

Local Plan – Regulation 24
Main Modifications Consultation
Responses Received
Part 3 of 5 - Response 88



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Classification of Responses

Response Number	Name	Reference Number	Allocation / Policy Reference (if applicable)	Nature of Response
1	National Highways	Numerous	Numerous	Numerous
2	Historic England	Numerous	Numerous	Numerous
3	Michael Watson (Renaker)	-	HS2.39	Request the allocation of a housing site
4	Carlo Latronico	MM009	H3	Objection
5	Jason & Sarah Menzies	MM009	H3	Objection
6	Ian Francis	PM-05	H34	Map Amendment
7	Deborah Brown & Andrew Morris	MM009	H3	Objection
8	Elizabeth & John Finn	MM009	H3	Objection
9	Public Health Planning	MM038	-	Support
10	Tracey McMahon	MM009	H3	Objection
11	Historic England	Errata	-	-
12	Homes England	-	-	-
13	Katrina & Steven Meager	MM009	H3	Objection
14	J & H Walton	MM009	H3	Objection
15	Nicholas Cousins		H34	Objection
16	Deena Burns	MM009	H3	Objection
17	Sarah & Andrew Hardman	MM009	H3	Objection
18	The Coal Authority	-	-	-
19	Julie Baugh	MM009	H3	Objection
20	Jack Woodworth	MM009	H3	Objection
21	Richard Holt	MM009	H3	Objection
22	Sophie Schofield	MM009	H3	Objection
23	Steve Hughes	MM009	H3	Objection
24	Maybern Planning	Numerous	Numerous	Numerous
25	Catherine Hodge	MM009	H3	Objection
26	Dave Terry	MM009	H3	Objection
27	Chris Brannan	MM009	H3	Objection
28	Chris Baugh	MM009	H3	Objection
29	Jack & Dorothy Norris	MM009	H3	Objection
30	Wendy Grimshaw	MM009	H3	Objection
31	Sharon Rumsam	MM009	H3	Objection
32	Margaret Burton	MM009	H3	Objection
33	Samuel Whittaker	MM009	H3	Objection
34	Mary & Roy Fletcher	MM009	H3	Objection
35	Gillian Whittaker	MM009	H3	Objection

36	The Limey Valley Residents' Association	MM009	H3	Objection
37	David Foxcroft	MM009	H3	Objection
38	Andy Ashworth	MM009	H3	Objection
39	Phil Hackett	MM009	H3	Objection
40	United Utilities	MM048	ENV9	Support
41	Lisa Hunt	MM009	H3	Objection
42	Sport England	MM009	H46	Support
43	David Schofield	MM009	H3	Objection
44	Rossendale Civic Trust	-	-	Rossendale is not capable of sustaining the proposed housing / Farming has not been acknowledged
45	Wesley Mort	MM009	H3	Objection
46	Craig Scott	MM009	H3	Objection
47	Sally Dewhurst	MM009	H3	Objection
48	Mark Booth	MM009	H3	Objection
49	Christine Smithies	MM009	H3	Objection
50	Josh Sutton & Fiona Shaw	MM009	H3	Objection
51	Anne McKown	MM046	ENV7	Query / Support of closing paragraph
52	Home Builders Federation	Numerous	Numerous	Numerous
53	Carol Clement	MM009	H3	Objection
54	Nancy Kelly	MM009	H3	Objection
55	Mason Woods	MM009	H3	Objection
56	Philip & Gillian Amatt	MM009	H3	Objection
57	Dorothy Graham	MM009	H3	Objection
58	Adam Dawson	MM009	H3	Objection
59	Kevin Woods	MM009	H3	Objection
60	Natural England	-	-	-
61	Elizabeth Foy	MM009	H3	Objection
62	John Atherton & Lynne Lomax	MM009	H35	Concerns regarding methane, acid mine water and heavy metals contamination
63	Peter Stansfield	MM009	H3	Objection
64	Dylan Woods	MM009	H3	Objection
65	Sharlyn Mckittrick	MM009	H3	Objection
66	Planware (McDonalds)	MM038	R5	Objection
67	Grane Residents' Association	MM009	H64	Objection
68	Kevin Bent	MM009	H3	Objection
69	Jason Norris	MM009	H3	Objection
70	Kaye Abbott	MM009	H3	Objection
71	Christopher Turner	MM009	H3	Objection
72	Mrs Turner	MM009	H3	Objection
73	Maybern (Westchurch Homes)	Numerous	Numerous	Numerous

74	Morgan Woods	MM009	H3	Objection
75	Marie Charlton	MM009	H64	Objection
76	Jonathan & Sonia Lofthouse	MM009	H3	Objection
77	CBRE (United Utilities)	MM009	Cowm Water Treatment Works (prev. H69)	Gives supporting evidence for the re-instatement of the housing allocation
78	Christine Hereward	MM009	H3	Objection
79	Lead Local Flood Authority	Numerous	Numerous	Numerous
80	Victoria Holt	MM009	H3	Objection
81	CBRE (United Utilities)	MM009	H24	Support
82	Phil Nelson	MM009	H3	Objection
83	Rossendale Primary Care Network	-	-	Request infrastructure or financial support via s106/ CIL
84	SSA Planning (KFC)	MM038	R5	Objection
85	David Graham	MM009	H3	Objection
86	Edenfield Community Neighbourhood Forum	Numerous	Numerous	Numerous
87	Pegasus Group (Taylor Wimpey)	Numerous	Numerous	Numerous
88	Roman Summer	Numerous	Numerous	Numerous
89	Hall Park Residents' Association	MM028	NE2	Numerous
90	Hourigan Connolly	Numerous	Numerous	Numerous
91	Turley (Peel L&P)	Numerous	Numerous	Numerous
Responses received after 5pm on Friday the 15th of October 2021				
92	McDermott Homes	Numerous	Numerous	Numerous
93	Christine Catlin	MM009	H3	Objection
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95	Michael Bennett	MM009	H3	Objection
96	Chris Ashworth	MM009	H3	Objection
97	Caroline Mitchell	MM009	H3	Objection
98	Campaign to Protect Rural England	Numerous	Numerous	Numerous

ENGINEERING REPORT 7170

**EDENWOOD MILL
EDENWOOD LANE
OFF BOLTON ROAD NORTH
RAMSBOTTOM
BL0 0EX**

**CLIENT: MR PAUL TURNBULL
TURNBULL & STOCKDALE LTD**

13.03.2020 MP/CH



1.0 INTRODUCTION

The purpose of this report is to comment on the existing structural condition of the above building with particular regard to dangerous elements of the overall structure and to comment on the feasibility of retention of the building for modern day usage.

The Report is based on a visual inspection only predominantly to the external aspects of the property and was last inspected by this practice in the 1990's (approximately).

The majority of the interior access is extremely limited owing to the potential instability to parts of the building.

The aerial photograph circa 1960 shows the general condition and layout of the mill in better days.



2.0 PREAMBLE

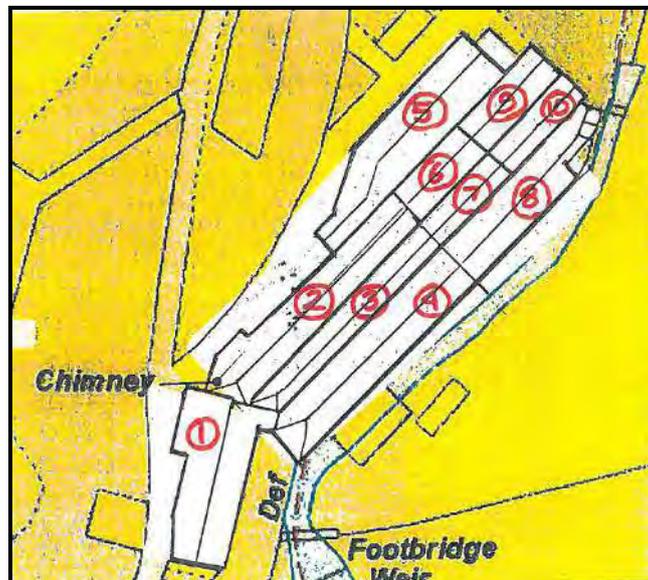
The original mill (Unit 1) was constructed in the early 1800's comprising the three storey back to earth construction located on the Southern end of the current complex at the end of the access road from Edenwood Lane, Off Bolton Road.

The original mill was extended in a three bay gable profile on the level site immediately adjacent to the North Eastern (right hand) bank of the River Irwell, extending for a length in the order of 80 metres x 25 metres wide (three storey) with a further single storey construction on the North Western aspect. (See Plan)

With the exception of the original natural stone solid wall construction mill, the remainder of the development is in Accrington facing brick with reinforced concrete lintels and an internal steel frame construction supporting suspended timber floors at first and second floor levels. (Units 2 – 10).

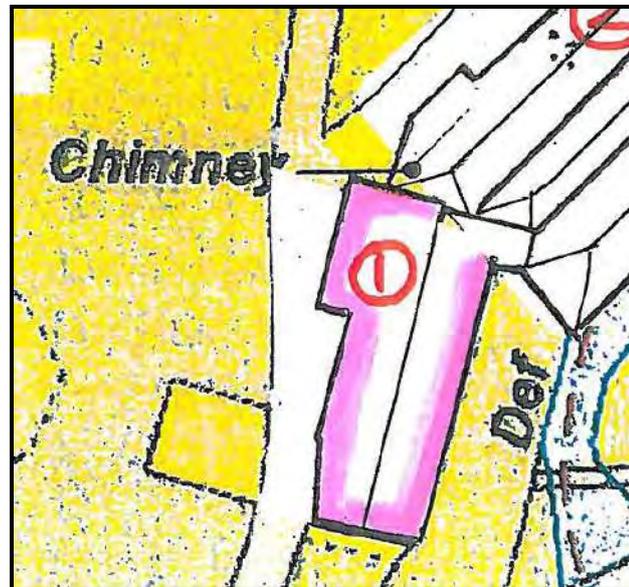
The whole site is heavily overgrown with vegetation with the majority of ground floor windows and openings boarded over or incorporating security fencing.

For location purposes only the various units have been identified as detailed below.



INSPECTION

3.0 UNIT 1 – ORIGINAL MILL



- 3.1 The original mill has a back to earth construction in natural stonework of solid wall construction incorporating three storeys to the front riverside elevation, accessed with a 4 metre wide track located at the site of the variable height retaining wall leading to the Southern front corner of the mill. The mill was completed with a blue slated pitched roof. (Photograph 075, 076, 077).



- 3.2 The building is aligned on an approximate North/South orientation with the front elevation having a predominantly Eastern aspect.
- 3.3 The elevation incorporates a repeated window pattern at ground, first and second floor levels, the windows framed with natural stone heads and cills, with regular stone coursing. The wall thicknesses (not confirmed) probably in the order of 450mm thick.
- 3.4 For identification purposes the windows are numbered from left to right, Bays 1 – 8 with exception of a blank Bay between Bays 1 and 2 on a regular pattern. (Photographs 075, 076, 077).
- 3.5 On the front left hand side (Bay 1) the second floor window has been modified from an original ‘taking-in’ door to form the current reduced window opening. (Photographs 075, 135).
- 3.6 In the vertical plane loss of vertical alignment is evident in the upper levels the loss of vertical alignment increasing towards the right hand aspect. (Photographs 133, 134, 139, 140).



- 3.7 Pattress plates (4 number) originally located at first floor head level between Bays 2 and 3 possibly for wall deflection or internal factory fittings. (Photographs 136, 137).

- 3.8 The stonework coursing is good notwithstanding the weathering to the pointing and general staining to the masonry owing to the absence of any rainwater systems.
- 3.9 The horizontal profile of the window heads and cills is satisfactory the minor losses not extensive. (Photographs 141, 142).
- 3.10 Of more concern is the evidence of bowing to the front elevation and we would expect separation evident at first and second floor levels between the front walls and any return cross walls. (Photograph 139).
- 3.11 At ground floor level to Bays 7 and 8 a 4 metre wide vehicle opening has been formed in the original wall. (Photograph 143).

4.0 SOUTHERN ELEVATION

- 4.1 The two storey gable fronted Southern elevation is accessed at first floor level, the access road retained on a natural stone wall leading from Edenwood Lane up to the Southern corner of the original mill. Maximum wall height on the front elevation in the order of 4 metres. (Photographs 133, 135).



- 4.2 The gable elevation incorporates a sliding doorway on the left hand Western side with a former personnel door completed with an original stone head detail, the doorway has been infilled in stone. (Photograph 001).
- 4.3 At upper level (second floor from front elevation) two original ‘taking-in’ doors with drip stoner details have been partially infilled with matching stone. The gable elevation is asymmetrical in profile.

5.0 WESTERN ELEVATION

- 5.1 The left hand Western elevation reduces in height towards the North to accommodate the rising access road levels to the rear of the site and extends for a length in the order 35 metres. The initial 10 metre section following a skew alignment to follow the original line of the access road and originally incorporated a covered pitched roof section over the roadway.
- 5.2 An infilled former ‘taking-in’ door with hood detail is retained at true second floor level. (Photograph 002).

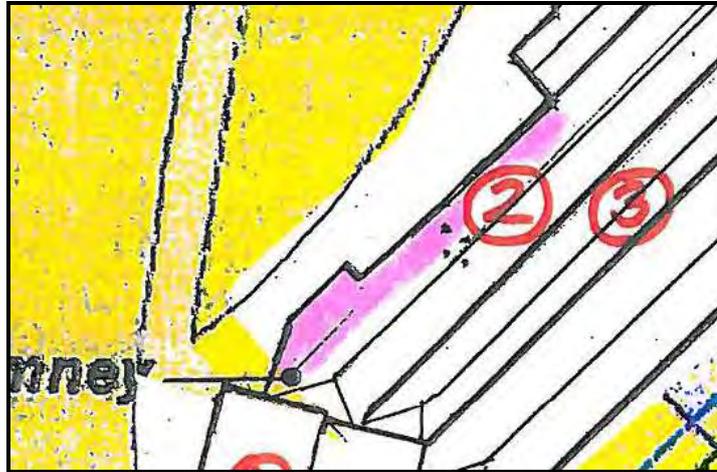


- 5.3 The profile of the upper pike stonework to the original canopy is still present although the roof trusses and purlins have collapsed.
- 5.4 The central wall section incorporates 3 number windows at second floor level with a partial cover window to the first floor level. (Photographs 003, 004).
- 5.5 Internally the roof incorporates king post trusses approximately 3 metre centres. Collapse of the main roof slope has occurred over the majority of the roof area. (Photograph 168).



- 5.6 The Northern gable of the original mill has no roof or restraints and is free standing. (Photograph 007).
- 5.7 The rear wall incorporates 4 number windows at second floor level with an increased frontage to that on the front elevation.
- 5.8 The horizontal alignment at wall plate level follows a slight hogging profile. (Photograph 009).

6.0 NORTH WEST REAR WALL – UNIT 2



- 6.1 The single storey wall in dressed stone follows a skew alignment from the base of the chimney continuing for a length in the order of 20 metres incorporating five window openings with stone heads and cills. (Photographs 017, 018).



- 6.2 The horizontal and vertical profile of the wall is reasonable. (Photographs 019, 020, 021).
- 6.3 From the open windows the interior of Unit 2 can be observed with significant loss of roof structure and slating. (Photographs 022, 023, 175).



- 6.4 Limited view of unit from (East) section of Units 3 and 4. (Photograph 024).

7.0 UNIT 5



- 7.1 A 3 metre wide gable doorway leads into the South Western elevation (main unit) located on the left hand rear North Western corner of the complex. (Photograph 026).

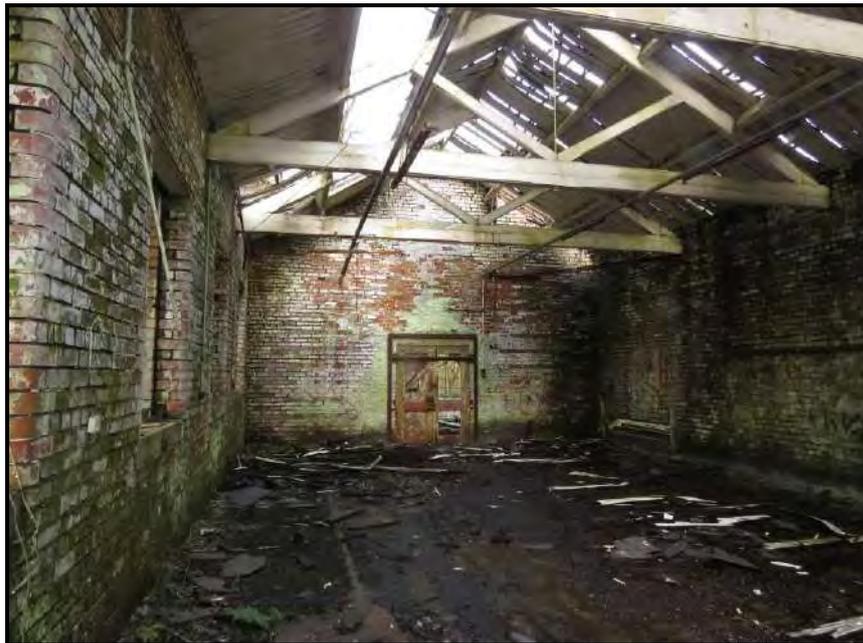


- 7.2 The original outer leaf of dressed stone has been removed from the doorway exposing the random inner wall construction. (Photographs 026, 027).
- 7.3 The external rear wall to the entrance of Unit 3 is completed in dressed stone incorporating three rectangular windows. Some of the stonework at wall plate level is missing. (Photograph 030).
- 7.4 From the entrance into the rear wall follows a skew alignment to the larger area of the main Unit towards the North East. (Photographs 028, 029).
- 7.5 The flank wall constructed in Accrington brick, both wall thicknesses circa 300mm, and incorporating 375mm x 100mm wide piers beneath a four course deep corbelled brickwork at eaves level. (Photographs 030, 031, 032).



- 7.5 The rear North Western wall to Unit 3 extends for a further 30 metres with a 2 metre square opening flanked on the right hand side (South West) by two Bays between brickwork piers incorporating rectangular windows on stone cills beneath a four course deep corbelled brickwork head. (Photographs 034, 035).

- 7.6 The window details are repeated to the left hand (North East) of the opening with four matching windows. (Photograph 036).
- 7.7 Internally the roof construction incorporates king post with a central steel tie on the largest spans whilst the smaller spans towards the entrance are of tied rafter configuration. (Photographs 037, 038, 039).
- 7.8 The roof is over-boarded but all the slates have been removed. (Photographs 179E, 041, 042, 048).



- 7.9 On the internal cross wall between Unit 5 and 6 the lower first floor level of Unit 6 overlooks the ground floor to Unit 8. (Photographs 039, 040).
- 7.10 The adjoining Unit No. 6 incorporates steelwork beams spanning the full width of the Unit originally incorporating suspended timber floor joists (now missing). (Photographs 043, 044).
- 7.11 The seating of the trusses on the external/internal cross wall is still in place. (Photographs 045, 046, 047).
- 7.12 The gable elevation incorporates a rectangular doorway on the North Eastern corner – Unit 3.
- 7.13 Photograph 048 shows the typical condition of the original pitched roof.

8.0 NORTH EASTERN GABLE – UNIT 5



- 8.1 The gable to Unit 5 extends for a width in the order of 10 metres incorporating three indented panels completed with four courses of brickwork to the upper pike level and a doorway in the central section. (Photographs 049, 050).



- 8.2 The overall profile and condition of the brickwork is satisfactory notwithstanding weathering to the pointing. (Photographs 049, 050).

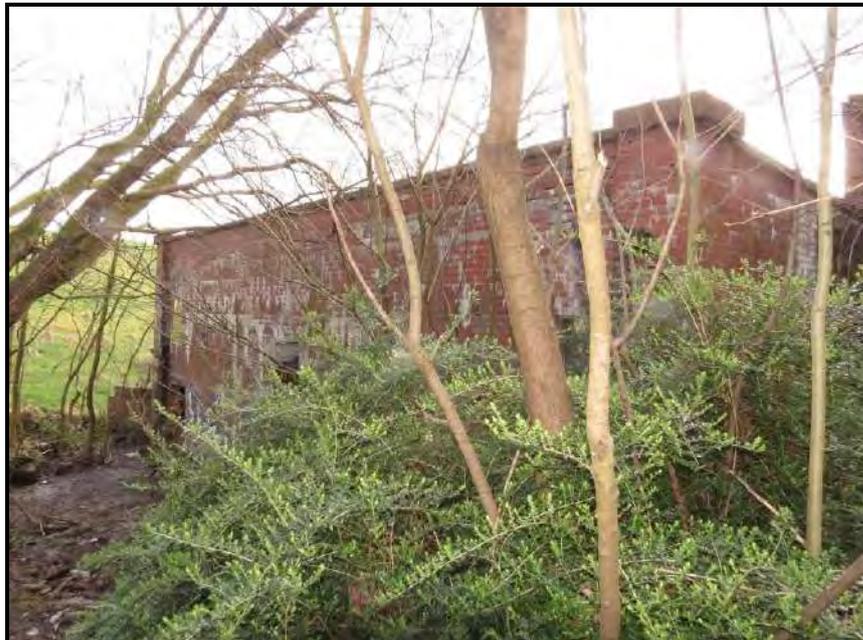


- 8.3 There is an eroded slope (former footpath) forming a water channel following recent rainfall, running from North to South. (Photograph 051).

9.0 NORTH EASTERN WALL TO UNITS 9 AND 10



- 9.1 The North Eastern elevation to the two units is a full height wall in brickwork laid in stretcher bond extending for a total width in the order of 12 metres, incorporating a 1400mm square pier on the right hand Northern corner and a smaller pier on the left hand South Eastern corner. The wall is completed with a probable concrete coping. (Photograph 052).



- 9.2 Considerable efflorescence is evident to the brickwork but the vertical profile is reasonable. (Photographs 053, 054).



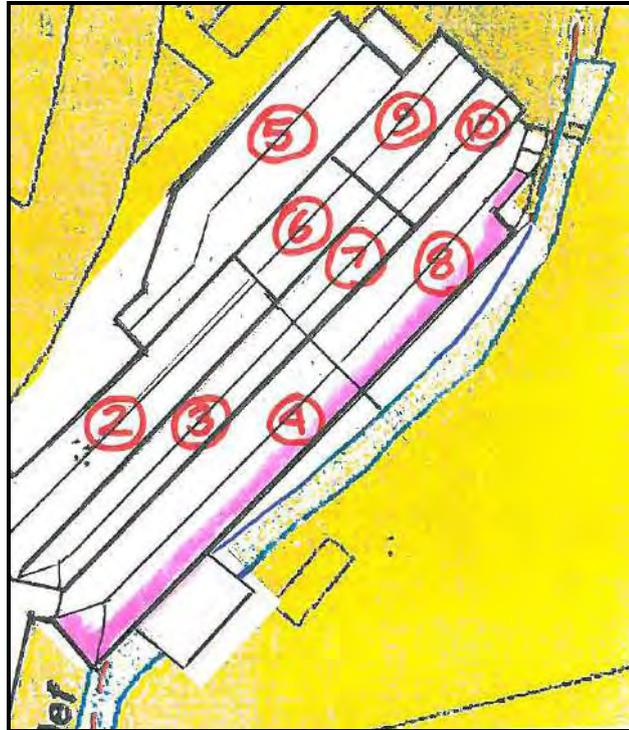
- 9.3 The eroded water channel on the Northern aspect is shown in photograph 055.
- 9.4 The rainwater hopper from the roof valley between Units 9 and 10 still exists against the flank wall, with a personnel door on the left hand North Eastern corner. (Photographs 054, 055).

10.0 RIVER ELEVATION NORTH EAST – UNITS 4 AND 8

- 10.1 The North Eastern corner of the main mill overlooks the River Irwell incorporating twin culvert discharge pipe diameters approximately 1.5 metres constructed in a head wall overlooking the downstream section. (Photographs 059, 060).
- 10.2 The North Eastern corner incorporates a 10 metre return wall from Unit 10 with a full height rectangular infill construction between the part gable elevation of Unit 8. (Photographs 061, 062, 063).



11.0 SOUTH EAST ELEVATION – MAIN MILL



- 11.1 The South East elevation forming the external walls fronting onto the river to Units 4 and 8, is two storeys high extending for a length in the order of 60 metres.
- 11.2 The format of the two Units (4 and 8) is almost identical incorporating 686mm (original 27" piers) by 110mm (4 inch) at 3.61 centres – 12ft) with two windows at ground and first floor level.
- 11.3 The earlier construction of Unit 4 (Bays 1 – 9) includes window openings incorporating natural stone cills and a reinforced concrete head to the window openings at first floor level.
- 11.4 The Bays 10 - 16 incorporate a concrete head detail with visual evidence of minor crazing and spalling to the face.
- 11.5 The elevation is completed in garden wall bond (headers every three courses) on an enlarged brickwork plinth.

- 11.6 The door and windows are seated on a two course deep stone cill beneath a reinforced concrete four course deep lintel at first floor level.
- 11.7 The wall height is in the order of 6.5 metres above external ground level and originally incorporated natural stone coping.
- 11.8 In Bays 1, 5, 9 and 13 the parapet height increases on the remainder of the wall section by five courses of brickwork (approximately 375mm) and the Panels incorporate a projecting brickwork motif. (Photographs 087E, 067, 064).



- 11.9 The North Eastern corner incorporates a rectangular infill structure between the North Eastern gable of Unit 11 and the South of the flank of Unit 10. (Photographs 062, 063).
- 11.10 On the left hand end of the front elevation (South West) there is a single storey brick faced outshoot spanning over the River Irwell extending for a width in the order of 4 metres incorporating 3 number window openings on the two flank walls, with double window openings with adjoining piers on the front South East aspect. (Photographs 0.73, 078, 086).

- 11.11 Internally, the outshoot is overgrown with the remains of a fire damaged hip on the North Eastern side. (Photographs 078, 079, 080, 081, 082, 084, 085).



- 11.12 At first floor level on the main unit (Unit 4) severe spalling is evident to all the concrete lintels at first floor level to Bays 1 – 4 with spalling of the concrete and exposure of the main reinforcement. (Photographs 081, 082, 083 – close up).



12.0 FRONT ELEVATION – BAYS 5 – 9

12.1 The window heads to Bay 5 follow a slight hogging profile with settlement towards the right hand and left hand aspect. Spalling to the concrete lintels is evident with exposure of the reinforcement, copings are missing at eaves level with spalling to the concrete window heads at first floor level. (Photographs 070, 072, 087, 088 089, 090, 091, 092).



13.0 BAYS 10 - 13

- 13.1 A later construction evidenced with a slightly improved finish to the concrete lintels at first floor level, although horizontal crazing at mid beam depths is evident to most window heads at ground and first floor level with some cracking and spalling to the ground floor head (Bay 11) and leachate in the parapet brickwork (Bay 12). (Photographs 065, 066, 093, 094, 096).



14.0 BAYS 14 – 16

- 14.1 The end Bay 16 is set back from the right hand bank of the river by a distance in the order of 2 – 3 metres, the bank sustaining intensive tree growth, all copings are absent and crazing is evident to the concrete lintels. The brickwork and pointing are in fair condition. (Photograph 099).

15.0 SOUTH WEST ELEVATION

- 15.1 The South West elevation to the wall extends for a length in the order of 6 metres incorporating a central double bay between single windows. (Photographs 144, 145).
- 15.2 Spalling and reinforcement exposure is evident to all four lintels at both levels. (Photographs 146, 147).



16.0 INTERNAL INSPECTION

- 16.1 A limited inspection of the ground floor of Units 3 – 4 was made adjoining the windows to the river elevation around Bay 5 (outshoot) to Bay 9.
- 16.2 The section was one of the earlier constructions incorporating 150mm cast iron columns with additional steelwork column supports, and a mixture of timber and steel beams and timber floor joists.
- 16.3 Collapse of the upper floor and roof has occurred to several locations with the remains of the timber debris on the floor. (Photographs 148, 149, 150, 151, 152).



- 16.4 Towards the centre of the area more significant losses to the upper floor level are evident. (Photographs 156, 158, 159, 248, 249).
- 16.5 Access to the base of the chimney confirmed a satisfactory construction. (Photographs 242, 243).
- 16.6 On the cross wall between Units 3 – 2 is a 6 metre high wall extending to the roof valley level, the upper first floor level to Unit 2 supported on the lower retaining wall section and the remains of steelwork cross beams at first floor and lower roof level. (Photograph 252).

- 16.7 Remains of the of the suspended timber floor joist construction are evident towards the East of Unit 3 and part Unit 4. (Photographs 253, 254, 255).
- 16.8 At ground floor level by the external (river wall) partial remains of the upper floor construction are present. (Photographs 256, 258).
- 16.9 Upper floor and roof collapse has occurred towards the North East end of Units 3 and 4. (Photographs 259, 260, 261, 262, 263, 264, 265, 266, 267, 268).



- 16.10 In the central section Units 7 – 10 roof debris is evident. (Photographs 271, 272, 273).
- 16.11 Photograph 179 shows the general poor condition of the roof structures to the whole of the mill complex.

