

Dated 12 MARCH 2026

ROCHDALE BOROUGH COUNCIL

and

HALL & CO DEVELOPMENTS LIMITED

and

AAS LAND & PROPERTY LIMITED

and

**DAVID AINSWORTH, ANTHONY AINSWORTH, ANDREW DAVID HOPKINSON and
ORGANON PENSION TRUSTEES LIMITED as trustees of The Homelife SSAS**

**Deed of Agreement under Section 106 of the Town
and Country Planning Act 1990**

**relating to proposed development at Former Tack Lea
Works, Bury and Rochdale Old Road, Bury BL9 7UA**

Application Ref: 22/01230/FUL

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12 MARCH

BETWEEN

- (1) **ROCHDALE BOROUGH COUNCIL** of Number One Riverside, Smith Street, Rochdale OL16 1XU ("**the Council**");
- (2) **HALL & Co Developments Limited** (Co Reg No: 10272643) whose registered office is at 20 George Street, Alderley Edge, Cheshire, SK9 7EJ ("**the Developer**");
- (3) **AAS LAND & PROPERTY LIMITED** (Co Reg No: 06162321) whose registered office is at 10 Brickershaw Drive, Worsley, Manchester, M28 0GG ("**the Owner**"); and
- (4) **DAVID AINSWORTH, ANTHONY AINSWORTH and ANDREW DAVID HOPKINSON** of Regent House, Heaton Lane, Stockport, SK4 1BS and **ORGANON PENSION TRUSTEES LIMITED** (Co Reg No: 06406804) whose registered office is at Regent House, Heaton Lane, Stockport, Sk4 1BS as trustees of The Homelife SSAS ("**the Mortgagee**")

BACKGROUND

- (A) For the purposes of the 1990 Act the Council is the local planning authority for the area in which the Site is situated and by whom the Planning Obligations in this Deed are enforceable. The Council is a Principal Council within the meaning of the Local Government Act 1972.
- (B) The Owner is the freehold owner of the Site.
- (C) The Mortgagee has a charge dated 8 December 2022 which is registered against the Site.
- (D) The Mortgagee has consented to the Owner entering into this Deed.
- (E) The Application has been submitted jointly by the Developer and the Owner to the Council seeking planning permission for the Development.
- (F) The Council resolved on 29th May 2025 to grant the Planning Permission subject to the prior completion of this Deed.
- (G) The parties by entering into this Deed do so to create planning obligations in respect of the Site pursuant to section 106 of the 1990 Act and agree to be bound by and to observe and perform the covenants agreements conditions and stipulations hereinafter contained.

OPERATIVE PROVISIONS**1. DEFINITIONS AND INTERPRETATION****1.1. In this Deed the following expressions have the following meanings:**

1990 Act	the Town and Country Planning Act 1990
Affordable Housing	affordable housing as defined in Annex 2 of the National Planning Policy Framework February

	2025 (or as redefined by any amendment, replacement or re-enactment thereof).
Application	the application for planning permission for the Development which was validated by the Council on 21 October 2022 under reference number 22/01230/FUL.
Base Appraisal	the document titled "Viability Assessment Land at Tack Lea Works, Bury and Rochdale Old Road," produced by Northern Land Agency, Dated June 2023.
Calculation Date	the date when the twenty fourth Dwelling to be Occupied was first Occupied.
Commencement of Development	the date upon which the Development is begun by the carrying out on the Site pursuant to the Planning Permission of a material operation as specified in section 56(4) of the 1990 Act SAVE THAT for the purposes of this Deed the term 'material operation' shall not include any operations undertaken in connection with or associated with demolition, site clearance, archaeological investigations, investigations for the purpose of assessing ground conditions, remediation works, environmental investigation, site and soil surveys, diversion and laying of services, erection of a contractor's work compound, erection of a site office, erection of fencing to the site boundary, the temporary display of site notices or advertisements, ecological or nature conservation works associated with the Development, any structural planting or landscaping works, construction of access or highway works and/or any other preparatory works agreed in writing with the Council and Commence Development shall be construed accordingly.
Contribution	any one of the financial contributions required (or which may be required) to be paid by the Owner to the Council pursuant to a Schedule to this Deed.
Default Interest Rate	4% per annum above the base rate from time to time of the Bank of England.
Development	the residential development to be carried out on the Site comprising 26 houses and one block of 6, 2-bedroom apartments with associated access, landscaping and infrastructure as described in the Application and to be carried out pursuant to the Planning Permission.

Dwelling	a residential unit (including a house or apartment) built on the Site as part of the Development.
Expert	a person of at least 10 years post qualification continual and continuing experience in the subject matter of the dispute.
Index	the BCIS All-In Tender Price Index.
Index Linked	increased in accordance with the following formula: Amount payable = the figure specified in this Deed x (A/B) where: A = the figure for the Index that applied immediately preceding the date the payment is due; and B = the figure for the Index that applied when that index was last published prior to the date of this Deed (or prior to the date of calculation where this Deed provides for a figure to be calculated at a later point in time).
"Monitoring Fees"	the sum of £1000 (one thousand pounds) to meet the Councils administrative costs of monitoring compliance with the obligations of this agreement.
Occupy	to occupy for the purposes permitted by the Planning Permission but not including occupation by personnel engaged in construction, fitting out or decoration, marketing, display or security of the Development.
Plan 1	the plan titled "Block Plan" with drawing reference A645_P_002A annexed to this Deed at Schedule 1.
Planning Obligations	the obligations, conditions and stipulations set out in Schedules 3 and 4 of this Deed.
Planning Permission	a planning permission to be granted by the Council pursuant to the Application in the form annexed at Schedule 2.
Site	the freehold property known as Former Tack Lea Works, Bury and Rochdale Old Road, Bury BL9 7UA as the same is shown edged red on Plan 1 and registered at HM Land Registry under title number GM 449985.
Statutory Undertaker	any company corporation board or authority at the date of this Deed authorised by statute to carry on an undertaking for the supply of telephone or television communications, electricity, gas, water,

	or drainage and any authorised successor to any such undertaking.
Surplus	any surplus revenue as identified and calculated in accordance with the Viability Re-Appraisal PROVIDED THAT the Surplus shall not in any event exceed the Surplus Cap.
Surplus Cap	£1,118,944.98
Viability Contribution	a financial Contribution equivalent to the Surplus to be paid by the Owner to the Council only in the circumstances prescribed at paragraph 6 of Schedule 4 and to be applied by the Council towards the provision of Affordable Housing
Viability Re-Appraisal	an open book re-appraisal of the Base Appraisal to take into account actual costs incurred and sales realised to date and to update any estimates of future costs, sales and receipts carried out in substantially the same format as the Base Viability Appraisal and assessed in accordance with the latest RICs guidance Financial viability in planning: conduct and reporting.
Viability Re-Appraisal Costs Sum	the sum of up to £5,000 (five thousand pounds)) to be expended by the Council on the engagement of external consultants tasked with assessing the Viability Re-Appraisal submitted to the Council by the Owner
Working Day	any day from Monday to Friday inclusive which is not Christmas Day, Boxing Day, Good Friday, Easter Monday or a Statutory Bank Holiday.

