space – across the 130-hectare site. This includes 1.45million sq ft of commercial space, and up to 1,000 new homes. The proposed development is to form one part of this wider masterplan.
Planning History	The site forms part of the South Heywood masterplan, identified in Rochdale Borough Council's draft allocations plan under ref: AL/HOU/01 Consent for the hybrid application was granted subject to conditions (16/01399/HYBR) in March 2020 as;

Planning Policy Requirements

“Part full/part outline planning application for the development of land at South Heywood, including the demolition of a number of existing on-site buildings and structures. Full consent sought for the construction of a new link road between Junction 19 of the M62 and Pilsworth Road, the widening of part of Pilsworth Road, together with associated junction improvements, landscaping, lighting and other works including the importation of material and engineering works in order to construct the link road. Outline consent (with all matters reserved for future approval except access) sought for a major mixed-use development comprising supporting residential uses comprising up to 1000 dwellings (Class C3); employment uses (Classes B2/B8) comprising up to 135,460m² Gross Internal Area(GIA); a new primary school (Class D1); Class A1/A2/A3/A5 uses comprising up to 2500m² GIA which includes no more than 499m² of A1 uses; together with associated landscaping, open space and sports pitches, drainage, ecological enhancements, cycleway and footpath linkages, infrastructure and other works ancillary thereto. (Application accompanied by an Environmental Statement)”

Further non-material amendments and application is discharge conditions have been made to the LPA.

The subject reserved matters application was submitted to the LPA on 1 February 2020 under ref: 22/00130/REM: *“Reserved matters application for appearance, layout and scale (access already approved) for 120 residential dwellings and associated works pursuant to Hybrid Permission 16/01399/HYBR”*

Under policy CS4 of Rochdale’s Core Strategy, dated October 2016, 15% affordable homes should be provided on all residential developments of 15 or more dwellings. The 15% provision should represent a contribution to affordable housing of 7.5% of the development sales value of the overall scheme. This assumes a discount to market value of 50% of OMV based on a split affordable tenure between shared ownership dwellings and social rent.

A range of site specific and area wide infrastructure requirements are identified and agreed between the LPA and the developer. These are to be secured by way of a s106 agreement, with any shared infrastructure costs proportionately shared between other phases of development.

To date, we understand S.106 contributions are being sought for the following:

- Public Open Space
- Sports Pitches Payment
- Bus Services Contribution
- Bus Stop Contribution
- Primary Education Contribution
- Secondary Education Contribution
- Primary School Land Value

Economic Viability Assessment

- Link Road Contribution

Rochdale Borough Council have elected not to implement a CIL Charging Schedule within the borough therefore there are no further statutory sums being sought as part of the proposed development

The purpose of this FVA is to assess the level of affordable housing provision that can be supported by the proposed development, taking into consideration all development costs of the proposed scheme and the value of the proposed development upon scheme completion.

In preparing this FVA we have had regard to the RICS Professional Statement 'Financial Viability in Planning- Conduct and Reporting (1st Edition 2019).

Our FVA has been prepared using Argus Developer, a commercially available appraisal software. In preparing our appraisal we have used robust market evidence, indicative infrastructure costs from Anwyl Homes and well-established market development inputs.

We have had regard to the Cushman and Wakefield (C&W) viability assessment dated November 2016 and addendum report dated August 2017 which informed the viability of the original hybrid application. Where appropriate, we have sought to mirror the appraisal inputs for consistency and to provide context to those inputs where our assumptions differ as at the date of this FVA. The C&W viability assessment is appended.

Appraisal Summary

Proposed Scheme	- A 120-unit residential development comprising a mix of 3, 4 & 5 bedroom dwellings. 82homes are to be arranged as 2 storey dwellings with the remaining 38 as 2.5 storey homes.
Gross Development Value	£41,085,000
Total Development Costs (including Developer Profit)	£38,495,000
Residual Site Value (rounded)	£2,590,000
Benchmark Land Value	£3,728,000
Viability Surplus / Deficit (Rounded)	-£1,138,000

Viability and Key Conclusions

Proposed Developer Contributions	Affordable Housing: 0% S.106: £4,408,450 / £36,737 per dwelling
• We have calculated a positive land value of £2,590,000. This indicates that the scheme is currently viable however this figure is below our calculated benchmark land value of £3,728,000 by -£1,138,000. • We consider this viability deficit is reflective of the costly off-site infrastructure and statutory commuted sum requirements as requested by the Local Planning Authority. • Consequently, the return to a landowner at the residual land calculated is insufficient in order to provide enough of an incentive to release the land for development. Furthermore, the resultant residual land value excludes a provision for on-site affordable housing which would otherwise increase the viability deficit even further. • While this phase cannot viably support affordable housing due to the extensive off-site infrastructure requirements, it will act as a catalyst for development of this key strategic site and deliver much needed quality family housing for the borough. • Despite the challenging viability of this site, our client remains committed to delivering the proposed scheme having already spent a significant amount of time and capital alongside Russell Homes who are acting as master developer for the wider South Heywood masterplan. Anwyl Homes intend to bring forward development even though this FVA demonstrates that they would receive a typically lower return should the landowners receive a sufficient land receipt as set out. That however remains a commercial decision by the developer which we believe is not supported by market evidence nor prevailing guidance on appropriate developer returns. • For completeness we have also produced an appraisal showing the impact of including 15% affordable housing on the site. We have assumed a split of 50% social rented and 50% intermediate tenure at a blended rate of 50% of open market value. We assume the 15% provision (18 homes) could be provided via the smaller house types. • Keeping all other inputs the same, we have calculated a resultant GDV of £38,565,000 and a residual land value of £885,000 which generates a viability deficit of -£2,843,000 based on a benchmark land value of £3,728,000. • We conclude there are site specific challenges in bringing the application site forward, not least of which is the extensive infrastructure costs / S.106 commuted sums including the link road contribution of £2,711,450. • We therefore consider a flex to the affordable housing provision as set out in policy C4 of Rochdale's Core Strategy is required to ensure development can come forward in a sustainable manner.	

ATTACHMENT G

JLL Valuation Report

Value and Risk Advisory

Valuation report

Client: Russell Homes

Property: Land at Hareshill Road North, South Heywood

Date:

November 2023

Daniel Kershaw
Russell Homes
13 Westpoint Enterprise Park
Clarence Avenue
Trafford Park
Manchester
M17 1QS

Your ref	Your ref
Our ref	MK/MAN/South Heywood
Direct line	0161 238 6291
Mabel.Kenyon@jll.com	

21 November 2023

Dear Daniel

Terms of Reference

Instructions

Thank you for your instructions dated 21 November 2023 to provide a “desktop” report and valuation of the above property for internal purposes. Our terms of engagement are attached in Appendix 1. Our valuation has been prepared in accordance with the current UK national supplement (the RICS Red Book) on the basis of Market Value as defined in the attached in Appendix 2. We have acted as External valuers.

This report and valuation has been prepared in accordance with, and is subject to, our General Terms and Conditions of Business and our General Principles Adopted in the Preparation of Valuations and Reports, both of which are attached to the rear of this letter.

Please note that the limited nature of our instruction, due diligence and the assumptions means that our advice to you is less certain than would normally be the case, and, as agreed, this report and should not be distributed to any other party.

We do not have a conflict of interest in providing you with this advice. We have previously provided details of any pertinent prior involvement.

This advice has been prepared by Mabel Kenyon MRICS, Director and has been cross-checked by James Lockwood MRICS, Director. We confirm that both surveyors are RICS Registered Valuers and have the knowledge, skills and understanding to provide this advice.

No allowances have been made for any expenses of realisation, or taxes (including VAT) which might arise in the event of a disposal and the property has been considered free and clear of all mortgages and other charges which may be secured thereon.

Reliance

This report is confidential to the party to whom it is addressed. We have not agreed to extend reliance to any other party. If any other party is or becomes entitled to rely upon this report all relying parties shall be bound by the same liability exclusions and limitations, and our liability shall be no greater as a result of extending reliance to additional parties.



Our total liability in respect of this Report shall not exceed £5,000,000. Please note the exclusions and limitations of liability in our General Terms and Conditions of Business agreed between us.

Scope and Limitations

This is a “desktop” appraisal and in providing this “desktop” advice, we have been wholly reliant on the information provided to us and we have not checked the accuracy of this information. We have not inspected the property, nor have we made sufficient enquiries or undertaken other due diligence to enable us to provide reliable valuation advice. Valuations undertaken without an inspection are inherently less reliable than those with a full inspection and this valuation has been undertaken on the assumption that there is nothing that would be discovered upon inspection that would have an adverse effect upon our opinion of value. Consequently, whilst we have undertaken our due diligence carefully and professionally, less certainty –and a higher degree of caution –should be attached to our valuation than would normally be the case.

In accordance with your instructions, we have relied upon information provided to us and have not sought to verify any such information. In particular, we have been provided with, and we have relied upon:

- Schedule of accommodation provided by Russell Homes

We have not undertaken any form of condition or site survey and have assumed:

- the property is free from defects, contamination, deleterious materials and is in good condition commensurate with its age and past and present uses.
- the property complies with all current legislation and byelaws.

Basis of Valuation

We confirm that our valuation and report has been prepared in accordance with the current UK national supplement published by the RICS (the RICS Red Book) on the basis of Market Value as defined in Appendix 1. We have acted as external valuers.

Market Value: The estimated amount for which an asset or liability should exchange on the valuation date between a willing buyer and a willing seller in an arm’s length transaction, after proper marketing and where the parties had each acted knowledgeably, prudently and without compulsion.

The report is subject to, and should be read in conjunction with, the attached General Terms and Conditions of Business and our General Principles Adopted in the Preparation of Valuations and Reports which are attached in Appendix 1.

Special Assumptions

We have made the Special Assumption that the properties are complete as at the Valuation Date.

Valuation Date

21 November 2023.

The Property

South Heywood is a 320-acre urban extension to Heywood consisting of a 2.2km link road from Junction 19 of the M62 motorway to the employment areas off Pilsworth Road. The wider site will provide up to 1,000 new family homes, including affordable houses, a new primary school, a new village retail centre, improved public transport provision, extensive public open space across the 130- hectare site and secures investments for enhanced local sports facilities.