11.0 CONCLUSIONS

- 11.1 Since our previous inspection in the mid 1990's severe deterioration has occurred to most of the structural elements.
- 11.2 The overview of the whole roof structure of the complex highlights the total deterioration and collapse to all roof coverings including the original mill (Unit 1) and the multiplicity of the various pitched roofs and valleys in Units 2 – 11.
- 11.3 On the original three storey back to earth Unit no safe internal access was available but the condition of the second floor and roof structure viewed from the rear windows clearly emphasises the total roof collapse with high probability of further deterioration to timber floors.
- 11.4 Externally, the reduced lateral restraint originally offered by suspended timber floors to the front wall of the original mill has no doubt exacerbated the bowing profile to the three storey front elevation, together with loss of horizontal deflection across the frontage.
- 11.5 With movement patterns of this nature separation is usually evident at the junction between external and any internal cross walls and floor beams/floor joists seating. Dependant on the extent of timber wet rot clearly evident in the remainder of the main mill.
- 11.6 Given this loss of lateral restraint the front wall structurally could be classified as free standing and even with an expected wall thickness in the order of 450mm potentially unstable.
- 11.7 On the larger footprint of the main mill complex the roof structures can be totally discounted for any menial reference, retention or reuse.
- 11.8 The suspended floors of the main complex originally incorporate a mixture of structural steelwork beams on a mixture of cast iron and/or steel columns, supporting large section timber floor joists. The photographs of the ground floor interior to Units 3, 4, 7, 8 and 11, clearly shows the severe deterioration to the exposed majority of timber members including the over-boarding to the ground floor levels on a presumed concrete oversite.
- 11.9 The main structural steelwork sections apart from any surface deterioration (rusting) would normally be capable of reuse, although it is questionable whether the current structural layout of the industrial mill could be retained and accommodate any future non-industrial usage.

- 11.10 With regard to the external walls of the main unit the overall line and level of the Accrington brick frontage is satisfactory, although again there will be a loss of lateral restraint at eaves level given the collapse and deterioration to the trussed roof sections.
- 11.11 Severe leachate/efflorescence is evident particularly on the North Eastern end to Units 9 and 10.
- 11.12 The partition/fire break cross walls, between the miscellaneous units spanning laterally across the central section of the site would appear to have little value in a new development.
- 11.13 On the river frontage the first floor lintels to Bays 1 – 9 (18 number) are constructed in reinforced concrete and severe spalling is evident exposing the reinforcement and this will involve the replacement of the eighteen windows including wall replacement above the windows.
- 11.14 On the remaining window sections of the later construction faint crazing is evident to the face of the concrete lintels with further spalling, and again some remedial work will be required to the lintels, although whether repaired concrete lintels of this age could be retained in a new development is questionable.
- 11.15 Regardless of the retention of any of the structural elements work within the whole mill complex would involve considerable health and safety issues with regards to the unsafe nature of all the internal floors and roof constructions.
- 11.16 To conclude, I consider the viability of conversion and retention of the current industrial complex for the domestic housing market to be unrealistic, not only for the Architectural challenges to the existing format but also for the extensive issues of health and safety within the works as a whole. Upgrading and repairing the existing structural layout for today's housing markets would be considerable, and I consider that the costs for any attempted conversion would be excessive and uneconomical in todays climate.

Michael Pooler M. Sc. C. Eng. M.I.C.E. F. Cons. E.

PHOTOGRAPH LIST

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- 155 First floor column
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- 161 Not used
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- 168 Units 1, 2, 3, and 4 damaged roof
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- 174 Deterioration to mill view from North West
- 175 Central and North Eastern roofs
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- 178 Layout Northern aspect
- 179 Rear Northern aspect
- 180 Roof – general arrangement
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- 185 Damage to South Western section and original mill
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- 257 Units 4 – 3, ground floor river wall
- 258 Units 4 – 3, ground floor river wall
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- 271 Units 8 – 10 North West external wall
- 272 Unit 8 river wall looking North East – South West
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- 275 Unit 8 looking to cross wall
- 276 First floor and roof collapse above Units 6 - 7

179E Roof to Unit 5



001 Gable to original mill



002 Rear elevation, Bays 2 - 1



003 Rear elevation (left)



004 Rear elevation (right)



005 Second floor, rear to front elevation



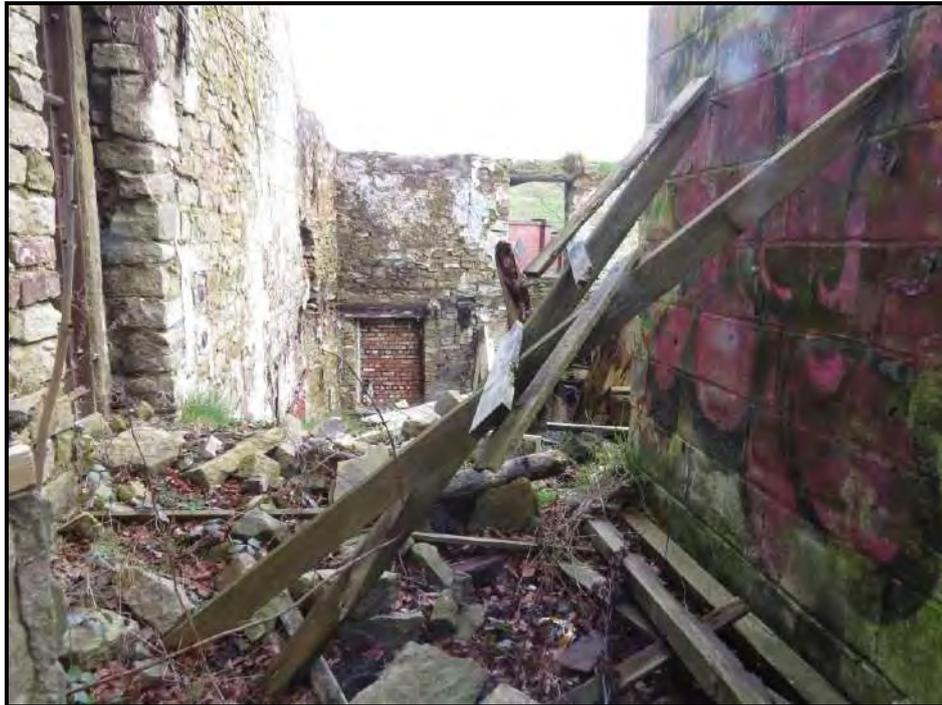
006 Second floor, North East



007 North Eastern gable



009 Western elevation, original mill



010 Northern gable adjoining chimney



011 Access road to rear



012 Chimney stack



013 Chimney



014 Debris looking North - South



016 Inside face of front elevation



075 Front elevation Bays 11 - 14



076 Front elevation Bays 2 - 6



077 Front elevation 4 - 8



129 Chimney and roof to Unit 1



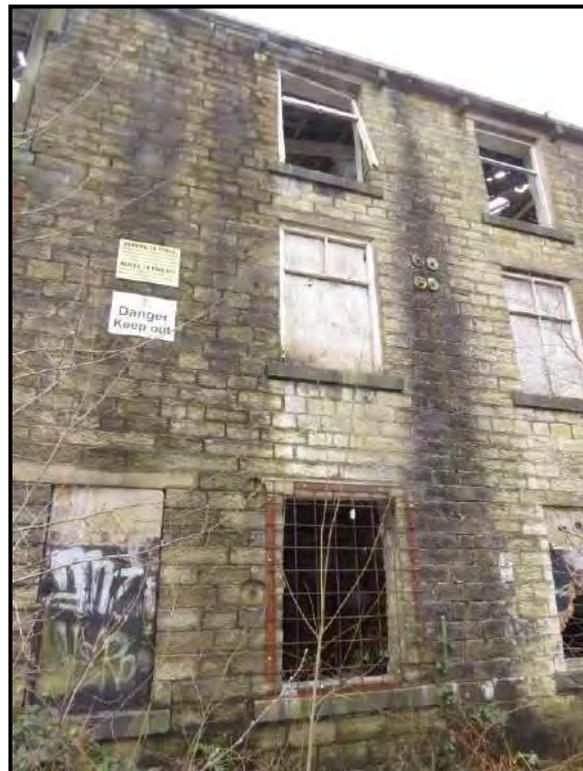
133 Southern gable and front elevation



134 Loss of vertical alignment to front



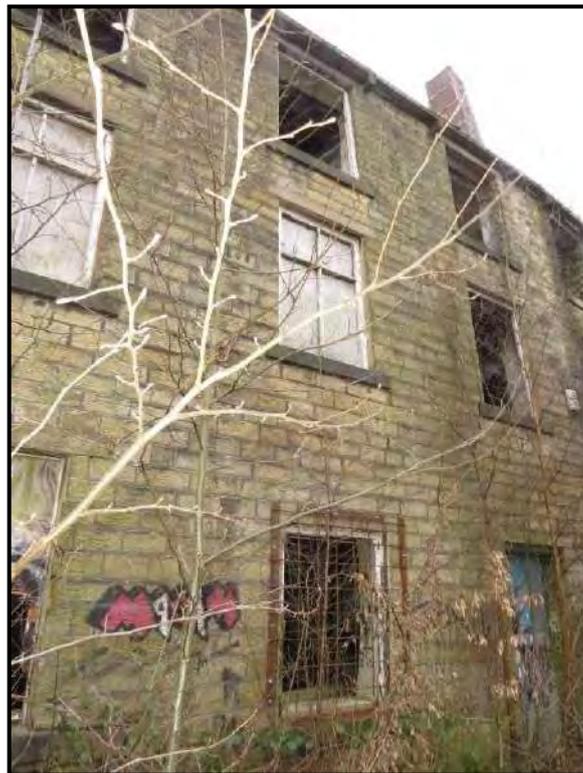
135 Bays 1 - 2



136 Bays 2 - 3



137 Pattress plate, Bays 2 - 3



138 Pattress plate, Bays 2 - 3



139 Vertical profile, Bays 1 - 4



140 Vertical profile, Bays 2 - 4



141 Ground floor and first floor, Bay 2



142 First and second floor, Bays 2 - 4



143 Construction joint 5 - 6, Bays 5 - 8



144 South West flank to main mill



017 Wall return by chimney



018 Single storey, North West elevation



019 North West rear wall Unit 1 (West)



020 North West rear wall Unit 2 (centre)



021 North West rear wall Unit 2 (East)



022 Internal rear bay, Unit 2



023 Unit 2



024 Unit 2 looking to central and front bay



025 Unit 2 North West, Bays 5 – 4



130 Roof slope to Unit 2



131 Roof slope to Unit 2



132 Roof slope to Unit 2



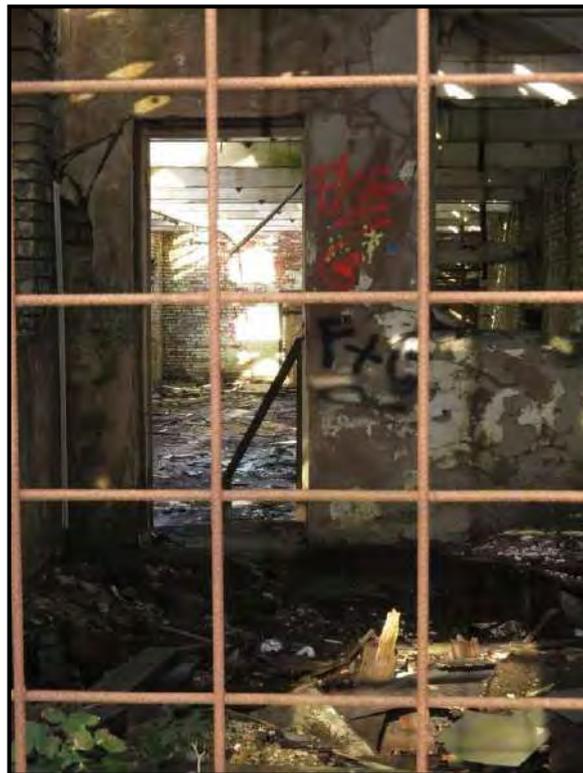
026 Gable door to Unit 5



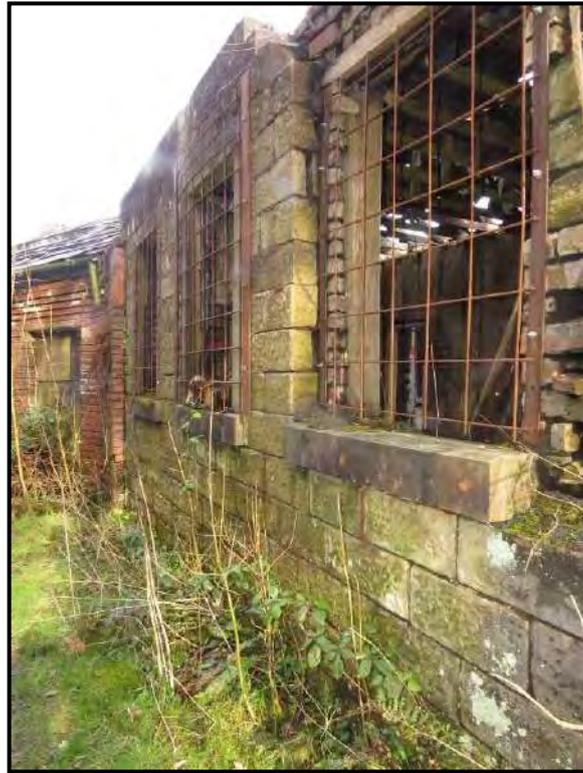
027 Original door, Unit 5



028 Internal cross wall Units 5 - 6



029 Internal cross wall Units 5 – 9



030 Stone elevation to Unit 5



031 Skew link to Unit 5



032 Skew link to Unit 5



033 Skew link to Unit 5



034 Unit 5 main rear wall, panel 1 - 2



035 Doorway and panel 3



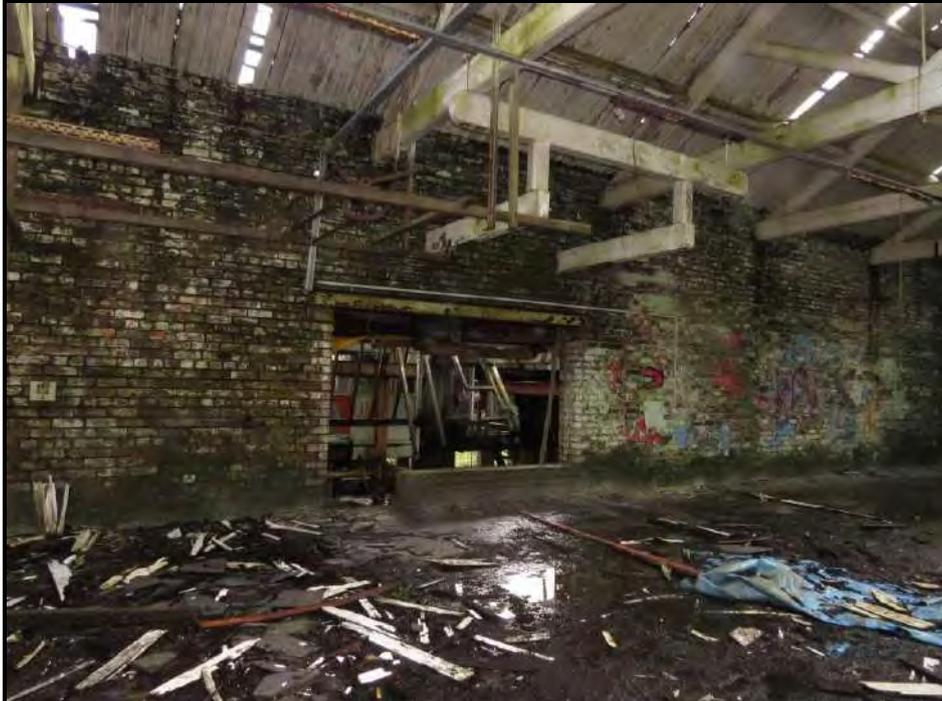
036 Panels 3 – 6, Unit 5



037 Unit 5 internal looking North East – South West



038 Tied rafter roof support



039 Internal party wall



040 Cross wall to Unit 6



041 King post truss – general arrangement



042 North East gable Unit 5



043 First floor collapse above ground floor, Unit 6



044 Collapsed first floor Unit 6 to ground floor Unit 6



045 North West wall to Unit 5



046 Northern corner Unit 5



047 North East gable to Unit 5, internal



048 Collapsed roof South East slope



049 Northern corner



050 North Eastern gable



051 Water erosion to slope



117 Unit 5, Northern corner



118 Unit 5, North West6 rear wall



119 Unit 5, North West rear wall



120 Unit 5, North West rear wall



121 Unit 5, doorway – Panel 3, North West elevation



122 Unit 5, doorway – Panels 1 – 2, North West elevation



123 Unit 5, North West wall



124 Chimney from North



125 Rear roof, North West Unit 5



126 Rear roof, North West Units 2 - 6



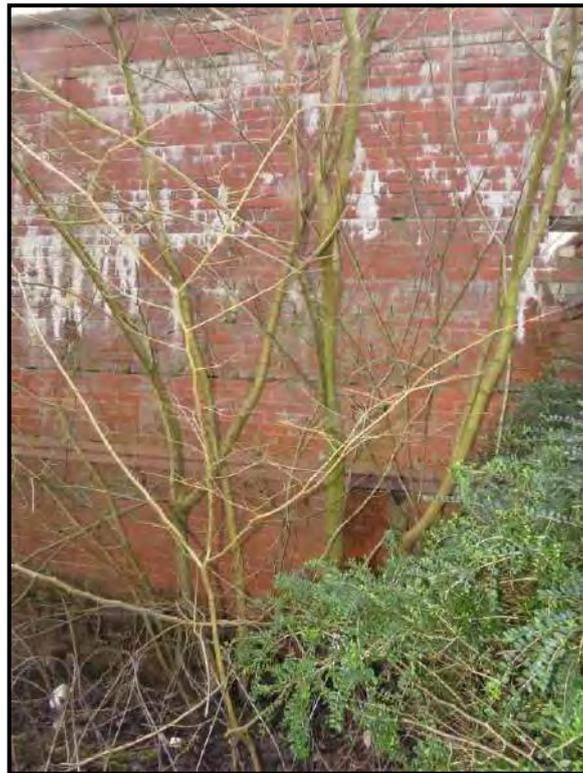
127 Rear roof, North West Units 2 - 3



128 Rear roof, North West Unit 2 and chimney base



052 North Eastern wall



053 North Eastern flank to Unit 10



054 Flank wall, Units 9 - 10



055 Eroded channel



056 Ground floor, North East – South West (Unit 10) looking North East – South West



057 Unit 10 – 9, roof collapse



058 Unit 10 – 9, roof collapse



059 Culverted river outlet



060 Eastern corner and River Irwell, Unit 10



061 North East flank to Units 9 – 10



062 River Irwell and North East corner detail



063 Front South Eastern elevation, Unit 11 (Bays 15 – 16)



064 Bays 11 – 16, Unit 8



065 Bays 9 – 15, Units 8 – 4



066 Bays 10 – 16, Unit 8



067 Bays 1 – 11, Unit 4



068 Bays 5 – 10, Unit 4 - 8



069 Bays 5 -9, Unit 4



070 Bays 6 – 9, Unit 4



071 Bays 1 – 4, Unit 4



072 Bays 5 – 8, Unit 4



073 Front outshoot, Bays 2 – 4, Unit 4



074 End Bay 1 and outshoot



078 River outshoot from South



079 Interior River outshoot, Bays 2 - 3



080 Interior River outshoot, Bays 2 - 4



081 First floor main mill, Bays 3 – 4, Unit 4



082 First floor, Bays 5 – 7, Unit 4



083 Typical spalling to concrete lintel, Unit 4



084 Remains of hipped roof, Bays 3 – 4, outshoot



085 Remains of hipped roof, outshoot



086 Right hand flank – North East



087 Bays 5 – 6, Unit 4



088 Ground floor, Bays 5 – 6, Unit 4



089 Bays 5 – 7, Unit 4



090 Bays 5 – 7, Unit 4



091 Bays 6 – 8, Unit 4



092 Bay 9, Unit 4



093 Bays 9 – 11, Unit 8



094 Bays 11 – 13, Unit 8



095 Bays 13 – 15, Unit 8



096 Bays 10 – 13, Unit 8



097 Bays 10 – 11, Unit 8



098 Bays 10 – 13, Unit 8



099 Bays 13 – 16, Unit 8



100 Bay 11, Unit 8



101 Bays 11 – 13, Unit 8



102 Bays 11 – 13, Unit 8



103 Bays 12 – 14, Unit 8



104 Bays 12 – 14, Unit 8



105 Bays 13 – 15, Unit 8



106 Bays 13 – 16, Units 8



107 Bays 13 – 15, Unit 8



108 Bays 13 – 15, Unit 8



109 Bays 15 – 16, Unit 8



110 Front wall to Unit 8



111 Unit 8



144 South West flank to main mill



145 Unit 4 South West elevation



146 Ground floor, South West elevation, Unit 4



147 South West elevation Unit 4



112 Culverted river North East



113 South Eastern wall to Unit 11



114 River Irwell downstream of culverts



115 Personnel door North East Unit 10



116 Valley gutter outlet, Units 9 - 10



148 Interior, Unit 3 - centre



149 Unit 3 – river side



150 Access to chimney



151 Unit 3, Bays 3 – 8



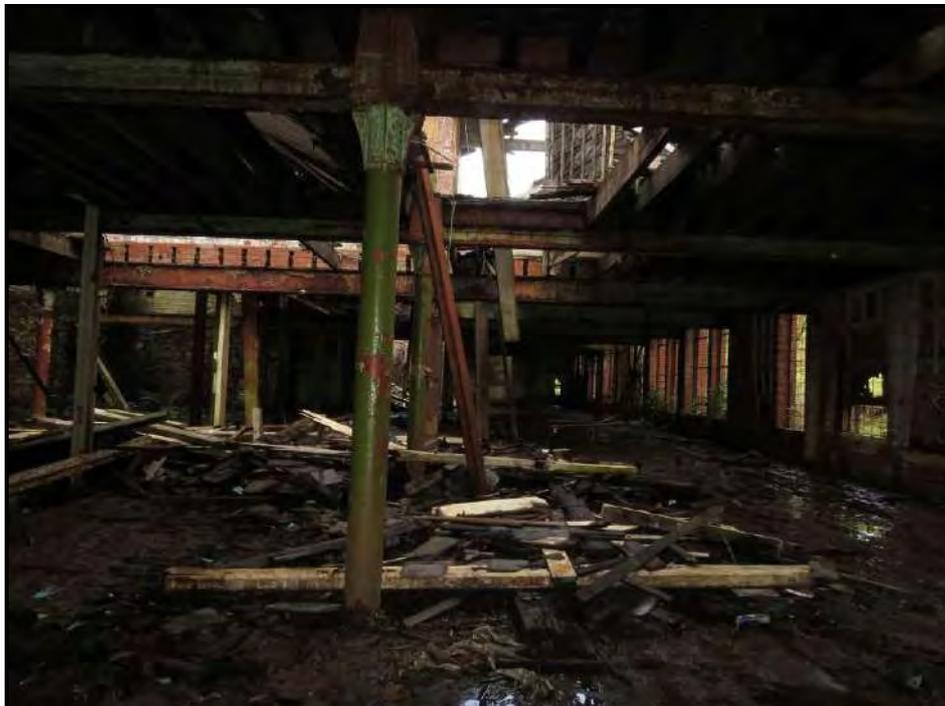
152 Unit 3, Bays 5 - 8



153 Beam and column general arrangement



154 First floor column



155 First floor column



156 Centre floor and roof collapse



157 Centre floor and roof collapse



158 Floor joists general arrangement



159 Cross wall, Bays 3 – 7



160 Floor joists on beam and column



163 Internal return wall, Bays 7 – 8



165 Roof layout from North East (North – South)



166 Roof layout from North East (North – South)



167 Roof layout from North East (North – South)



168 Units 1, 2, 3, and 4 damaged roof



169 Cross wall centre/South East, Units 2, 3 and 4



170 Cross wall centre/South East, Units 6, 7 and 8



171 Damaged roof Unit 5



172 Damaged roof Units 9, 10 and 8



173 Lateral cross wall, Units 4 – 8, 7 – 8, 6 - 2



174 Deterioration to mill view from North West



175 Central and North Eastern roofs



176 North Eastern end of mill, Units 8, 7, 6, 9 and 10



177 Layout Northern aspect



178 Layout Northern aspect



179 Rear Northern aspect



180 Roof – general arrangement



181 Roof – general arrangement



182 General arrangement



183 General arrangement



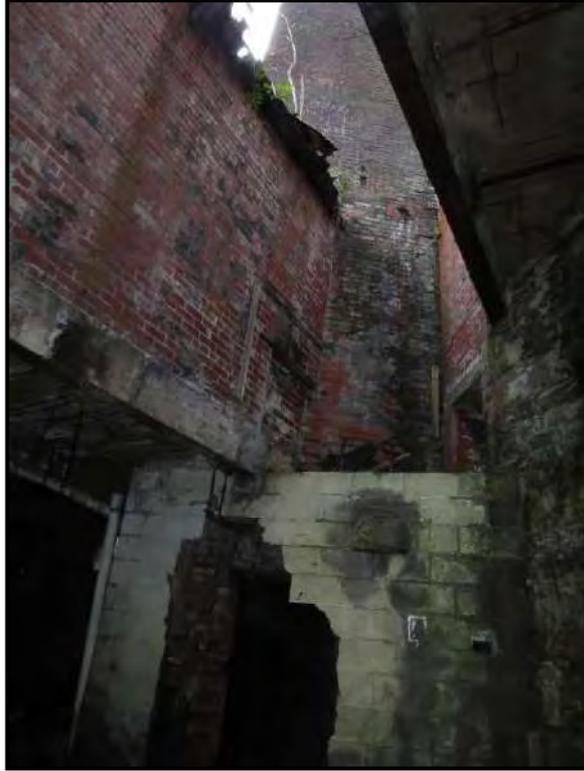
184 Roof damage North – North East corner



185 Damage to South Western section and original mill



242 Chimney base



243 Chimney base



244 Chimney base



245 Ground floor Unit 4 looking South West



247 Internal wall to river outshoot



248 Unit 4 floor and roof collapse



249 Unit 3 – 2 floor and roof collapse



251 Internal cross wall, floor collapse



252 Ground floor, Units 3 - 2



253 Ground and first floor, Units 3 - 4



254 Unit 4 – 3, river elevation, ground floor



255 Units 4 – 3, ground floor collapse, North East – South West



256 Unit 4 – 3, ground floor river wall



257 Units 4 – 3, ground floor river wall



258 Units 4 – 3, ground floor river wall



259 Roof collapse, Unit 3



260 Unit 3, cross wall 3 – 2 floor collapse



261 Units 3 – 7 roof collapse



262 Units 7 – 4, king post truss



263 Units 8 – 7, internal cross wall to river elevation



264 Floor and roof collapse looking North West – South East



265 Floor and roof collapse, cross wall Unit 2 - 3



266 Floor and roof collapse, cross wall Units 2 - 3



267 Floor and roof collapse, Units 8 – 10



268 Units 10 – 8 North East elevation



269 Floor and roof collapse, Units 10 – 8 looking North West



270 Looking North East, Units 9 - 10



271 Units 8 – 10 North West external wall



272 Unit 8 river wall looking North East – South West



273 Unit 8 – 10 looking North East – South West



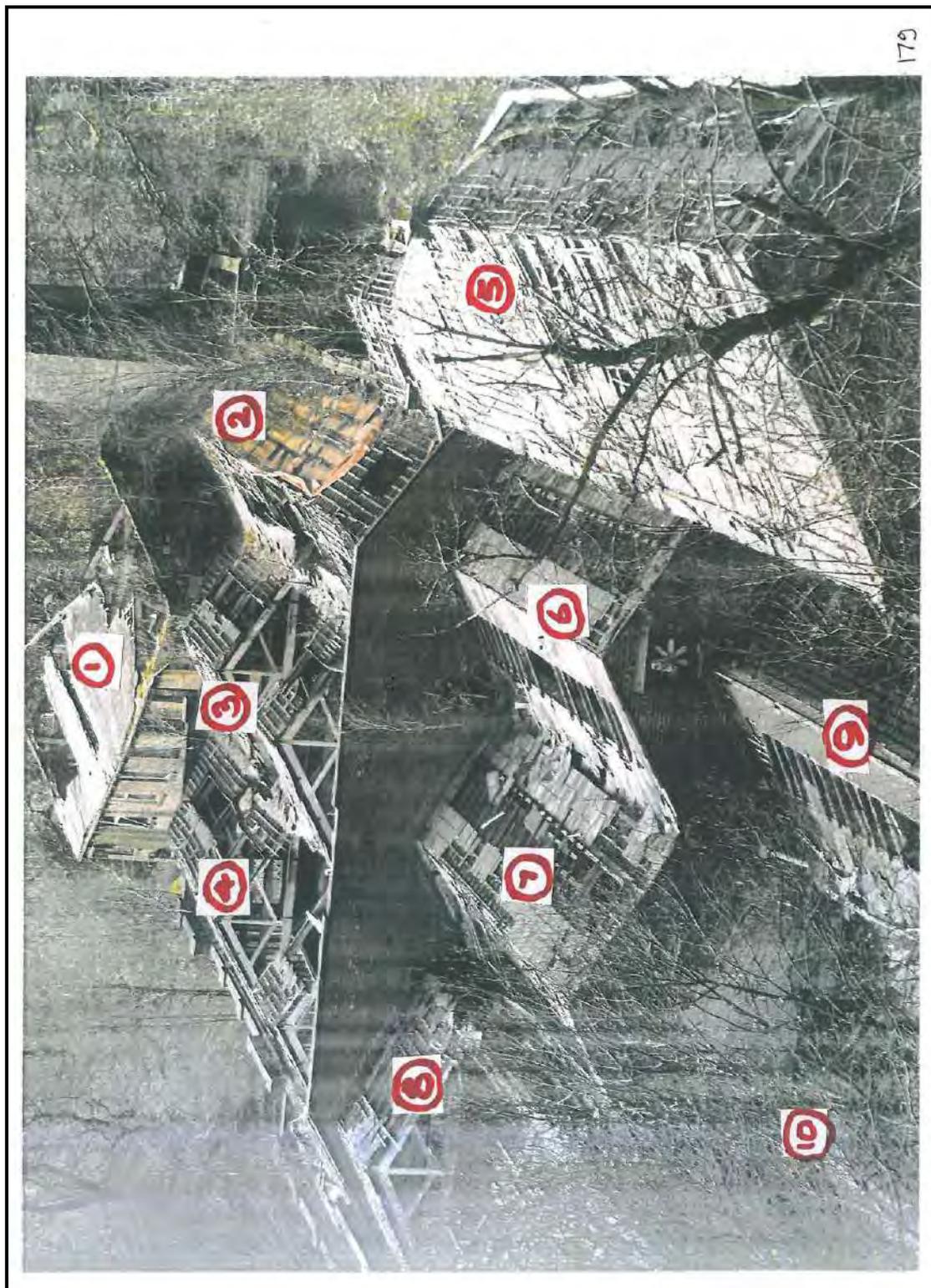
274 Unit 8 looking to cross wall



275 Unit 8 looking to cross wall



276 First floor and roof collapse above Units 6 - 7



179E Roof to Unit 5



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DATE OF INSPECTION: 13th March 2020

REPORT NUMBER: 7170

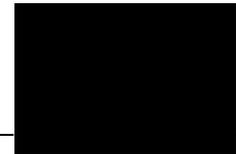
ENGINEERING REPORT: Edenwood Mill
Edenwood Lane
Off Bolton North
Ramsbottom
BL0 0EX

PREPARED BY:

Michael Pooler
M.Sc.,C.Eng.,M.I.C.E.,F.Cons.E.