- 1.2. Reference in this Deed to any enactment shall be construed as a reference to that enactment as amended extended or re-enacted by or under any other enactment and shall include all instruments orders and regulations for the time being made, issued or given under that enactment.
- 1.3. References to clauses paragraphs and schedules are references to clauses paragraphs and schedules in this Deed.
- 1.4. Words importing one gender shall be construed as importing any gender and words importing the singular shall be construed as importing the plural and vice versa.
- 1.5. Any words denoting natural person shall subject as provided in clause 2.4 include legal persons and vice versa.
- 1.6. The expression "the Owner" shall include its respective successors in title and assigns.

- 1.7. The expression "the Council" shall include any successor authority to its statutory functions under the 1990 Act.
- 1.8. Where a covenant, restriction or requirement is expressed to be given by more than one party, or where a party is comprised of more than one person, liability for such covenant, restriction or requirement shall be joint and several.
- 1.9. Clause headings and the contents list shall not affect the construction of this Deed.
- 1.10. Any phrase introduced by the terms 'including' 'include' 'in particular' or any similar expression and shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 1.11. Any covenant by the Owner or the Council not to do any act or thing includes a covenant not to permit or allow the doing of that act or thing.
- 1.12. Where any details, scheme, strategy or plan is required to be submitted for approval under this Deed and such approval is obtained, unless expressly stated otherwise nothing in this Deed shall prevent such details, scheme, strategy or plan from being resubmitted or amended by agreement between the Owner and the Council.

2. STATUTORY BASIS

- 2.1. This Deed is made pursuant to section 106 of the 1990 Act and binds the Site and as such is enforceable pursuant to section 106(3) of the 1990 Act against the Owner and subject as provided in clause 2.4 any person claiming or deriving title to the Site (or any part or parts thereof) through or under the Owner as if that person had been an original covenanting party to this Deed.
- 2.2. This Deed is enforceable by the Council as the local planning authority for the purposes of the 1990 Act.
- 2.3. To the extent that the covenants, restrictions and requirements in this Deed are not made under section 106 of the 1990 Act they are made under section 1 of the Localism Act 2011 and section 111 of the Local Government Act 1972 and all other powers so enabling.
- 2.4. 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 Developer 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. CONDITIONS PRECEDENT

- 3.1. This Deed is conditional upon the grant of the Planning Permission.
- 3.2. Clause 4 below is further conditional upon the Commencement of Development.

4. COVENANTS & DECLARATIONS

- 4.1. The Owner covenants with the Council to comply with the Planning Obligations.
- 4.2. The Council covenants with the Owner to comply with the provisions of Schedule 5.

- 4.3. With respect to the Site the Mortgagee acknowledges and declares that this Deed has been entered into by the Owner with its consent and that the Site shall be bound by this Deed and accordingly its security over the Owner's interest in the Site shall take effect subject to this Deed **PROVIDED THAT** the Mortgagee shall otherwise have no liability under this Deed unless it takes possession of the Site or part thereof and in which case it shall also be bound by the covenants, restrictions and obligations in this Deed as if it were a person deriving title from the Owner.

5. **EXCLUSIONS & RELEASE**

- 5.1. No party shall be bound by the terms of this Deed or be liable for a breach of any Planning Obligation:

- 5.1.1. after it has parted with its interest in the Site or the part in respect of which such breach occurs (but without prejudice to liability for any subsisting breach prior to parting with such interest);
- 5.1.2. if it is a Statutory Undertaker which has an interest in any part of the Site for the purposes of its undertaking; or
- 5.1.3. if that party is an owner or occupier of an individual Dwelling or a mortgagee of an individual Dwelling.

- 5.2. If the Planning Permission expires before the Commencement of Development or is at any time modified (without the consent of the Owner), quashed or revoked this Deed shall determine and cease to have effect.

- 5.3. No obligation in this Deed shall be binding on or enforceable against any chargee or mortgagee from time to time who shall have the benefit of a charge or mortgage of or on any part of the Site (or any receiver appointed by such chargee or mortgagee) unless and until such chargee, mortgagee or receiver (or any person appointed by them) has taken or entered into possession of the Site or part thereof in which case it will also be bound by the covenants, restrictions and obligations in this Deed as if it were a person deriving title from an original covenanting party.

6. **REGISTRATION**

- 6.1. This Deed is a local land charge and may be registered as such by the Council.

- 6.2. Following either:

- 6.2.1. the performance and satisfaction of all the Planning Obligations contained in this Deed; or
- 6.2.2. the determination of this Deed in accordance with Clause 5.2;

the Council shall as soon as reasonably practicable upon the written request of the Owner effect the cancellation of all entries made in the Register of Local Site Charges in respect of this Deed.

7. **NON-FETTER & WAIVER**

- 7.1. 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.

7.2. No waiver (whether expressed or implied) by the Council of any breach or default in performing or observing 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 terms or conditions or from acting upon any subsequent breach or default.

7.3. Nothing in this Deed shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Planning Permission) granted before or after the date of this Deed.

8. **VAT**

8.1. All payments given in accordance with this Deed shall be exclusive of any value added tax properly payable.

9. **SEVERABILITY**

9.1. If any provision in this Deed shall in whole or in part be held to be invalid, illegal or unenforceable under any enactment or rule of law such provisions shall to the extent required be severed from this Deed and shall not affect the validity or enforceability of the remaining provisions of this Deed.

10. **CHANGE OF OWNERSHIP**

10.1. The Owner agrees with the Council to give written notice to the Council within 20 Working Days of any change in ownership of any of its interests in the Site occurring before all the obligations under this Deed have been discharged such notice to give details of the transferee's full name and registered office (if a company or usual address if not) together with the area of the Site purchased by reference to a plan **PROVIDED THAT** this obligation shall not apply to a sale or disposal of an individual Dwelling or to the disposal of part of the Site to a Statutory Undertaker for the purposes of its undertaking.

11. **DISPUTES**

11.1. Where the agreement, approval, consent or expression of satisfaction is required by any party under the terms of this Deed such agreement, approval, consent or expression of satisfaction shall not be unreasonably withheld or delayed.