The Property is the largest residential development parcel of the South Heywood project, extending to approximately 30 acres in size. The Property is referred to as Hareshill Road North on the approved Phasing Plan for the project



(Appendix 2). The Phasing Plan establishes that the Hareshill Road North development will deliver 330 houses and work will begin in January 2027.

The land is greenfield in nature with a farmhouse along the western boundary having been recently demolished. The topography is generally flat, although there is general gentle slope, falling west to east, towards the Heywood Stores Site. The Property has limited defining features. A hedgerow runs through and around the site. Mature landscaping exists at the north and east boundary.

Access is to be obtained from the new link road to the south.

Views across the site are clearly visible to the north, east and west. Low level employment buildings are located along the eastern boundary at Heywood Stores. A high level distribution building is located along the western boundary. Housing is located along the northern boundary.

We understand that a planning application is currently pending for further industrial warehouse development to the immediate east, which will be situated close to the Property boundary.

We have relied on the information provided with regards to the proposed mix of house types, which we summarise below:

Type	Description	Garage	Beds	Size (sq ft)
Harper	Semi Detached	N/A	3	832
Talbot	Detached	Integral Single	3	994
Roberts	Semi Detached	N/A	3	1,109
Worrall	Detached	Integral Single	4	1,129
Cromwell	Detached	N/A	4	1,133
Bower	3 Storey Semi	Detached Single	4	1,297
Kenyon	Detached	integral Single	4	1,332
Renshaw	3 Storey Detached	Detached Single	3	1,501
Eccleston	Detached	Detached Single	3	1,465
Millward	Detached	Integral Double	4	1,695

RICS property measurement (incorporating International Property Measurement Standards) 2nd edition, January 2018, requires us to report IPMS measurements in the report for this property. You have not instructed us to measure the property and as IPMS areas are not available to us and the principal market and comparables are assessed on a Net Sales Area (NSA) basis, we have relied upon the areas provided by you which we assume have been measured on the basis of the Royal Institution of Chartered Surveyors' (RICS) Code of Measuring Practice (6th edition).

Specification

We have assumed that the properties would be built to a good specification in line with other volume house builder products in the area.

We have assumed that all properties would be sold with an NHBC or equivalent 10 year warranty.

Tenure

We understand that the interest held is freehold.

We have not been provided with a Report on Title. We have assumed that there are no unusual, problematic or onerous covenants, easements or restrictions and that the property has good marketable title.



We have assumed that the completed house units will be sold on individual freehold titles.

Tenancies

Our Valuation is provided on the assumption of full Vacant Possession of the completed properties.

Local Market Overview

The site presents an attractive housing opportunity that will be of interest to large and mid-sized housebuilders. The neighbouring employment buildings will not be an encumbrance to the development. These buildings are low in scale to the east with average building heights of between 6-10m that are set back from the boundary. To the west the buildings are larger but these have a finished floor level some 4-5m lower than the development plateau of the Property. The western boundary buildings have no operational space that is directed towards the Property and are separated by wide landscape bunds.

Post Covid, macro-economic inflationary factors have resulted in a reduction in disposable household income and a rise in interest rates during the second half of 2022 and throughout 2023. Increased costs of borrowing and increased household expenditure, has impacted the housing market. These factors are expected to continue throughout 2024 but are anticipated to ease in 2025.

Market Conditions

Transactions across markets and sectors remain low, for a variety of reasons. The full implications of wars in the Middle East and Ukraine are unknown. Instability in these regions and beyond may compound already difficult real estate market conditions. This is likely to be exacerbated when coupled with inflationary pressures and other factors impacting the global economy, including the cost and availability of debt. The combination heightens the potential for volatility and quick changes in consumer and investor behaviours.

In recognition of the potential for market conditions to change rapidly, we highlight the critical importance of the valuation date and confirm the conclusions in our report are valid at that date only and advise you to keep the valuation under regular review.

The development market especially faces challenges that are influencing the costs of construction and construction programmes. These issues, together with the risk of developer and/or contractor insolvency and a limited skilled labour force, risk causing increased volatility in land value and development project viability.

For the avoidance of doubt, due to the functioning nature of the market, our valuation is NOT reported as being subject to 'material valuation uncertainty' as defined by VPS 3 and VPGA 10 of the RICS Valuation – Global Standards.

Comparable Evidence

The most appropriate approach to assess the value of new housing is by way of the comparable method of valuation. There are three new build housing sites within the vicinity of the Property that provide good comparable evidence of new housing values that can be used as a benchmark.

These are the two existing sites at South Heywood and sites to the north of Middleton. We have selected the Bellway and Anwyl Homes sites at South Heywood and the Taylor Wimpey site at Langley, Middleton.

The Taylor Wimpey site at Langley is on the northern fringe of Middleton but its proximity to J19 of the M62 motorway and given the similar values between Middleton and Heywood we feel that this provides further comparable sales evidence within the area.



Bellway Homes – Hopwood Meadows, South Heywood

This site is the first phase of the South Heywood project (referred to as “Manchester Road East” on the approved Phasing Plan).

Once complete the development will provide a total of 156No. 3-, 4-, and 5-bedroom homes. The development has been marketed since December 2022 and to date, 14No. reservations have been agreed, reflecting a reservation rate of 1.3 units per month. They advise that there has been interest in houstypes across the board with no stronger demand towards any end of the range offered.

The table below shows a summary of the prices they are advertising:

Type	Description	Garage	Beds	Size ft sq	Gross Asking Price	Incentive	Net Asking Price	£psf
Taylor Plus	Semi Detached	N/A	3	842	£289,995	£14,500	£275,495	£327
Thespian	Semi Detached	N/A	3	902	£314,995	£15,750	£299,245	£332
Mason	Detached	Detached Single	3	1,050	£362,995	£18,150	£344,845	£328
Farrier	Detached	Integral Single	4	1,172	£399,995	£20,000	£379,995	£324
Scrivener	Detached	Attached Single	4	1,197	£414,995	£20,750	£394,245	£329
Lorimer	Detached	Detached Single	4	1,554	£499,995	£25,000	£474,995	£306
Hawthorne	3 storey	Detached Single	5	1,635	£484,995	£24,250	£460,745	£282
Average:								£318

Bellway are offering incentives and discounts which include a 5% deposit, £1,000 per month for up to 24 months (depending on the plot), and part exchange on buyers existing properties. The asking prices range from £296 to £349 psf, but when the discounts and incentives are factored in these asking prices reduce to £278 – £328 psf.

Anwyl Homes, Whittle Brook Park, South Heywood

This site is the second phase of the South Heywood project (Manchester Road West on the approved Phasing Plan). It comprises a development of 120No. new build houses, approximately 0.7 miles to the north east of the subject site, further along Manchester Road, on the Heywood side of the M62.

The proposed dwellings comprise semi-detached and detached houses ranging from 3 – 5 bedrooms and from 925 to 1,796 sq ft with associated garaging and parking. The focus at the site is on large, detached units, with 57% of all of the units being detached house types. There is no requirement for the Borrower to provide Affordable Housing on site, thus all units are to be sold on the Open Market. The development incorporates energy-efficient construction methods, which include PV panels and Air Source Heat Pumps as standard features. Also within the development plan are areas planned for green space, acoustic bunds, footpath corridors, and an attenuation pond.

The table below shows a summary of the prices they are currently marketing:

Type	Description	Garage	Beds	Size ft sq	Gross Asking Price	Incentive	Net Asking Price	£psf
Altham	Semi-Detached	N/A	3	925	£299,995	£12,000	£287,995	£311
Edgeworth	2.5 storey Semi Detached	N/A	3	1,210	£349,995	£14,000	£335,995	£278
Crawford	Detached	Integral Single	3	1,096	£359,995	£14,400	£345,595	£315

Dallton	Detached	N/A	3	1,112	£369,995	£14,800	£355,195	£319
Higham	Detached	Detached Single	4	1,244	£399,995	£16,000	£383,995	£309
Newburgh	Detached	Detached Single	4	1,447	£474,995	£19,000	£455,995	£315
Tatham	Detached	Detached Single	4	1,510	£494,995	£19,800	£475,195	£315

Average: £309

The first release of units had been marketed since May 2023. Anwyl Homes have sold 4 to date, with prices ranging from £289 psf - £332 psf. They are due to open their show homes in late November 2023.

They are offering incentives including £11,000 deposits, flooring and turf. We have assumed that these equate to circa 4% of the gross asking prices.

Taylor Wimpey – East Hollinsfield, Hollin Lane, Middleton

West and East Hollinsfield comprise two phases of a development by Taylor Wimpey located in nearby Middleton. Whilst not in the same immediate area as the subject site, the East and West Hollinsfield development are of a similar distance to the motorway. Both locations benefit from good commuter links as well as access to countryside and we therefore believe that they are fairly comparable.

The first phase 'West Hollinsfield' comprised 103No. 3- and 4-bedroom homes all of which were sold on the Open Market. This phase is fully sold out and the homes were finished to a good specification, similar to that proposed for the subject properties. From speaking with the sales representative, we understand the site has been popular with a range of purchasers including first time buyers, families and downsizers. We have been provided with the following sales prices which were achieved on this phase in 2022 from which we note achieved prices were much higher on a rate per square foot for the smaller units, with a range of £40psf between the smallest to the largest unit on site and an overall average of £301 psf:

House Type	Beds	Style	Size (Sq ft)	Achieved Price	Price (£psf)
Gosford	3	Semi-Detached	866	£276,995	£320
Aldenham	3	Detached	967	£309,995	£321
Lydford	4	Detached	1,099	£330,995	£301
Kentdale	4	Detached	1,222	£349,995	£286
Downham	4	Detached	1,244	£346,995	£279
Average:					£301

Taylor Wimpey are currently marketing the second phase 'East Hollinsfield', which is located directly adjacent to the above and once complete will comprise a further 90No. 3- and 4-bedroom homes. The current asking prices at the site are as follows:

Type	Description	Garage	Beds	Size sq ft	Gross Asking Price	Incentive	Net Asking Price	£psf
Dadford	Terrace	N/A	3	753	£255,995	£12,800	£243,195	£323
Flatford	Semi-Detached	N/A	3	866	£275,995	£13,800	£262,195	£303
Milldale	Terrace	Parking Space	3	869	£274,995	£13,750	£261,245	£301
Gosford	Semi-Detached	N/A	3	866	£284,995	£14,250	£270,745	£313
Aldenham	Detached	Integral Single	3	967	£329,995	£16,500	£313,495	£324
Teasdale	Detached	Single	4	1,290	£403,995	£20,200	£383,795	£298

Type	Description	Garage	Beds	Size sq ft	Gross Asking Price	Incentive	Net Asking Price	£psf
Average:								£310

Taylor Wimpey are offering 5% incentive plus fees on all plots, which we have taken into account in the above analysis.