Partner

Signed: _____

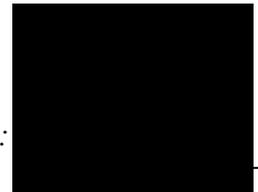


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Partner

Signed: _____



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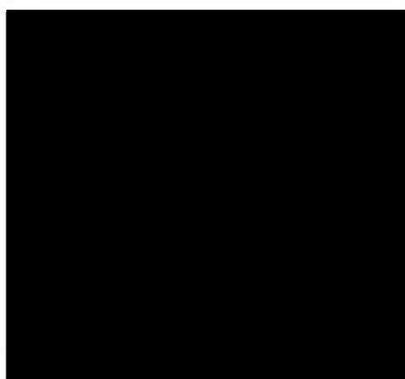


Report
on the marketing and viability
of

Edenwood
Edenfield
Rossendale
Lancs

on behalf of

Turnbull and Stockdale Ltd



Prepared by
Paul Nolan BSc (HONS) FRICS
of
Nolan Redshaw Ltd
Haweswater House
Waterfold Business Park ,
Bury, BL9 7BR





Contents

1. Instructions and Basis of Report.
2. Land Ownership Information
3. Marketing Summary
4. Planning Permission
5. Viability appraisals.
6. Conclusions



1. Instructions and basis of Report

Nolan Redshaw Chartered Surveyors of Bury were instructed by Edward Turnbull & Company in December 2002 to market their premises known as Edenwood after production had ceased.

We have marketed the site ever since albeit during the financial crash (circa 2008) the marketing was scaled back due to a lack of demand.

This report gives a brief overview of the marketing of the site and considers the viability of the site for the total refurbishment of the existing premises for apartments as per the original planning permission.

The report also considers the viability of new housing on the Edenwood site and the adjacent land off Wood Lane in three further options.

The report is based on the consideration of the different development scenarios for the site and their financial viability.

We have also confirmed the site ownership information for the land owned by Turnbull and Stockdale and have provided details of some of the enquiries for the site from housebuilders

2. Land Ownership Information

We have been asked to confirm the site ownership details.

The ownership of Turnbull Design Ltd (former Turnbull and Stockdale) is in four sections as shown on the attached land registry plans in Appendix 1 .

In summary, the ownership is as follows :

LA 764288-Freehold Land -land to the west of Edenwood mill

LA 959567- Freehold land – Proposed passing areas on Edenwood Lane

LA-456425- Freehold Land – main Edenwood mill site.

LA- 456830- Land to north of the main Edenwood mill site

LAN212577-Freehold Land at Eden Lane – lane adjacent to mill.

3. Marketing Summary

The marketing campaign has been over an 18-year period in total and has encompassed the following: -

3.1 Boards

Two marketing boards were erected on site by 20 December 2002. The boards have been updated and replaced as and when required. The current board is situated on Wood Lane.

3.2 Details

In-house details were prepared, and these details have been circulated to the industrial development office at Rossendale Borough Council; to commercial agents in Manchester and Lancashire and to applicants on our mailing list. These details have been updated at regular intervals, in particular after planning was granted and more recently since the premises have deteriorated significantly so that they are no longer capable of beneficial use. Copies of the details are attached as Appendix 2.

3.3 Advertising

The premises were for a number of years advertised in the Bury Times on a regular basis as this is the strongest local paper. With the advent of the internet press advertising was stopped and the premises were placed on various websites and portals including www.nolanredshaw.co.uk; focus CoStar; Zoopla and Rightmove.

3.4 Results of the Marketing Campaign

A number of potential occupiers viewed the premises initially, but all were concerned about the age and layout of the premises and none of the parties wished to proceed.

The tortuous access and narrow road were also strong factors. Others were concerned by having to access from Rosebank which is residential in nature.

The main expressions of interest have been from developers. These were initially from smaller local developers but have more recently been from larger residential developers now that there may be potential for new build housing on the site and the acreage is potentially larger.

Copies of a selection of enquiries for the site are attached as Appendix 3.

During the marketing campaign, vandalism to the premises became an increasing problem and, as activity has reduced on site, the level of damage has increased.

The owners of the premises were forced to erect substantial palisade fencing and board up the remaining windows.



The property 18 years later has fallen into total dereliction with the roof slates having been stolen, as well as structural steel and also more latterly stone.

The separate updated structural survey from Michael Pooler Associates gives a fuller picture of the current state of the premises.

The premises are clearly beyond their economic life.

4. Planning Permission.

Planning permission was eventually granted in 2006 but with an ongoing objection in place from the Environment Agency which resulted in condition 12 of the planning permission stating:

“notwithstanding the details given on the approved plans and unless otherwise agreed in writing by the Local Planning Authority, no dwellings shall be formed at ground floor level within the building”.

This restriction has been reflected in the appraisals which follow, as any residential use of the Ground Floor is not possible. See Appendix 4 - Appraisals 1,2 and 3.

5. Development Viability Appraisals

We have been asked to provide up to date development appraisals to consider the current and potential viability of the site for various scenarios of residential refurbishment and redevelopment.

We have used the Circle Developer software to create these appraisals, and in order to do this a number of assumptions have been made.

We have considered four different development scenarios in order to carry out a thorough and realistic investigation of the viability of the site.

The plans referred to for the various schemes are included in Appendix 5. These plans show an original concept design for the refurbishment of the mill, and the more recent indicative plan produced by Square Yard Ltd that accompanies these representations.

These appraisals comprise of:-

1. Refurbishment of the existing structures on site

In compliance with the now expired planning permission and Condition 12 thereof restricting residential use to the 1st and proposed 2nd floors. The permission did not allow residential use of the ground floor due to an on-going issue with the potential flood risk, and we have



therefore assumed that that area will need to be refurbished but would only be used for car parking or storage. In valuation terms, that equates to a loss to the scheme of 6 apartments.

This shows a loss of £2.256 million, which is clearly unviable.

2. Refurbishment of the existing premises plus development of 14 semi-detached properties on the remainder of the land owned by Turnbull.

This also shows a very significant loss. Indeed, it shows a greater loss of £2.449 million. This loss is mainly due to the overriding costs of the mill refurbishment. The land value which would be derived from the extra 2.82 acres of land on this scheme also introduces an extra £1.5 million of extra cost to the scheme, which may not be realistic. Furthermore, if the overall land value on this appraisal is reduced to £450,000 per acre - i.e. giving a total land cost of £2,245,500 - then the loss on this appraisal would reduce to £1,950,000 or thereabouts.

Whilst further sensitivity analysis will no doubt be required, this appraisal does show that the mill refurbishment plus 14 new semi-detached units makes a loss, and indeed would be likely to do so unless the land value was reduced to virtually nil. (which is entirely unrealistic).

We do not therefore see this scenario as realistic, viable or equitable.

3. Refurbishment of the mill plus the 14 semi-detached houses on part of the former mill lodge and development of the land off Wood Lane for 27 houses as per the indicative plan from Square Yard.

This scheme shows a return of £678,000. This is only a 3.66% return on cost and would not be acceptable for any developers especially with the risks involved with the mill refurbishment.

4. Demolition of the mill and re-profiling / redevelopment for housing, plus new housing on the two adjacent sites.

The scheme will ultimately provide 63 new units.

This option shows a return of £4.2 million - i.e. a 24% return on cost.

Realistically, this option is the **only** option that is remotely viable.

We have therefore carried out a full appraisal of each option using a series of robust and realistic assumptions, as explained in some detail in Appendix 5.

6. Conclusions

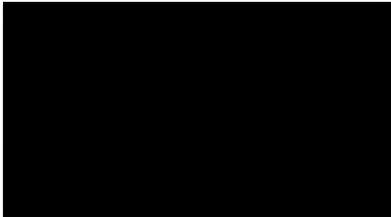
It is very evident that the premises are functionally obsolete either as an industrial site or for the purposes of conversion to residential use, due to their very poor and dangerous condition, layout and configuration, and the substandard access which is frankly inadequate / not fit for purpose for vehicular traffic.

The development appraisals confirm our opinion that the premises are not viable to refurbish and retain, as they show a loss of £2.25 million.

Even with some new build on the remainder of the land (including the land directly off Wood Lane), the massive cost of refurbishment would ensure that any of the associated scheme options would all make a loss.

The only scheme which would make an acceptable profit and is likely to be attractive to any commercial developer would necessitate the clearance of the site and the development of all land for new housing.

We believe the development appraisals are logical and robust and are based on sensible / realistic assumptions.



Paul Nolan Bsc (Hons) FRICS

Director Nolan Redshaw Ltd



LIST OF APPENDICES

1. Land Ownership details – Title Information.
2. Marketing Details for Edenwood
3. Expressions of Interest from Developers
4. Copy of Planning Permission.
5. Development Appraisals



Appendix 1

H.M. LAND REGISTRY

TITLE NUMBER

LA 764288

ORDNANCE SURVEY
PLAN REFERENCE

SD7918

Scale
1/2500

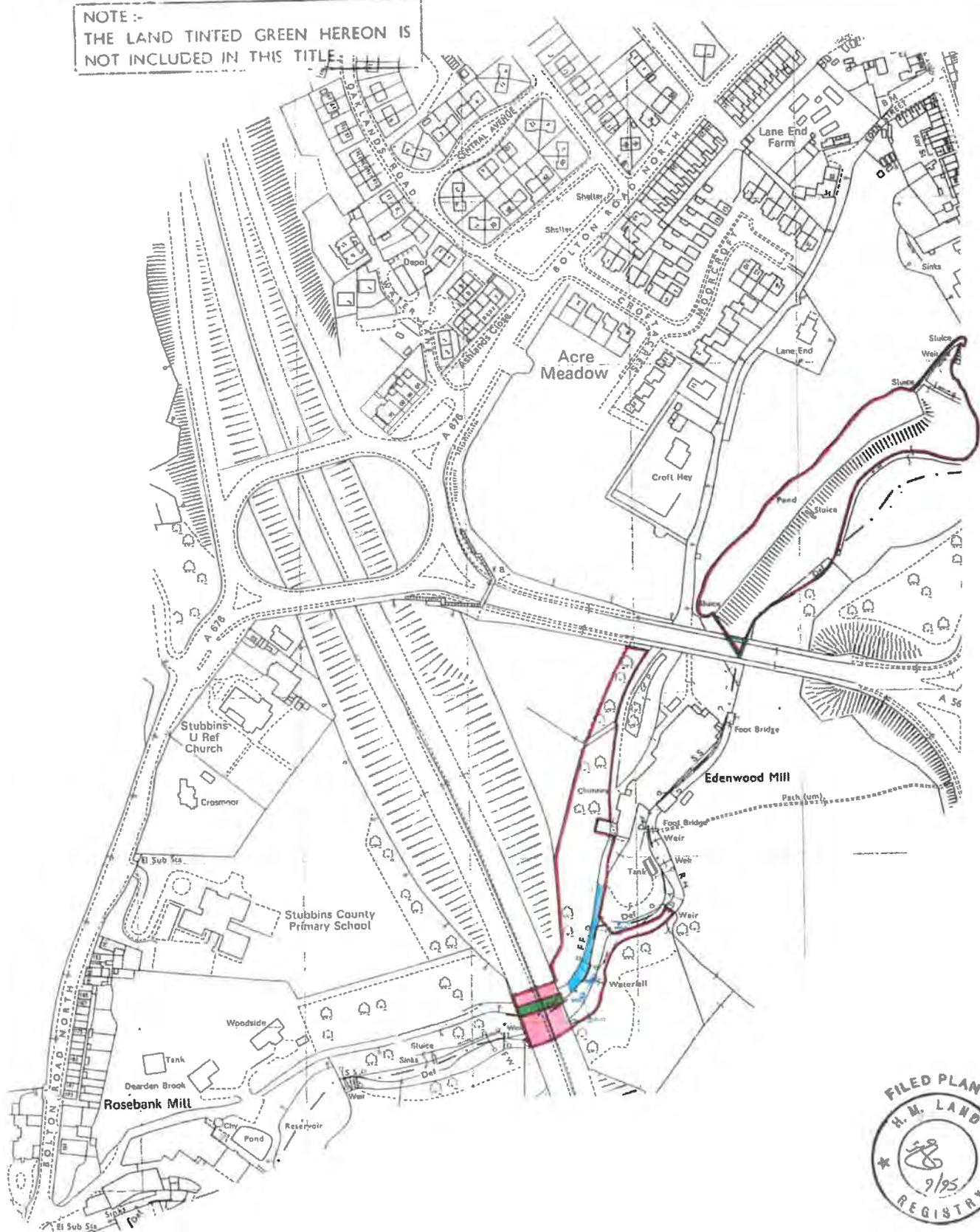
COUNTY LANCASHIRE

ROSSENDALE DISTRICT

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NOTE :-
THE LAND TINTED GREEN HEREON IS
NOT INCLUDED IN THIS TITLE



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THIS TITLE IS DEALT WITH BY HM LAND REGISTRY, FYLDE OFFICE.

TITLE NUMBER: LA764288

There is no application or official search pending against this title.

A: Property Register

This register describes the land and estate comprised in the title.

LANCASHIRE : ROSSENDALE

- 1 (19.08.1974) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being Land lying to the north-east of Bolton Road North, Stubbins.

NOTE 1: As to parts tinted pink and edged blue on the filed plan the bridge structure and roadway thereover is excluded from the title.

NOTE 2: The land tinted green on the filed plan is not included in the title.

- 2 The mines and minerals together with ancillary powers of working are excepted.
- 3 The land has the benefit of the following rights reserved by but is subject to the following rights granted by a Transfer of the land adjoining the Northern boundary of the land in this title dated 3 September 1976 made between (1) The Traditional Leather Upholstery Company Limited and (2) Herbert Boddy and Sheila Mary Boddy:-

"Together with the rights set out in the First Schedule hereto and Except and Reserved as is set out in the Second Schedule hereto

FIRST SCHEDULE

Rights in favour of the Transferee and his successors in title

.....
..

- (2) The right to tie into and take gas from the gas main situate in the said occupation road

SECOND SCHEDULE

Exceptions and reservations in favour of the Transferor

- (1) The right at any time to erect or suffer to be erected any building or other erections and to alter any building or other erection now standing or hereafter to be erected on any part of the Transferors adjoining or neighbouring land in such a manner as to obstruct or interfere with the passage of light or air to any building which is or may be erected upon the property and any access of light and air over the Transferors adjoining land shall be deemed to be enjoyed by the licence or consent of the Transferor and not as of right

- (2) The right of support from the property for the adjoining property of the Transferor

- (3) The right to have maintain repair cleanse use re-construct alter and remove any drains pipes wires cables and works on or under the property now used for the benefit of the adjoining property fo the

A: Property Register continued

Transferor

(4) Full right and liberty for the Transferor with or without workmen at all reasonable times to enter upon the property for the purpose of exercising the right reserved by paragraph (3) of this Clause causing as little damage as possible the Transferor or its successors in title forthwith making good all damage thereby caused

(5) Free and uninterrupted passage for the Transferor and its successors in title of water soil and electricity from and to other buildings and land of the Transferor adjoining the property through the pipes drains wires and cables which are in or under the property with all easements rights and privileges proper for repairing and maintaining and reinstating the same the Transferor making good all damage or disturbance occasioned thereby."

NOTE 1: The occupation road referred to is tinted blue on plan to Transfer dated 3 August 1995

-NOTE 2: Original filed.

- 4 The land has the benefit of the following rights granted by but is subject to the following rights reserved by a Transfer dated 2 December 1991 made between (1) Rosebank Developments Limited and (2) Woodland Securities Limited:-

TOGETHER WITH the easements specified in the First Schedule hereto but except and reserving the easements and other rights specified in the Second Schedule hereto.

FIRST SCHEDULE

The land edged green on the plan is hereby transferred together with the following rights as appurtenant thereto:-

1. A right of way in common with the Transferor and all others who may have or who hereafter may have a like right at all times and for all purposes in connection with the use of the land hereby transferred over the roadway coloured yellow on the plan subject to the payment of a fair proportion of the cost of maintaining and repairing the said roadway from time to time
2. A right to use all sewers drains watercourses wires cables and other services laid or passing over through or under the remainder of the land comprised on the above title number

SECOND SCHEDULE

The following easements and rights are hereby excepted and reserved:-

1. A right of way for the Transferor and its successors in title in common with the Transferee or other the owner for the time being of the land hereby transferred and all persons authorised by it over the roadway coloured purple on the plan
2. A right for the benefit of the Transferor and its successors in title the owners or occupiers for the time being of remainder of the land comprised in the above title number to use all sewers drains watercourses wires cables and other services laid or passing over through or under the land hereby transferred
3. All rights of light or air which would prejudicially affect the user by the Transferor and its successors in title of it or their adjoining or neighbouring land for building purposes are hereby expressly excepted from the effect of this Transfer and it is hereby declared that the Transferee and its successors in title shall not become entitled to any such rights for the benefit of the land hereby transferred.

NOTE 1: The land in this title forms part of the land edged green referred to

NOTE 2: The roadway coloured yellow is tinted brown on plan to Transfer

A: Property Register continued

dated 3 August 1995 and the roadway coloured purple is tinted blue on the filed plan so far as it affects.

- 5 The land has the benefit of the following rights granted by a Transfer of the land in this title dated 3 August 1995 made between (1) Woodland Securities Limited and (2) Turnbull & Stockdale Limited:-

"Together with

1 A right of way at all times and for all purposes with or without vehicles or animals over and along the roadway shown coloured blue on the attached plan

2. The benefit of the right of way now subsisting over and along the roadway coloured brown on the attached plan

the Transferee contributing a fair proportion according to use of the cost of repair and maintenance of the said roadways shown coloured blue and brown on the attached plan

3. Free and uninterrupted passage of water soil gas electricity telecommunications and all other services through the watercourses pipes drains wires cables and other conduits now on in or under the remainder of the land in Title Number GM590572 ("the retained land") with the right for the Transferee to enter such land on giving reasonable notice (except in emergency) with or without workmen equipment and materials in order to inspect repair maintain remove alter or replace any of the said service media the Transferee making good all physical damage thereby occasioned.

4. A right for the Transferee within eighty years of the date hereof (which shall be the perpetuity period applicable hereto) to enter the retained land on giving reasonable notice (except in emergency) with or without workmen equipment and materials and to lay thereon or thereunder in such position as is approved in writing by the Transferor (such approval not to be unreasonably withheld or delayed) any new pipes drains wires cables and conduits for any new services the Transferee making good all physical damage thereby occasioned

5. A right for the Transferee to enter the retained land with or without workmen equipment and materials on giving reasonable notice (except in emergency) and to carry out repairs cleaning clearing of vegetation and maintenance to any watercourse reservoir sluice or embankment the Transferee making good all physical damage thereby occasioned

-NOTE: Copy plan filed.

- 6 (29.03.1996) The land has the benefit of the rights granted by a Deed dated 21 March 1996 made between (1) John Alexander Coutts Arnott and Joyce Christine Arnott (Grantors) (2) National Westminster Home Loans Limited (Lender) and (3) Turnbull & Stockdale Limited (Grantee).

-NOTE: Original filed under LA456425.

- 7 (03.11.1998) The land has the benefit of the rights granted by a Deed dated 14 August 1998 made between (1) Rosebank Developments Limited (2) Vera Carswell and (3) Turnbull & Stockdale Limited.

The said Deed also alters the route of the existing easement as therein mentioned.

-NOTE: Original filed under LA456425.

B: Proprietorship Register

This register specifies the class of title and identifies the owner. It contains any entries that affect the right of disposal.

Title number LA764288

Title absolute

- 1 (28.03.2014) PROPRIETOR: Turnbull & Stockdale Limited (incorporated in Isle of Man) of Druin Veg, Santon, Isle of Man, IM4 1EG.
- 2 (28.03.2014) The price stated to have been paid on 27 March 2014 for the land in this title and other property was £35,000.
- 3 (28.03.2014) The Transfer to the proprietor contains a covenant to observe and perform the covenants referred to in the Charges Register and of indemnity in respect thereof.

C: Charges Register

This register contains any charges and other matters that affect the land.

- 1 The land is subject to the following rights granted by a Conveyance of adjoining land lying to the north, north west and north east of the land in this title dated 14 November 1967 made between (1) Turnbull & Stockdale Limited (Vendor) and (2) The Minister of Transport (Purchaser)

"Full and free right and liberty for the Purchaser and her successors in title and all persons authorised by her or them from time to time and at all times hereafter to lay construct maintain test inspect and use a water pipe not exceeding fifteen inches in diameter for a distance of three hundred and ninety three linear yards together with nine manholes across the Vendors neighbouring land in the position indicated by a blue line on the plan annexed hereto together with the right from time to time to renew alter and remove all or any of the same"

NOTE: So far as situated upon or adjacent to the land in this title the water pipe referred to above is shown by a blue broken line on the filed plan and the manholes referred to above are marked "MH" thereon.

- 2 A Conveyance of adjoining land lying to the north east of the southerly part of the land in this title dated 20 October 1969 made between (1) Turnbull & Stockdale Limited (2) Arthur Sanderson & Sons Limited and (3) Edward McNeil Turnbull and Gwynneth Turnbull is expressed to be made together with and subject to rights, covenants and other provisions affecting the land in this title.

-NOTE: Copy filed under GM10357.

- 3 The land is subject to such restrictive covenants as may have been imposed thereon before 26 July 1974 and are still subsisting and capable of being enforced.
- 4 A Conveyance of the land in this title and other land dated 26 July 1974 made between (1) Turnbull & Stockdale Limited (Trustee) (2) Arthur Sanderson & Sons Limited (Vendor) and (3) The Traditional Leather Upholstery Co Limited (Purchaser) contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 5 The land is subject to the following rights reserved by the Conveyance dated 26 July 1974 referred to above:-

"EXCEPT AND RESERVING unto the Trustee :-

(1) the right at any time to erect or suffer to be erected any buildings or other erections and to alter any building or other erection now standing or hereafter to be erected on any part of the Trustee's adjoining or neighbouring land in such a manner as to obstruct or interfere with the passage of light or air to any building which is or may be erected upon the property and any access of light and air over the Trustee's adjoining land shall be deemed to be enjoyed by the licence or consent of the Trustee and not as of right.

(2) the right of support from the property for the adjoining property of the Trustee.

(3) the right to have maintain repair cleanse use reconstruct alter

C: Charges Register continued

and remove any drain pipes wires cables and works on over or under the property now used for the benefit of the adjoining property of the Trustee

(4) full right and liberty for the Trustee with or without workmen at all reasonable times to enter upon the property for the purpose of exercising the right reserved by paragraph (3) of this clause causing as little damage as possible the Trustee or its successors in title forthwith making good all damage thereby caused.

(5) a right of way for the Trustee its servants agents and others duly authorised and its successors in title at all times and for all purposes in connection with the Trustees adjoining or neighbouring lands with or without vehicles or animals over and along the private road leading from Bolton Road North to Eden Street entering onto Bury Road.

(6) the free and uninterrupted passage for the Trustee and its successors in title of water soil and electricity from and to other buildings and land of the Trustee adjoining the property through the pipes drains wires and cables whcih are in or under the property with all easements rights and privileges proper for repairing maintaining and reinstating the same the Trustee making good all damage or disturbance occasioned thereby"

6 The land is subject to the following rights granted by a Transfer of the land adjoining part of the Northern boundary of the land in this title and the land tinted green on the filed plan dated 15 November 1979 made between (1) The Traditional Leather Upholstery Company Limited (Vendor) and (2) The Minister of Transport (Purchaser):-

"THE TRADITIONAL LEATHER UPHOLSTERY COMPANY LIMITED as beneficial owner

.....
..

hereby grants unto the Purchaser the rights (hereinafter called "the said rights") specified in the First Schedule hereto to the intent that the said rights may be appurtenant to the road known as the Bury Easterly By-Pass (including the said land) (c) grants unto the Purchaser licence for the Purchaser his servants and agents and all persons authorised by him or them with or without workmen and others with all necessary plant machinery and apparatus to enter on all those pieces of land coloured yellow purpose yellow hatched blue and purple hatched blue on the said plan annexed hereto and thereon numbered 467D and 467E together containing One thousand four hundred square metres for the purpose of constructing an access road incorporating a diversion of Public Footpath No. 111 (Ramsbottom).

THE SCHEDULE

The said rights

1. Full and free right and liberty for the Purchaser and his successors in title and all persons authorised by him or them from time to time and at all times hereafter to construct maintain test inspect and use such a bridge as shall be requisite for the purpose of carrying the Bury Easterly By-Pass over all that piece of land having an area of 1124 square metres or thereabouts delineated and coloured blue on the said plan annexed hereto together with the right from time to time to renew alter and remove all or any of the same

2. The like right at all time to pass and repass with or without vehicles of the portion hatched blue of the land coloured yellow and purple on the said plan annexed hereto for the purpose of carrying out maintenance of the bridge hereinbefore referred to

3. The like right from time to time and at all times hereafter to lay construct maintain test inspect and use a pipe not exceeding 750 millimetres in diameter for carrying surface water across the Vendors neighbouring land together with a man-hole and a headwall in the positions indicated by blue lines on the plan annexed hereto together with the right from time to time to renew alter and remove all or any

C: Charges Register continued

of the same

4. The like right from time to time to fill with imported fill to provide support for the said bridge all or any part of the Vendors neighbouring land shown coloured blue and having an area of 501 square metres or thereabouts and numbered 467C and 467F on the plan annexed hereto

5. The like right at all times to enter upon and excavate so much of the Vendors neighbouring land as shall be necessary for the purpose of exercising the rights hereinbefore mentioned.

-NOTE: Copy plan filed under GM10357.

7 By the Transfer dated 15 November 1979 referred to above the land tinted blue on the filed plan was dedicated to the use by the public forever as a public footpath.

8 By the Transfer dated 3 August 1995 referred to in the Property Register the land in this title was transferred "Subject to such (if any) water extraction rights as now exist."

Schedule of restrictive covenants

1 The following are details of the covenants contained in the Conveyance dated 26 July 1974 referred to in the Charges Register:-

"THE Purchaser for itself and its successors in title hereby covenants with the Trustee as follows :-

(1) forever hereafter to maintain the walls and fences along all boundaries of the property

(2) to maintain the water supply to the adjoining farm premises known as "Sheep Hey Farm" in accordance with the licence to abstract water covering the property.