11.2. Any dispute or disagreement arising under this Deed which has been identified by notice in writing by one party to the other(s) and which has not been resolved within 20 Working Days (or such lesser period as may be agreed) of the date of receipt by the other party(s) of such written notice may be referred at the instance of any party for determination by an Expert whose decision (except in cases of manifest error or fraud) shall be final and binding on the parties.

11.3. The following provisions and terms of appointment shall apply to such disputes or disagreements:-

11.3.1. the Expert shall be agreed between the parties or, in default of agreement within 10 Working Days of receipt of the notice in Clause 11.2 above, shall be appointed or identified by the following persons:

- 11.3.1.1. in the case of disputes relating to land or valuation matters the President of the Royal Institution of Chartered Surveyors;
- 11.3.1.2. in the case of disputes relating to planning or design matters the President of the Royal Town Planning Institute; or
- 11.3.1.3. in the case of any other dispute the President of the Bar Council.
- 11.3.2. the Expert shall act as an expert and not as an arbitrator
- 11.3.3. the Expert shall be required to give notice of their appointment to each of the parties (**Expert's Notice**) and thereafter:
 - 11.3.3.1. the persons calling for the determination shall make written submissions to the Expert and the other parties within 20 Working Days of receipt of the Expert's Notice;
 - 11.3.3.2. the other parties shall have 20 Working Days from the receipt of such written submission (or such extended period as the Expert shall allow) to respond;
 - 11.3.3.3. the Expert shall disregard any representations made out of this time; and
 - 11.3.3.4. the Expert may request further information or documentation and the parties shall comply with any requests by the Expert for further information or documentation within a reasonable time;
 - 11.3.3.5. to the extent not provided for by this clause the Expert may in their reasonable discretion determine such other procedures to assist with the conduct of the determination as they consider just or appropriate including (to the extent considered necessary) instructing professional advisers to assist them in reaching their determination
- 11.3.4. the Expert shall make his decision within 20 Working Days of the close of the period for submissions of written representations;
- 11.3.5. the Expert's decision shall be in writing and shall give reasons for the decision; and
- 11.3.6. each party shall bear its own costs and the Expert's costs will be payable in the determination of the Expert.
- 11.4. The decision of the Expert shall be binding on the parties.
- 11.5. If the Expert dies or becomes unwilling or incapable of acting, or does not deliver the decision within the time required by this clause then:
 - 11.5.1. either party may apply to the relevant body as per Clause 11.3.1 to discharge the Expert and appoint a replacement Expert with the required expertise; and

- 11.5.2. Clause 11.3 shall apply to the new Expert as if they were the first Expert appointed

12. FUTURE PERMISSIONS

- 12.1. In the event that an application is made pursuant to Section 73 or Section 73B of the 1990 Act for an amendment to the Planning Permission and a planning permission is granted in respect of that application then:

12.1.1. references to "Planning Permission" in this Deed shall thereafter be deemed to include both the Planning Permission and the new planning permission granted pursuant to Section 73 or Section 73B of the Act; and

12.1.2. this Deed shall apply to and remain in full force in respect of both the Planning Permission and that new planning permission without the need for a further agreement to be entered into pursuant to Section 106 of the Act unless required to do so by the Council

in each case **PROVIDED THAT:**

12.1.3. nothing in this Clause 12 shall fetter the discretion of the Council in determining any application(s) under Section 73 or Section 73B of the 1990 Act or in requiring new or varied planning obligations whether by way of a new or supplemental deed pursuant to Section 106 and/or Section 106A of the 1990 Act; and

12.1.4. to the extent that any of the Planning Obligations have been discharged in respect of the original Planning Permission nothing shall require the Owner to comply with that obligation again in respect of a planning permission granted under Section 73 or Section 73B of the 1990 Act.

13. DUTY TO ACT REASONABLY

- 13.1. All parties to this Deed acknowledge that they are under a duty to act reasonably and (without prejudice to generality) if any agreement, consent, approval or expression of satisfaction is due by one party to another under the terms of this Deed the same shall not be unreasonably withheld or delayed.

- 13.2. The Council covenants that where any details, scheme, strategy, appraisal, plan or other document is submitted for its approval under this Deed it shall act reasonably and not unreasonably withhold or delay its approval.

14. INDEXATION

- 14.1. All Contributions payable to the Council shall be Index Linked.

- 14.2. Where reference is made to an index and that index ceases to exist or is replaced or rebased then it shall include reference to any index which replaces it or any rebased index or in the event the index is not replaced, to an alternative reasonably comparable basis or index as the Council shall advise the Owner in writing.

15. **INTEREST ON LATE PAYMENTS**

- 15.1. Any amount due from the Owner to the Council under the terms of this Deed which is not paid on or prior to the date due shall accrue interest at the Default Interest Rate accruing from the date such payment was due to the date of actual payment.

16. **THIRD PARTY RIGHTS**

- 16.1. No person who is not a party to this Deed may enforce any terms hereof pursuant to the Contracts (Rights of Third Parties) Act 1999 **PROVIDED THAT** this clause shall not affect any right of action of any person to whom this Deed has been lawfully assigned or becomes vested in law including successors in title to the Site.

17. **NOTICES**

- 17.1. Any notice given to a party under or in connection with this Deed shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case).

- 17.2. Any notice shall be deemed to have been received:

17.2.1. if delivered by hand, at the time the notice is left at the proper address; or

17.2.2. if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Working Day after posting.

- 17.3. This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

18. **COSTS**

- 18.1. The Council acknowledges that the Owner has prior to the date of this Deed paid the reasonable legal costs of the Council incurred in the preparation, negotiation and completion of this Deed.