Valuation

You have requested we provide an opinion of Market Value (as defined in the current RICS Valuation – Global Standards, incorporating the IVS, and the RICS Valuation – Global Standards 2017 – UK national supplement) for each of the proposed house types at the development, on the Special Assumption that the units are completed as at the date of valuation.

In arriving at our opinions of value we have considered a range of recent comparable evidence and applied the comparative method of valuation. We have applied a net value to each of the units and would anticipate marketing prices above these values to allow a level of negotiation and incentive allowance. Our opinion of value is an average and we consider there may be some adjustments for plot specific characteristics such as aspect, outlook and plot size. We have not however considered the pending planning application for further industrial warehouse development to the immediate east of the Property given this is yet to be approved and any potential impact on the individual plots nearby has not been taken into account.

Having regard to the foregoing, we are of the opinion, on a non-reliance basis, that the average Market Values of the individual freehold interests in the respective house types, on the Special Assumption that they are completed as at the Valuation Date, are:-

Type	Description	Garage	Beds	Size (sq ft)	Av. Market Value	£psf
Harper	Semi Detached	N/A	3	832	£258,000	£310
Talbot	Detached	Integral Single	3	994	£330,000	£332
Roberts	Semi Detached	N/A	3	1,109	£345,000	£311
Worrall	Detached	Integral Single	4	1,129	£370,000	£328
Cromwell	Detached	N/A	4	1,133	£360,000	£318
Bower	3 Storey Semi	Detached Single	4	1,297	£375,000	£289
Kenyon	Detached	Integral Single	4	1,332	£440,000	£330
Renshaw	3 Storey Detached	Detached Single	3	1,501	£465,000	£310
Eccleston	Detached	Detached Single	3	1,465	£470,000	£321
Millward	Detached	Integral Double	4	1,695	£500,000	£295

Confidentiality and Publication

Finally, and in accordance with our normal practice we confirm that the Report is confidential to the party to whom it is addressed for the specific purpose to which it refers. No responsibility whatsoever is accepted to any third party and neither the whole of the Report, nor any part, nor references thereto, may be published in any document, statement or circular, nor in any communication with third parties without our prior written approval of the form and context in which it will appear.

We trust that the contents of this letter meet your requirements but, should you have any queries, please do not hesitate contact us.



Yours sincerely,

A handwritten signature in dark ink that reads "M Kenyon".

Mabel Kenyon

Director

For and on behalf of

Jones Lang LaSalle Limited

A handwritten signature in dark ink that reads "J Lockwood".

James Lockwood

Director

For and on behalf of

Jones Lang LaSalle Limited

Appendices

Appendix 1.....General Terms and Conditions

Appendix 1.....General Principles

Appendix 1.....Definition of Market Value

Appendix 2.....South Heywood Phasing Plan

General Principles

Adopted in the preparation of Valuations and Reports

These General Principles should be read in conjunction with JLL's General Terms and Conditions of Business except insofar as this may be in conflict with other contractual arrangements.

1 RICS Valuation - Global Standards (effective 31 January 2020)

All work is carried out in accordance with the Professional Standards, Valuation Technical and Performance Standards and Valuation Applications contained in the current RICS Valuation – Global Standards published by the Royal Institution of Chartered Surveyors and the RICS Valuation – Global Standards 2017 – UK national supplement as applicable (“the RICS Red Book”), by valuers who conform to the requirements thereof. Our valuations may be subject to monitoring by the RICS. The valuations are undertaken by currently Registered RICS Valuers.

2 Valuation Basis:

Our reports state the purpose of the valuation and, unless otherwise noted, the basis of valuation is as defined in “the RICS Red Book”. The full definition of the basis, which we have adopted, is set out in our report and appended to these General Principles.

3 Assumptions and Special Assumptions:

Where we make an ‘assumption’ or ‘special assumption’ in arriving at our valuations, we define these terms in accordance with “the RICS Red Book” as follows:

Assumption: A supposition taken to be true.

Special Assumption: An assumption that either assumes facts that differ from the actual facts existing at the valuation date, or that would not be made by a typical market participant in a transaction on the valuation date.

We will not take steps to verify any assumptions.

4 Disposal Costs Taxation and Other Liabilities:

No allowances are made for any expenses of realisation, or for taxation, which might arise in the event of a disposal. All property is considered as if free and clear of all mortgages or other charges, which may be secured thereon. However, we take into account purchaser's costs in investment valuations in accordance with market conventions.

No allowance is made for the possible impact of potential legislation which is under consideration.

Valuations are prepared and expressed exclusive of VAT payments, unless otherwise stated.

5 Sources of Information:

Where we have been provided with information by the client, or its agents, we assume that it is correct and complete and is up to date and can be relied upon. We assume that no information that has a material effect on our valuations has been withheld.

In respect of valuations for loan security purposes, commissioned by a lending institution, we may also rely on information provided to us by the Borrower or its advisors. In such cases, we have similarly assumed that all information is correct, complete, up-to-date and can be relied upon and that no pertinent information has been withheld.

6 Title and Tenancy Information:

We do not normally read leases or documents of title. We assume, unless informed to the contrary, that each property has a good and marketable title, that all documentation is satisfactorily drawn and that there are no encumbrances, restrictions, easements or other outgoing of an onerous nature, which would have a material effect on the value of the interest under consideration, nor material litigation pending. Where we have been provided with documentation we recommend that reliance should not be placed on our interpretation without verification by your lawyers. We have assumed that all information provided by the client, or its agents, is correct, up to date and can be relied upon.

7 Tenants:

Although we reflect our general understanding of a tenant's status in our valuations i.e. the market's general perception of their creditworthiness, enquiries as to the financial standing of actual or prospective tenants are not normally made unless specifically requested. Where properties are valued with the benefit of lettings, it is therefore assumed, unless we are informed otherwise, that the tenants are capable of meeting their financial obligations under the lease and that there are no arrears of rent or undisclosed breaches of covenant.

8 Measurements/Floor Areas:

All measurement is carried out in accordance with either the International Property Measurement Standards (IPMS) or the Code of Measuring Practice (6th Edition) issued by the Royal Institution of Chartered Surveyors, except where we specifically state that we have relied on another source. The areas adopted are purely for the purpose of assisting us in forming an opinion of capital value. They should not be relied upon for other purposes nor used by other parties without our written authorisation.

Where floor areas have been provided to us, we have relied upon these and have assumed that they have been properly measured in accordance with the International Property Measurement Standards (IPMS) or the Code of Measuring Practice referred to above.

9 Site Areas:

Site areas are generally calculated using proprietary digital mapping software and are based on the site boundaries indicated to us either at the time of our inspection, or on plans supplied to us. No responsibility is accepted if the wrong boundaries are indicated to us.

10 Estimated Rental Values:

Our assessment of rental values is formed purely for the purposes of assisting in the formation of an opinion of capital value and is generally on the basis of Market Rent, as defined in "the RICS Red Book". Where circumstances dictate that it is necessary to utilise a different rental value in our capital valuation, we will generally set out the reasons for this in our report. Such a figure does not necessarily represent the amount that might be agreed by negotiation, or determined by an Expert, Arbitrator or Court, at rent review or lease renewal or the figure that might be obtained if the property or unit were being let on the open market.

11 Town Planning, Acts of Parliament and Other Statutory Regulations:

Information on town planning is, wherever possible, obtained either verbally from local planning authority officers or publicly available electronic or other sources. It is obtained purely to assist us in forming an opinion of capital value and should not be relied upon for other purposes. If reliance is required we recommend that verification be obtained from lawyers that:

- i the position is correctly stated in our report;
- ii the property is not adversely affected by any other decisions made, or conditions prescribed, by public authorities; and
- iii that there are no outstanding statutory notices.

Our valuations are prepared on the basis that the premises (and any works thereto) comply with all relevant statutory and EC regulations, including fire regulations, access and use by disabled persons, control and remedial measures for asbestos in the workplace, the Energy Performance of Buildings Directive and any applicable by laws. All buildings are assumed to have Energy Performance Certificates.

Our valuation does not take into account any rights, obligations or liabilities, whether prospective or accrued, under the Defective Premises Act 1972, or the Health and Safety at Work etc. Act 1974.

12 Structural Surveys:

Unless expressly instructed, we do not carry out a structural survey, nor do we test the services and we, therefore, do not give any assurance that any property is free from defect. We seek to reflect in our valuations any readily apparent defects or items of disrepair, which we note during our inspection, or costs of repair which are brought to our attention. Otherwise, we assume that each building is structurally sound and that there are no structural, latent or other material defects. Unless stated otherwise in our reports we assume any tenants are fully responsible for the repair of their demise either directly or through a service charge.

13 Modern Methods of Construction (MMC)

If the subject property falls within the category of Modern Methods of Construction as defined by MHCLG (MMC), and we are not aware or made aware during the valuation process, we shall not be liable for any resulting loss or lending decision. We assume that any MMC properties have appropriate BOPAS accreditation or equivalent.