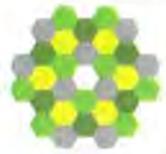
(3) not to discharge or allow to be discharged any fluid of a poisonous or noxious nature or of a kind calculated to or that does in fact destroy sicken or injure the fish or contaminate or pollute the water of any stream or river and not to do or omit or allow or suffer to be done or omitted any act or thing hereby the waters of any stream or river may be polluted.

(4) at all times hereafter to observe and perform all covenants and stipulations subject to which the property is held and to keep the trustee and its successors in title effectually indemnified against all actions claims demands and liability in respect thereof so far as the same affect the property and are still subsisting and capable of being enforced.

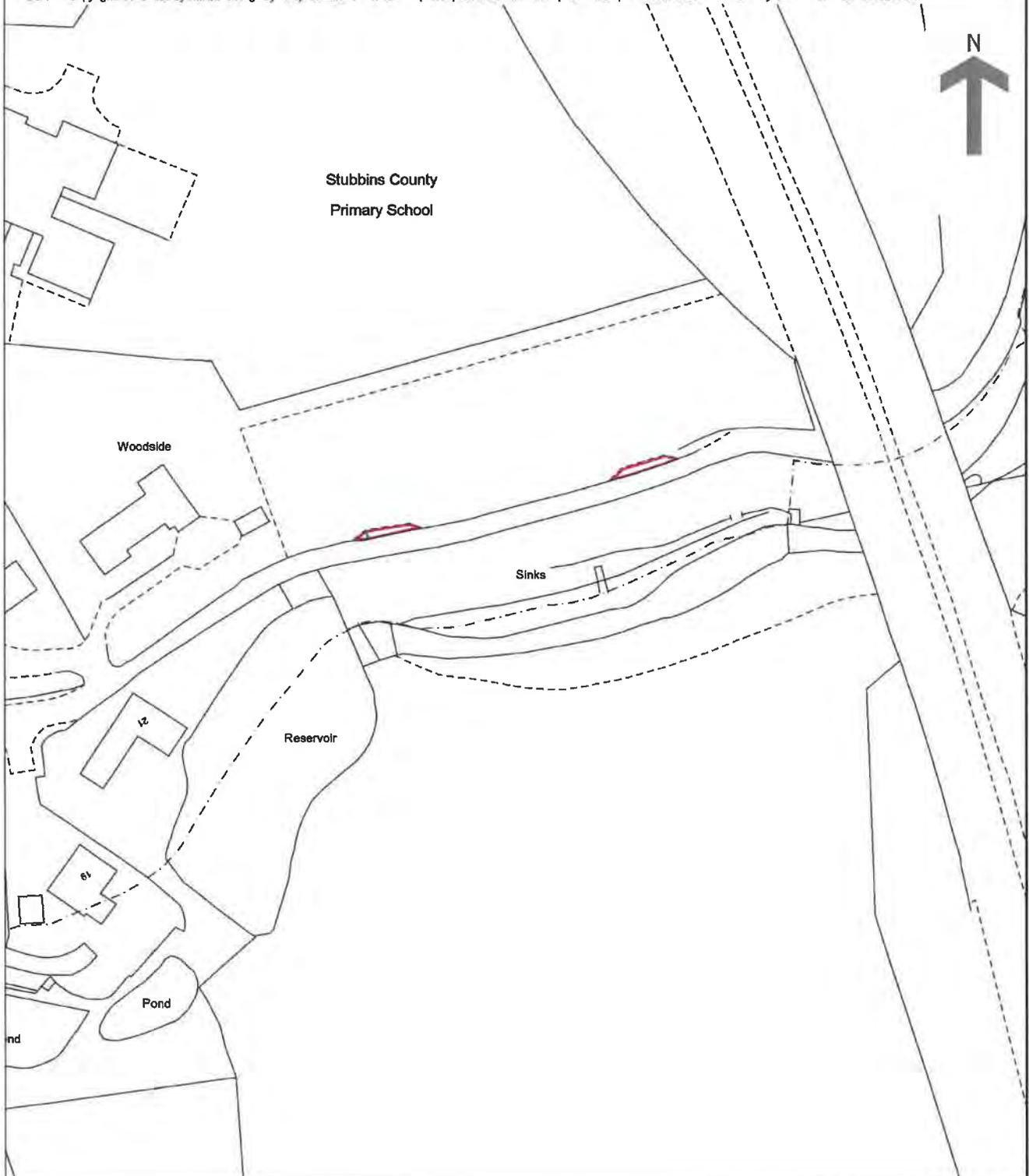
End of register

HM Land Registry Current title plan

Title number **LA959567**
Ordnance Survey map reference **SD7918SE**
Scale **1:1250**
Administrative area **Lancashire : Rossendale**



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THIS TITLE IS DEALT WITH BY HM LAND REGISTRY, FYLDE OFFICE.

TITLE NUMBER: LA959567

There is no application or official search pending against this title.

A: Property Register

This register describes the land and estate comprised in the title.

LANCASHIRE : ROSSENDALE

- 1 (19.08.1974) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being land on the north side of Bolton Road North, Stubbins.
- 2 The mines and minerals together with ancillary powers of working are excepted.
- 3 The land has the benefit of the rights granted by but is subject to the rights reserved by the Transfer dated 3 September 1976 referred to in the Charges Register.

B: Proprietorship Register

This register specifies the class of title and identifies the owner. It contains any entries that affect the right of disposal.

Title absolute

- 1 (28.03.2014) PROPRIETOR: Turnbull & Stockdale Limited (incorporated in Isle of Man) of Druin Veg, Santon, Isle of Man, IM4 1EG.
- 2 (28.03.2014) The price stated to have been paid on 27 March 2014 for the land in this title and other property was £35,000.
- 3 (28.03.2014) The Transfer to the proprietor contains a covenant to observe and perform the covenants referred to in the Charges Register and of indemnity in respect thereof.

C: Charges Register

This register contains any charges and other matters that affect the land.

- 1 The land is subject to the following rights granted by a Conveyance of adjoining land lying to the north of the land in this title dated 7 July 1966 made between (1) Turnbull & Stockdale Limited (Company) and (2) Lancashire County Council (County Council):-

"TOGETHER with the right liberty authority and consent for the County Council and their successors in title and all persons authorised by them at all times to lay down construct and thereafter maintain in and under the adjoining lands of the Company a nine inch surface water drain (shown by a green line on the said plan) between the points marked "A" and "B" and to enter into and upon the said adjoining lands of the Company for the purpose of inspecting repairing removing or replacing the said surface water drain provided that (except in cases

C: Charges Register continued

of emergency) the County Council shall not make such entry without first giving to the Company reasonable notice in writing of their intention so to do the County Council making good all damage occasioned thereby or paying compensation for any damage which cannot be made good."

NOTE: The surface water drain referred to above is shown by a blue broken line on the title plan so far as it affects the land in this title.

- 2 The land is subject to such restrictive covenants as may have been imposed thereon before 26 July 1974 and are still subsisting and capable of being enforced.
- 3 A Conveyance of the land in this title and other land dated 26 July 1974 made between (1) Turnbull & Stockdale Limited (Trustee) (2) Arthur Sanderson & Sons Limited (Vendor) and (3) The Traditional Leather Upholstery Co Limited (Purchaser) contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 4 The land is subject to the following rights reserved by the Conveyance dated 26 July 1974 referred to above:-

"EXCEPT AND RESERVING unto the Trustee:-

(1) The right at any time to erect or suffer to be erected any buildings or other erections and to alter any building or other erection now standing or hereafter to be erected on any part of the Trustee's adjoining or neighbouring land in such a manner as to obstruct or interfere with the passage of light or air to any building which is or may be erected upon the property and any access of light and air over the Trustee's adjoining land shall be deemed to be enjoyed by the licence or consent of the Trustee and not as of right

(2) The right of support from the property for the adjoining property of the Trustee

(3) The right to have maintain repair cleanse use reconstruct alter and remove any drain pipes wires cables and works on over or under the property now used for the benefit of the adjoining property of the Trustee

(4) Full right and liberty for the Trustee with or without workmen at all reasonable times to enter upon the property for the purpose of exercising the right reserved by Paragraph (3) of this Clause causing as little damage as possible the Trustee or its successors in title forthwith making good all damage thereby caused

(5) A right of way for the Trustee its servants agents and others duly authorised and its successors in title at all times and for all purposes in connection with the Trustees adjoining or neighbouring lands with or without vehicles or animals over and along the private road leading from Bolton Road North to Eden Street entering onto Bury Road

(6) The free and uninterrupted passage for the Trustee and its successors in title of water soil and electricity from and to other buildings and land of the Trustee adjoining the property through the pipes drains wires and cables which are in or under the property with all easements rights and privileges proper for repairing maintaining and reinstating the same the Trustee making good all damage or disturbance occasioned thereby."

- 5 A Transfer of the land in this title and other land dated 3 September 1976 made between (1) The Traditional Leather Upholstery Company Limited and (2) Herbert Boddy and Sheila Mary Boddy contains restrictive covenants.

-NOTE: Original filed under LA400932.

Schedule of restrictive covenants

Title number LA959567

1 The following are details of the covenants contained in the Conveyance dated 26 July 1974 referred to in the Charges Register:-

"THE Purchaser for itself and its successors in title hereby covenants with the Trustee as follows:-

(1) Forever hereafter to maintain the walls and fences along all boundaries of the property

(2) to maintain the water supply to the adjoining farm premises known as "Sheep Hey Farm" in accordance with the licence to abstract water covering the property

(3) Not to discharge or allow to be discharged any fluid of a poisonous or noxious nature or of a kind calculated to or that does in fact destroy sicken or injure the fish or contaminate or pollute the water of any stream or river and not to do or omit or allow or suffer to be done or omitted any act or thing hereby the waters of any stream or river may be polluted

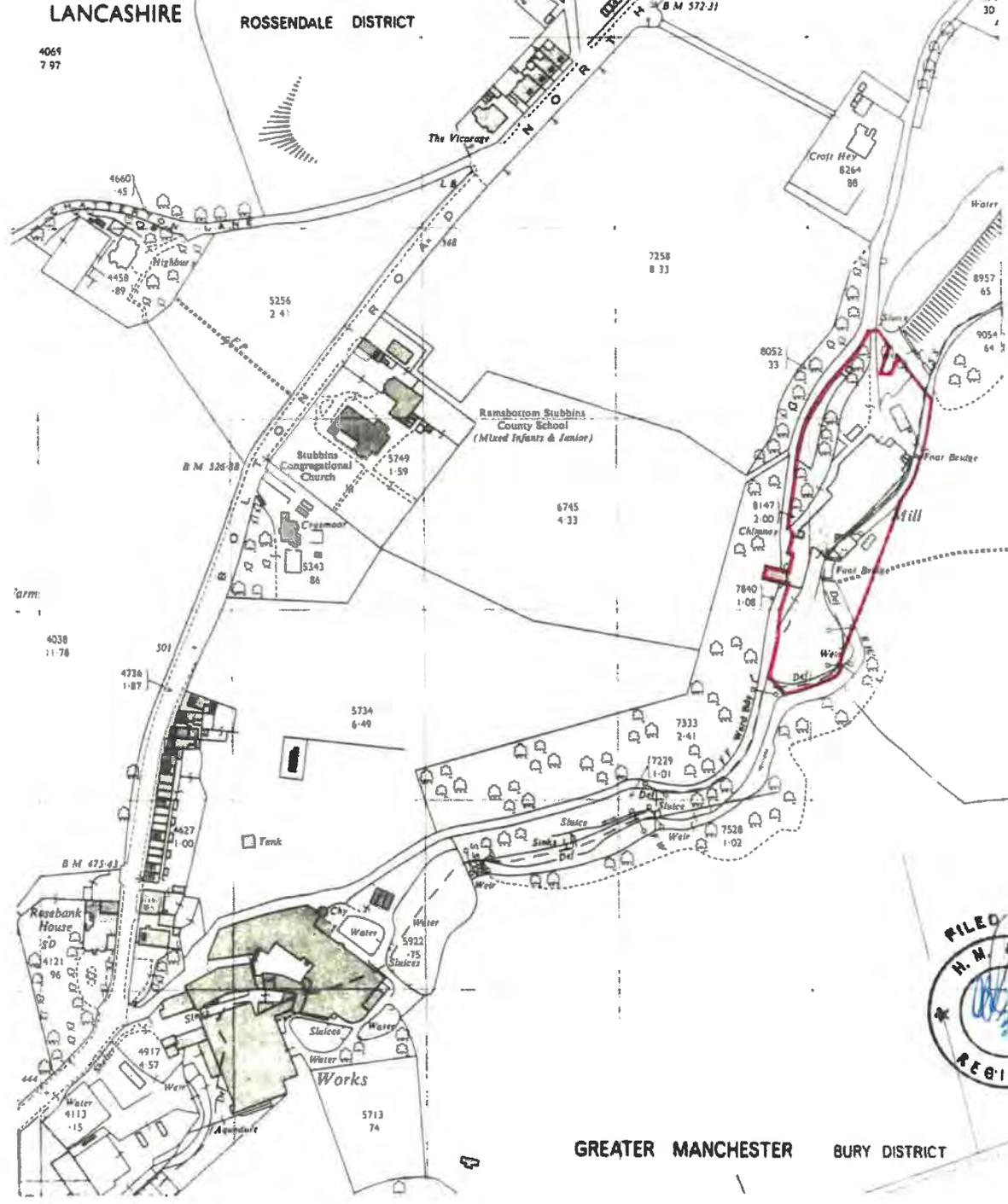
(4) At all times hereafter to observe and perform all covenants and stipulations subject to which the property is held and to keep the trustee and its successors in title effectually indemnified against all actions claims demands and liability in respect thereof so far as the same affect the property and are still subsisting and capable of being enforced.

End of register

H.M. LAND REGISTRY		TITLE NUMBER	
		LA456425	
ORDNANCE SURVEY PLAN REFERENCE	COUNTY	SHEET	NATIONAL GRID
			SD 7918
Scale: 1/2500		© Crown copyright	



NOTE: AREAS ON THIS PLAN ARE EXPRESSED
IN ACRES AND HECTARES.



The boundaries shown by dotted lines have been plotted from the plans on the deeds. The title plan may be updated from later survey information.

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THIS TITLE IS DEALT WITH BY HM LAND REGISTRY, FYLDE OFFICE.

TITLE NUMBER: LA456425

There is no application or official search pending against this title.

A: Property Register

This register describes the land and estate comprised in the title.

LANCASHIRE : ROSSENDALE

1 (04.03.1981) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being land lying to the east of Bolton Road North, Ramsbottom.

2 There are excluded from this registration the mines and minerals excepted by a Deed dated 26 February 1896 made between (1) The Right Honourable Henry John Lord Montagu Baron Montagu of Beaulieu (2) The Honorable James Archibald Douglas Home and Henry Frederick Nicholl and (3) John Ashton Fielden in the following terms and the land is also subject to the following rights reserved thereby:-

PROVIDED ALWAYS and it is hereby expressly agreed and declared between and by the parties hereto that these presents or anything therein contained shall not extend to or in anywise affect the estate or right of the said Henry John Montagu his heirs or assigns or any other person or persons entitled to or interested in the said Manor of Tottington under or according to the said Will of the said late Duke of Buccleuch and Queensberry or deriving title under him or them or the said John Ashton Fielden his heirs and assigns in or to any mines of Coal and other minerals limestone lime clay stones gravel pits or quarries within or under the lands and hereditaments hereby enfranchised or expressed so to be or within or under any other lands or rights of entry rights of way and search or other easements of the said Henry John Lord Montagu his heirs or assigns or other the person or persons entitled or interested or deriving title as aforesaid or of the said John Ashton Fielden his heirs and assigns in upon through over or under any lands or any powers which in respect of property in the soil might but for these presents and the enfranchisement effected thereby or intended so to be have been exercised for the purpose of enabling the said Henry John Lord Montagu or his heirs or assigns or other the person or persons entitled or interested or deriving title as aforesaid or the said John Ashton Fielden his heirs or assigns or his or their several and respective agents workmen or assistants more effectually to search for win and work any mines minerals pits or quarries or to remove and carry away any coal or other minerals limestone lime stones clay gravel or other substances had or gotten therefrom the intention of the parties hereto being that all such estates and rights as are referred to in this present proviso shall remain to and be exerciseable by the respective persons to whom the said rights shall belong and who were entitled to exercise the said powers immediately before the execution of these presents and the successor in title or ownership of such persons respectively as fully and in like manner in all respects as if the said hereditaments and premises hereby enfranchised to the said John Ashton Fielden had not been enfranchised but had continue to be held by him as Copyhold.

3 The land has the benefit of the following rights granted by but is subject to the following rights reserved by the Conveyance dated 20 October 1969 referred to in the Charges Register:-

"TOGETHER WITH (a) full right of way at all times and for all purposes

A: Property Register continued

for the Sub-Purchasers their servants and licencees with or without vehicles or animals over and along the roadway coloured brown on the said plan to Eden Street entering on to Bury Road and to Bolton Road North the Sub-Purchasers paying one quarter of the costs incurred in maintaining repairing or cleansing the said roadway up to the northern end of the oil tanks or the Purchaser's adjoining property Rosebank Mill and three quarters of such costs in respect of the remaining portion of the said roadway or such lesser proportion as the Purchaser shall from time to time agree

THE Purchaser hereby covenants for itself and its successors in title the owners o Rosebank Cuba and Croft Works Ramsbottom aforesaid to repay to the Sub-Purchasers threequarters of any costs incurred in maintaining repairing or cleansing the said roadway up to the northern end of the oil tanks on the Purchaser's adjoining property Rosebank Mill and one quarter of such costs in respect of the remaining portion of the said roadway (or such lesser proportions as the Sub-Purchasers may from time to time agree) and to repay to the Sub-Purchasers a proportionate part as aforesaid of any costs incurred in maintaining repairing or cleansing the said reservoir

EXCEPT AND RESERVING

the right of passage of water through the pipes waterways and culverts in through or under the said Mill from the Purchaser's reservoir to Rosebank Mill Bleach Croft Mill and Cuba Works and the right for the Purchaser and its successors in title of Rosebank Mill Bleach Croft Mill and Cuba Works to enter upon the land hereby conveyed for the purpose of repairing maintaining and renewing the said pipes waterways and culverts the Purchaser or its successors in title making good all damage and indemnifying the Sub-Purchasers against all loss thereby occasioned."

- 4 The Conveyance dated 20 October 1969 referred to in the Charges Register contains the following provision:-

"IT IS hereby agreed and declared that all easements and rights in the nature of easements shall henceforth subsist between the property hereby conveyed and the adjoining land of the Purchaser as though the same had at all times been in separate ownership."

- 5 The Conveyance dated 20 October 1969 referred to in the Charges Register is expressed to grant the following rights:-

"The right to abstract water (subject to any statutory control) from the Purchasers Edenwood reservoir shown on the said plan and in connection therewith to enter upon the adjoining land of the Purchaser to operate maintain or repair the sluices pipes and other works necessary or used for abstraction the Sub-Purchasers repaying a proportionate amount according to user (to be evidenced for this purpose by the proportion of the rights under current licences to abstract water) of any costs incurred in maintaining repairing or cleansing the said reservoir sluices pipes and other necessary works (c) the right to receive a supply of electricity through the existing cables from a sub-station of the Purchasers nearby property or through such cables and along such route as shall from time to time hereafter be agreed between the parties the Sub-Purchasers paying any costs incurred in maintenance or repair of such cables and a fair proportion of the cost of maintenance or repair of the said sub-station and the apparatus therein."

- 6 (29.03.1996) The land has the benefit of the rights granted by a Deed dated 21 March 1996 made between (1) John Alexander Coutts Arnott and Joyce Christine Arnott (Grantors) (2) National Westminster Home Loans Limited (Lender) and (3) Turnbull & Stockdale Limited (Grantee).

-NOTE: Original filed.

- 7 (03.11.1998) The land has the benefit of the rights granted by a Deed dated 14 August 1998 made between (1) Rosebank Developments Limited (2) Vera Carswell and (3) Turnbull & Stockdale Limited.

The said Deed also alters the route of the existing easement as therein mentioned.

Title number LA456425

A: Property Register continued

-NOTE: Original filed.

B: Proprietorship Register

This register specifies the class of title and identifies the owner. It contains any entries that affect the right of disposal.

Title absolute

- 1 (28.03.2014) PROPRIETOR: TURNBULL & STOCKDALE LIMITED (incorporated in Isle of Man) of Druin Veg, Santon, Isle Of Man, IM4 1EG.
- 2 (28.03.2014) The price stated to have been paid on 27 March 2014 was £100,000.
- 3 (28.03.2014) The Transfer to the proprietor contains a covenant to observe and perform the covenants referred to in the Charges Register and of indemnity in respect thereof.

C: Charges Register

This register contains any charges and other matters that affect the land.

- 1 The land is subject to the following rights granted by a Conveyance of land lying to the east and west of the land in this title dated 14 November 1967 made between (1) Turnbull and Stockdale Limited (Vendors) and (2) The Minister of Transport (Purchaser):-

Full and free right and liberty for the Purchaser and her successors in title and all persons authorised by her or them from time to time and at all times hereafter to lay construct maintain test inspect and use a water pipe not exceeding fifteen inches in diameter for a distance of three hundred and ninety three linear yards together with nine manholes across the Vendors neighbouring land in the position indicated by a blue line on the plan annexed hereto together with the right from time to time to renew alter and remove all or any of the same.

Full and free right and liberty for the Purchaser and her successors in title and all persons authorised by her or them from time to time and at all times hereafter to construct maintain test inspect and use a bridge to carry the said new trunk road over that land and stream which is shown coloured blue on the plan annexed hereto

The like rights at all times to enter upon and excavate so much of such neighbouring land as shall be necessary for the purpose of exercising the rights hereinbefore mentioned.

-NOTE: Copy filed.

- 2 A Conveyance of the land in this title dated 20 October 1969 made between (1) Turnbull and Stockdale Limited (2) Arthur Sanderson & Sons Limited (Purchaser) and (3) Edward McNeil Turnbull and Gwynneth Turnbull (Sub-Purchaser) contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 3 The land is subject to the rights granted by a Deed of Grant dated 27 January 1976 made between (1) Edward McNeil Turnbull and Gwynneth Turnbull (2) William and Glyn's Bank Limited and (3) The Secretary of State for the Environment.

The said Deed also contains restrictive covenants by the grantor.

-NOTE: Duplicate filed.

Schedule of restrictive covenants

1 The following are details of the covenants contained in the Conveyance dated 20 October 1969 referred to in the Charges Register:-

"WHEREAS the Sub-Purchasers are entitled to discharge trade effluent from Edenwood Mill into the sewerage system at Bleach Croft Mill until such time not being later than Seventeenth February One thousand nine hundred and seventy two as arrangements have been made to discharge such effluent into the public sewer.

NOW the Sub-Purchasers hereby covenant with the Purchaser and its successors in title to the said Bleach Croft Mill

(a) not to discharge any effluent into the said system which might give cause to the Mersey and Weaver River Authority to revoke its consent to the discharge of effluent from Bleach Croft Mill

(b) to keep and at their own expense maintain in good order the pipes drains and pinewood trough used in connection with the discharge of any effluent between Edenwood Mill and the Bleach Croft Mill and

(c) to pay to the Purchaser or the owner or owners for the time being of Bleach Croft Mill a fair proportion according to the qualities and quantity of effluent discharged of the cost of repair and maintenance of the settling beds and effluent disposal system at Bleach Croft Mill such proportion to be agreed between the parties or in default of agreement to be referred to a single arbitrator to be nominated by the President for the time being of the Law Society and in accordance with and subject to the provisions of the Arbitration Act 1950 or any statutory modification or re-enactment thereof."

End of register

H.M. LAND REGISTRY		TITLE NUMBER		
		LA 456830		
ORDNANCE SURVEY PLAN REFERENCE	COUNTY	SHEET	NATIONAL GRID	SECTION
	LANCASHIRE		SD 7918	G
Scale: 1/1250 Enlarged from 1/2500 ROSSENDALE DISTRICT			©Crown copyright 1980	

NOTE : AREAS ON THIS PLAN ARE EXPRESSED
IN ACRES AND HECTARES.



The boundaries shown on this plan have been plotted from the plans on file. The plan may be updated from your survey information.

This is a print of the view of the title plan obtained from HM Land Registry showing the state of the title plan on 06 March 2019 at 15:19:33. This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground.

This title is dealt with by HM Land Registry, Fylde Office.

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THIS IS A PRINT OF THE VIEW OF THE REGISTER OBTAINED FROM HM LAND REGISTRY SHOWING THE ENTRIES SUBSISTING IN THE REGISTER ON 6 MAR 2019 AT 15:19:26. BUT PLEASE NOTE THAT THIS REGISTER VIEW IS NOT ADMISSIBLE IN A COURT IN THE SAME WAY AS AN OFFICIAL COPY WITHIN THE MEANING OF S.67 LAND REGISTRATION ACT 2002. UNLIKE AN OFFICIAL COPY, IT MAY NOT ENTITLE A PERSON TO BE INDEMNIFIED BY THE REGISTRAR IF HE OR SHE SUFFERS LOSS BY REASON OF A MISTAKE CONTAINED WITHIN IT. THE ENTRIES SHOWN DO NOT TAKE ACCOUNT OF ANY APPLICATIONS PENDING IN HM LAND REGISTRY. FOR SEARCH PURPOSES THE ABOVE DATE SHOULD BE USED AS THE SEARCH FROM DATE.

THIS TITLE IS DEALT WITH BY HM LAND REGISTRY, FYLDE OFFICE.

TITLE NUMBER: LA456830

There is no application or official search pending against this title.

A: Property Register

This register describes the land and estate comprised in the title.

LANCASHIRE : ROSSENDALE

- 1 (17.03.1981) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being land lying to the south-east of Bolton Road North, Ramsbottom.
- 2 There are excluded from this registration the mines and minerals excepted by a Deed of Enfranchisement dated 26 February 1896 made between (1) The Right Honourable Henry John Lord Montagu Baron Montagu (2) The Honourable James Archibald Douglas Home and Henry Frederick Nicholl and (3) John Ashton Fielden in the following terms:-

PROVIDED ALWAYS and it is hereby expressly agreed and declared between and by the parties hereto that these presents or anything herein contained shall not extend to or in anywise affect the estate or right of the said Henry John Lord Montagu his heirs or assigns or any other person or persons entitle to or interested in the said Manor of Tottington under or according to the said Will of the said late Duke of Beccleuch and Queensberry or deriving title under him or them or the said John Ashton Fielden his heirs and assigns in or to any Mines of Coal and other minerals limestone lime clay stones gravel pits or quarries within or under the lands and hereditaments hereby enfranchised or expressed so to be or within or under any other lands or any rights of entry rights of way and search or other easements of the said Henry John Lord Montagu his heirs or assigns or other the person or persons entitled or interested or deriving title as aforesaid or of the said John Ashton Fielden his heirs and assigns in upon through over or under any lands or any powers which in respect of property in the soil might but for these Presents and the enfranchisement effected hereby or intended so to be have been exercised for the purpose of enabling the said Henry John Lord Montagu or his heirs or assigns or other the person or persons entitle or interested or deriving title as aforesaid or the said John Ashton Fielden his heirs or assigns or his or their several and respective agents workmen or assistants more effectually to search for win and work any Mines minerals pits or quarries or to remove and carry away any Coal or other minerals limestone lime stones clay gravel or other substances had or gotten therefrom the intention of the parties hereto being that all such estates and rights as are referred to in this present proviso shall remain to and be exercisable by the respective persons to whom the said rights shall belong and who were entitled to exercise the said powers immediately before the execution of these Presents and the successors in title or ownership of such persons respectively as fully and in like manner in all respects as if the said hereditaments and premises hereby enfranchised to the said John Ashton Fielden had not been enfranchised but had continue to be held by him as Copyhold.

- 3 (29.03.1996) The land has the benefit of the rights granted by a Deed dated 21 March 1996 made between (1) John Alexander Coutts Arnott and Joyce Christine Arnott (Grantors) (2) National Westminster Home Loans Limited (Lender) and (3) Turnbull & Stockdale Limited (Grantee).

Title number LA456830

A: Property Register continued

-NOTE: Original filed under LA456425

- 4 (30.10.1998) The land has the benefit of the rights granted by a Deed dated 14 August 1998 made between (1)Rosebank Developments Limited (2)Vera Carswell and (3)Turnbull & Stockdale Limited.

The said Deed also alters the route of the existing easement as therein mentioned.

-NOTE: Original filed under LA456425.

B: Proprietorship Register

This register specifies the class of title and identifies the owner. It contains any entries that affect the right of disposal.