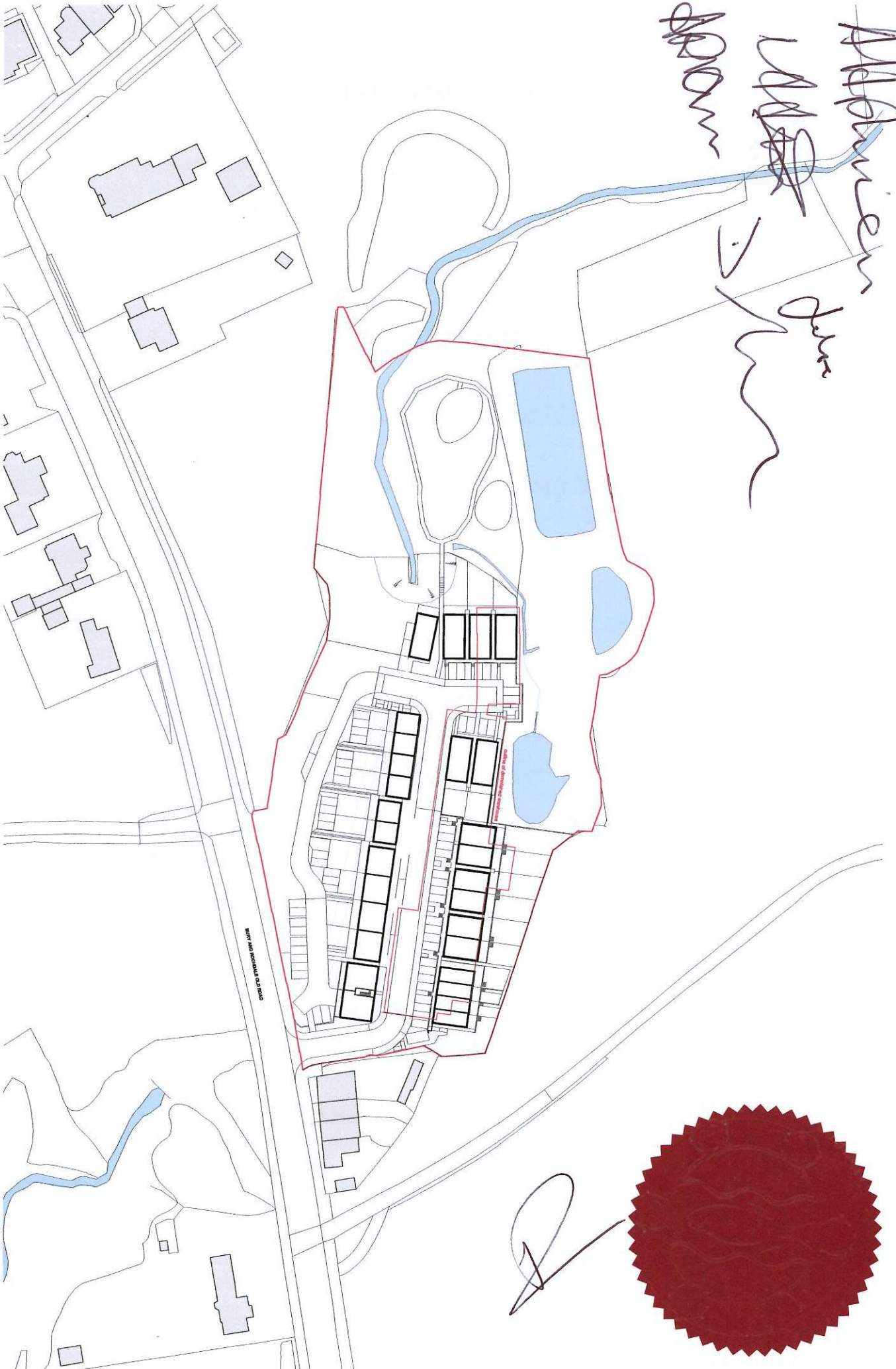
19. **JURISDICTION**

- 19.1. This Deed is governed by and interpreted in accordance with the law of England and Wales and the parties submit to the exclusive jurisdiction of the courts of England and Wales.

THE PARTIES HEREBY WITNESS that this deed has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

Schedule 1 – Plan 1

Adviser
 MS
 from



Schedule 2 – Planning Permission



Town and Country Planning Act 1990 (as amended)

PLANNING PERMISSION GRANTED

APPLICATION REFERENCE: 22/01230/FUL

Name and address for correspondence:	Applicant name:
Paul Nellist Asteer Planning LLP Mynshulls House 14 Cateaton Street Manchester M3 1SQ	Hall&Co Developments Limited and, AAS Land & Property Ltd.

Part 1 - Particulars of Application

Date of 21 October 2022
Application:

Proposal:	Residential Development for 26no' dwellings and erection of one block of 6no' 2-bedroom apartments with associated access, landscaping and infrastructure
Location:	Former Tack Lea Works , Bury And Rochdale Old Road, Rochdale,

Part 2 Compliance with Conditions

It is YOUR responsibility to comply with planning conditions. The Council's Planning Enforcement Team is responsible for investigating alleged breaches of planning control. This includes ensuring that all relevant conditions have been complied with. Effective enforcement is important to:

- Tackle breaches of planning control which would otherwise have unacceptable impact on the amenity of the area
- maintain the integrity of the decision-making process;
- help ensure that public acceptance of the decision-making process is maintained.

Whilst the majority of developers/homeowners do comply with the requirements of planning permissions, there are a number who do not. Where any planning conditions are breached, the Council can take formal enforcement action without further notice. Enforcement action could include such measures as requiring remedial works, cessation of use, or complete demolition and can cause the developer/homeowner unnecessary expense, delay and frustration. In some cases, failure to comply with planning conditions can lead to the loss of the planning permission.

Part 3 - Particulars of decision

The Rochdale 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.

The Council hereby permits the above development in accordance with the details given on the application form and subject to the following condition(s):

Conditions and Reasons:

1 Time Limit

The development must be begun not later than three years beginning with the date of this permission.

Reason: Required to be imposed by Section 91 of the Town and Country Planning Act 1990 (as amended).

2 Plans

This permission relates to the following plans:-

- A645_P_001 – Location Plan
- A645_P_002A – Block Plan
- A645_P_100A – Proposed Site Plan
- A645_P_101A – Proposed External Works (Sheet 1 of 2)
- A645_P_102 – Proposed External Works (Sheet 1 of 2)
- A645_P_200 – Proposed House Type 2A Plan
- A645_P_201A – Proposed House Type 3A Plan
- A645_P_202A – Proposed House Type 3B Plan
- A645_P_203A – Proposed House Type 4A Plan
- A645_P_204A – Proposed House Type 4B Plan
- A645_P_205A – Proposed House Type 5A Plan
- A645_P_206 – Proposed House Type 2A Elevations & Section
- A645_P_211 – Proposed House Type 5A Elevations & Section
- A645_P_400 – Proposed Block Plans & Elevations P 1-4
- A645_P_401 – Proposed Block Plans & Elevations P 5-10
- A645_P_402 – Proposed Block Plans & Elevations P 17-20
- A645_P_403 – Proposed Block Plans & Elevations P 21-22
- A645_P_404 – Proposed Block Plans & Elevations P 23-26

and the development shall be carried out in accordance with these drawings hereby approved.

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 Rochdale Unitary Development Plan and the National Planning Policy Framework.

3 Nesting Season

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.

Reason: In order to prevent any habitat disturbance to nesting birds in accordance with policy G7 of the adopted Rochdale Core Strategy, Policy JP-G8 of the adopted Places for Everyone Joint Development Plan and the National Planning Policy Framework.