14 Deleterious Materials:

We do not normally carry out or commission investigations on site to ascertain whether any building was constructed or altered using deleterious materials or techniques (including, by way of example high alumina cement concrete, woodwool as permanent shuttering, calcium chloride or asbestos). Unless we are otherwise informed, our valuations are on the basis that no such materials or techniques have been used.

15 Site Conditions:

We do not normally carry out or commission investigations on site in order to determine the suitability of ground conditions and services for the purposes for which they are, or are intended to be, put; nor do we undertake archaeological, ecological or environmental surveys. Unless we are otherwise informed, our valuations are on the basis that these aspects are satisfactory and that, where development is contemplated, no extraordinary expenses, delays or restrictions will be incurred during the construction period due to these matters.

16 Environmental Contamination:

Unless expressly instructed, we do not carry out or commission site surveys or environmental assessments, or investigate historical records, to establish whether any land or premises are, or have been, contaminated. Therefore, unless advised to the contrary, our valuations are carried out on the basis that properties are not affected by environmental contamination. However, should our site inspection and further reasonable enquiries during the preparation of the valuation lead us to believe that the land is likely to be contaminated we will discuss our concerns with you.

17 Insurance:

Unless expressly advised to the contrary we assume that appropriate cover is and will continue to be available on commercially acceptable terms. In particular, we will have regard to the following:

Composite Panels

Insurance cover, for buildings incorporating certain types of composite panel may only be available subject to limitation, for additional premium, or unavailable. Information as to the type of panel used is not normally available. Accordingly, our opinions of value make no allowance for the risk that insurance cover for any property may not be available, or may only be available on onerous terms.

Terrorism

Our valuations have been made on the basis that the properties are insured against risks of loss or damage including damage caused by acts of Terrorism as defined by the Terrorism Act 2000. We have assumed that the insurer, with whom cover has been placed, is reinsured by the Government backed insurer, Pool Reinsurance Company Limited.

Flood and Rising Water Table

Our valuations have been made on the assumption that the properties are insured against damage by flood and rising water table. Unless stated to the contrary our opinions of value make no allowance for the risk that insurance cover for any property may not be available, or may only be available on onerous terms.

18 Outstanding Debts:

In the case of property where construction works are in hand, or have recently been completed, we do not normally make allowance for any liability already incurred, but not yet discharged, in respect of completed works, or obligations in favour of contractors, subcontractors or any members of the professional or design team.

19 Confidentiality and Third Party Liability:

Our Valuations and Reports are confidential to the party to whom they are addressed and for the specific purpose to which they refer, and no responsibility whatsoever is accepted to any third parties. Neither the whole, nor any part, nor reference thereto, may be published in any document, statement or circular, or in any communication with third parties, without our prior written approval of the form and context in which it will appear.

20 Statement of Valuation Approach:

We are required to make a statement of our valuation approach. The following provides a generic summary of our approach.

The majority of institutional portfolios comprise income producing properties. We usually value such properties adopting the investment approach where we apply a capitalisation rate, as a multiplier, against the current and, if any, reversionary income streams. Following market practice we construct our valuations adopting hardcore methodology where the reversions are generated from regular short term uplifts of market rent. We would normally apply a term and reversion approach where the next event is one which fundamentally changes the nature of the income or characteristics of the investment. Where there is an actual exposure or a risk thereto of irrecoverable costs, including those of achieving a letting, an allowance is reflected in the valuation.

Vacant buildings, in addition to the above methodology, may also be valued and analysed on a comparison method with other capital value transactions where applicable.

Where land is held for development we adopt the comparison method when there is good evidence, and/or the residual method, particularly on more complex and bespoke proposals.

There are situations in valuations for accounts where we include in our valuation properties which are owner-occupied. These are valued on the basis of existing use value, thereby assuming the premises are vacant and will be required for the continuance of the existing business. Such valuations ignore any higher value that might exist from an alternative use.

21 Capital Expenditure Requirement:

Where buildings are undergoing works, such as refurbishment or repairs, or where developments are in progress, we have relied upon cost information supplied to us by the client or their appointed specialist advisors.

22 Goodwill, Fixtures and Fittings:

Unless otherwise stated our valuation excludes any additional value attributable to goodwill, or to fixtures and fittings which are only of value, in situ, to the present occupier.

23 Plant and Machinery:

No allowance has been made for any plant, machinery or equipment unless it forms an integral part of the building and would normally be included in a sale of the building.

24 Services:

We do not normally carry out or commission investigations into the capacity or condition of services. Therefore we assume that the services, and any associated controls or software, are in working order and free from defect. We also assume that the services are of sufficient capacity to meet current and future needs.

25 Land and Building Apportionments:

When instructed, we will provide apportionments between land and buildings for depreciation purposes only. Such apportionments are not valuations and should not be used for any other purpose unless specified in the report.

26 Portfolio Valuations:

In respect of valuations of portfolios of properties, our overall valuation is an aggregate of the individual values of each individual property. The valuation assumes, therefore, that each property would be marketed as an individual property and not as part of a portfolio. Consequently no portfolio premium or discount has been reflected and any consequence of marketing a range of individual properties together has also not been reflected in our valuations. However, if adjoining or complementary properties might achieve a higher value by being marketed together (known as “prudent lotting”), we have reported the higher value that would emerge.

27 Rating:

Any information regarding rating has generally been obtained from the Valuation Office website. We will not investigate whether any rating assessment is a fair assessment or considered the likelihood of an appeal being successful.

27 Plans and Maps:

All plans and maps included in our report are strictly for identification purposes only, and, whilst believed to be correct, are not guaranteed and must not form part of any contract. All are published under licence and may include mapping data from Ordnance Survey © Crown Copyright. All rights are reserved.

General Terms and Conditions of Business for Valuations

1. AGREEMENT

1.1. These Terms together with any Engagement set out the terms on which JLL will provide the Services to the Client. Each of the provisions provided in the Agreement are severable and distinct from the others.

1.2. The Engagement shall prevail to the extent of any conflict between the Terms, and the Engagement. The Agreement supersedes any previous arrangement concerning its subject matter. Unless the Parties agree otherwise, these Terms shall apply to any future instructions from the Client, although such instructions may be subject to a separate Engagement.

2. INTERPRETATION

The following definitions and rules of interpretation apply in these Terms:

2.1. Definitions

“Affiliates” includes in relation to either Party each and any subsidiary or holding company of that Party and each and any subsidiary of a holding company of that Party and any business entity from time to time controlling, controlled by, or under common control with, that Party, and **“holding company”** means a holding company as defined in section 1159 of the Companies Act 2006 or a parent undertaking as defined in section 1162 and schedule 7 of the Companies Act 2006, and **“subsidiary”** means a subsidiary as defined in section 1159 of the Companies Act 2006 or a subsidiary undertaking as defined in section 1162 and schedule 7 of the Companies Act 2006;

“Agreement” means any Engagement and these Terms together;

“Client” means the Party who enters into the Agreement with JLL;

“Data Protection Legislation” shall mean GDPR, Data Protection Act 2018. and any national laws, regulations and secondary legislation implementing or supplementing GDPR in force in the United Kingdom from time to time;

“Engagement” means the agreement, letter of engagement or engagement agreement or email and any schedules/appendices sent to the Client by JLL (or agreed in writing) which sets out details of the Services to be provided to the Client pursuant to the Agreement;

“GDPR” means the General Data Protection Regulation ((EU) 2016/679) retained as law in the United Kingdom by s.3 of the European Union (Withdrawal) Act 2018 and in this Agreement: “controller”, “processor”, “data subject”, “personal data”, “personal data breach”, “supervisory authority”, and

“processing” shall have the meaning set out in the GDPR, and references to “personal data” shall in addition mean personal data related to the Agreement.

“Insolvent” means in relation to:

- (a) a company (including any body corporate), that it:
 - (i) is unable to pay its debts as they fall due;
 - (ii) becomes or is deemed insolvent;
 - (iii) has a notice of intention to appoint an administrator filed at Court in respect of it, has an administrator appointed over, or has an administration order in relation to it, or has appointed a receiver or an administrative receiver over, or an encumbrancer takes possession of or sells the whole or part of its undertaking, assets, rights or revenue;
 - (iv) passes a resolution for its winding up or a court of competent jurisdiction makes an order for it to be wound up or dissolved or it is otherwise dissolved (other than a voluntary winding up solely for the purpose of a solvent amalgamation or reconstruction); or
 - (v) enters into an arrangement, compromise or composition in satisfaction of its debts with its creditors or any class of them or takes steps to obtain a moratorium or making an application to a court of competent jurisdiction for protection of its creditors;
- (b) a partnership, that it is dissolved by reason of the bankruptcy of one or more of its partners;
- (c) an individual, that they are bankrupt; or
- (d) a Party based outside England and Wales, that it is considered insolvent by the laws applicable to that Party;

“JLL” means Jones Lang LaSalle Limited of 30 Warwick Street London W1B 5NH registered in England and Wales with company number 01188567 and/or any Affiliate of JLL that provides the Services to the Client;

“Materials” means all materials, equipment, documents and other property of JLL made available to the Client by JLL in carrying out the Services;

“Party” means either the Client or JLL (as the context requires) and **“Parties”** shall mean both of them;

“Services” means the Services set out in the Engagement or as otherwise agreed in writing between the Parties;

“Terms” means these terms and conditions.

2.2. Unless the context otherwise requires, words in the singular shall include the plural and, in the plural, shall include the singular.

2.3. A reference to a statute or statutory provision is a reference to it as it is in force as at the date of the Agreement and shall include all subordinate legislation made as at the date of the Agreement under that statute or statutory provision.

2.4. A reference to writing or written unless otherwise specified herein includes email.

2.5. Any words following the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

2.6. Headings are for convenience only and do not affect the interpretation of this Agreement.

3. SERVICES

3.1. JLL shall provide the Services using reasonable care and skill.

3.2. JLL has no obligation to provide any services other than the Services and has no obligation to provide nor any liability for:

- a) an opinion on the price of a property (unless specifically agreed in writing);
- b) any advice regarding the condition of a property (unless specifically agreed in writing);
- c) the security or management of a property unless specifically instructed to arrange it;
- d) the safety of any third party entering any premises; or
- e) the management or payment of any third party suppliers.