Title absolute

- 1 (28.03.2014) PROPRIETOR: Turnbull & Stockdale Limited (incorporated in Isle of Man) of Druin Veg, Santon, Isle of Man, IM4 1EG.
- 2 (28.03.2014) The price stated to have been paid on 27 March 2014 for the land in this title and other property was £35,000.

C: Charges Register

This register contains any charges and other matters that affect the land.

- 1 The land is subject to the following rights reserved by a Conveyance of the land in this title dated 30 December 1967 made between (1) Turnbull & Stockdale Limited (Vendor) and (2) Edward McNeil Turnbull:-

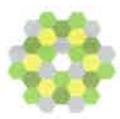
"except and reserving:-

to the vendor and its successors in title and their respective workmen rights to enter on such parts of the property as may prove necessary (subject to giving not less than forty eight hours notice except in emergency) for the purpose of maintaining the wall belonging to the Vendor on the Westerly side of the property and maintaining cleaning and repairing the reservoir belonging to the Vendor and the banking which adjoins it on the Easterly side of the property causing no avoidable damage and making good any damage occasioned in the exercise of the said rights"

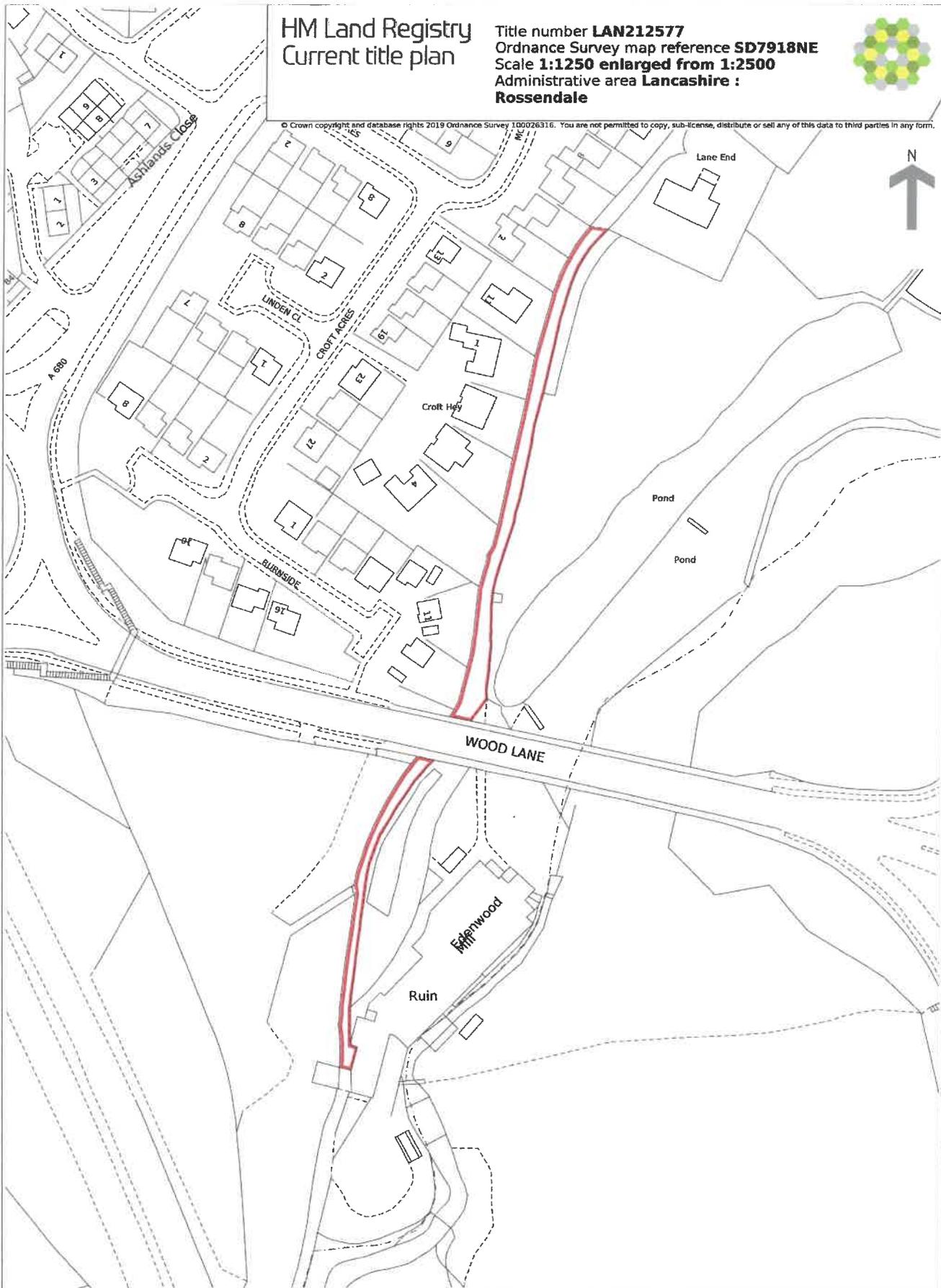
End of register

HM Land Registry
Current title plan

Title number **LAN212577**
Ordnance Survey map reference **SD7918NE**
Scale **1:1250 enlarged from 1:2500**
Administrative area **Lancashire :**
Rossendale



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This is a print of the view of the title plan obtained from HM Land Registry showing the state of the title plan on 08 April 2020 at 14:18:02. This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground.

This title is dealt with by HM Land Registry, Fylde Office.

THIS IS A PRINT OF THE VIEW OF THE REGISTER OBTAINED FROM HM LAND REGISTRY SHOWING THE ENTRIES SUBSISTING IN THE REGISTER ON 8 APR 2020 AT 14:15:54. BUT PLEASE NOTE THAT THIS REGISTER VIEW IS NOT ADMISSIBLE IN A COURT IN THE SAME WAY AS AN OFFICIAL COPY WITHIN THE MEANING OF S.67 LAND REGISTRATION ACT 2002. UNLIKE AN OFFICIAL COPY, IT MAY NOT ENTITLE A PERSON TO BE INDEMNIFIED BY THE REGISTRAR IF HE OR SHE SUFFERS LOSS BY REASON OF A MISTAKE CONTAINED WITHIN IT. THE ENTRIES SHOWN DO NOT TAKE ACCOUNT OF ANY APPLICATIONS PENDING IN HM LAND REGISTRY. FOR SEARCH PURPOSES THE ABOVE DATE SHOULD BE USED AS THE SEARCH FROM DATE.

THIS TITLE IS DEALT WITH BY HM LAND REGISTRY, FYLDE OFFICE.

TITLE NUMBER: LAN212577

There is no application or official search pending against this title.

A: Property Register

This register describes the land and estate comprised in the title.

LANCASHIRE : ROSSENDALE

- 1 The Freehold land shown edged with red on the plan of the above title filed at the Registry and being Land at Eden Lane, Edenfield, Ramsbottom, Bury (BL0 0EB).
- 2 The land was formerly copyhold of the Manor of Tottington and the rights saved to the lord by the 12th Schedule of the Law of Property Act, 1922 are excepted from the registration.

B: Proprietorship Register

This register specifies the class of title and identifies the owner. It contains any entries that affect the right of disposal.

Title absolute

- 1 (09.11.2018) PROPRIETOR: TURNBULL AND STOCKDALE LIMITED (incorporated in Isle of Man) of Druin Veg, Santon, Isle of Man, IM4 1EG.
- 2 (09.11.2018) The price stated to have been paid on 31 October 2018 was £1,000.
- 3 (09.11.2018) RESTRICTION: No disposition of the registered estate (other than a charge) by the proprietor of the registered estate is to be registered without a certificate signed by a conveyancer that the provisions of clauses 11 and 12 of an Agreement dated 31 October 2018 made between (1) Stephen John Preston and Anne-Marie Preston and (2) Turnbull & Stockdale Limited have been complied with or that they do not apply to the disposition.

C: Charges Register

This register contains any charges and other matters that affect the land.

- 1 (15.10.1996) A Transfer which included the land in this title and other land dated 22 August 1996 made between (1) Approach Limited and (2) Stephen John Preston and Ann-Marie Preston contains the following covenants:-

"THE Purchaser covenants with the Vendor for the benefit of protection of the Retained Land and so as to bind the Blue Land into whosoever hands the same may come to observe and perform the stipulations set out out in the Third Schedule hereto

THE THIRD SCHEDULE

C: Charges Register continued

The Stipulations

1. Forthwith to erect to a specification previously approved in writing by the Vendor (such approval not to be unreasonably withheld) and forever thereafter to maintain good and substantial stock proof walls or fences along the boundaries marked with the letter T inwards on the plan

2. Not to obstruct the old roadway and/or the new roadway

3. At all times after the completion of the new roadway in manner provided for in the First Schedule to pay a fair proportion according to user of all costs thereafter incurred in repairing maintaining and reinstating that part of the new roadway as is coloured red on the plan and only to the extent that the same shall not be the responsibility of the company pursuant to Section 38 Highways Act 1980 or of the appropriate Statutory Highways Authority"

NOTE: The blue land referred to includes the land in this title.

2 (15.10.1996) The land is subject to the following rights reserved by the Transfer dated 22 August 1996 referred to above:-

".....except and reserving unto the Vendor and all others entitled to the like rights the rights specified in of the Second Schedule hereto

THE SECOND SCHEDULE above referred to

Rights excepted and reserved over the Blue Land

1. The right at any time or times hereafter to build alter or rebuild as the case may be the Vendor's Estate notwithstanding that the access of light and air to the Blue Land may be interfered with

2. The right of free passage and running of water soil and gas and electricity to and from the Vendor's Estate by and through the channels sewers drains pipes wires and cables which are now or may hereafter within the Perpetuity Period be laid or made in under or across the Blue Land for the service of the Vendor's Estate or any adjoining land with power for the Vendor or any adjoining owner to enter with or without workmen at all reasonable times (and on giving reasonable prior notice) into and upon the Blue Land for the purpose of laying repairing maintaining renewing and cleansing and making connections with the said channels sewers drains pipes wires and cables the persons exercising such right causing as little damage and inconvenience as possible and forthwith making good at their own expense all damage occasioned to the Blue Land by the exercise of such right

3. The right for the Vendor and the owner for the time being of the Vendor's Estate immediately adjoining the Blue Land to enter with or without workmen upon the Blue Land at all reasonable times (and on giving reasonable prior notice) for the purpose of carrying out any required works repairs or alterations to the Vendor's Estate or any part thereof the persons exercising such right causing as little damage and inconvenience as possible and forthwith making good at their own expense all damage occasioned to the Property by the exercise of such right"

End of register



Appendix 2

TO LET

Mill Complex

38,829sq ft / 2,957.02 m²

Awaiting photograph

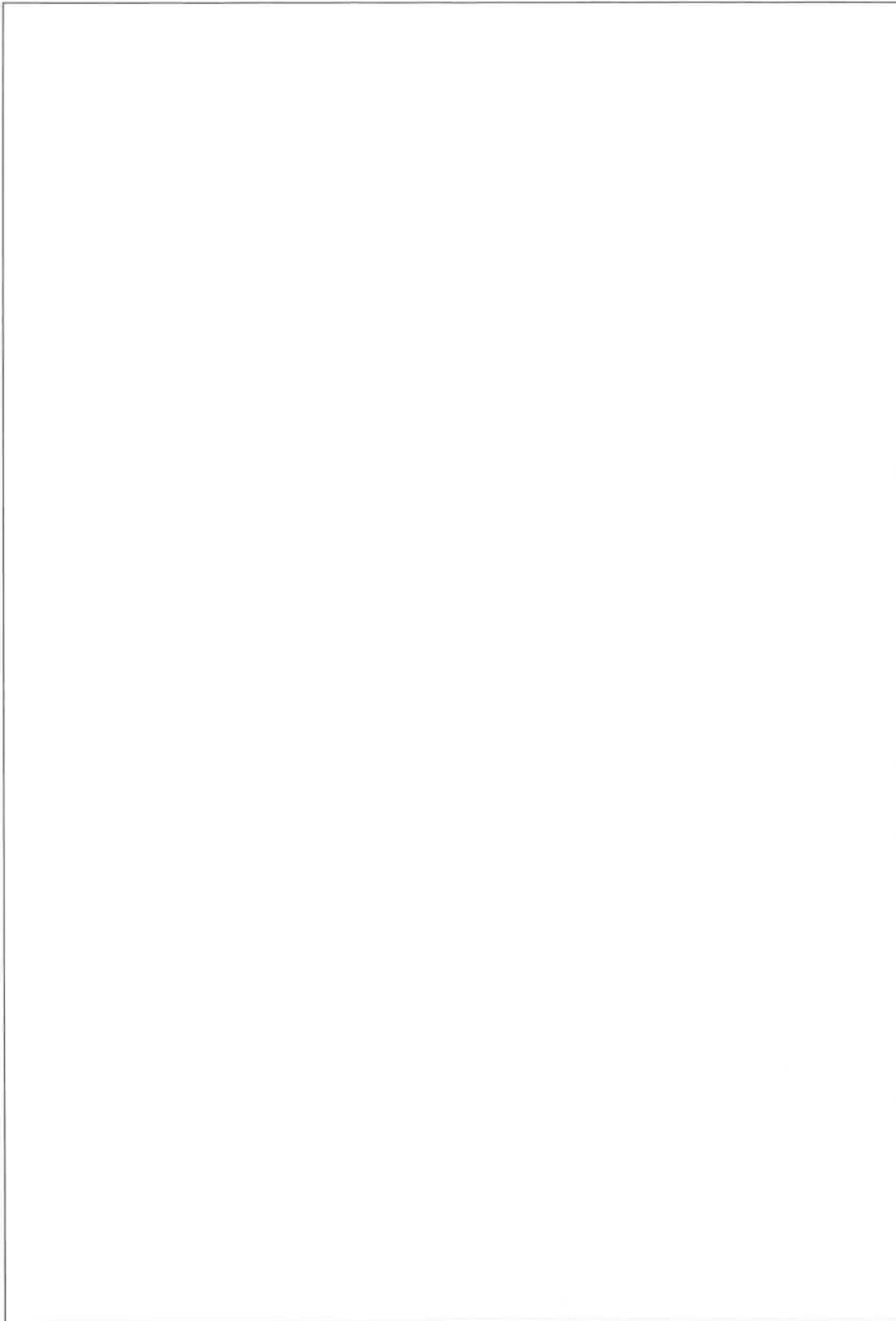
- from 13,000 sq ft upwards
- flexible terms
- close to A676

Edenwood Mill
Bolton Road
Stubbins, Ramsbottom
Rossendale, Lancs

Possession

Vacant possession will be granted on completion.

Location Plan



Conditions

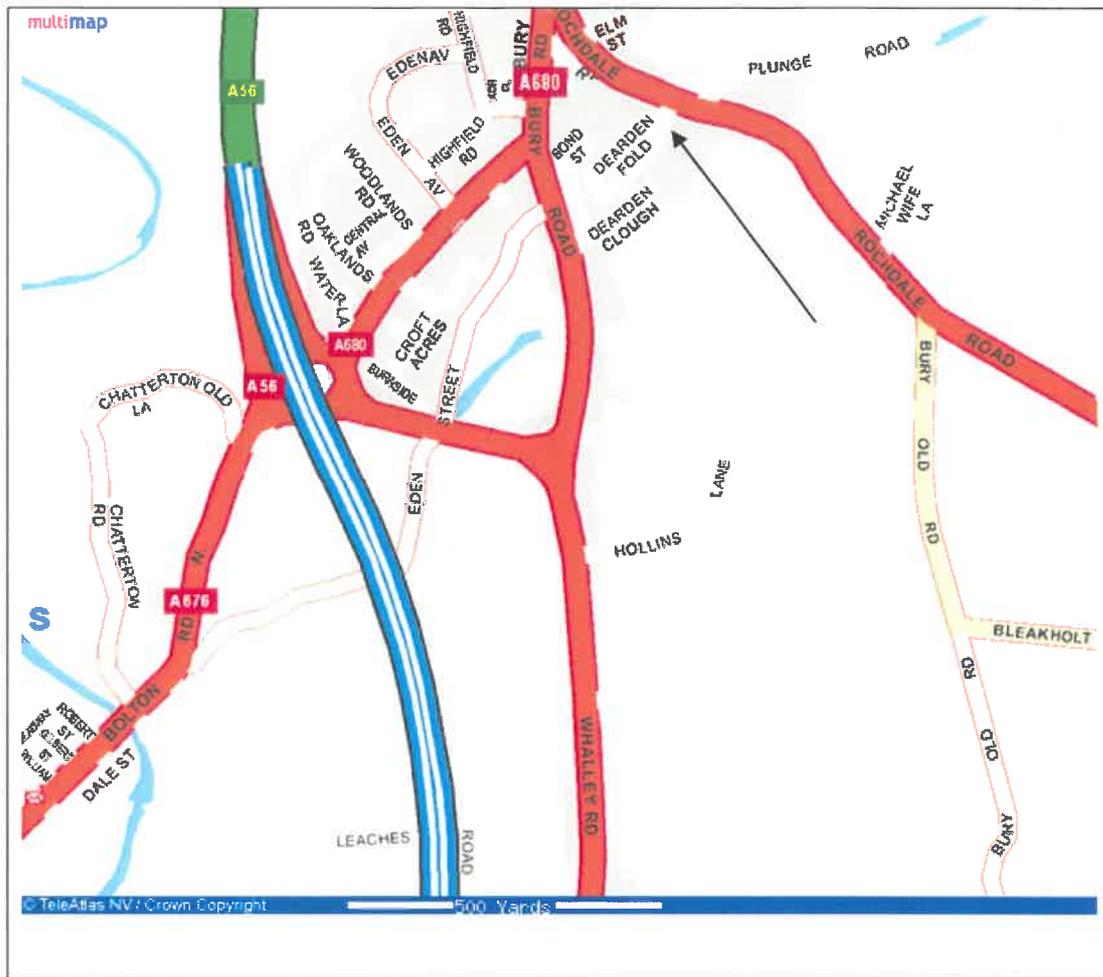
1. These details do not form part of an offer or contract. 2. They intend to give a fair description but neither Paul Nolan & Company nor the Vendor / Lessor accepts responsibility for any error they may contain. 3. Purchasers or prospective tenants should satisfy themselves by inspection of the premises. 4. No person in the employ of Paul Nolan & Company has authority to give any representation or warranty in relation to this property. 5. Prices / Rents are exclusive of VAT. 6. Subject to Contract.

Edenwood

A Unique Residential Conversion Opportunity

- accessible but picturesque location
- planning granted for 25 units

Location Plan



Edenwood, Eden Street, off Bolton Road North, Ramsbottom

Code of Practice

This company is a Chartered Surveying Practice and as such subscribes to the high standards required from the Royal Institution of Chartered Surveyors Governing Council. This practice therefore aims to comply with the 9 core values of the Royal Institution. Should you wish to be provided with further information with regard to this then please contact either Paul Nolan or Mike Redshaw on 0161 763 0828.

Conditions

1. These details do not form part of an offer or contract. 2. They intend to give a fair description but neither Nolan Redshaw Ltd nor the Vendor / Lessor accepts responsibility for any error they may contain. 3. Purchasers or prospective tenants should satisfy themselves by inspection of the premises. 4. No person in the employ of Nolan Redshaw Ltd has authority to give any representation or warranty in relation to this property. 5. Prices / Rents are exclusive of VAT. 6. Subject to Contract. **C190**

EDENWOOD



RESIDENTIAL DEVELOPMENT OPPORTUNITY

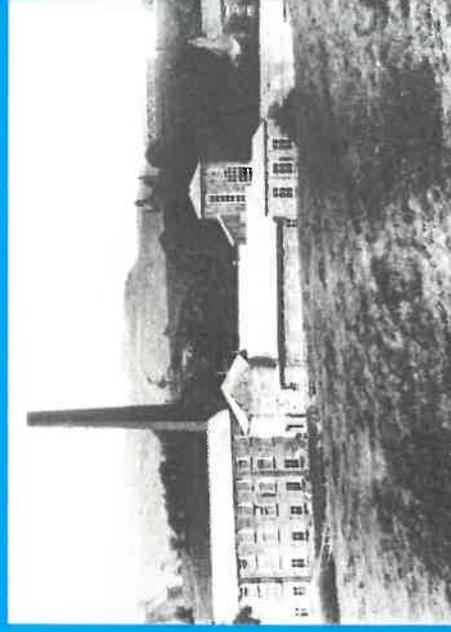
**EXISTING PLANNING
PERMISSION**

25 APARTMENTS ON 3 FLOORS

TOTAL AREA: 34,450 sq.ft.

SITE AREA: 1.8 acres approximately

EDENWOOD IS A RESIDENTIAL DEVELOPMENT OPPORTUNITY
JUST OFF THE M66.



DEVELOPMENT



OPPORTUNITY

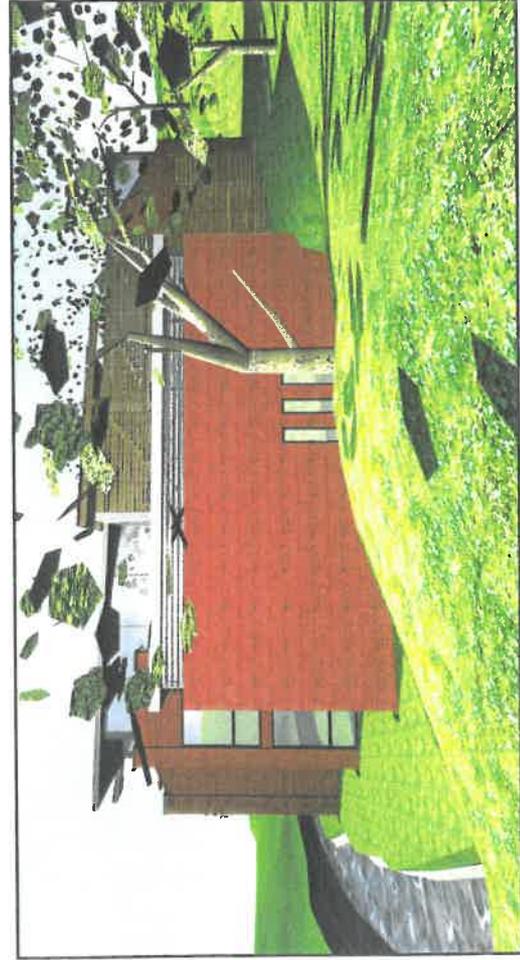
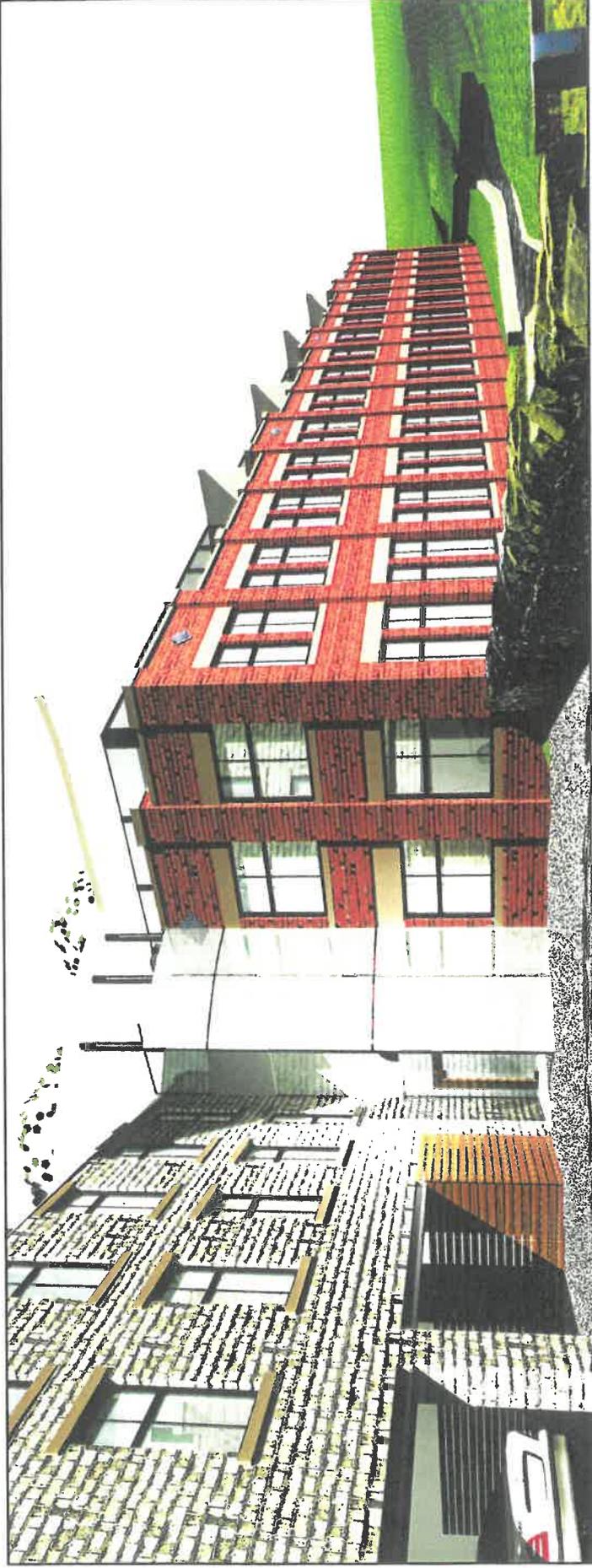
PROPOSAL



ACCOMMODATION

25 APARTMENTS ON 3 FLOORS
UNIT SIZES: 1020 sq.ft. – 1700 sq.ft.
TOTAL AREA: 34,450 sq.ft.
SITE: 1.8 acres approx.

EDENWOOD PROPOSAL: A development over 3 floors offering innovative floor layouts, designed by renowned Manchester architects Sirzala Associates.



PLANNING: EDENWOOD has been granted planning permission for the refurbishment and adaptation of the existing mill structure. The permission permits 25 units which range in size between 1,020 sq.ft. and 1,700 sq.ft. The units are designed as luxury apartments and duplexes over three floors. The potential for a new planning application is compelling and a revised scheme could be presented as soon as possible to Rossendale Borough Council to provide an opportunity for new build on the site.

SERVICES: All main services are available close to or within the site with the exception of gas.

TENURE: The premises are Freehold and free from Chief Rent.

PLANNING AUTHORITY: Rossendale MBC, Stubbylee Hall, Bacup. Telephone: 01706 874 333.

PRICE: On application.

VAT: Prices are exclusive of, but may be liable to VAT.

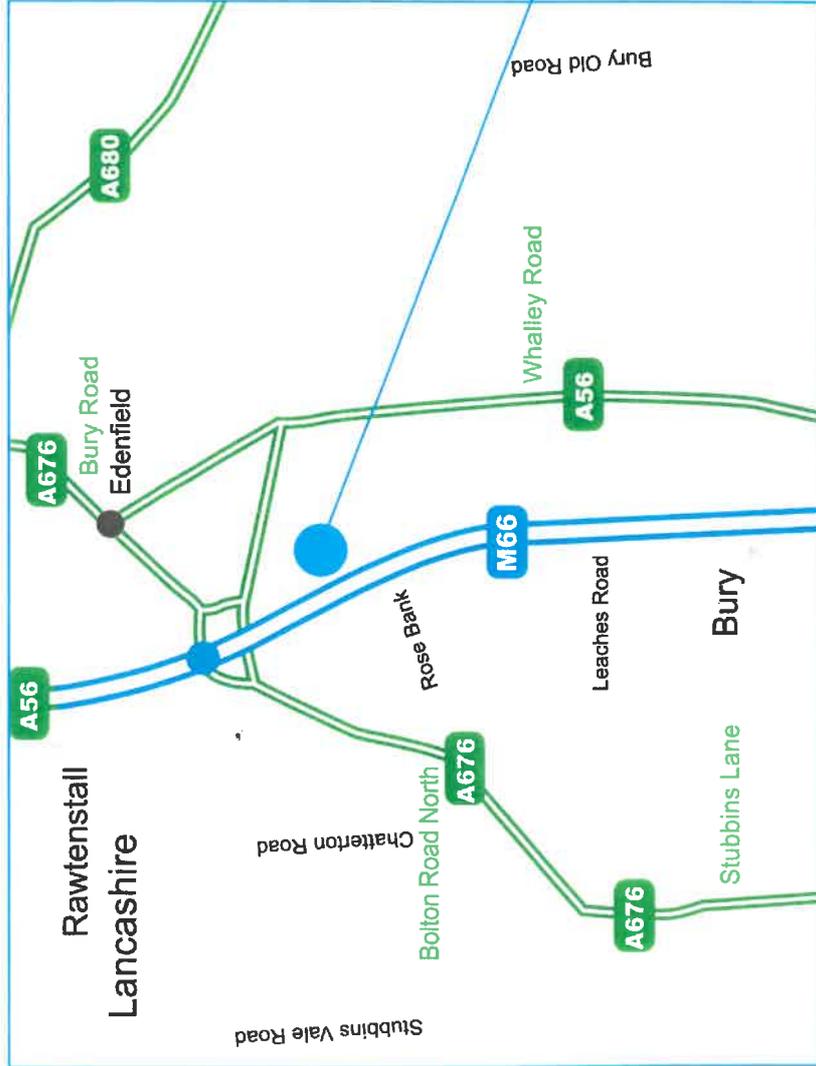
LEGAL FEES: Each party to be responsible for their own legal fees incurred in the transaction.