4 Tree Protection

No development shall take place until the trees that are to be retained within the site has been enclosed with temporary protective fencing and temporary ground protection has been fully installed in full accordance with BS:5837:2012 'Trees in relation to design, demolition and construction'. The necessary protection measures shall be retained during the period of construction and throughout the installation of the temporary development hereby approved and no work, excavation, tipping, or stacking/storage of materials shall take place beyond such protective fencing during the construction period.

Reason for pre-commencement condition: The trees must be protected before any works are carried out.

Reason: In order to protect the existing trees on the site in the interests of the amenities of the area and in accordance with Policies P3, G1, G6 and G7 of the adopted Rochdale Core Strategy Policies JP-P1, JP-G6 and JP-G7 of the adopted Places for Everyone Joint Development Plan and the National Planning Policy Framework.

5 Construction Environmental Management Plan

No development shall take place (including any site clearance or preparation works) until a Construction Environmental Management Plan (CEMP) has been submitted to, and approved in writing by the Local Planning Authority. For the avoidance of doubt, this shall include the following:

- a. the parking of vehicles of site operatives and visitors;
- b. loading and unloading of plant and materials;
- c. storage of plant and materials used in constructing the development;
- d. the erection and maintenance of security hoarding;
- e. measures to protect surrounding sensitive receptors from fugitive dust and debris both during and after the construction phase; and,
- f. reasonable avoidance measures for the protection of amphibians and mammals.

The approved method statement shall be adhered to throughout the construction period. The development shall not be carried out otherwise than in accordance with the approved method statement without the prior written permission of the Local Planning Authority.

Reason: To minimise the detrimental effects to the natural environment through risks of pollution during the construction phase in accordance with Policies DM1, G7 and G9 of the Core Strategy, Policies JP-P1 and JP-G8 of the adopted Places for Everyone Joint Development Plan and the National Planning Policy Framework.

Reason for Pre-Commencement: Site clearance poses a threat to the surrounding natural environment and to surrounding occupiers and a scheme therefore needs to be agreed in advance of any works taking place.

6 Badger Reasonable Avoidance Methodology

No development (including any demolition) shall take place until the site and land within 30m of the site boundaries, has been surveyed to confirm the continued absence of badgers and badger setts and the results shall be submitted to and approved in writing by the Local Planning Authority. If any badgers are found to either reside or forage within the site, no development (including any demolition) shall take place until a scheme for the protection of their habitat or an appropriate mitigation scheme has been submitted to and approved in writing by the Local Planning Authority and the approved protection / mitigation measures thereafter fully implemented.

Reason: In order that the development does not prejudice the favourable conservation status of badgers in accordance with the requirements of Policy G7 of the adopted Rochdale Core Strategy, Policy JP-G8 of the adopted Places for Everyone Joint Development Plan and the National Planning Policy Framework.

Reason for pre-commencement condition: To protect any badgers that may be present on the land at the time of commencement of development within each phase.

7 Contamination

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:
 - o human health,
 - o property (existing or proposed) including buildings, crops, livestock, pets, woodland, and service lines and pipes,
 - o adjoining land,
 - o groundwaters and surface waters,
 - o ecological systems,
 - o 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 buildings hereby approved are first occupied.

Reason: To ensure the safe development of the site in the interests of the amenity of future occupiers in accordance with Policy G9 of the adopted Rochdale Core Strategy, Policy JP-S1 of the adopted Places for Everyone Joint Development Plan and the National Planning Policy Framework.

Reason for pre-commencement condition: Further investigation will be necessary prior to commencement of any building or engineering works on site.

8 Drainage

Prior to the commencement of development, details of a sustainable surface water drainage scheme and a foul water drainage scheme shall be submitted to and approved in writing by the Local Planning Authority.

The drainage scheme shall be based upon the Assessment & Drainage Strategy dated Sept 2022 by Waterco and the Technical Note on Culvert Remediation by Northern Structural Services rpt ref. C14684 rev 0 dated June 2023. Surface water discharge(s) to the watercourse shall be controlled to 15 l/s or a similar agree value with the LLFA. The submitted design shall include:

- Levels of the proposed drainage systems including proposed ground and finished floor levels in mAOD.
- The background calculations or model information used for the drainage design.
- Construction details for permeable paving including sub-base details e.g. cross-section, if this type of paving forms part of the sustainable drainage system.
- Provision of a Maintenance Document explaining how the surface water scheme will be maintained and managed after completion.

The approved scheme shall also be in accordance with the Non-Statutory Technical Standards for Sustainable Drainage Systems (March 2015) or any subsequent replacement national standards. Prior to occupation/ use of the proposed development, the drainage scheme shall be completed in accordance with the approved details and retained thereafter for the lifetime of the development.

Reason: To promote sustainable development, secure proper drainage and to manage the risk of flooding and pollution. To prevent an increased risk of flooding as a result of the development and to ensure satisfactory disposal of surface water from the site in accordance with Policy G8 of the adopted Rochdale Core Strategy, saved Policy EM/7 of the adopted Rochdale Unitary Development Plan, Policy JP-S4 of the adopted Places for Everyone Joint Development Plan and the National Planning Policy Framework.

Reason for pre-commencement condition: Drainage infrastructure will need to be implemented prior to commencement of above ground works and a scheme therefore needs to be agreed in advance of the same.

9 Piling

No development shall take place until details of penetrative piling for the foundations of buildings have been submitted to and approved in writing by the local planning authority. Such details shall include a risk assessment in connection to the risks to controlled waters in accordance with the Piling and Penetrative Ground Improvement Methods on Land Affected by Contamination: Guidance on Pollution Prevention National Groundwater & Contaminated Land Centre report NC/99/73. The development shall be carried out in accordance with the approved details.

Reason: To ensure that the proposed piling does not harm groundwater resources in line with the provisions of the National Planning Policy Framework.

Reason for pre-commencement condition: As the proposals require ground works, these details are required prior to commencement of any building or engineering works on site.

10 Culvert Repair

No development shall take place until a detailed scheme of repair for the stone and concrete culverts beneath the site has been submitted to and approved in writing by the Local Planning Authority. The submitted details shall include:

- Details of grouting of the redundant brick culvert.
- Details of modifications to the manhole shaft within the site.
- Details of the lining of the concrete culvert from inlet to the manhole shaft.
- Details of the foundations for the dwellings in the vicinity of the sewer – to ensure that the culvert is not compromised.

The repairs shall be carried in accordance with the approved details prior to the first occupation of any dwelling.