3.3. Where the Parties have agreed that JLL shall carry out estate agency business, JLL shall (i) report in writing all offers it receives regarding the relevant property; and (ii) comply with its obligations under the Estate Agents Act 1979 and regulations made under that Act together with any other similar laws and regulations.

3.4. Where agreed in writing JLL shall use reasonable endeavours to meet any performance dates. JLL shall not be responsible for any failure to meet performance dates due to

causes outside its reasonable control and time shall not be of the essence for the performance of the Services.

3.5. JLL shall have the right to make any changes to the Services which are necessary to comply with any applicable law, regulation, safety or public health requirement, or any applicable government guidance which do not materially affect the nature or quality of the Services and JLL shall notify the Client in any such event.

3.6. Without prejudice to clause 9.2(b), JLL will take all appropriate steps to identify, prevent or manage a conflict of interest that may arise in the course of business. In the event that an actual or potential conflict of interest is identified, JLL will recommend a course of action.

4. CLIENT OBLIGATIONS

4.1. The Client shall:

- a) immediately notify JLL if any details or requirements set out in the Engagement are incomplete or inaccurate;
- b) co-operate with JLL in all matters relating to the Services;
- c) provide JLL, its employees, agents, consultants and subcontractors, with access to the relevant property as reasonably required by JLL to provide the Services; and
- d) obtain and maintain all necessary licences, permissions and consents which may be required by the Client before the date on which the Services are to start.

4.2. The Client shall promptly provide JLL with such information and materials as it may reasonably require in order to supply the Services and warrants that:

- a) such information is complete and accurate and was obtained and prepared in accordance with all applicable laws;
- b) it shall ensure that where the information and material include representations or descriptions of a property, that such information and material contain no misrepresentation or false impression;
- c) where the Client will advertise a property under JLL's logo, that such advertisement (including its content and context in which it will appear) is approved in writing by JLL prior to its publication; and

d) it shall immediately notify JLL on becoming aware of any changes or issues that may render inaccurate any information or material provided to JLL.

4.3. In the event of any act or omission by the Client in breach of the Agreement or failure by the Client to perform any relevant obligation (Client Default):

a) JLL shall without limiting its other rights or remedies have the right to suspend performance of the Services until the Client remedies the Client Default, and to rely on the Client to relieve JLL from the performance of any of its obligations to the extent the Client Default prevents or delays JLL's performance of any of its obligations; and

b) JLL shall not be liable for any costs or losses sustained or incurred by the Client arising directly or indirectly from the Client Default.

4.4. The Client is responsible for effecting and maintaining adequate property and public liability insurance in relation to its activities and any relevant properties owned or occupied by it and shall be responsible for the safety of any person entering the relevant properties.

4.5 Where the Client constitutes more than one legal person, the liability of such persons shall be joint and several.

5. PAYMENTS

5.1. Whenever possible, the fees and expenses (if known) for the Services shall be as set out in the Engagement. Where fees and expenses for the Services are not specified in writing, JLL shall be entitled to the fee specified by the Royal Institution of Chartered Surveyors (RICS) or if there is none specified, by any other applicable professional body chosen by JLL (acting in a reasonably commercial manner) or, if none is specified, a fair and reasonable fee by reference to time spent delivering the Services; and reimbursement of any expenses properly incurred by JLL on the Client's behalf.

5.2. All amounts payable by the Client under the Agreement are exclusive of value added tax (VAT) or similar taxes which the Client shall pay at the applicable rate.

5.3. In consideration of the provision of the Services, the Client shall pay each invoice submitted by JLL in accordance with the Agreement within 28 days from the date of invoice.

5.4. If the Client fails to settle any payment due to JLL under the Agreement by the due date for payment, then JLL reserves the right to charge late payment interest after the due date on the overdue amount at the rate of 4 per cent per annum above the

Bank of England's official bank rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Client shall pay the interest together with the overdue amount.

5.5. If the Agreement is terminated prior to the Services being completed, JLL shall, without limitation to its other rights and remedies under this Agreement or at law, be entitled to receive from the Client a reasonable fee proportionate to the part of the Services performed to the date of termination.

6. INTELLECTUAL PROPERTY RIGHTS

6.1. JLL retains all copyright (and all other intellectual property rights) in all materials, reports, systems and other deliverables which it produces or develops for the purposes of this Agreement, or which it uses in the provision of the Services. For this purpose "**intellectual property rights**" means patents, utility models, rights to inventions, copyright and related rights, trademarks and service marks, trade names and domain names, trade secrets, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to preserve the confidentiality of information (including know-how and trade secrets) and any other intellectual property rights, including all applications for (and rights to apply for and be granted), renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist, now or in the future, in any part of the world.

6.2. The Client shall have an irrevocable, royalty-free, non-exclusive licence to use the Materials for the purposes for which they are prepared by JLL, subject to JLL having received full payment for the Services in accordance with the Agreement. Such licence shall be capable of sub-licence by the Client to its employees, agents and subcontractors and shall survive termination. No third party has any right to use any such Materials without JLL's specific consent. JLL shall not be liable for the use of any Material for any purpose other than that for which JLL provided it to the Client.

6.3 Nothing in this clause 6 shall affect the Client's intellectual property rights that pre-exist the Services. The Client shall grant to JLL an irrevocable, royalty-free, non-exclusive, sub-licensable licence to use such pre-existing intellectual property rights for the purpose of carrying out the Services.

7. CONFIDENTIALITY

7.1 Except where disclosure is required by law, each party and that party's Affiliates must maintain the confidentiality of the other party's information and must not disclose any information

received in confidence from the other party for a period of three years (or any longer period if so required by law) after termination or expiry of this Agreement.

7.2 Where JLL delivers services to or is approached to deliver services to another party JLL shall not be required to use or disclose to the Client any information known to JLL, which is confidential to another party.

8. LIABILITY

8.1. a) JLL shall under no circumstances whatsoever be liable, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, loss of revenue or loss of anticipated savings, or for any indirect, special or consequential loss arising out of or in connection with the Agreement and/or the Services;

b) JLL's total liability in respect of all losses arising out of or in connection with the Agreement and/or the Services, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall not exceed £5 million; and

c) nothing in the Agreement limits any liability which cannot legally be limited, including but not limited to, liability for: death or personal injury caused by negligence; or fraud or fraudulent misrepresentation.

8.2. JLL shall have no liability for the consequences, including delay in or failure to provide the Services:

a) due to any failure by the Client or any representative or agent of the Client to provide information or other material that JLL reasonably requires promptly, or where that information or material provided is inaccurate or incomplete;

b) to the extent that the Client or someone on the Client's behalf for whom JLL is not responsible is responsible, and where JLL is one of the parties liable in conjunction with others, JLL's liability shall be limited to the share of loss reasonably attributable to JLL on the assumption that all other parties pay the share of loss attributable to them (whether or not they do); or

c) due to any failure by the Client or any representative or agent of the Client to follow JLL's advice or recommendations.

8.3. JLL owes no duty of care and has no liability to anyone but the Client unless specifically agreed in writing by JLL.

9. TERMINATION

9.1. Without limiting its other rights or remedies, either Party may terminate the Agreement by giving the other Party 28 days' written notice.

9.2. Without limiting its other rights or remedies, either Party may terminate the Agreement with immediate effect by giving written notice to the other Party if:

a) the other Party commits a material breach of the Agreement and (if such a breach is remediable) fails to remedy that breach within 14 days of that Party being notified in writing to do so;

b) a conflict of interest arises which prevents JLL continuing to act for the Client; or

c) the other Party becomes Insolvent.

9.3. Without limiting its other rights or remedies, JLL may suspend provision of the Services under the Agreement or any other contract between the Client and JLL if the Client becomes Insolvent, or JLL reasonably believes that the Client is about to become Insolvent, or if the Client fails to pay any amount due under the Agreement on the due date for payment.

9.4. On termination of the Agreement for any reason:

a) the Client shall immediately pay to JLL all of JLL's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted and associated expenses, JLL shall submit an invoice, which shall be payable by the Client immediately on receipt;

b) the Client shall return any Materials which have not been fully paid for;

c) JLL may, to comply with legal, regulatory or professional requirements, keep one copy of all Material which is what was supplied by or on behalf of the Client in relation to the Services;

d) the accrued rights, remedies, obligations and liabilities of the Parties as at expiry or termination shall be unaffected, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination or expiry; and

e) clauses which expressly or by implication survive termination shall continue in full force and effect.

9.5. JLL may destroy any hard copy and electronic files it has in its possession after six years from the earlier of completion of the Services or termination of the Agreement.

10. DATA PROTECTION

10.1. JLL (including third parties as described in our Privacy Statement available at www.jll.co.uk) may process in hard copy and/or in electronic form, personal data regarding the Client, its officers and any other individuals connected with the Client ('Client Contacts'). It may also verify the identity of Client Contacts including carrying out checks with third parties such as financial probity, anti-money laundering or sanctions-checking agencies. To facilitate compliance with money laundering regulations and avoid duplication of due diligence, the Client acknowledges that JLL may share Client contacts' personal data with such third party agencies and JLL Affiliates.

10.2 Unless the Agreement and factual arrangements dictate otherwise, as between the Parties for the purposes of the Agreement, the Client is deemed to be the controller and JLL is deemed to be the processor. The Client will ensure that any transfer of personal data to JLL (and any sub-processors under clause 10.11) complies with the Data Protection Legislation. In providing the Services, JLL in its role as processor shall comply with the Data Protection Legislation as it relates to data processors. Nothing within the Agreement relieves either Party of its own direct responsibilities and liabilities under the Data Protection Legislation.

10.3 JLL shall not process personal data other than in relation to the documented instructions of the Client, unless it is required to process the personal data by any law to which it is subject. In such a case JLL shall inform the Client of that legal requirement before complying with it, unless that law prohibits JLL from doing so.

10.4 JLL shall ensure that it and any third party with access to the personal data has appropriate technical and organisational security measures in place, to guard against the unauthorised or unlawful processing of personal data and against the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, the personal data. Upon a written request, JLL shall provide to the Client a general description of the security measures it has adopted.