POSSESSION: Vacant possession on completion.

LOCATION

DRIVE TIMES

MANCHESTER – 25 mins
 BLACKBURN – 20 mins
 LEEDS – 60mins
 LIVERPOOL – 45mins
 M62 – 15 mins
 M66 – 5 mins
 M65 – 20 mins
 MANCHESTER AIRPORT – 40 mins



EDENWOOD

Edenwood Lane
 Off Bolton Road North
 Ramsbottom
 Lancashire
 BLO 0EX

LOCALITY: EDENWOOD nestles in a picturesque green belt location in the Rossendale Valley, which affords the development with excellent rural views. The building is situated on Edenwood Lane, adjacent to the A676 Bolton Road. There is quick access to all North Manchester conurbations and Manchester City Centre is approximately 15 miles away due south via the M66 motorway. This proximity to the motorway network ensures the location is extremely accessible to all parts of the North West.

PEOPLE & SOCIETY: The development sits within the Rossendale Borough and the following information was provided by the Government Statistical Office:

- The population of Rossendale between 1982–2002 grew by 1.2 percent compared with a decrease of 2 percent for the North West region as a whole.
- Socio-economic figures indicate that the Rossendale District has above national average percent of A, B and C1 class groupings, with below national average percentage of C2 and E. Therefore illustrating the area is prosperous with a higher than average household income.

Misrepresentation Act

Nolan Redshaw on behalf of proposing vendors or lessors and on their own behalf give notice that:

- i) These particulars are set out as general information only for the assistance of intending purchasers or lessees. They do not constitute nor constitute part of an offer and will not be incorporated in any contract term.
- ii) All descriptions, dimensions, references to condition and necessary permission for use and occupation, and other details are provided in good faith but without any liability of any kind on any proposing vendors or lessors. Any intending purchaser or lessee shall not rely on such information which is given on condition that any intending purchasers or lessors shall satisfy themselves by their own inspections or other enquires about the property in all respects.
- iii) No partner and no person employed by Nolan Redshaw has any authority to make any representation or give any warranty whatsoever in relation to this property whether on behalf of proposing vendors or lessors of Nolan Redshaw.

**Nolan
Redshaw**
0161 763 0828

All enquiries to:
Nolan Redshaw
Haweswater House, Waterfold Business Park
Bury, Greater Manchester, BL9 7BR
T: 0161 763 0828
F: 0161 763 0829
E: info@nolanredshaw.co.uk
W: www.nolanredshaw.co.uk

**EDENWOOD LANE, OFF BOLTON ROAD NORTH,
RAMSBOTTOM, BURY, BL0 0EX**



FOR SALE - PREMIUM DEVELOPMENT SITE

1.80 Acres (0.73 Hectares)

- **RARE OPPORTUNITY TO PURCHASE A BROWNFIELD SITE IN A PICTURESQUE GREENBELT LOCATION.**
- **LOCATED IN THE ROSSENDALE VALLEY, SUITABLE FOR TRADITIONAL HOUSING, SUBJECT TO PLANNING PERMISSION.**
- **LARGER SITE BY NEGOTIATION – UP TO SEVEN ACRES**



0161 763 0828



www.nolanredshaw.co.uk



info@nolanredshaw.co.uk



[@NolanRedshaw](https://twitter.com/NolanRedshaw)

LOCATION

Edenwood nestles in a picturesque green belt location in the Rossendale Valley, which affords the development with excellent rural views. The building is situated on Edenwood Lane, adjacent to the A676 Bolton Road. There is quick access to all North Manchester conurbations and Manchester City Centre is approximately 10 miles away due South via the M66 Motorway.

The nearest town is Ramsbottom, which is ¼ mile to the south. Ramsbottom has, in recent years, received national acclaim as a place to live, due to its vibrant Town Centre with an unusual mix of notable local traders, such as The Chocolate Café, restaurants and a number of boutique retailers. The town boasts a steam railway station; regular farmers' markets and a jazz/folk festival.

DESCRIPTION

This is the site of the former Edenwood Mill. It is within a tree lined valley area adjacent to an attractive stream.

This is a unique opportunity to purchase a brownfield site in a green belt location, together with adjacent land in separate ownership.

The attached indicative plan shows the potential of acreage that are developable on site.

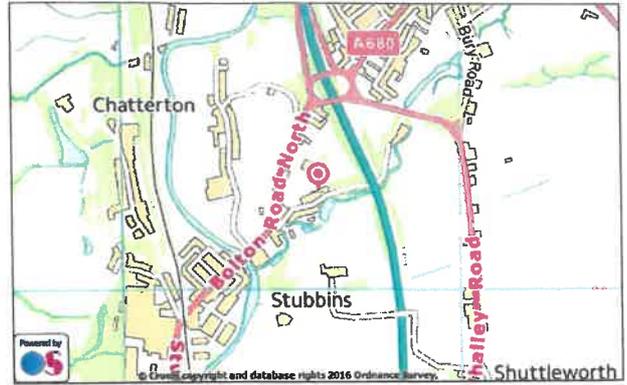
ACCOMMODATION

Total Area	1.8 acres, approx.
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Further land can be made available by negotiation, i.e. 1.5 acre on wood Land and further land adjacent to the mill

SERVICES

All mains services, except gas, are in close vicinity of the site.



PRICE

On application.

EPC

Not Applicable

PLANNING

Edenwood was granted planning permission for a refurbishment scheme to provide 25 large apartments.

The site has been proposed by Rossendale Borough Council to be reallocated out of green belt.

Contact Rossendale Borough Council: 01706 217777. The permission has now expired.

HIGHWAYS

The access lane has two lay-bys in the vendor's ownership, where passing places can be provided.

Access is likely to be available via third party land on Wood Lane – see plan.

METHOD OF DISPOSAL

The property is available by way of either conditional or unconditional transaction.

LEGAL FEES

Each party to be responsible for their own legal fees.



1. These details do not form part of an offer or contract. 2. They intend to give a fair description but neither Nolan Redshaw Ltd nor the Vendor/Lessor accepts responsibility for any error they may contain. 3. Purchasers or prospective tenants should satisfy themselves by inspection of the premises. 4. No person in the employ of Nolan Redshaw Ltd has authority to give any representation or warranty in relation to this property. 5. Prices/Rents are exclusive of VAT. 6. Subject to contract.



RATES

The premises are no longer rated.

TENURE

The premises are freehold and free from chief rent.

VIEWING

Strictly by appointment with the sole agent: NOLAN REDSHAW

Contact: Paul Nolan

Tel: 0161 763 0822

Email: paul@nolanredshaw.co.uk

Anti-Money Laundering Regulations

We are obliged to verify the identity of the proposed purchaser and seek confirmation of source of funding once an agreement has been reached.



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General Notes:

1. All work shall be in accordance with the latest editions of the following codes and standards: AIAA, ASCE, IBC, IRC, NEC, NFPA, and all applicable local, state and federal codes and standards.

2. The contractor shall be responsible for obtaining all necessary permits and approvals from the appropriate authorities.

3. The contractor shall be responsible for maintaining access to all existing utilities and structures.

4. The contractor shall be responsible for protecting all existing trees and landscaping.

5. The contractor shall be responsible for maintaining the site in a safe and secure condition at all times.

6. The contractor shall be responsible for maintaining the site in a clean and sanitary condition at all times.

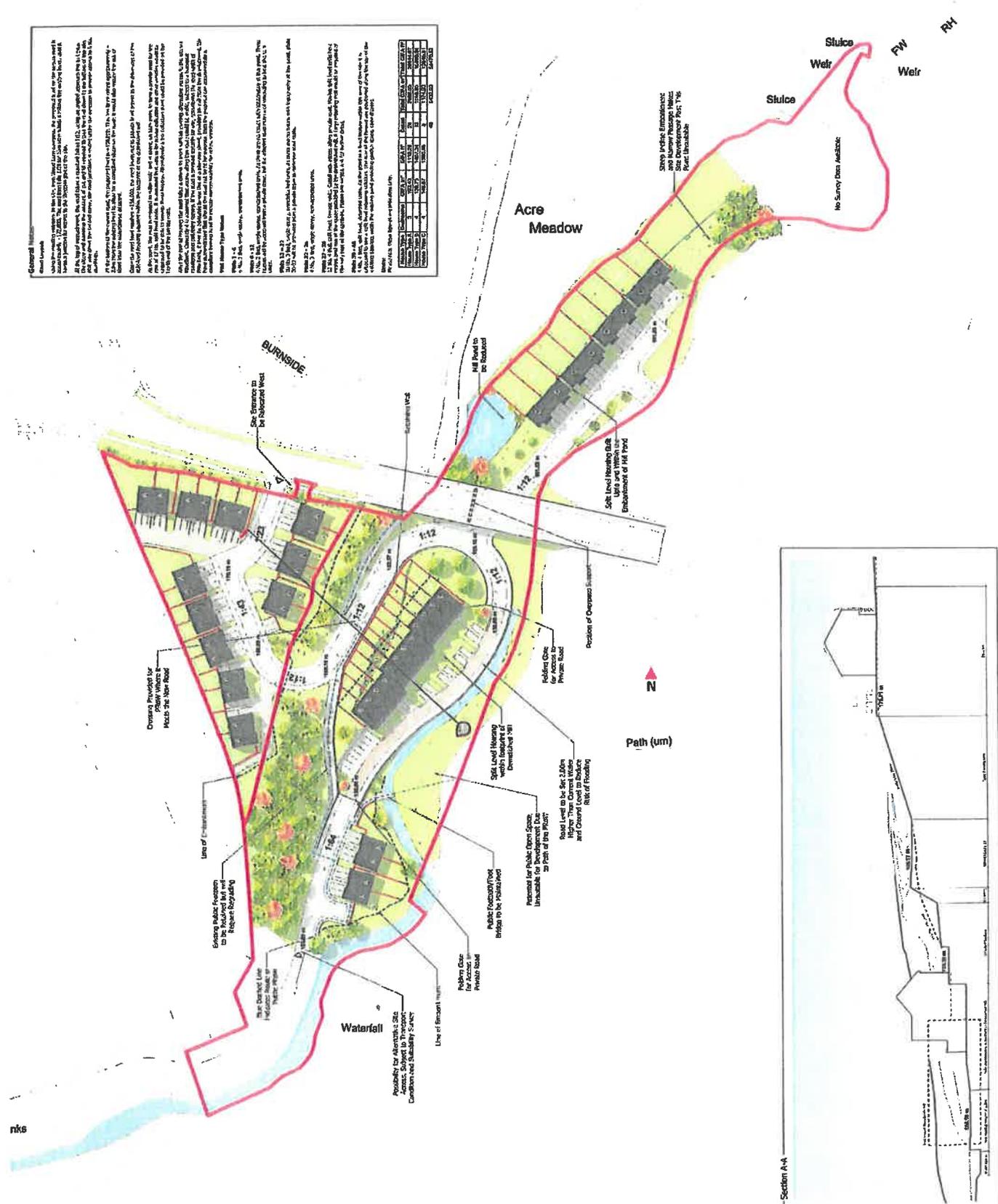
7. The contractor shall be responsible for maintaining the site in a safe and secure condition at all times.

8. The contractor shall be responsible for maintaining the site in a clean and sanitary condition at all times.

9. The contractor shall be responsible for maintaining the site in a safe and secure condition at all times.

10. The contractor shall be responsible for maintaining the site in a clean and sanitary condition at all times.

Item	Description	Quantity	Unit	Notes
1	Excavation	100	cu yd	
2	Backfill	100	cu yd	
3	Gravel	100	cu yd	
4	Asphalt	100	sq yd	
5	Concrete	100	cu yd	
6	Rebar	100	lb	
7	Formwork	100	sq ft	
8	Paint	100	gal	
9	Landscaping	100	sq ft	
10	Site Preparation	100	sq ft	





Appendix 3



**RUSSELL
HOMES**

PC/SAP

25th January 2008

Paul Nolan
Nolan Redshaw
Haweswater House
Waterfold Business Park
Bury
Greater Manchester
BL9 7BR



Dear Paul

Edenwood Mill, Rossendale

Further to our previous conversation, and as promised, I would like to continue our interest in the above site. Our architect is also an engineer who has the benefit of many years experience in the redevelopment of former and now redundant mills, within this area of Lancashire.

You will be aware that in October 2007, Russell Homes offered £600,000 for the above site, given our additional work and investigations, I am very pleased to report that this offer can now be increased to £750,000.00 subject to the following conditions:-

- Contract.
- Satisfactory and implementable detailed planning permission.
- Satisfactory ground conditions.

This equates to over £1,100,000.00 per acre at a site which presents a number of physical and technical constraints.

We have also previously expressed our interest in entering into a Joint Venture Agreement, I would wish to reiterate our interest if this is still agreeable with the vendor. Should the vendor accept our offer I am happy to propose a structure for the Joint Venture Partnership on terms that will hopefully be mutually beneficial.

I trust this clarifies this company's position, however should you have any queries please do not hesitate to contact me.

Kind regards,

Yours sincerely



Paul Coggins MSc MRICS
Senior Land Manager

Russell Homes (UK) Limited, 13 Westpoint Enterprise Park,
Clarence Avenue, Trafford Park, Manchester M17 1QS
Tel: 0161 868 4310 Fax: 0161 872 1685
www.russellhomes.co.uk
E-mail: info@russellhomes.co.uk
Company Reg. No. 5075645



Paul Nolan

From: Elliot McLoughlin [REDACTED]
Sent: 05 June 2018 08:24
To: Paul Nolan
Subject: Edenwood Lane (46units) & Other land opportunities

Morning Paul,

Thanks for your time to discuss the scheme at Edenwood Lane.

If you could send across the further information & also any details of site's you're dealing with.

On receipt I'll come back to you within 24hours to confirm if the site is of interest & if we'll be working up an offer.

Kind regards,
Elliot

Elliot McLoughlin
Managing Director

ELM Developments Group Ltd

760 Mandarin Court | Centre Park | Warrington | Cheshire | WA1 1GG

[REDACTED]
[REDACTED]
Web: www.elmdevelopmentsgroup.com



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Paul Nolan

From: Mike Stone [REDACTED]
Sent: 01 October 2018 18:23
To: Paul Nolan
Subject: RE: Edenwood Mill - Identification Plan

Paul,

Many thanks for this. I will review and revert back with any comments swiftly.

Would the landowners be OK with Bellway submitting a letter of support to reinforce the representations and

Obviously as a show of good faith and firm expression of Bellway's interest in the site?

This has worked successfully recently on sites that have now been allocated.

Regards,

Mike Stone
Strategic Land Director – Yorkshire, Manchester & North West

Bellway Homes Limited (Manchester)
304 Bridgewater Place
Birchwood
Warrington
Cheshire
WA3 6XG

www.bellway.co.uk

Bellway



Bellway is proud to be supporting Cancer Research UK as their charity of the year.

Privacy Notice

Click [here](#) to read our Privacy Notice. A copy can also be requested by sending an email to data.protection@bellway.co.uk.

From: Paul Nolan [mailto:[REDACTED]]
Sent: 01 October 2018 17:50
To: Mike Stone [REDACTED]
Subject: FW: Edenwood Mill - Identification Plan

This message originated outside of Bellway. Please exercise caution with attachments or hyperlinks.

Mike

We have asked Richard Gee to make a representation on the re-allocation of this site .
I thought I should let you see it in case you wanted to add any comments .

Paul Nolan

From: John Beardsell [REDACTED]
Sent: 01 April 2014 10:28
To: Paul Nolan
Subject: Edenwood Mill
Attachments: Edenwood 3D_Massing.pdf; Edenwood Sketch Plan_1.pdf

Paul,

As promised, please find attached architect's first stab at a scale and massing exercise. This is based on demolition of the brick parts of the building and retention of the old stone mill.

At this stage we have no idea whether this would be acceptable to the planners, or even commercially viable, but it provides a useful idea of unit numbers. In addition to the sketched housing the converted mill could probably accommodate 4-5 good size apartments.

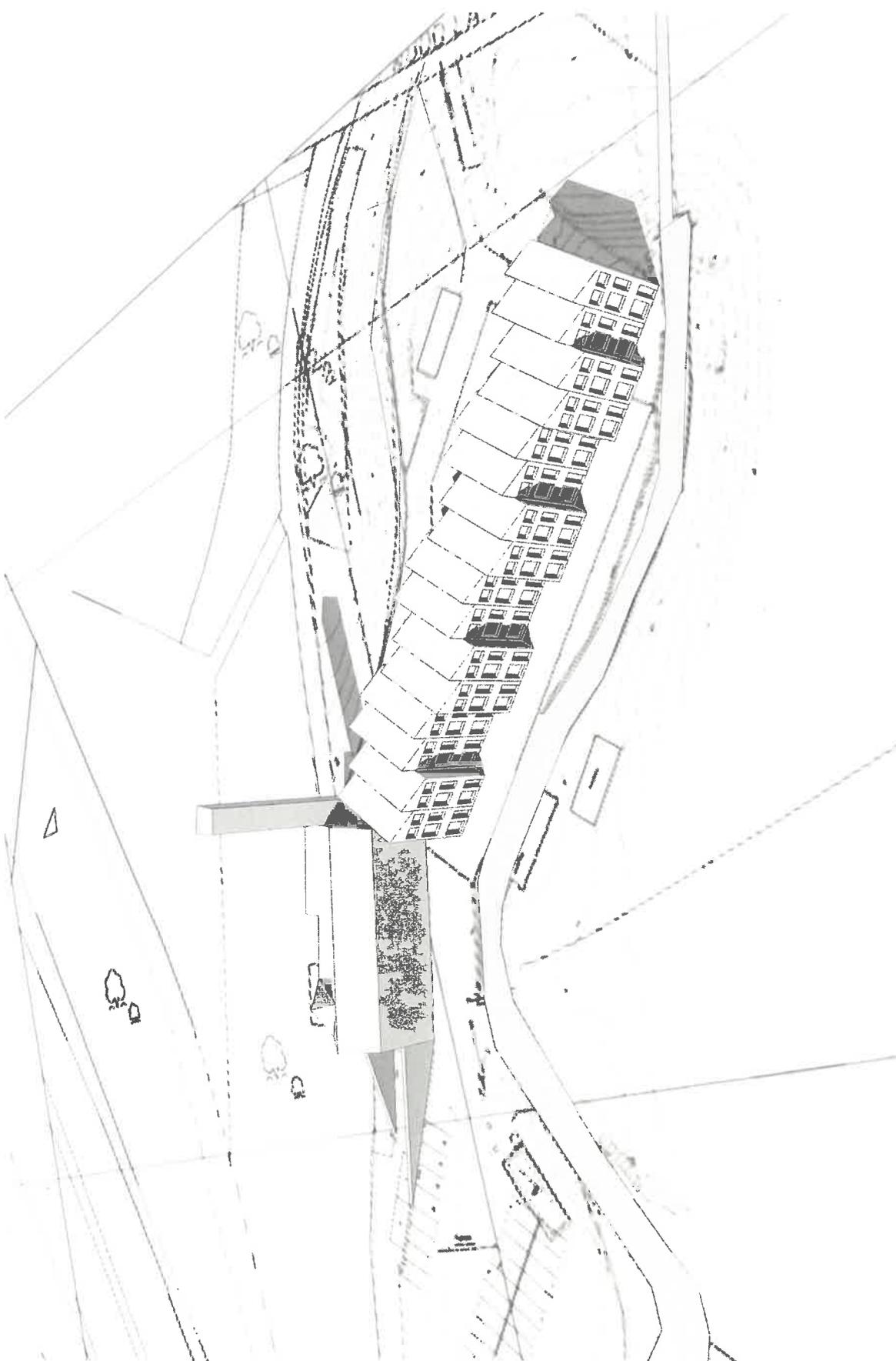
I would appreciate feedback as soon as you have it so that we can try and get this project underway.

Many thanks

John Beardsell
Development Manager

WCE Properties Ltd
Mynydd Awel
Mold Business Park
Maes Gwern
Mold
Flintshire
CH7 1XN

[REDACTED]
www.wceproperties.co.uk



RIBA 中

Atelier 2
Architects
www.a2architects.co.uk
mail@a2architects.co.uk
27 Duke Street Liverpool L1 3AD
T. +44 (0)151 708 0408

Edenwood Mill
16 Dwellings + Mill Conversion
Ramsbottom Lancashire





Appendix 4

- 3 Details of the proposed treatment of the site boundaries shall be submitted to, and approved in writing by, the Local Planning Authority before development commences. The approved boundary treatment shall be completed in accordance with the approved details before any of the apartments hereby approved are first occupied and shall thereafter be retained at all times.

Reason for this condition : In order to ensure the satisfactory appearance of the development and to safeguard the character and appearance of the Green Belt, in accordance with policies DC.1 and DC.4 of the Rossendale District Local Plan.

- 4 The apartments hereby approved shall not be occupied until the access road connecting Rosebank with the application site, and the passing places shown on approved drawing number 1768-031, have been surfaced, drained (and sealed if deemed appropriate) in accordance with details which shall be submitted to, and approved in writing by, the Local Planning Authority before development commences. The submitted details shall include for the provision of traffic calming measures on the access road and measures for lighting the road. The access lane and passing places shall be surfaced, drained (and sealed if deemed necessary), and the approved traffic calming and lighting measures implemented, in accordance with the approved details before the approved dwellings are first occupied and shall thereafter be retained at all times.

Reason for this condition : In the interests of amenity and highway safety, in accordance with policy DC.1 of the Rossendale District Local Plan.

- 5 Details of the proposed means of surfacing, draining (and sealing if deemed appropriate) of the car parking spaces and associated vehicular turning areas shall be submitted to, and approved in writing by, the Local Planning Authority before development commences. The car parking spaces and vehicular turning areas shall be surfaced, drained (and sealed if deemed appropriate) in accordance with the approved details, and laid out in the manner shown on approved drawing number 1768-032, before any of the approved apartments are first occupied. These areas shall thereafter be retained at all times solely for the parking and turning of vehicles in conjunction with those dwellings.

Reason for this condition : To ensure that adequate off-street parking and turning space is provided in conjunction with the dwellings and in the interests of amenity, in accordance with policies DC.1 of the Rossendale District Local Plan.

- 6 Details of the proposed cycle store shall be submitted to, and approved in writing by, the Local Planning Authority before development commences. The approved store shall be completed, in accordance with the approved details, before any of the apartments hereby approved are first occupied and shall thereafter be retained at all times solely for the storage of cycles in conjunction with the development.

Reason for this condition : In the interests of securing sustainable development, in accordance with policy DC.1 of the Rossendale District Local Plan.

- 7 The site shall be landscaped in accordance with details which shall be submitted to, and approved in writing by, the Local Planning Authority before development commences. The submitted details shall include the location of all existing trees and hedgerows on the site and shall specify those that are to be retained and those that are to be removed.

Reason for this condition : In the interests of visual amenity, in accordance with policies DC.1 and E.4 of the Rossendale District Local Plan.

- 8 All planting, seeding or turfing comprised in the approved details of landscaping shall be carried out in the first planting and seeding season following the occupation of the buildings or the completion of the development, whichever is the sooner; and any trees or plants which within a period of five years from the completion of the development die, are removed or become seriously damaged or diseased shall be replaced in the next planting season with others of similar size and species, unless the Local Planning Authority gives written consent to any variation.

Reason for this condition : In the interests of visual amenity, in accordance with policies DC.1 and E.4 of the Rossendale District Local Plan.

- 9 No tree on or adjacent to the site shall be lopped, topped or felled without the prior written approval of the Local Planning Authority.

Reason for this condition : In the interests of visual amenity, in accordance with policies DC.1 and E.4 of the Rossendale District Local Plan.

- 10 Before any equipment, machinery or materials are brought onto the site, fencing to protect the safeguarded trees within or on the boundaries of the site shall be erected in accordance with a detailed scheme for that purpose which shall be first submitted to and approved in writing by the Local Planning Authority. The scheme shall be drawn up in compliance with the relevant provisions of BS 5837 (1991). The said fencing shall be maintained until all the equipment, machinery and surplus materials have been removed from the site. Nothing shall be stored or placed in any area fenced in accordance with this condition, and the ground levels within those areas shall not be altered, nor shall any excavation be made, without the prior written consent of the Local Planning Authority.

Reason for this condition : To ensure adequate protection to prevent harm to trees which make a valuable contribution to the amenity of the area, in accordance with policies DC.1 and E.4 of the Rossendale District Local Plan.

- 11 Prior to the development commencing:-
- a) a contaminated land Phase One report to assess the actual/potential contamination risks at the site shall be submitted to, and approved in writing by, the Local Planning Authority (LPA),
 - b) Should the Phase One report recommend that a Phase Two investigation is required, a Phase Two investigation shall be carried out and the results submitted to, and approved in writing by, the Local Planning Authority
 - c) Should the Phase Two Investigations Indicate that remediation is necessary then a Remediation Statement shall be submitted to, and approved in writing by, the Local Planning Authority. The remedial scheme in the approved Remediation Statement shall then be carried out.
- Should remediation be required, a Site Completion Report detailing the conclusions and actions taken at each stage of the works, including validation works, shall be submitted to, and approved in writing by, the Local Planning Authority prior to the first use or occupation of any part of the development hereby approved.

Reason for this condition : To ensure the development is suitable for its end use and the wider environment in accordance with policy DC.1 of the Rossendale District Local Plan.

- 12 Notwithstanding the details given on the approved plans, and unless otherwise agreed in writing by the Local Planning Authority, no dwellings shall be formed at ground floor level within the building.

Reason for this condition : To minimise the risk of flooding to future occupiers of the apartments, in accordance with policy DC.1 of the Rossendale District Local Plan and the requirements of PPG25.

- 13 Construction works associated with the development hereby approved shall not take place except between the hours of 7:00 am and 7:00 pm Monday to Friday and 8:00 am and 1:00 pm on Saturdays. No construction works shall take place on Sundays, Good Friday, Christmas Day or Bank Holidays.

Reason for this condition : To safeguard the amenities of nearby residential properties in accordance with policy DC.1 of the Rossendale District Local Plan.

Summary of Reasons for Approval

- 1 It is considered that the development satisfies the requirements of policies DS.1, DS.3, DC.1, DC.3, DC.4, T.4, E.4 and E.7 of the Rossendale District Local Plan. The proposal to convert, alter and extend this building to form apartments is considered to be in line with Green belt policy. It is considered that the proposed conversion, alteration and extension works will retain the character of the building and that the converted building will appear in keeping with, and relate in a satisfactory manner to, its surroundings. It is contended that the proposal will not give rise to any undue highway safety problems. Finally, conditions are imposed designed to ensure the provision of adequate public open space in conjunction with the development, the retention of trees and to minimise flood risk.

Summary of the policies and proposals in the Development Plan(s) which are relevant to the decision

Local Plan

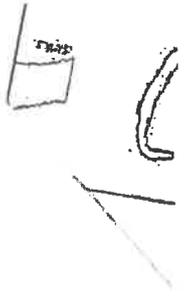
DC1 Development Criteria

Note:

Data:

Development Control
One Stop Shop
Town Centre Offices
Lord Street, Rawtenstall
Rossendale BB4 7LZ

Brian Sheasby
Team Manager - Development Control



Notes

N.B. This permission refers only to that required under the Town and Country Planning Act 1990 and does not include any consent or approval under any other enactment, byelaw, order, regulation or Act. This consent does not constitute Listed Building Consent.

A) Appeals to the Secretary of State

If the applicant is aggrieved by the decision of the Local Planning Authority to refuse permission or approval for the proposed development, or to grant permission or approval subject to conditions, he or she may appeal to the Secretary of State in accordance with sections 78 and 79 of the Town and Country Planning Act 1990 within six months of the date of this notice. (Appeals must be made on a form which is obtainable from The Planning Inspectorate, Customer Support Unit, Temple Quay House, 2 The Square, Temple Quay, Bristol BS1 6PN or from the web site www.planning-inspectorate.gov.uk). ~~The Secretary of State has the power to~~ allow a longer period for the giving of a notice of appeal but he will not normally be prepared to exercise this power unless there are special circumstances which excuse the delay in giving notice of appeal. The Secretary of State is not required to entertain an appeal if it appears to him that permission for the proposed development could not have been so granted otherwise than subject to the conditions imposed by the Council. Appeals that are pursued unreasonably may be the subject of an award of costs in accordance with the provision of Circular 8/93.

B) Purchase Notices

If either the Local Planning Authority or the Secretary of State refuses permission to develop land or grants it subject to conditions, the owner may claim that he can neither put the land to a reasonably beneficial use in its existing state nor can he render the land capable of a reasonably beneficial use by the carrying out of any development which has been or would be permitted. In these circumstances, the owner may serve a purchase notice on the Council in whose area the land is situated. This notice will require the Council to purchase his interest in the land in accordance with the provisions of Part VI of the Town and Country Planning Act 1990.