Reason: To ensure the long term stability of ground conditions across the site in accordance with Policy G9 of the adopted Core Strategy, Policy JP-S1 of the adopted Places for Everyone Joint Development Plan and the National Planning Policy Framework.

Reason for pre-commencement condition: As the proposals require ground works, these details are required prior to commencement of any building or engineering works on site.

12 Archaeological Written Scheme of Investigation

No development (including any demolition) shall take place until the implementation of a programme of archaeological works to be undertaken in accordance with a Written Scheme of Investigation (WSI) has been secured and which has been prepared by the appointed archaeological contractor and submitted to and approved in writing by the Local Planning Authority. The development shall not be occupied until the site investigation has been completed in accordance with the approved WSI. The WSI shall cover the following:

(a) A phased programme and methodology of site investigation and recording to include:

targeted field evaluation trenching

(depending upon the evaluation results) a strip map and record exercise

targeted open area excavation

(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) Provision for publication and dissemination of the analysis and report on the site investigation.

(d) Provision for archive deposition of the report, finds 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 protect the significance of any archaeological remains on the site in accordance with Policy P2 of the adopted Rochdale Core Strategy, Policy JP-P2 of the adopted Places for Everyone Joint Development Plan and the National Planning Policy Framework.

Reason for pre-commencement condition: There is a risk of disturbance to below ground features of archaeological importance on commencement.

13 Finished Ground and Floor Levels

No development shall take place until finished floor levels for the proposed buildings and finished ground levels across the site relative to 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, Policy JP-P1 of the adopted Places for Everyone Joint Development Plan and the National Planning Policy Framework

Reason for pre-commencement condition: An understanding of proposed levels in relation to existing levels is required prior to commencement of any relevant engineering operations on site.

13 Invasive Species Method Statement

No development or works of site preparation shall take place until a detailed method statement for the removal or long-term management/eradication of Japanese Knotweed on the site has been submitted to and approved in writing by the local planning authority. The method statement shall include measures to prevent the spread of Japanese Knotweed during any operations such as mowing, strimming or soil movement, and measures to ensure that any soils brought to the site are free of the seeds/roots/stems of any invasive plant covered under the Wildlife and Countryside Act 1981. Development shall be carried out in accordance with the approved method statement.

Reason: In accordance with policy G7 of the adopted Rochdale Core Strategy, Policy JP-G8 of the adopted Places for Everyone joint development plan and to ensure the satisfactory treatment and disposal of invasive plant species which, under the terms of the Wildlife & Countryside Act 1981 (as amended) it is an offence to be caused to be spread in the wild.

Reason for pre-commencement condition: Construction activity increases the risk of invasive species spreading.

14 Materials

Notwithstanding any description of materials in the application no above ground construction works shall take place until samples and / or full specifications of materials to be used externally on the building(s) have been submitted to and approved in writing by the Local Planning Authority. Such details shall include the type, colour and texture of the materials. Development shall be carried out 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, Policy JP-P1 of the adopted Places for Everyone Joint Development Plan and the National Planning Policy Framework.

15 Windows, Doors and Rooflights

Notwithstanding any description in the application, no above ground works shall take place until full product specifications for the windows, external doors, roof lights, and detailed designs of the window and door reveals, at a scale of not less than 1:50, to be used on the development hereby approved, have been submitted to and approved in writing by the Local Planning Authority. The windows and doors shall be installed in accordance with the approved details thereafter.

Reason: In the interests of visual amenity and in accordance with policies P3 and DM1 of the adopted Rochdale Core Strategy, Policy JP-P1 of the adopted Places for Everyone Joint Development Plan and the National Planning Policy Framework.

16 Pipework, Meter boxes and Flues

Notwithstanding any description in the application or approved plans, no above ground works shall take place until full details of the design and placement of any pipework, meter boxes or flues (as necessary) to be fixed to the dwellings hereby approved have been submitted to and approved in writing by the Local Planning Authority. The approved measures shall be duly implemented and retained as such thereafter.

Reason: In the interests of visual amenity and in accordance with policies P3 and DM1 of the adopted Rochdale Core Strategy, Policy JP-P1 of the adopted Places for Everyone Joint Development Plan and the National Planning Policy Framework.

17 Landscaping

Notwithstanding the details shown on the approved plans, the development hereby permitted shall not be occupied 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.

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 final occupation of the development hereby permitted, whichever is the sooner.

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 G6 and G7 of the adopted Rochdale Core Strategy, Policies JP-G7 and JP-G8 of the adopted Places for Everyone Joint Development Plan and the National Planning Policy Framework.

18 Open Space and Play Area Design

The development hereby approved shall not be occupied until such time as a detailed scheme for the approved Open Space and Local Area for Play, including but not limited to the matters listed below, has been submitted to and approved in writing by the Local Planning Authority:

- (i) A general arrangement layout plan;
- (ii) Specification of surfacing treatments;
- (iii) Full detail of proposed boundary treatments;
- (iv) Specification, full detail of appearance and the layout of the proposed play equipment;
- (v) Specification and layout of street furniture including benches and bin provision;
- (vi) Specification and layout of lighting, as appropriate; and

The duly approved scheme shall be implemented in full thereafter and no more than 30 dwellings within the site shall be first occupied until such time as the Local Area for Play has been made fully available for use. The Local Equipped Area for Play shall be retained and maintained thereafter in accordance with the details duly approved.

Reason: In the interests of proper planning, the visual amenities of the area and to ensure the provision of retained and enhanced open space on the site, in accordance with Policies P3, DM1, G6 and G7 of the adopted Rochdale Core Strategy, Policies JP-G7, JP-G8 and JP-P1 of the adopted Places for Everyone Joint Development Plan and the National Planning Policy Framework.

19 Biodiversity Enhancement

No above ground works shall take place until a scheme of biodiversity enhancements for the site including, but not limited to, the provision of bird boxes, bird bricks, bat boxes and bat bricks to be integrated to the fabric of the buildings hereby approved, bug hotels, hibernaculum, wildflower seeding and hedgehog habitat (including provision of 'Hedgehog Highways') has been submitted to and approved in writing by the Local Planning Authority. The duly approved scheme shall be implemented in full prior to first occupation of the dwellings and retained thereafter.

Reason: In the interests of enhancing biodiversity and habitat provision within the site in accordance with Policy G7 of the adopted Rochdale Core Strategy, Policy JP-G8 of the adopted Places for Everyone Joint Development Plan and the National Planning Policy Framework.

20 Refuse Store

No part of the development shall be occupied until such time as details for the design of refuse/recycling bin store has been submitted to and approved in writing by the Local Planning Authority. The duly approved scheme shall be installed in complete accordance and made available for use prior to the approved development first being brought into use. The approved refuse and recycling scheme shall be retained as constructed for its intended use thereafter.