10.5 JLL shall take reasonable steps to ensure any person that has access to personal data is made aware of their responsibilities, and subject to enforceable duties of confidentiality.

10.6 JLL shall notify the Client without undue delay if it:

10.6.1 receives a request for access from an individual, or a request relating to any of the other individuals' rights available under the Data Protection Legislation, in respect of personal data;

10.6.2 receives any enquiry or complaint from a data subject, supervisory authority or third party regarding the processing of the personal data; and

10.6.3 becomes aware of a personal data breach affecting personal data, unless the breach is unlikely to result in a risk to the rights and freedoms of data subjects.

10.7 JLL shall assist and provide all information reasonably requested in writing by the Client in relation to data protection impact assessments or 'prior consultation' with supervisory authorities or matters under clause 10.6.

10.8 JLL shall maintain all the records and information necessary to demonstrate its compliance with the requirements set out in this clause 10.

10.9 JLL shall allow the Client (or its appointed auditor) to audit JLL's compliance with this clause 10. The Client agrees to give reasonable notice of any audit, to undertake any audit during normal business hours, to take steps to minimise disruption to JLL's business, and not exercise this right of audit more than once every year unless instructed otherwise by a supervisory authority.

10.10 JLL shall, upon receipt of a written request, from the Client delete or return all personal data at the end of the provision of the Services. JLL may retain copies of the personal data in accordance with any legal or regulatory requirements, or any guidance that has been issued in relation to deletion or retention by a supervisory authority.

10.11 JLL shall only engage a sub-processor where:

10.11.1 the Client has agreed in writing to the engagement of the sub-processor; or

10.11.2 the sub-processor is an Affiliate of JLL or a service provider engaged by JLL to support the infrastructure and administration of its business (with details maintained at <http://www.jll.co.uk/sub-processors>).

10.12 JLL shall ensure that any arrangements between JLL and a sub-processor are governed by a written contract including terms which offer at least the same level of protection for personal data as those set out in this clause. Where JLL intends to engage a new sub-processor under 10.11.2 and the Client objects, then the Client may choose to terminate the Services in accordance with clause 9.

10.13 In accordance with clause 12.1, JLL shall remain liable for the acts and omissions of its sub-processors.

10.14 JLL shall only transfer personal data outside the UK and European Economic Area where it has ensured the transfer complies with the Data Protection Legislation.

11. FORCE MAJEURE

11.1. Neither Party shall be liable to the other Party as a result of any delay or failure to perform its obligations under the Agreement as a result of any event beyond the reasonable control of either Party including strikes, lock-outs or other industrial disputes (whether involving the workforce of JLL or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, an international, national or regional emergency has been declared, a period of quarantine recommended or imposed by any applicable government, epidemic, pandemic, public health emergency, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.

11.2. If such an event prevents either Party from performing any of their obligations under the Agreement for a period of more than four weeks, the affected Party shall, without limiting their other rights or remedies, have the right to terminate the Agreement immediately by giving written notice to the Party.

11.3. This clause does not apply to the payment of fees or expenses due to JLL by the Client.

12. GENERAL

12.1. **Subcontracting.** JLL may subcontract or deal in any other manner with all or any of its rights or obligations under the Agreement to any third party or agent provided that:

- (i) where JLL subcontracts or delegates its obligations at the specific request of the Client, JLL shall have no liability for the acts or omissions of the third party or agent; and
- (ii) otherwise, JLL shall remain liable for the acts or omissions of the third party or agent, unless the Client agrees to rely only on the third party or agent, such agreement not to be unreasonably withheld.

12.2. **Notices.** a) Any notice or other communication, including the service of any proceedings or other documents in any legal action given to a Party under or in connection with the Agreement shall be in writing, addressed to that Party at its registered office (if it is a company) or its principal place of business (in any other

case) or such other address as that Party may have specified to the other Party in writing in accordance with this clause, and shall be delivered personally or sent by pre-paid first class post or commercial courier. Any notice or other communication sent to a Party located in a different country to the sending Party must be sent by commercial courier;

- b) A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 12.2.a); if sent by pre-paid first class post at 9.00 am on the second business day after posting; or if sent by commercial courier, on the date and at the time that the courier's delivery receipt is signed. For this purpose, a business day means a day (other than a Saturday or Sunday) on which banks are open for business in London.

12.3. **Severance.** a) If any provision or part-provision of the Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Agreement;

- b) If any provision or part-provision of the Agreement is invalid, illegal or unenforceable, the Parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

12.4. **Waiver.** A waiver of any right under the Agreement or law is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a Party in exercising any right or remedy provided under the Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict its further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

12.5. **No Partnership or Agency.** Nothing in the Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between the Parties, nor constitute either Party the agent of the other for any purpose. Neither Party shall have authority to act as agent for, or to bind, the other Party in any way.

12.6. **Third parties.** Subject to clause 12.8, a person who is not a Party to the Agreement shall not have any rights to enforce the Agreement unless specifically agreed in writing.

12.7. **Variation.** Except as set out in these Terms, no variation of the Agreement, including the introduction of any additional terms and conditions, shall be effective unless it is agreed in writing and signed by both Parties. Unless otherwise expressly agreed, variation of these Terms does not require the consent of any third party (whether any employee referred to in clause 12.8 or otherwise).

12.8. **Protection of Employees.** Save in respect of fraud or criminal conduct no employee of JLL or any Affiliate has any personal liability to the Client nor to anyone representing the Client. Neither the Client nor anyone representing the Client may make a claim or bring proceedings against an employee or former employee personally. Any such employee of JLL is entitled to enforce this provision pursuant to the Contracts (Rights of Third Parties) Act 1999.

12.9. **Directors.** Some employees of JLL have the title of “director”. The Client acknowledges that this does not mean they hold the office of director for the purposes of the Companies Act 2006. Rather, it means that they hold a senior role as an employee of JLL.

12.10. **Complaints.** JLL’s complaints procedure is available on request.

12.11. **Publicity.** Neither Party may publicise or issue any specific information to the media about the Services or the Agreement’s subject matter without the consent of the other.

12.12. **Criminal Activity.** To comply with the law and professional rules on suspected criminal activity JLL is required to verify the identity of its clients and understand their business. Upon request, the Client will promptly provide to JLL evidence of the Client’s identity, management or ownership. Where JLL is required by law to obtain similar evidence for another party to a transaction, the Client will provide all reasonable assistance to obtain such evidence. JLL may also need to provide such evidence to another party’s agents and the Client consents to the release of such information. If a Party fails to provide such evidence the transaction and Services may not be able to proceed. JLL is required by law to report to the appropriate authorities any knowledge or suspicion of money laundering or terrorist financing. JLL may be unable to inform the Client of any disclosure and may have to stop the Services for a period of time without explanation.

12.13. **Anti-bribery and corruption.** Both parties shall comply with all applicable laws, statutes, regulations, relating to

anti-bribery and anti-corruption including but not limited to the Bribery Act 2010.

12.14. **RICS.** JLL is regulated by RICS for the provision of surveying services and agrees to uphold the RICS Rules of Conduct for Firms and all other applicable mandatory professional practice requirements of RICS, which can be found at www.rics.org. As a RICS regulated firm JLL has committed to cooperate with RICS to ensure compliance with its standards. JLL’s nominated RICS contact is Luis Campbell, Head of Compliance: emeacompliance@eu.jll.com.

12.16. **Governing Law.** The Agreement and any disputes arising from it (including non-contractual claims and disputes) are governed by English Law.

12.17. **Jurisdiction.** Each Party irrevocably agrees that the English courts shall have exclusive jurisdiction over any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

12.17. **Language.** These Terms are provided in English and JLL will communicate with the Client in English.

12.18. **Survival.** Clauses 5 to 10 shall survive termination of the Agreement.

Market Value

Definition and Interpretive Commentary reproduced from the current RICS Valuation – Global Standards, VPS 4 and IVS Framework

1.1 Market Value

1.1.1 The definition of *Market Value* as defined in IVS 104 paragraph 30.1 is:

The estimated amount for which an asset or liability should exchange on the valuation date between a willing buyer and a willing seller in an arm's length transaction, after proper marketing and where the parties had each acted knowledgeably, prudently and without compulsion.

1.1.2 *Market value* is a basis of *value* that is internationally recognised and has a long-established definition. It describes an exchange between parties that are unconnected and are operating freely in the marketplace and represents the figure that would appear in a hypothetical contract of sale, or equivalent legal document, at the *valuation date*, reflecting all those factors that would be taken into account in framing their bids by market participants at large and reflecting the highest and best use of the asset. The highest and best use of an asset is the use of an asset that maximises its productivity and that is possible, legally permissible and financially feasible – fuller treatment of this particular premise of value can be found at section 140 of IVS 104.

1.1.3 It ignores any price distortions caused by *special value* (an amount that reflects particular attributes of an asset that are only of value to a *special purchaser*) or *marriage value*. It represents the price that would most likely be achievable for an asset across a wide range of circumstances. *Market rent* applies similar criteria for estimating a recurring payment rather than a capital sum.

1.1.4 In applying *market value*, regard must also be had to the requirement that the valuation amount reflects the actual market state and circumstances as of the effective *valuation date*. The full conceptual framework for *market value* can be found at paragraph 30.2 of IVS 104.

1.1.5 Notwithstanding the disregard of *special value*, where the price offered by prospective buyers generally in the market would reflect an expectation of a change in the circumstances of the asset in the future, the impact of that expectation is reflected in *market value*. Examples of where the expectation of additional value being created or obtained in the future may have an impact on the *market value* include:

- the prospect of development where there is no current permission for that development and
- the prospect of marriage value arising from merger with another property or asset, or interests within the same property or asset, at a future date.

1.1.6 The impact on value arising by use of an *assumption* or *special assumption* should not be confused with the additional value that might be attributed to an asset by a *special purchaser*.

1.1.7 In some jurisdictions a *basis of value* described as 'highest and best use' is adopted and this may either be defined by statute or established by common practice in individual countries or states.