H.M. LAND REGISTRY

TITLE NUMBER
LA 456425

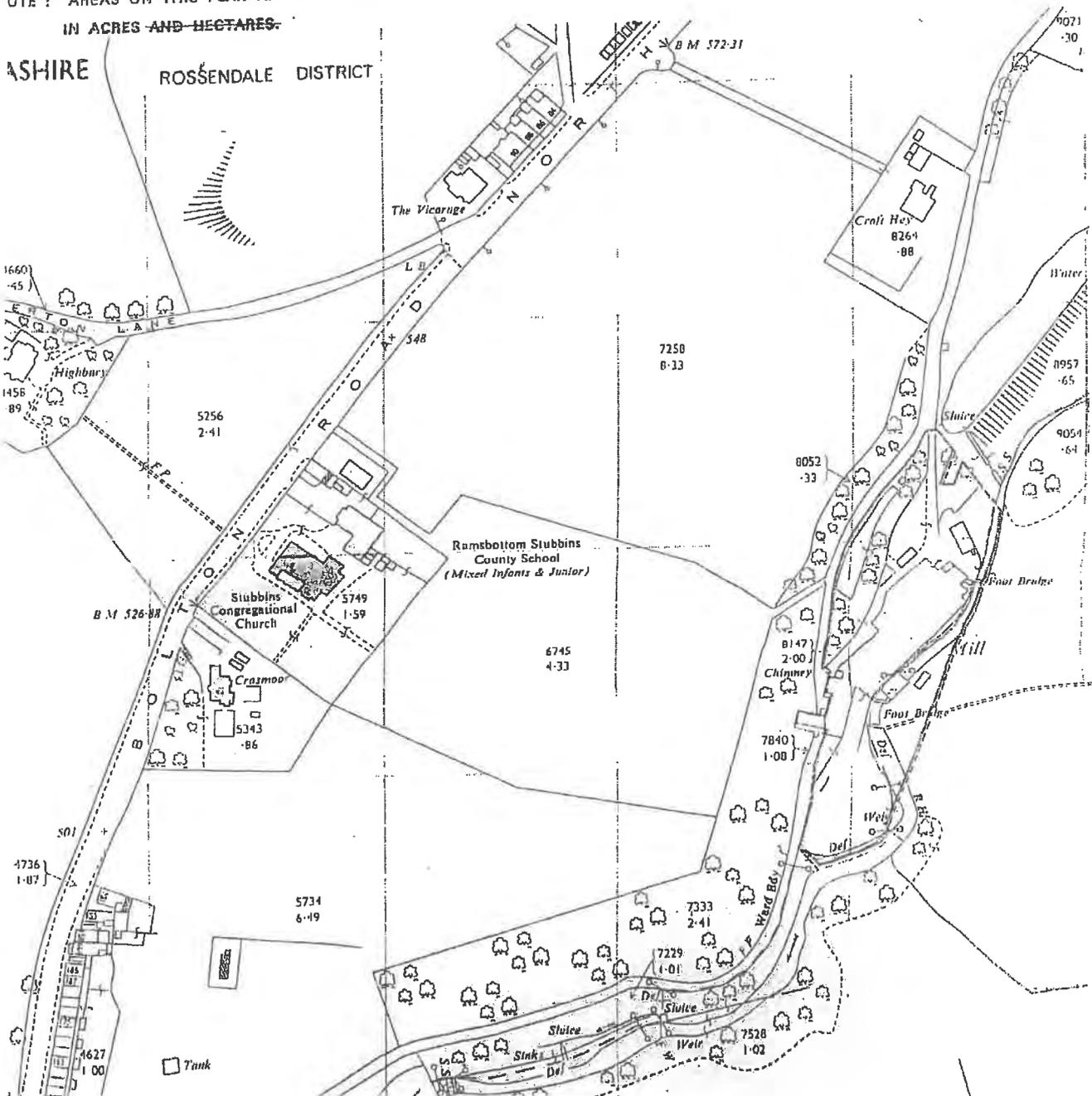
DATE SURVEYED REFERENCE	COUNTY	SHEET	NATIONAL GRID	SECTION
			SD 7918	

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NOTE: AREAS ON THIS PLAN ARE EXPRESSED
IN ACRES AND HECTARES.

WILTSHIRE

ROSSENDALE DISTRICT





Appendix 5



Development Appraisals

On Premises at

Edenwood Mill

Edenfield

Rossendale

Lancashire

Nolan Redshaw Chartered Surveyors

NOLAN REDSHAW – DEVELOPMENT APPRAISAL

RESIDENTIAL DEVELOPMENT APPRAISAL – LAND and Premises at Edenwood

APPRAISAL EXPLANATORY NOTES

1. **Timescale and Assumptions**

We have assumed that the development of the site would take place in one phase, as we believe this is realistic and reflects current market conditions. The initial appraisal is on the basis that the mill apartments will be constructed as a single phase at it would not be possible to sell units and have them complete and occupied whilst work was underway elsewhere in the building .The other three development scenarios are also assumed to be deliverable as single phases .

2. **Land Value**

We have assumed a land value of £550,000 per acre for the whole 2.17 acres for scheme 1 and for scheme 2 the acreage increases to 4.99 acres .For scheme 3 and 4 we have used the same land value but the larger approximate net acreage of 7.78 acres .

3. **Finance**

We have assumed that the developer would borrow at 6%. We have researched this figure by speaking to clients and house builders, who have informed us that they are currently borrowing at approximately 6% above the Bank of England base rate. We have assumed that these figures include arrangement and monitoring fees .

4. **Build Costs**

We have spoken to a number of developers who are experienced in the refurbishment of mills in the North West of England .Most of this activity has been centred around City Centre Manchester and the refurbishment of former cotton mills and multi-storey brick built warehouse buildings .The figures have been suggested by Bridge Properties Ltd and Henry Boot Developments to be in the region of £180 per sq ft .This is in excess of new build values but mill refurbishments are notoriously difficult to budget the cost of and the mill would require a new steel frame to be installed internally to support the new mansard style roof and replace the existing floors which are damaged beyond repair .In essence the assumed scheme would be building a new structure within the envelope of the existing mill.

New build, private sector costs of residential construction has been assumed at £120.00 per sq.ft. We have attained this figure from our experience and from discussing the figures with national house builders. We feel that these figures are robust and give a good general guide under current market conditions.

5. Sale Price

For sale prices, we have used our market knowledge and data from Nethouseprices.com and www.rightmove.co.uk We have also considered houses for sale on Primelocation and we have looked at the apartments sold at Aldenbrook in Helmshore and The Loom at Holcombe Road Helmshore as we regard these as relatively comparable apartment schemes . We have assumed a sales price of £300,000 per apartment ;£335,000 for the semi -detached housing ;£375,000 for the mews/townhouses and £380,000 for the one detached unit.

6. VAT

VAT has been set at 20%, with the recovery cycle monthly. This is standard practice for other developers who we have worked with.

7. Affordable Housing

We are aware of the requirement for Affordable Housing and the Council interim Affordable Housing Statement but we believe that in order to give full and due consideration to this matter we will need a much more detailed scheme and the involvement of a Chartered Quantity Surveyor .We have run these indicative appraisals with no affordable housing and in essence what we are saying is that the Affordability considerations can only be dealt with once an actual planning application has been made and much more information is available.

8. Contingency

Contingency is set at 10% in all scenarios. The first three scenarios include retaining the mill and past experience has shown that contingencies are always needed with this kind of part refurbishment /part new build scheme .The element of site remediation that could be required is also unknown as there are no Soil Studies in existence which would enable an informed judgement to be made .Our considered view is therefore that the contingency can be substantiated .These costings are purely estimates at the current time and the true scale of the work needed will not be known until further targeted investigations are carried out. Therefore, at this stage, a contingency figure of 10% in each phase is necessary.

9. Other Construction/Figures

We have been provided with estimated viability figures for this section from consultants and these are reflected in the other construction figures. The road costs at £100,000 reflect the assumed cost of the overhaul of the existing lane to the mill and a notional £10,000 cost of demolition if the mill is demolished .This is on the basis that there would be some credits for any steel remaining on site and that the majority of the hardcore would be crushed and re-used on site as clean fill and as a net benefit to the scheme.

10. Professional Fees

The professional fees are accepted industry norms as we have assumed that any application would be outline in nature .

11. Disposal Fees

The costs here include the cost of advertising, sales brochures and sales office, together with sales advisor's salaries, estate agent's fees and legal fees. We have applied a figure of 2.5% of the gross house sales, which we think is reasonable for a development of this size.

12. Section 106 Agreement etc

We have excluded any potential S106 costs or and S278 off site highways costs or infrastructure works via Lancashire Council. We have also excluded any Educational Contribution costs at this stage.

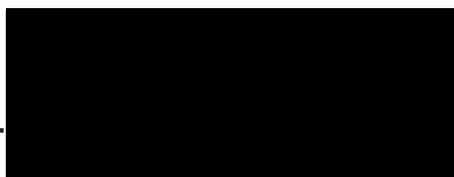
We have also excluded any exceptional costs for adherence to the Code for Sustainable Homes and any costs associated with power generation.

13. Profit

As can be seen from the Appraisals, the schemes vary in profitability and we have looked to assess what level of Developers profit would be generated by each scheme .The largest element of risk attached to the development schemes would be dealing with the mill and hence any development incorporating the mill structure would need to produce a profit in excess of 20% of Gross Development Value .The levels of profit /loss are shown in the appraisals .

April 2020

Signed.....



Paul.Nolan Bsc(hons) FRICS

For and on behalf of Nolan Redshaw Limited

Haweswater House

Waterfold Business Park

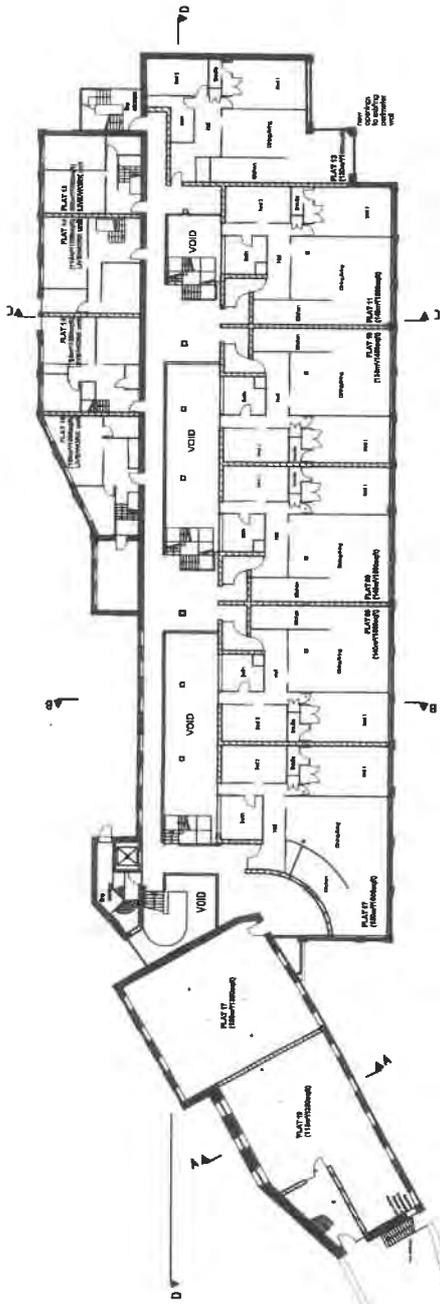
Bury

Gtr Manchester

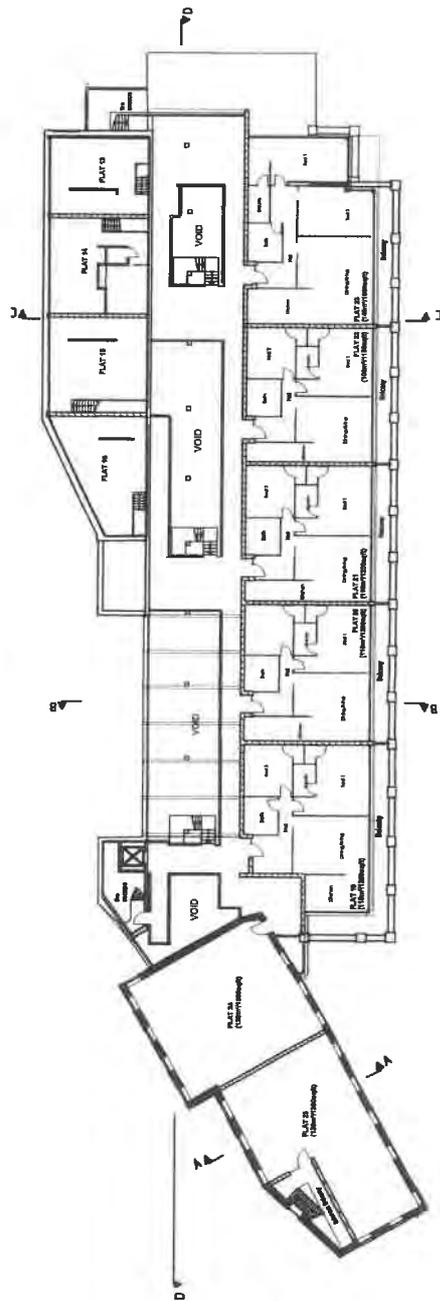
BL9 7BR

Edenwood Mill Residual 1

Development Appraisal
Nolan Redshaw Ltd
24 March 2020



FIRST FLOOR

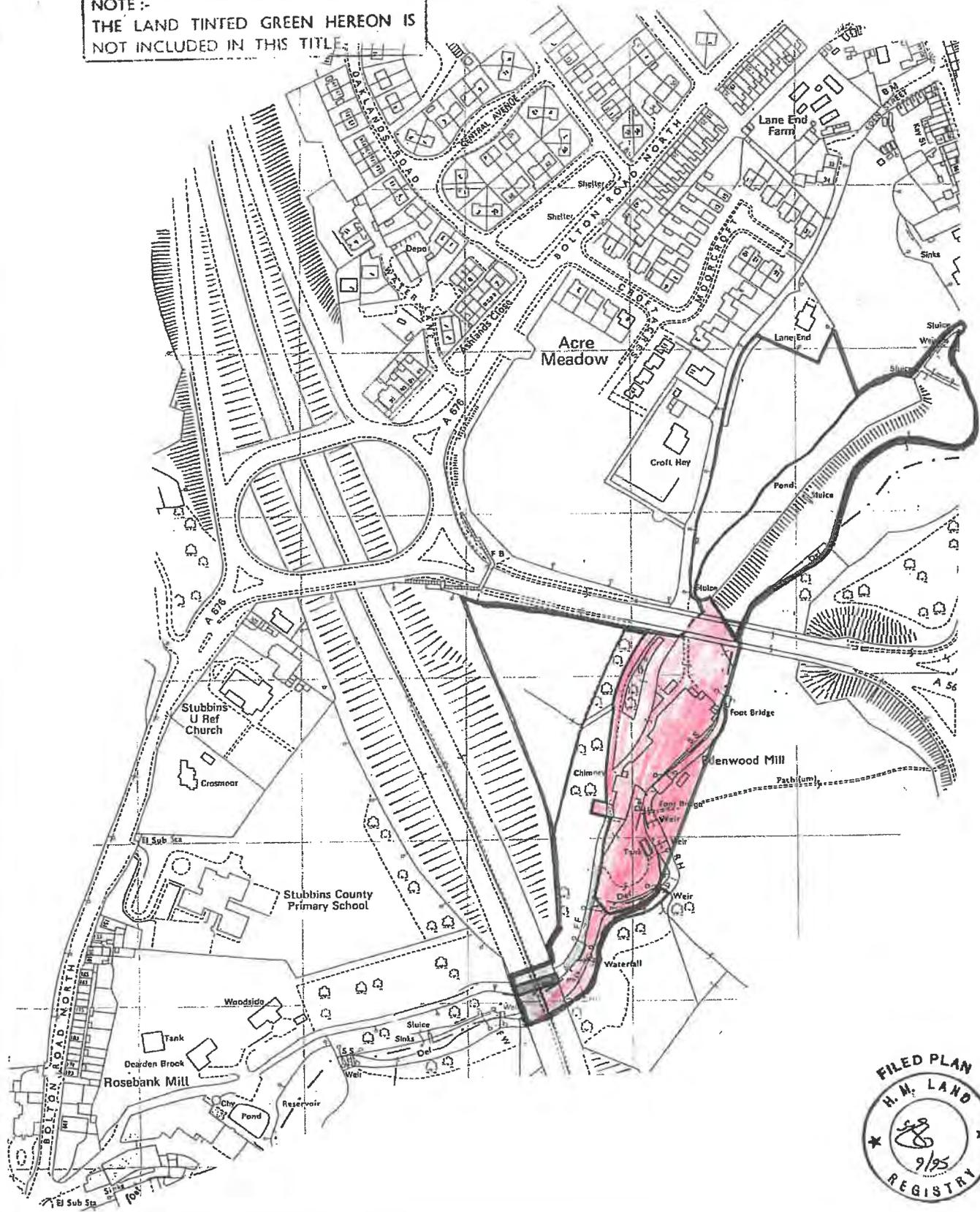


SECOND FLOOR (NEW)

15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100	
Project	EDENWOOD
Client	TURNBULL & STODOLSKA LTD.
Location	FIRST & SECOND FLOOR
Date	1999-04-1
Drawn	FORBES 2003
Number	1724-023
Revision	-
All dimensions are in millimeters unless otherwise stated. All dimensions are to the center of the wall unless otherwise stated. All dimensions are to the center of the wall unless otherwise stated. All dimensions are to the center of the wall unless otherwise stated.	

H.M. LAND REGISTRY		TITLE NUMBER		
				
ORDNANCE SURVEY PLAN REFERENCE	SD7918	Scale 1/2500		
COUNTY	LANCASHIRE	ROSSENDALE DISTRICT	© Crown Copyright	

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APPRAISAL SUMMARY**NOLAN REDSHAW LTD****Edenwood Mill Residual 1****Appraisal Summary for Phase 1**

Currency in £

REVENUE

Sales Valuation	Units	ft²	Sales Rate ft²	Unit Price	Gross Sales
Apartment 1	1	1,077	278.55	300,000	300,000
Apartment 2	1	1,077	278.55	300,000	300,000
Apartment 3	1	1,077	278.55	300,000	300,000
Apartment 4	1	1,077	278.55	300,000	300,000
Apartment 5	1	1,077	278.55	300,000	300,000
Apartment 6	1	1,077	278.55	300,000	300,000
Apartment 7	1	1,077	278.55	300,000	300,000
Apartment 8	1	1,077	278.55	300,000	300,000
Apartment 9	1	1,077	278.55	300,000	300,000
Apartment 10	1	1,077	278.55	300,000	300,000
Apartment 11	1	1,077	278.55	300,000	300,000
Apartment 12	1	1,077	278.55	300,000	300,000
Apartment 13	1	1,077	278.55	300,000	300,000
Apartment 14	1	1,077	278.55	300,000	300,000
Apartment 15	1	1,077	278.55	300,000	300,000
Apartment 16	1	1,077	278.55	300,000	300,000
Apartment 17	1	1,077	278.55	300,000	300,000
Apartment 18	1	1,077	278.55	300,000	300,000
Apartment 19	1	1,077	278.55	300,000	300,000
Totals	19	20,463			5,700,000

Sales Agent Fee

1.50% (85,500)

Sales Legal Fee

1.00% (57,000)

(142,500)

NET REALISATION**5,557,500****OUTLAY****ACQUISITION COSTS**

Fixed Price

1,193,500

Fixed Price (2.17 Acres @ 550,000.00 /Acre)

1,193,500

1,193,500

Town Planning

5,000

Bat Survey

900

Tree Survey

2,000

7,900

Other Acquisition

Highway Advice

3,000

3,000

CONSTRUCTION COSTS**Construction**

Apartment 1

ft² Build Rate ft²

1,077

180.00

Cost

193,860

Apartment 2

1,077

180.00

193,860

Apartment 3

1,077

180.00

193,860

Apartment 4

1,077

180.00

193,860

Apartment 5

1,077

180.00

193,860

Apartment 6

1,077

180.00

193,860

Apartment 7

1,077

180.00

193,860

APPRAISAL SUMMARY**NOLAN REDSHAW LTD****Edenwood Mill Residual 1**

Apartment 8	1,077	180.00	193,860	
Apartment 9	1,077	180.00	193,860	
Apartment 10	1,077	180.00	193,860	
Apartment 11	1,077	180.00	193,860	
Apartment 12	1,077	180.00	193,860	
Apartment 13	1,077	180.00	193,860	
Apartment 14	1,077	180.00	193,860	
Apartment 15	1,077	180.00	193,860	
Apartment 16	1,077	180.00	193,860	
Apartment 17	1,077	180.00	193,860	
Apartment 18	1,077	180.00	193,860	
Apartment 19	1,077	180.00	193,860	
Totals	20,463 ft²		3,683,340	
Contingency		10.00%	368,334	
Road/Site Works			100,000	
Statutory/LA			10,000	
				4,161,674

Other Construction

Ground Floor / Parking			1,692,130	1,692,130
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PROFESSIONAL FEES

Architect		3.00%	161,264	
Quantity Surveyor		1.00%	53,755	
Structural Engineer		0.50%	26,877	
Mech./Elec.Engineer		0.50%	26,877	
Project Manager		1.00%	53,755	
C.D. Manager		0.50%	26,877	
				349,406

MARKETING & LETTING

Marketing			10,000	10,000
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FINANCE

Debit Rate 6.000%, Credit Rate 0.000% (Nominal)				
Land			54,716	
Construction			83,489	
Other			257,989	
Total Finance Cost				396,194

TOTAL COSTS**7,813,804****PROFIT****(2,256,304)****Performance Measures**

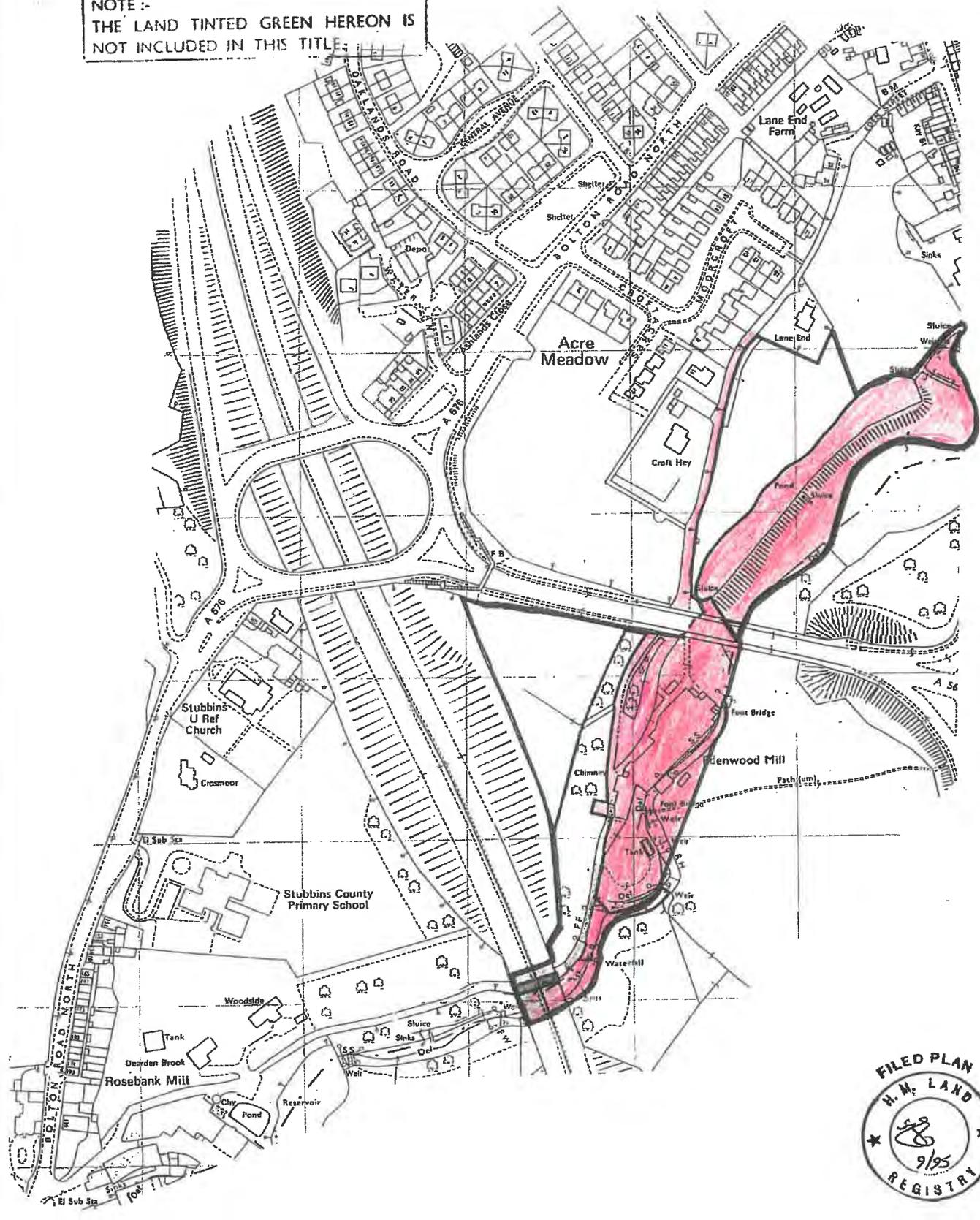
Profit on Cost%	-28.88%
Profit on GDV%	-39.58%
Profit on NDV%	-39.58%
IRR% (without Interest)	-27.21%
Profit Erosion (finance rate 6.000)	N/A

Edenwood Mill Residual 2.