Reason: To ensure the provision of satisfactory and secure facilities for storage of refuse and in the interests of visual amenity in accordance with policy P3 of the Rochdale Unitary Development Plan, Policy JP-P1 of the adopted Places

for Everyone Joint Development Plan and the National Planning Policy Framework.

21 Boundary Treatments

Notwithstanding any details submitted as part of the application, no part of the development shall be occupied until details of the type, siting, design and materials to be used in the construction of boundaries, screens or retaining walls have been submitted to and approved in writing by the Local Planning Authority and the approved structures have been erected in accordance with the approved details. The structures shall thereafter be retained.

Reason: In the interests of amenity and in compliance with policies P3 and DM1 of the adopted Rochdale Core Strategy, Policy JP-P1 of the adopted Places for Everyone Joint Development Plan and the National Planning Policy Framework.

22 Vehicular Access, and Parking areas

No above ground works shall take place until a detailed design for the vehicular access from Bury and Rochdale Old Road, parking spaces and access road serving the development hereby approved, including construction level drawings showing the levels, drainage strategy, lighting and materials (as necessary), has been submitted to and approved in writing by the Local Planning Authority. The development shall be carried out in complete accordance with the approved details prior to the first occupation of the approved dwellings and shall be retained thereafter for their intended purpose.

Reason: In the interests of highway safety and the free flow of traffic and in accordance with Policies T2 and DM1 of the adopted Rochdale Core Strategy, Policy JP-C8 of the adopted Places for Everyone Joint Development Plan and the National Planning Policy Framework.

23 Noise Impact Assessment

The development hereby approved shall be constructed in accordance with the noise mitigation measures set out within the submitted Noise Impact Assessment by Philip Dunbavin Acoustics Ltd dated 09 August 2022 ref. J003941-5711-JP-01. No part of the development shall be occupied until such time as a verification report has been submitted to and approved in writing by the Local Planning Authority to confirm that the approved ventilation and acoustic measures have been implemented to achieve the required maximum noise levels. The noise attenuation measures shall be retained as installed thereafter in perpetuity.

Reason: To safeguard the amenities of residents in order to comply with the requirements of Policies G9 and DM1 of the adopted Rochdale Core Strategy, Policy JP-S1 of the adopted Places for Everyone Joint Development Plan and the National Planning Policy Framework.

24 No External Lighting

No external lighting shall be installed on the building or elsewhere on the site unless a scheme for such lighting has first been submitted to and approved in writing by the Local Planning Authority. The approved details shall thereafter be fully implemented.

Reason: In the interests of amenity and the conservation of protected species and in compliance with Policies P3, G9, DM1 and G7 of the adopted Rochdale Core Strategy, Policies JP-G8 and JP-P1 of the adopted Places for Everyone Joint Development Plan and the National Planning Policy Framework.

25 Permitted Development Rights

Notwithstanding the provisions of the Town and Country Planning (General Permitted Development) (England) Order 2015 (as amended), or any equivalent Order following the revocation and re-enactment thereof, the dwelling hereby approved shall not be altered or extended, and no buildings or structure shall be erected within their curtilage under Schedule 2, Part 1, Classes A, AA, B, D, and E of the above Order except with the prior written approval of the Local Planning Authority.

Reason: To prevent undue harm to the amenity of existing and future occupiers and in the interest of visual amenity and in accordance with Policies P3 and DM1 adopted Rochdale Core Strategy, Policy JP-P1 of the adopted Places for Everyone Joint Development Plan and the National Planning Policy Framework.

Procedure Statement:

The Local Planning Authority worked proactively with the applicant to identify various solutions during the application process to ensure that the proposal comprised sustainable development and would improve the economic, social and environmental conditions of the area and would accord with the development plan. These were incorporated into the scheme and/or have been secured by planning condition.

Date Decision Issued XX July 2025

Melanie Hale
Head of Planning Services

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: [Fees for Planning Applications in England](#)

INFORMATIVE:

The proposed development lies within an area that has been defined by the Mining Remediation Authority as containing coal mining features at surface or shallow depth. These features may include: mine entries (shafts and adits); shallow coal workings; geological features (fissures and break lines); mine gas and former surface mining sites. Although such features are seldom readily visible, they can often be present and problems can occur, particularly as a result of new development taking place.

Any form of development over or within the influencing distance of a mine entry can be dangerous and raises significant land stability and public safety risks. As a general precautionary principle, the Mining Remediation Authority considers that the building over or within the influencing distance of a mine entry should be avoided. In exceptional circumstance where this is unavoidable, expert advice must be sought to ensure a suitable engineering design which takes account of all relevant safety and environmental risk factors, including mine gas and mine-water. Your attention is drawn to the Mining Remediation Authority Policy in relation to new development and mine entries available at:

Building on or within the influencing distance of mine entries - GOV.UK

Any intrusive activities which disturb or enter any coal seams, coal mine workings or coal mine entries (shafts and adits) requires a Mining Remediation Authority Permit. Such activities could include site investigation boreholes, excavations for foundations, piling activities, other ground works and any subsequent treatment of coal mine workings and coal mine entries for ground stability purposes. Application forms for Mining Remediation Authority permission and further guidance can be obtained from The Mining Remediation Authority's website at: www.gov.uk/get-a-permit-to-deal-with-a-coal-mine-on-your-property

What is a permit and how to get one? - GOV.UK (www.gov.uk) In areas where shallow coal seams are present caution should be taken when carrying out any on site burning or heat focused activities.

If any future development has the potential to encounter coal seams which require excavating, for example excavation of building foundations, service trenches, development platforms, earthworks, non-coal mineral operations, an Incidental Coal Agreement will be required. Further information regarding Incidental Coal Agreements can be found here - <https://www.gov.uk/government/publications/incidental-coal-agreement/guidance-notes-for-applicants-for-incidental-coal-agreements>

If any coal mining features are unexpectedly encountered during development, this should be reported immediately to the Mining Remediation Authority on 0800 288 4242. Further information is available on the Mining Remediation Authority website at: Mining Remediation Authority - GOV.UK

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. Please contact environmental.management@rochdale.gov.uk for a quotation for your development.

Schedule 3 – Monitoring Fees

1. Monitoring Fees

- 1.1. To pay the Monitoring Fees to the Council prior to Commencement of the Development and not to Commence the Development without having paid the Monitoring Fees to the Council.