IVS Framework

30.2 The definition of *Market Value* shall be applied in accordance with the following conceptual framework:

(a) “the estimated amount”

refers to a price expressed in terms of money payable for the *asset* in an arm’s length market transaction. *Market Value* is the most probable price reasonably obtainable in the market on the valuation date in keeping with the market value definition. It is the best price reasonably obtainable by the seller and the most advantageous price reasonably obtainable by the buyer. This estimate specifically excludes an estimated price inflated or deflated by special terms or circumstances such as atypical financing, sale and leaseback arrangements, special considerations or concessions granted by anyone associated with the sale, or any element of value available only to a specific owner or purchaser;

(b) “an asset or liability should exchange”

refers to the fact that the value of an asset or liability is an estimated amount rather than a predetermined amount or actual sale price. It is the price in a transaction that meets all the elements of the Market Value definition at the valuation date;

(c) “on the valuation date”

requires that the value is time-specific as of a given date. Because markets and market conditions *may* change, the estimated value *may* be incorrect or inappropriate at another time. The valuation amount will reflect the market state and circumstances as at the *valuation date*, not those at any other date;

(d) “between a willing buyer”

refers to one who is motivated, but not compelled to buy. This buyer is neither over eager nor determined to buy at any price. This buyer is also one who purchases in accordance with the realities of the current market and with current market expectations, rather than in relation to an imaginary or hypothetical market that cannot be demonstrated or anticipated to exist. The assumed buyer would not pay a higher price than the market requires. The present owner is included among those who constitute “the market”;

(e) “and a willing seller”

is neither an over eager nor a forced seller prepared to sell at any price, nor one prepared to hold out for a price not considered reasonable in the current market. The willing seller is motivated to sell the asset at market terms for the best price attainable in the open market after proper marketing, whatever that price *may* be. The factual circumstances of the actual owner are not a part of this consideration because the willing seller is a hypothetical owner;

(f) “in an arm’s length transaction”

is one between parties who do not have a particular or special relationship, eg parent and subsidiary companies or landlord and tenant that *may* make the price level uncharacteristic of the market or inflated. The Market Value transaction is presumed to be between unrelated parties, each acting independently;

(g) “after proper marketing”

means that the *asset* has been exposed to the market in the most appropriate manner to effect its disposal at the best price reasonably obtainable in accordance with the Market Value definition. The method of sale is deemed to be that most appropriate to obtain the best price in the market to which the seller has access. The length of exposure time is not a fixed period but will vary according to the type of asset and market conditions. The only criterion is that *there must* have been sufficient time to allow the asset to be brought to the attention of an adequate number of market *participants*. The exposure period occurs prior to the valuation date;

(h) “where the parties had each acted knowledgeably, prudently”

presumes that both the willing buyer and the willing seller are reasonably informed about the nature and characteristics of the *asset*, its actual and potential uses, and the state of the market as of the valuation date. Each is further presumed to use that knowledge prudently to seek the price that is most favourable for their respective positions in the transaction. Prudence is assessed by referring to the state of the market at the valuation date, not with benefit of hindsight at some later date. For example, it is not necessarily imprudent for a seller to sell *assets* in a market with falling prices at a price that is lower than previous market levels. In such cases, as is true for other exchanges in markets with changing prices, the prudent buyer or seller will act in accordance with the best market information available at the time;

(i) “and without compulsion”

establishes that each party is motivated to undertake the transaction, but neither is forced or unduly coerced to complete it.

- 30.3 The concept of Market Value presumes a price negotiated in an open and competitive market where the *participants* are acting freely. The market for an asset could be an international market or a local market. The market could consist of numerous buyers and sellers, or could be one characterised by a limited number of market *participants*. The market in which the asset is presumed exposed for sale is the one in which the *asset* notionally being exchanged is normally exchanged.
- 30.4 The Market Value of an *asset* will reflect its highest and best use. The highest and best use is the use of an *asset* that maximises its potential and that is possible, legally permissible and financially feasible. The highest and best use *maybe* for continuation of an *asset's* existing use or for some alternative use. This is determined by the use that a market *participant* would have in mind for the *asset* when formulating the price that it would be willing to bid.
- 30.5 The nature and source of the valuation inputs *must* be consistent with the basis of value, which in turn *must* have regard to the *valuation purpose*. For example, various approaches and methods *maybe* used to arrive at an opinion of value providing they use market-derived data. The market approach will, by definition, use market-derived inputs. To indicate Market Value, the income approach should be applied, using inputs and assumptions that would be adopted by participants. To indicate Market Value using the cost approach, the cost of an asset of equal utility and the appropriate depreciation should be determined by analysis of market-based costs and depreciation.
- 30.6 The data available and the circumstances relating to the market for the *asset* being valued *must* determine which valuation method or methods are most relevant and appropriate. If based on appropriately analysed market-derived data, each approach or method used *should* provide an indication of Market Value.
- 30.7 Market Value does not reflect attributes of an *asset* that are of value to a specific owner or purchaser that are not available to other buyers in the market. Such advantages *may* relate to the physical, geographic, economic or legal characteristics of an *asset*. Market Value requires the disregard of any such element of value because, at any given date, it is only assumed that there is a willing buyer, not a particular willing buyer.

1.2 Special Value

Special value is an amount that reflects particular attributes of an asset that are only of value to a *special purchaser*.

A *special purchaser* is a particular buyer for whom a particular asset has *special value* because of advantages arising from its ownership that would not be available to other buyers in a market.

Illustrative Phasing Plan

N.B. that the phase areas and timescales are indicative only, and may be updated from time to time, in consultation with Rochdale Council's Planning Department. The landscape to come forward with each phase. Each relevant Reserved Matters to specify the extent of adjacent Linear Corridor to be delivered alongside phase.

1st Commercial Building and spine road

- Submit June 2022
- Approval Aug 2022
- Start on site Dec 2022
- Complete Dec 2024

1st Earthworks

- Submit Nov 2020
- Approval June 2021
- Start on site July 2022
- Complete June 2023

3rd Commercial Building

- Submit Sept 2022
- Approval Jan 2023
- Start on Site Mar 2023
- Complete June 2024

2nd Commercial Building/s

- Submit Jan 2024
- Approval Apr 2024
- Start on Site May 2024
- Complete Nov 2025

Hareshill Road North

- Submit Nov 2025
- Approval Nov 2026
- Start on Site Jan 2027
- Complete Oct 2033

2nd Earthworks

- Submit Sept 2022
- Approval Jan 2023
- Start on Site Mar 2023
- Complete June 2023

Collop Gate

- Submit RM Mar 2023
- Approval Jul 2023
- Start on site Aug 2023
- Completion Jul 2029

Green corridor to be delivered with each Reserved Matters Development Parcel

South Heywood Link Road

- Start Sept 2020
- Finish Nov 2022

Green corridor to be delivered with each Reserved Matters Development Parcel

330 homes

228 homes

101 homes

61 homes

160 homes

120 homes

Hareshill Road Central

- Submit RM Oct 2026
- Approval April 2027
- Start of site May 2027
- Completion Jan 2033

Manchester Road West

- Submit RM June 2021
- Approval May 2022
- Start on Site July 2022
- Complete Sept 2026

Hareshill Road

- Submit RM Dec 2020
- Approval May 2022
- Start on Site Aug 2022
- Complete Nov 2024

Manchester Road East

- Submit RM Feb 2022
- Approval June 2022
- Start on Site Sept 2022
- Complete Oct 2025

Russell's transfer school land by occupation of 700th home (circa 2029). Rochdale Council to submit planning application.

All Public Open Space to be complete prior to occupation of 900th home (circa 2031)

Local Centre delivery (2024 - 2028)

Submit RMA Oct 2023

Approval March 2024

Start on Site May 2024

Local Centre
Primary School

SOUTH HEYWOOD
Illustrative Phasing Plan

Drawing / Rev: SP(90)119 / G
Drawn by / Checked by: RK / DM
Scale: NTS@A3
Job: 4846



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ATTACHEMENT H

Continuum Review

Site: Hareshill Road North, South Heywood

Client: Rochdale Council

Date: 07/12/2023

Title: Viability Briefing Note

Introduction

Continuum have been instructed by Rochdale Council to undertake an Independent Viability Assessment and to provide advice on the viability case put forward by Russell Homes in respect of how the Heywood Stores application (ref: 22/01410/FUL) affects the viability of Russell Homes adjacent South Heywood scheme (ref: 16/01399/HYNR).

The South Heywood scheme is a 130-hectare urban extension to South Heywood which includes 1,000 new homes, primary school, local retail centre and circa. 1.45m sq ft of employment area. The Hareshill Road North site is a parcel of the wider consent (ref: 16/01399/HYNR) which has outline planning to deliver 330 dwellings and has a net development area of circa. 10.74 hectares.

The Heywood Stores scheme is for the:

“Redevelopment of site comprising the demolition of all existing units and erection of new storage and distribution units (Use Class B8) with ancillary office space, vehicular, pedestrian and cycle access, external yards, parking, landscaping and associated works.”

The Heywood site currently consists of an existing employment building and the site is adjacent to the Harehill Road North site. The Heywood scheme proposes to develop a larger and taller employment building; however, this building is set further back than the existing building.

Russell Homes have instructed Knight Frank who have undertaken a Viability Impact Statement (November 2023). Knight Frank and the Applicant argue that the Heywood Stores scheme would negatively impact the viability of the Harehill Road North parcel and the wider South Heywood scheme. The Applicant argues this is due to the increased noise impact created by the new scheme and the Applicant has provided a Noise Impact Assessment by BWB (October 2023). Knight Frank also argue that the new logistics building would have an impact on sale values.

It should be noted, that without the new Heywood Stores application, the site is already ‘sandwiched’ between two employment areas, with Axis Point to the West and the existing Heywood Stores logistics buildings to the East.

This note has been prepared in compliance with national planning policy, namely:

- National Planning Policy Framework (updated 2023).
- National Planning Practice Guidance on Viability (updated 2019).

The PPG (2019) sets out a standard approach to assessing viability at both the plan and decision-making stage seeking to ‘strike a balance’ between the aspirations of developer returns, landowner returns and benefits in the public interest through policy compliance.

The emphasis has changed regarding the assessment of viability in the most recent iteration of the PPG (2019). Weight to be given to the viability assessment is now a matter for the decision maker and should be based upon the recency of the development plan and the supporting viability evidence, alongside the transparency and justification of the evidence submitted as the basis of the viability assessment.

Guidance prepared by Royal Institution of Chartered Surveyors (RICS) has been taken in account in the preparation of this report with particular reference to the following documents:

- RICS Professional Statement: Financial Viability in Planning – Conduct and Reporting (2019).
- RICS Guidance Note: Assessing viability in planning under the NPPF (2019) for England (1st Ed) (March 2021).

The RICS professional statement (2019) sets out mandatory requirements to be followed by RICS professionals regarding to conduct and reporting in relation to FVAs for planning in England. Continuum confirms that this review is in accordance with the requirements set out within the Professional Statement. The RICS Guidance Note (2021) sets out best practise on viability in planning to be followed by RICS members.

This report does not constitute a formal valuation, as such, the guidance included in this report is exempt from regulations set out in the RICS Valuation Professional Standards (the Red Book) (2019).

Continuum's Assessment of Knight Frank's Argument that the Heywood Store's New Scheme would Impact the Sales Values and Dwelling Numbers

Knight Frank argue that:

"The dominance of the building across the site; the conflicting character; and the intensity of operations directly facing the proposed housing, all means that the marketability of HRN is affected, with sales revenues being noticeably reduced. This view, is supported by an independent national agent Jones Lang LeSalle (JLL) (See Appendix 2), who confirm that the likely impact on overall open market sale values of the proposed dwellings at HRN, could be up to 10% due to the negative impact of the Trammel Crow development." (para. 2.18).

Knight Frank then argue that the Heywood Stores scheme would reduce the average blended sale values of £325 per sq ft to £300 per sq ft which is a circa. 8% impairment to values.

Knight Frank also argue that based on the BWB Noise Impact Assessment, circa. 66 units (2.14 net hectares lost) would be lost from the Harsehill Road North parcel due to noise.

Knight Frank then run a number of appraisal scenarios based on reducing values and/or losing units due to the new employment scheme. Knight Frank summaries the scenarios outputs as follows:

Viability Appraisal	Land Value	Viability Deficit	Viable
Benchmark Land Value based at 26.54 Net Acres	£10,616,000	-	-
Baseline Scenario 330 units at £325 per sq ft	£10,680,000	£64,000	Yes
Scenario 2 330 units at £300 per sq ft	£5,725,000	£4,891,000	No
Scenario 3 264 units at £325 per sq ft	£7,185,000	£3,431,000	No
Scenario 4 264 units at £300 per sq ft	£3,215,000	£7,401,000	No

Source: Knight Frank, November 2023.

"Scenario 2: The impact of reducing the sale values by 8% from a blend of £325 per sq.ft to £300 per sq.ft reduces the residual land value to £4,891,000. (See Appendix 4)

Scenario 3: When applying the loss of 66 units to this specific phase principally due to the loss of developable area as a result of noise impact constraints. This does not include the loss in sales revenue and the inclusion of additional landscaping mitigation required to address the Heywood Stores proposal, this creates a deficit position against the agreed benchmark land value of -£3,431,000. (See Appendix 5).

Scenario 4: When applying the loss of 66 units, and a reduction in sales revenue (from £325 per sq ft to £300 per sq ft in accordance with the 8% value impairment) and sales rates, and the conclusion of additional landscaping mitigation then the viability deficit increases further to -£7,401,000. (See Appendix 6).” (para. 4.3).

Knight Frank therefore conclude that the impact of the new Heywood Stores scheme would make the parcel unviable but also the wider South Heywood scheme unviable as in 2016-18 the Council’s Viability Assessor argued that the wider scheme required a minimum of 1,000 dwellings to be viable. Knight Frank argue:

“any loss of units has a significant impact on the wider South Heywood Development. Therefore, the loss of the HRN development parcel has significant implications on the viability of the wider development and significant restricting of the planning obligations approved would need to be undertaken to ensure the development remains viable.

This would mean the loss of key social infrastructure contributions towards Education, Play Space, Formal Pitches and social amenities that were due to be delivered in the Local Centre Area. It would also result in a shortfall in the link road S106 financial contributions.” (para. 5.6 and 5.7).

In terms of the question of the detrimental noise impacts from the new employment development that will be in close proximity to proposed residential development, this is a matter of professional opinion. Russell Homes appointed expert has taken a position that conflicts with both the opinion set out in the employment planning application and the view taken by the Environmental Health Officer. If the Council, performing their statutory function, is satisfied by the case made in relation to noise in the employment application, it is not then the role of the Viability in Planning Expert to disregard this finding and comment on the negative noise impacts in relation to value and quantum of development. Continuum have therefore discounted Knight Frank’s argument that the new employment development would result in a loss of 66 units.

Russell Homes also make the case that the proposed new employment use on a site that has established employment use, will detrimentally impact on the consented, but yet to be developed, residential scheme adjacent. Russell Homes do not provide any evidence to support this assertion, but instead rely on the opinion-based commentary by Knight Frank and JLL (neither consultants provided example schemes, evidence or comparables to support their opinions of values decreasing due to the new employment scheme). When viewing the section of the Russell Homes website that is dedicated to South Heywood, there is detailed commentary on the companies plans for their 130 hectare site. This includes 1.45m sq ft of commercial space. If one views the South Heywood Masterplan on their website (**Appendix 1**), this clearly shows the very close proximity between employment (Axis Point) and residential development that is planned to be delivered by Russell Homes. For example, the west of the parcel is within close proximity to employment development equally as close as the new Heywood Stores scheme.

There are numerous examples around the country where developers deliver “beds and sheds” in close proximity to each other. For example, at Kingsway in Rochdale, there is the equivalent close proximity between employment uses and new residential (**Appendix 2**). This was a scheme delivered by the Barratts Group with a David Wilson Home scheme adjacent to a large distribution hub developed by Wilson Bowden.

Another North West scheme example is Warrington’s Omega scheme where Bloor Homes & Taylor Wimpey have delivered residential dwellings adjacent to large distribution hubs operated by Amazon, Gusto and Royal Mail (**Appendix 3**).

One of the largest scale examples is at Rugby in the east midlands. Urban & Civic are acting as master developer on a scheme at Houlton that will deliver 5,952 homes when complete. There will also be 1,145,000 sq ft of employment floor space. This is all in very close proximity to DIRFT (Daventry International Rail Freight Terminal) and the M1. The latest phase of DIRFT will deliver 7,500,000 sq ft when complete.

The Continuum view is that there would need to be unequivocal evidence that proximity to employment uses has a negative impact on house prices. No evidence has been provided. There is the additional proviso that the adjoining site at South Heywood has an established employment use, which would logically have already been “*priced in*” when Russell Homes were assessing values for their residential development. Continuum would conclude that Russell Homes argument that the new employment scheme would impact sale values when compared to the status quo has not been robustly demonstrated.

Continuum’s Assessment of Knight Frank’s Appraisal Inputs

The Financial Viability Assessment (FVA) produced by Knight Frank lacks sufficient detail or evidence base to support the majority of the inputs assumed in the appraisals. The FVA only provides an evidence base to support the baseline scenario sale values (sale values without deduction due to the new neighbouring Heywood Stores industrial scheme). No evidence base has been provided to support the sale value deduction they argue the scheme would have due to the new next-door scheme. This assessment is merely Knight Frank’s and JLL’s (Independent Agent) opinion. In terms of the profit margin and Benchmark Land Value (BLV) inputs, Knight Frank state that they have used the inputs that have been approved and agreed as part of the Reserved Matters approvals. The inputs assumed are the same inputs used by Cushman and Wakefield (CW) in the 2016 FVA that supported the hybrid permission at the South Heywood site. Knight Frank have provided zero evidence to further support their profit and BLV assumptions and Knight Frank have not undertaken a PPG on Viability (2019) compliant Existing Use Value plus premium (EUV+) assessment which takes into account abnormal cost and the cost of policy compliance.

Knight Frank provides zero evidence or justification to support all of the other costs inputs (standard build, abnormal, contingency, S106, professional fees, sales and marketing, legals and finance). This would be expected of a PPG compliant FVA. Without this information, the FVA does not meet the required evidence base threshold.

Continuum would note that Knight Frank’s assessment of standard build costs and professional fees deviates from the methodology adopted by CW in the 2016 FVA. Applying the CW methodology (plus an allowance for Part L building regulations) would substantially reduce the standard build and professional fee costs by millions of pounds.

Knight Frank’s assessment of finance cost is substantial and one of the highest Continuum have seen for a scheme of this scale and nature. Knight Frank do not provide any narrative around their cash flow timings, nor do they provide a supporting cash flow. A cash flow / finance assessment of the scheme based on optimal development (as required by the RICS), where land would be drawn down in tranches, S106 costs drawn down over the development and costs cash flowed appropriately we believe would substantially reduce the finance costs by millions of pounds.

Overall, the Knight Frank FVA does not meet the evidence base threshold that would be required for a PPG compliant FVA.

Conclusion

Continuum would conclude that there would need to be unequivocal evidence that proximity to employment uses has a negative impact on house prices. Russell Homes, Knight Frank and JLL have not provided any evidence to support this narrative. The Hareshill Road North parcel at South Heywood has an established employment use to both the east and west, which would logically have already been “*priced in*” when Russell Homes were assessing values for their residential development. Continuum would conclude that Russell Homes argument that the new employment scheme would impact sale values when compared to the status quo has not been robustly demonstrated.

When assessing Knight Frank’s FVA, there is a lack of a detailed evidence base that would be required for a PPG compliant FVA.

Appendix 1: Section from South Heywood Master Plan



Appendix 2: Kingsway Rochdale Google Earth Image



Appendix 3: Warrington Omega Google Earth Image