Schedule 4 – Viability Re-Appraisal

1. Within 30 Working Days of the Calculation Date the Owner shall submit a Viability Re-Appraisal to the Council for approval together with the payment to the Council of the Viability Re-Appraisal Costs Sum.
2. The Council shall confirm in writing to the Owner within 40 Working Days following receipt of a Viability Re-Appraisal that either:
 - 2.1. the Viability Re-Appraisal is agreed; or
 - 2.2. that the Council requires further clarification or details in respect of the Viability Re-Appraisal (and where such further clarification or details are required the Council shall specify such further information and or details); or
 - 2.3. that the Viability Re-Appraisal is not agreed (in which case the Council shall provide the Owner with its own Viability Re-Appraisal).
3. In the event that the Council requires further clarification or details pursuant to paragraph 2.2 above the Owner shall provide such clarification or details as soon as reasonably practicable and in any event within 20 Working Days.
4. In the event that the Council confirms that the Viability Re-Appraisal is not agreed pursuant to paragraph 2.3 above the Owner shall not later than 20 Working Days from such confirmation either agree in writing the Council's own Viability Re-Appraisal or shall or submit a revised Viability Re-Appraisal to the Council.
5. The process outlined at paragraphs 2 to 4 hereof shall be repeated until such time as agreement is reached in writing between the Council and the Owner in respect of a Viability Re-Appraisal **PROVIDED THAT** in the event that the process is repeated twice and agreement has not been reached then either party may refer the matter to an Expert in accordance with Clause 11 of this Deed.
6. In the event that an agreed (or determined pursuant to Clause 11) Viability Re-Appraisal identifies a Surplus the Owner shall pay the Viability Contribution to the Council within 20 Working Days of such agreement (or determination) **PROVIDED THAT** nothing in this Schedule 4 shall require the Owner to pay to the Council a sum that is greater than the Surplus Cap.
7. No more than 28 of the Dwellings shall be Occupied until the Viability Re-Appraisal is finally settled and any Viability Contribution resulting therefrom is paid to the Council.

Schedule 5 - Council's Covenants (General)

1. Receipt of the Contributions

- 1.1. The Council will issue separate receipts on request for any sum paid to the Council under this Deed.
- 1.2. The Council will place all sums received under this Deed in an interest bearing account or in separate accounts as the Council shall at its discretion decide.
- 1.3. The Council will not apply the Viability Contribution or any sums received pursuant to this Deed for any purpose other than towards the provision of Affordable Housing within the Councils administrative area

2. Repayment of Viability Contribution

- 2.1. Any Viability Contribution received by the Council under this Deed (or part or parts thereof) which are not expended or Committed within 10 (ten) years of the date of payment shall, upon the written request of the paying party, be returned to that party or its nominee together with any interest accrued.

3. Performance

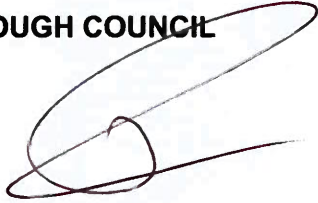
- 3.1. Upon the reasonable written request of the Owner after any of the Planning Obligations have been performed the Council will issue written confirmation thereof and will thereafter cancel all relevant entries in the register of local land charges.
- 3.2. In the event of the Planning Permission expiring or in the event of the withdrawal revocation or quashing of the Planning Permission the obligations under this Deed shall cease absolutely and the Council shall upon written request from the Owner procure that any entry referring to this Deed in the register of local land charges shall be removed forthwith upon request of the Owner.
- 3.3. Where this Deed is released in part by a future agreement, the Council shall upon written request from the Owner place a note against the entry made in the register of local land charges stating which obligations no longer have effect.
- 3.4. If the Owner makes a request in writing for the Council to place a note against the entry made in the register of local land charges stating which obligations under this Deed have been discharged and complied with, the Council will place such a note against the entry to the extent which such obligations are deemed by the Council to have been discharge and complied with under the terms of this Deed.

4. Planning Permission

- 4.1. The Council will issue the Planning Permission within 12 Working Days of the date of this Deed.

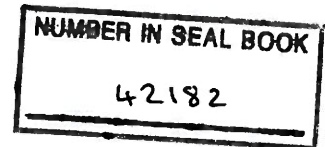
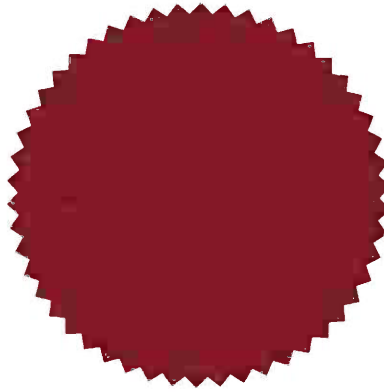
Executed as a Deed (but not delivered
Until the date of it) by the affixing of

**THE COMMON SEAL of
ROCHDALE BOROUGH COUNCIL**



Authorised Sealing Officer

(A permanent Officer of the Council)



Executed as a deed

(but not delivered until the date hereof) by

HALL & Co Developments Limited

acting by a director



Director

in the presence of:

Witness signature: 

Name of witness: STEPHEN JOHN DANIELS

Witness address: 2 AINTON ROAD DROYLDEN

MANCHESTER M14 3 7BP

Executed as a deed

(but not delivered until the date hereof) by

AAS LAND & PROPERTY LIMITED

acting by a director



Director

in the presence of:

Witness signature: SDDone
Name of witness: STANLEY JOHN DANIEL
Witness address: 2 ASHTON ROAD DROYLDEN MANCHESTER M43 7BP

Signed as a deed

(but not delivered until the date hereof) by

DAVID AINSWORTH

[Signature]

in the presence of:

Witness signature: SDDone
Name of witness: STANLEY JOHN DANIEL
Witness address: 2 ASHTON ROAD DROYLDEN MANCHESTER
M43 7BP

Signed as a deed

(but not delivered until the date hereof) by

ANTHONY AINSWORTH

[Signature]

in the presence of:

Witness signature: SDDone
Name of witness: STANLEY JOHN DANIEL
Witness address: 2 ASHTON ROAD DROYLDEN MANCHESTER
M43 7BP

Signed as a deed

(but not delivered until the date hereof) by

ANDREW DAVID HOPKINSON

[Signature]

in the presence of:

Witness signature: SD Daniel

Name of witness: STEVEN JOHN DANIELS

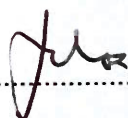
Witness address: 2 ASHTON ROAD DROYLSDEN
MANCHESTER M43 7BP

Executed as a deed

(but not delivered until the date hereof) by

ORGANON PENSION TRUSTEES LIMITED

acting by a director



Director

in the presence of:

Witness signature: SD Daniel

Name of witness: STEVEN JOHN DANIELS

Witness address: 2 ASHTON ROAD DROYLSDEN MANCHESTER M43 7BP