Development Appraisal
Nolan Redshaw Ltd
24 March 2020

H.M. LAND REGISTRY		TITLE NUMBER	
ORDNANCE SURVEY PLAN REFERENCE	SD7918	Scale 1/2500	
COUNTY	LANCASHIRE	ROSSENDALE DISTRICT	© Crown Copyright

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APPRAISAL SUMMARY**NOLAN REDSHAW LTD****Edenwood Mill Residual 2.****Appraisal Summary for Phase 1**

Currency in £

REVENUE

Sales Valuation	Units	ft²	Sales Rate ft²	Unit Price	Gross Sales
Apartment 1	1	1,077	278.55	300,000	300,000
Apartment 2	1	1,077	278.55	300,000	300,000
Apartment 3	1	1,077	278.55	300,000	300,000
Apartment 4	1	1,077	278.55	300,000	300,000
Apartment 5	1	1,077	278.55	300,000	300,000
Apartment 6	1	1,077	278.55	300,000	300,000
Apartment 7	1	1,077	278.55	300,000	300,000
Apartment 8	1	1,077	278.55	300,000	300,000
Apartment 9	1	1,077	278.55	300,000	300,000
Apartment 10	1	1,077	278.55	300,000	300,000
Apartment 11	1	1,077	278.55	300,000	300,000
Apartment 12	1	1,077	278.55	300,000	300,000
Apartment 13	1	1,077	278.55	300,000	300,000
Apartment 14	1	1,077	278.55	300,000	300,000
Apartment 15	1	1,077	278.55	300,000	300,000
Apartment 16	1	1,077	278.55	300,000	300,000
Apartment 17	1	1,077	278.55	300,000	300,000
Apartment 18	1	1,077	278.55	300,000	300,000
Apartment 19	1	1,077	278.55	300,000	300,000
Semi Detached 1	1	1,500	223.33	335,000	335,000
Semi Detached 2	1	1,500	223.33	335,000	335,000
Semi Detached 3	1	1,500	223.33	335,000	335,000
Semi Detached 4	1	1,500	223.33	335,000	335,000
Semi Detached 5	1	1,500	223.33	335,000	335,000
Semi Detached 6	1	1,500	223.33	335,000	335,000
Semi Detached 7	1	1,500	223.33	335,000	335,000
Semi Detached 8	1	1,500	223.33	335,000	335,000
Semi Detached 9	1	1,500	223.33	335,000	335,000
Semi Detached 10	1	1,500	223.33	335,000	335,000
Semi Detached 11	1	1,500	223.33	335,000	335,000
Semi Detached 12	1	1,500	223.33	335,000	335,000
Semi Detached 13	1	1,500	223.33	335,000	335,000
Semi Detached 14	1	1,500	223.33	335,000	335,000
Totals	33	41,463			10,390,000

Sales Agent Fee

1.50%

(155,850)

Sales Legal Fee

1.00%

(103,900)

(259,750)

NET REALISATION**10,130,250****OUTLAY****ACQUISITION COSTS**

Fixed Price

2,744,500

Fixed Price (4.99 Acres @ 550,000.00 /Acre)

2,744,500

2,744,500

Town Planning

9,286

Bat Survey

900

Tree Survey

2,000

12,186

APPRAISAL SUMMARY**NOLAN REDSHAW LTD****Edenwood Mill Residual 2.****Other Acquisition**

Highways Advice	5,000	
Ecology Advice	5,000	
		10,000

CONSTRUCTION COSTS

Construction	ft²	Build Rate ft²	Cost
Apartment 1	1,077	180.00	193,860
Apartment 2	1,077	180.00	193,860
Apartment 3	1,077	180.00	193,860
Apartment 4	1,077	180.00	193,860
Apartment 5	1,077	180.00	193,860
Apartment 6	1,077	180.00	193,860
Apartment 7	1,077	180.00	193,860
Apartment 8	1,077	180.00	193,860
Apartment 9	1,077	180.00	193,860
Apartment 10	1,077	180.00	193,860
Apartment 11	1,077	180.00	193,860
Apartment 12	1,077	180.00	193,860
Apartment 13	1,077	180.00	193,860
Apartment 14	1,077	180.00	193,860
Apartment 15	1,077	180.00	193,860
Apartment 16	1,077	180.00	193,860
Apartment 17	1,077	180.00	193,860
Apartment 18	1,077	180.00	193,860
Apartment 19	1,077	180.00	193,860
Semi Detached 1	1,500	120.00	180,000
Semi Detached 2	1,500	120.00	180,000
Semi Detached 3	1,500	120.00	180,000
Semi Detached 4	1,500	120.00	180,000
Semi Detached 5	1,500	120.00	180,000
Semi Detached 6	1,500	120.00	180,000
Semi Detached 7	1,500	120.00	180,000
Semi Detached 8	1,500	120.00	180,000
Semi Detached 9	1,500	120.00	180,000
Semi Detached 10	1,500	120.00	180,000
Semi Detached 11	1,500	120.00	180,000
Semi Detached 12	1,500	120.00	180,000
Semi Detached 13	1,500	120.00	180,000
Semi Detached 14	1,500	120.00	180,000
Totals	41,463 ft²		6,203,340
Contingency		10.00%	620,334
Road/Site Works			100,000
Statutory/LA			10,000
			6,933,674

Other Construction

Ground Floor / Parking	1,692,130	
		1,692,130

PROFESSIONAL FEES

Architect	3.00%	236,864
Quantity Surveyor	1.00%	78,955
Structural Engineer	0.50%	39,477
Mech./Elec.Engineer	0.50%	39,477
Project Manager	1.00%	78,955
C.D. Manager	0.50%	39,477
		513,206

APPRAISAL SUMMARY**NOLAN REDSHAW LTD****Edenwood Mill Residual 2.****MARKETING & LETTING**

Marketing	10,000	10,000
-----------	--------	--------

FINANCE

Debit Rate 6.000%, Credit Rate 0.000% (Nominal)

Land	125,963	
Construction	121,588	
Other	416,182	
Total Finance Cost		663,733

TOTAL COSTS**12,579,428****PROFIT****(2,449,178)****Performance Measures**

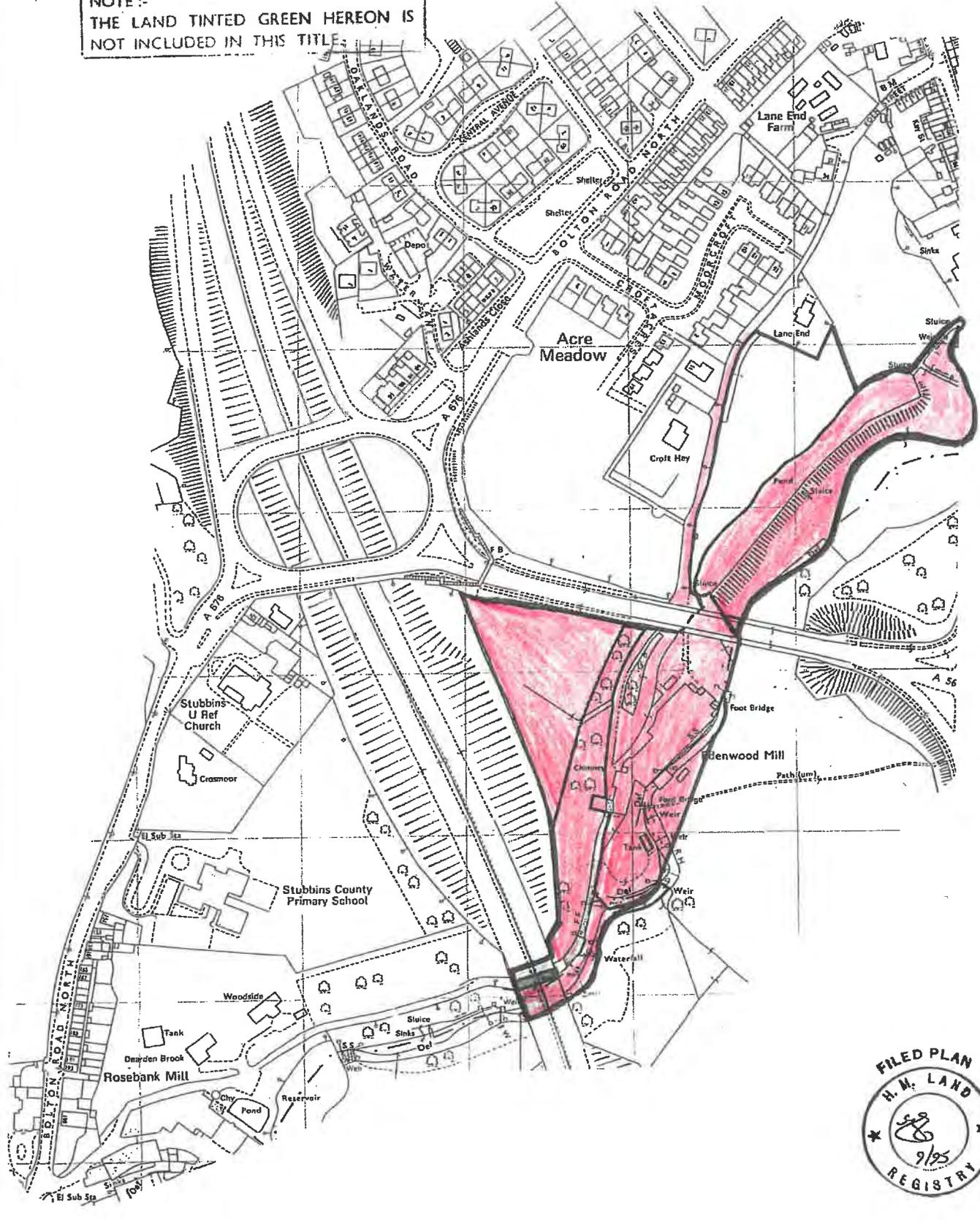
Profit on Cost%	-19.47%
Profit on GDV%	-23.57%
Profit on NDV%	-23.57%
IRR% (without Interest)	-15.51%
Profit Erosion (finance rate 6.000)	N/A

Edenwood Mill Residual 3.

Development Appraisal
Nolan Redshaw Ltd
24 March 2020

H.M. LAND REGISTRY		TITLE NUMBER 	
ORDNANCE SURVEY PLAN REFERENCE	SD7918	Scale 1/2500	
COUNTY	LANCASHIRE	ROSSENDALE DISTRICT	

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Edenwood Mill Residual 3.

Appraisal Summary for Phase 1

Currency in £

REVENUE

Sales Valuation	Units	ft²	Sales Rate ft²	Unit Price	Gross Sales
Apartment 1	1	1,077	278.55	300,000	300,000
Apartment 2	1	1,077	278.55	300,000	300,000
Apartment 3	1	1,077	278.55	300,000	300,000
Apartment 4	1	1,077	278.55	300,000	300,000
Apartment 5	1	1,077	278.55	300,000	300,000
Apartment 6	1	1,077	278.55	300,000	300,000
Apartment 7	1	1,077	278.55	300,000	300,000
Apartment 8	1	1,077	278.55	300,000	300,000
Apartment 9	1	1,077	278.55	300,000	300,000
Apartment 10	1	1,077	278.55	300,000	300,000
Apartment 11	1	1,077	278.55	300,000	300,000
Apartment 12	1	1,077	278.55	300,000	300,000
Apartment 13	1	1,077	278.55	300,000	300,000
Apartment 14	1	1,077	278.55	300,000	300,000
Apartment 15	1	1,077	278.55	300,000	300,000
Apartment 16	1	1,077	278.55	300,000	300,000
Apartment 17	1	1,077	278.55	300,000	300,000
Apartment 18	1	1,077	278.55	300,000	300,000
Apartment 19	1	1,077	278.55	300,000	300,000
Semi Detached 1 Lodge	1	1,500	223.33	335,000	335,000
Semi Detached 2 Lodge	1	1,500	223.33	335,000	335,000
Semi Detached 3 Lodge	1	1,500	223.33	335,000	335,000
Semi Detached 4 Lodge	1	1,500	223.33	335,000	335,000
Semi Detached 5 Lodge	1	1,500	223.33	335,000	335,000
Semi Detached 6 Lodge	1	1,500	223.33	335,000	335,000
Semi Detached 7 Lodge	1	1,500	223.33	335,000	335,000
Semi Detached 8 Lodge	1	1,500	223.33	335,000	335,000
Semi Detached 9 Lodge	1	1,113	300.99	335,000	335,000
Semi Detached 10 Lodge	1	1,113	300.99	335,000	335,000
Semi Detached 11 Lodge	1	1,113	300.99	335,000	335,000
Semi Detached 12 Lodge	1	1,113	300.99	335,000	335,000
Semi Detached 13 Lodge	1	1,113	300.99	335,000	335,000
Semi Detached 14 Lodge	1	1,113	300.99	335,000	335,000
Semi Detached 15 Moxon	1	1,113	300.99	335,000	335,000
Semi Detached 16 Moxon	1	1,113	300.99	335,000	335,000
Semi Detached 17 Moxon	1	1,113	300.99	335,000	335,000
Semi Detached 18 Moxon	1	1,113	300.99	335,000	335,000
Semi Detached 19 Moxon	1	1,113	300.99	335,000	335,000
Semi Detached 20 Moxon	1	1,113	300.99	335,000	335,000
Semi Detached 21 Moxon	1	1,113	300.99	335,000	335,000
Semi Detached 22 Moxon	1	1,113	300.99	335,000	335,000
Semi Detached 23 Moxon	1	1,113	300.99	335,000	335,000
Semi Detached 24 Moxon	1	1,113	300.99	335,000	335,000
Semi Detached 25 Moxon	1	1,113	300.99	335,000	335,000
Semi Detached 26 Moxon	1	1,113	300.99	335,000	335,000
Semi Detached 27 Moxon	1	1,113	300.99	335,000	335,000
Semi Detached 28 Moxon	1	1,113	300.99	335,000	335,000
Semi Detached 29 Moxon	1	1,113	300.99	335,000	335,000
Semi Detached 30 Moxon	1	1,113	300.99	335,000	335,000
Semi Detached 31 Moxon	1	1,113	300.99	335,000	335,000
Semi Detached 32 Moxon	1	1,113	300.99	335,000	335,000

APPRAISAL SUMMARY**NOLAN REDSHAW LTD****Edenwood Mill Residual 3.**

Semi Detached 33 Moxon	1	1,113	300.99	335,000	335,000
Semi Detached 34 Moxon	1	1,113	300.99	335,000	335,000
Townhouse 1	1	1,407	266.52	375,000	375,000
Townhouse 2	1	1,407	266.52	375,000	375,000
Townhouse 3	1	1,407	266.52	375,000	375,000
Townhouse 4	1	1,407	266.52	375,000	375,000
Townhouse 5	1	1,407	266.52	375,000	375,000
Townhouse 6	1	1,407	266.52	375,000	375,000
Detached 1	1	1,113	341.42	380,000	380,000
Totals	60	70,956			19,720,000

Sales Agent Fee	1.50%	(295,800)		
Sales Legal Fee	1.00%	(197,200)		
			(493,000)	

NET REALISATION **19,227,000****OUTLAY****ACQUISITION COSTS**

Fixed Price	4,279,000			
Fixed Price (7.78 Acres @ 550,000.00 /Acre)		4,279,000		4,279,000
Town Planning		14,500		
Bat Survey		900		
Tree Survey		2,000		
			17,400	

Other Acquisition

Highway Advice		5,000		
Ecology		5,000		
			10,000	

CONSTRUCTION COSTS

Construction	ft²	Build Rate ft²	Cost
Apartment 1	1,077	180.00	193,860
Apartment 2	1,077	180.00	193,860
Apartment 3	1,077	180.00	193,860
Apartment 4	1,077	180.00	193,860
Apartment 5	1,077	180.00	193,860
Apartment 6	1,077	180.00	193,860
Apartment 7	1,077	180.00	193,860
Apartment 8	1,077	180.00	193,860
Apartment 9	1,077	180.00	193,860
Apartment 10	1,077	180.00	193,860
Apartment 11	1,077	180.00	193,860
Apartment 12	1,077	180.00	193,860
Apartment 13	1,077	180.00	193,860
Apartment 14	1,077	180.00	193,860
Apartment 15	1,077	180.00	193,860
Apartment 16	1,077	180.00	193,860
Apartment 17	1,077	180.00	193,860
Apartment 18	1,077	180.00	193,860
Apartment 19	1,077	180.00	193,860
Semi Detached 1 Lodge	1,500	120.00	180,000
Semi Detached 2 Lodge	1,500	120.00	180,000
Semi Detached 3 Lodge	1,500	120.00	180,000
Semi Detached 4 Lodge	1,500	120.00	180,000

APPRAISAL SUMMARY**NOLAN REDSHAW LTD****Edenwood Mill Residual 3.**

Semi Detached 5 Lodge	1,500	120.00	180,000	
Semi Detached 6 Lodge	1,500	120.00	180,000	
Semi Detached 7 Lodge	1,500	120.00	180,000	
Semi Detached 8 Lodge	1,500	120.00	180,000	
Semi Detached 9 Lodge	1,113	120.00	133,560	
Semi Detached 10 Lodge	1,113	120.00	133,560	
Semi Detached 11 Lodge	1,113	120.00	133,560	
Semi Detached 12 Lodge	1,113	120.00	133,560	
Semi Detached 13 Lodge	1,113	120.00	133,560	
Semi Detached 14 Lodge	1,113	120.00	133,560	
Semi Detached 15 Moxon	1,113	120.00	133,560	
Semi Detached 16 Moxon	1,113	120.00	133,560	
Semi Detached 17 Moxon	1,113	120.00	133,560	
Semi Detached 18 Moxon	1,113	120.00	133,560	
Semi Detached 19 Moxon	1,113	120.00	133,560	
Semi Detached 20 Moxon	1,113	120.00	133,560	
Semi Detached 21 Moxon	1,113	120.00	133,560	
Semi Detached 22 Moxon	1,113	120.00	133,560	
Semi Detached 23 Moxon	1,113	120.00	133,560	
Semi Detached 24 Moxon	1,113	120.00	133,560	
Semi Detached 25 Moxon	1,113	120.00	133,560	
Semi Detached 26 Moxon	1,113	120.00	133,560	
Semi Detached 27 Moxon	1,113	120.00	133,560	
Semi Detached 28 Moxon	1,113	120.00	133,560	
Semi Detached 29 Moxon	1,113	120.00	133,560	
Semi Detached 30 Moxon	1,113	120.00	133,560	
Semi Detached 31 Moxon	1,113	120.00	133,560	
Semi Detached 32 Moxon	1,113	120.00	133,560	
Semi Detached 33 Moxon	1,113	120.00	133,560	
Semi Detached 34 Moxon	1,113	120.00	133,560	
Townhouse 1	1,407	120.00	168,840	
Townhouse 2	1,407	120.00	168,840	
Townhouse 3	1,407	120.00	168,840	
Townhouse 4	1,407	120.00	168,840	
Townhouse 5	1,407	120.00	168,840	
Townhouse 6	1,407	120.00	168,840	
Detached 1	1,113	120.00	133,560	
Totals	70,956 ft²		9,742,500	
Contingency		10.00%	974,250	
Road/Site Works			100,000	
Statutory/LA			10,000	
				10,826,750
Other Construction				
Ground Floor / Parking			1,692,130	
				1,692,130
PROFESSIONAL FEES				
Architect		3.00%	343,039	
Quantity Surveyor		1.00%	114,346	
Structural Engineer		0.50%	57,173	
Mech./Elec.Engineer		0.50%	57,173	
Project Manager		1.00%	114,346	
C.D. Manager		0.50%	57,173	
				743,251
MARKETING & LETTING				
Marketing			10,000	
				10,000
FINANCE				

Project: S:\A- Surveyors\Bowers\Harry Bowers\Development\Residuals\Lake View\Edenwood Mill - Residual 3..wcfx
 ARGUS Developer Version: 8.20.003 Date: 24/03/2020

APPRAISAL SUMMARY**NOLAN REDSHAW LTD****Edenwood Mill Residual 3.**

Debit Rate 6.000%, Credit Rate 0.000% (Nominal)

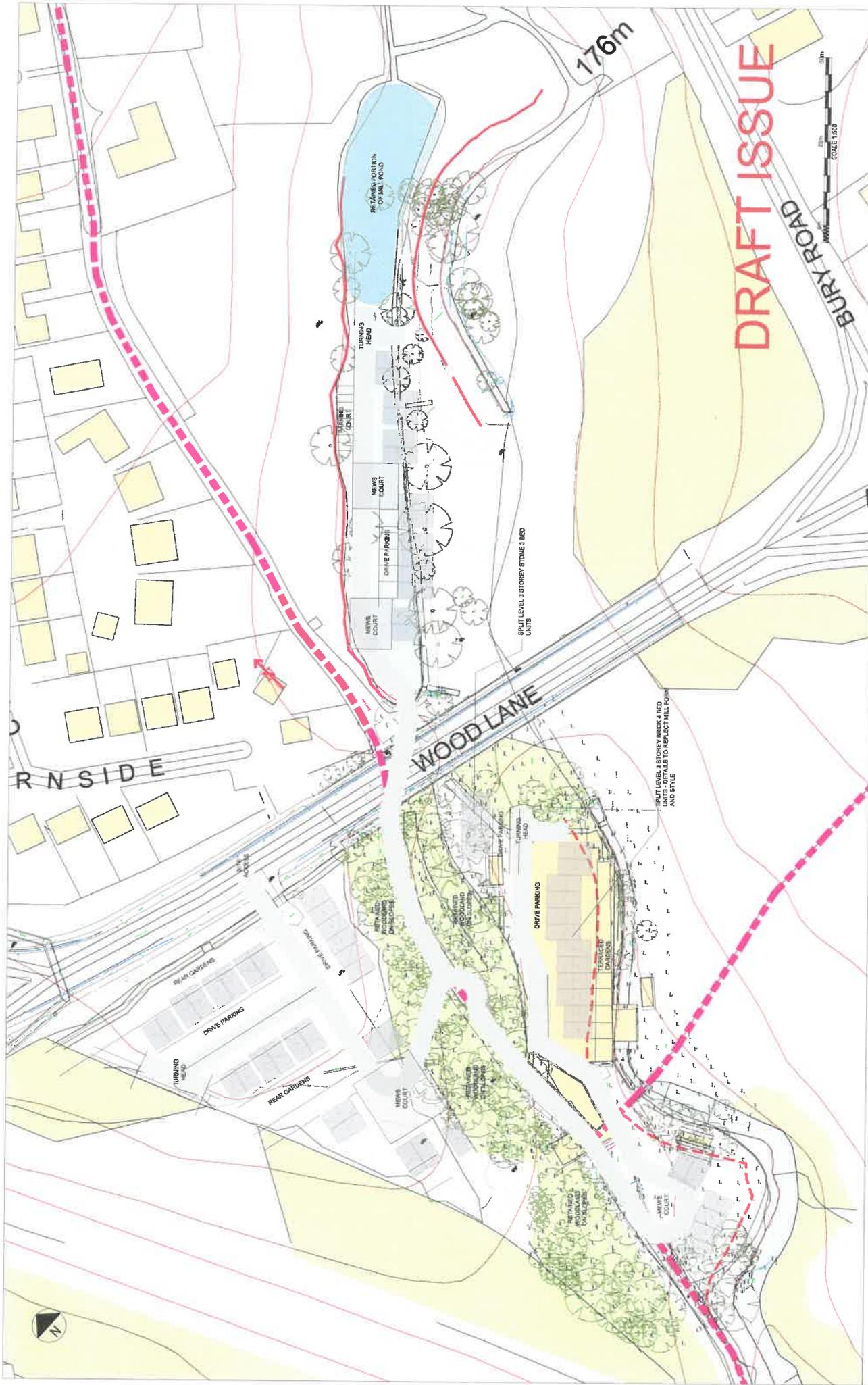
Land	196,135	
Construction	175,059	
Other	598,609	
Total Finance Cost		969,803

TOTAL COSTS **18,548,334****PROFIT** **678,666****Performance Measures**

Profit on Cost%	3.66%
Profit on GDV%	3.44%
Profit on NDV%	3.44%
IRR% (without Interest)	9.49%
Profit Erosion (finance rate 6.000)	7 mths

Edenwood Mill Residual 4.

Development Appraisal
Nolan Redshaw Ltd
24 March 2020



DRAWING TITLE: **INDICATIVE SITE MASTERPLAN**
 SCALE: **1:500**
 DATE: **APR 20**
 PROJECT NUMBER: **YD2_20_07**
 DRAWING NUMBER: **YD2_EW_MP001**
 REVISION: **(-)**

**EDENWOOD MILL
 LAND OFF WOOD LANE
 EDENFIELD**

DRAWING NOTES:

(-) DRAFT ISSUE FOR COMMENT

REV	DESCRIPTION	DRAWN	CHECKED	DATE

- GENERAL NOTES:
- DO NOT SCALE FROM THE DRAWING
 - DIMENSIONS GIVEN
 - ALL DIMENSIONS ARE IN MILLIMETERS UNLESS NOTED OTHERWISE
 - ALL DIMENSIONS SHALL BE VERIFIED ON SITE PRIOR TO ANY CONSTRUCTION
 - TD SHALL BE NOTIFIED OF ANY DISCREPANCIES


Squareyard
 Landscape Architecture • Urban Design • Masterplanning
 Email: studio@yd2.co.uk
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 83 Jacks Street, Manchester, M1 2JQ

H. M. LAND REGISTRY

ORDNANCE SURVEY
PLAN REFERENCE

SD7918

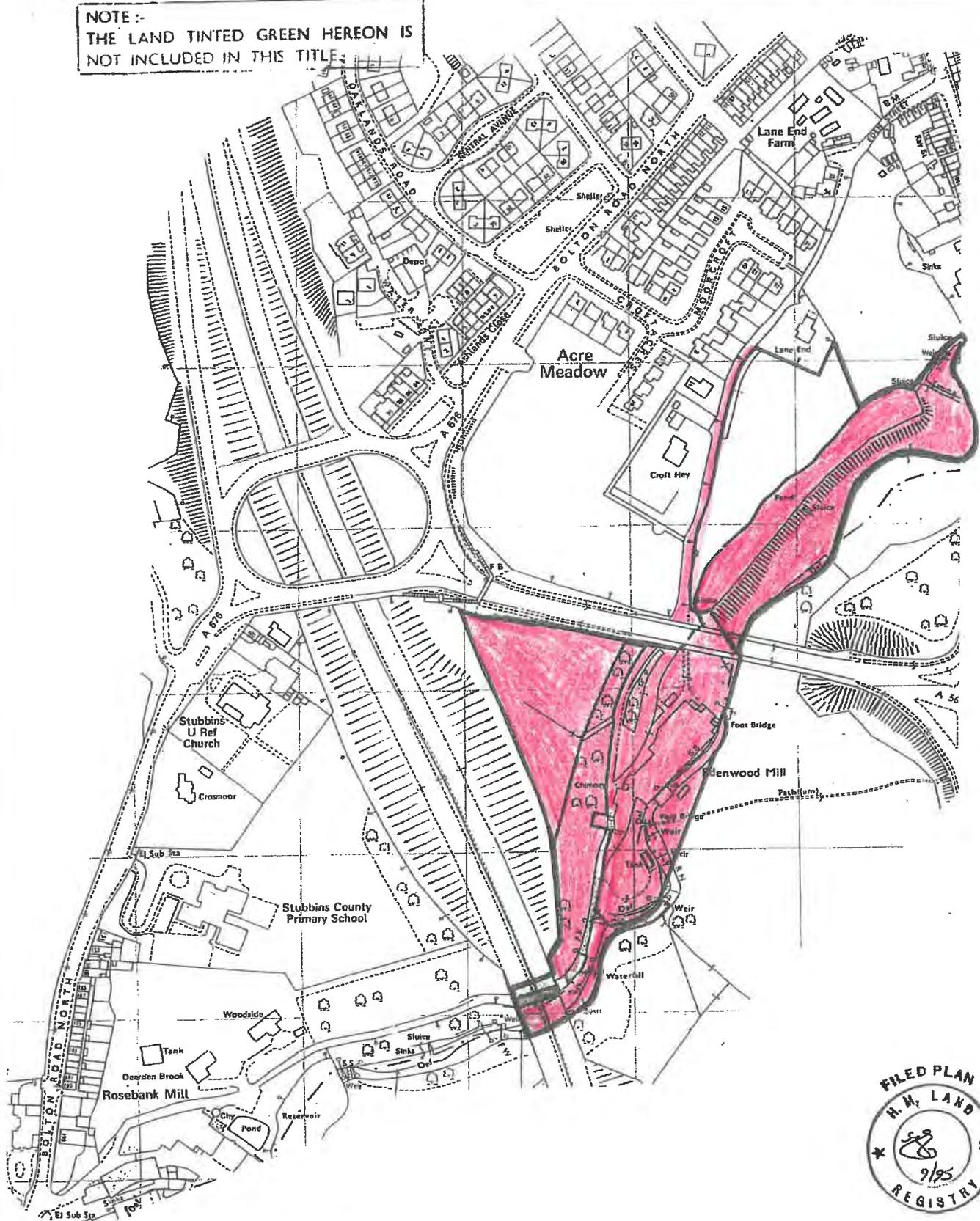
Scale
1/2500

COUNTY LANCASHIRE

ROSSENDALE DISTRICT

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NOTE :-
THE LAND TINTED GREEN HEREON IS
NOT INCLUDED IN THIS TITLE



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APPRAISAL SUMMARY**NOLAN REDSHAW LTD****Edenwood Mill Residual 4.**

Mews	1	1,113	336.93	375,000	375,000
Mews	1	1,113	336.93	375,000	375,000
Mews	1	1,113	336.93	375,000	375,000
Mews	1	1,113	336.93	375,000	375,000
Mews	1	1,113	336.93	375,000	375,000
Mews	1	1,113	336.93	375,000	375,000
Mews	1	1,113	336.93	375,000	375,000
Mews	1	1,113	336.93	375,000	375,000
Mews	1	1,113	336.93	375,000	375,000
Mews	1	1,113	336.93	375,000	375,000
Mews	1	1,113	336.93	375,000	375,000
Detached	1	1,113	341.42	380,000	380,000
Totals	63	73,215			22,270,000

Sales Agent Fee	1.50%	(334,050)	
Sales Legal Fee	1.00%	(222,700)	
			(556,750)

NET REALISATION **21,713,250****OUTLAY****ACQUISITION COSTS**

Fixed Price	4,279,000		
Fixed Price (7.78 Acres @ 550,000.00 /Acre)		4,279,000	
			4,279,000
Town Planning		14,500	
Bat Survey		900	
Tree Survey		2,000	
			17,400
Other Acquisition			
Highways Advice		5,000	
Ecology		5,000	
			10,000

CONSTRUCTION COSTS

Construction	ft ²	Build Rate ft ²	Cost
Semi Detached 1	1,500	120.00	180,000
Semi Detached 2	1,500	120.00	180,000
Semi Detached 3	1,500	120.00	180,000
Semi Detached 4	1,500	120.00	180,000
Semi Detached 5	1,500	120.00	180,000
Semi Detached 6	1,500	120.00	180,000
Semi Detached 7	1,500	120.00	180,000
Semi Detached 8	1,500	120.00	180,000
Semi Detached 9	1,113	120.00	133,560
Semi Detached 10	1,113	120.00	133,560
Semi Detached 11	1,113	120.00	133,560
Semi Detached 12	1,113	120.00	133,560
Semi Detached 13	1,113	120.00	133,560
Semi Detached 14	1,113	120.00	133,560
Semi Detached 15	1,113	120.00	133,560
Semi Detached 16	1,113	120.00	133,560
Semi Detached 17	1,113	120.00	133,560
Semi Detached 18	1,113	120.00	133,560
Semi Detached 19	1,113	120.00	133,560
Semi Detached 20	1,113	120.00	133,560

APPRAISAL SUMMARY**NOLAN REDSHAW LTD****Edenwood Mill Residual 4.**

Project Manager	1.00%	104,779	
C.D. Manager	0.50%	52,390	681,065

MARKETING & LETTING

Marketing		10,000	10,000
-----------	--	--------	--------

FINANCE

Debit Rate 6.000%, Credit Rate 0.000% (Nominal)

Land		196,135	
Construction		164,724	
Other		576,131	
Total Finance Cost			936,991

TOTAL COSTS**17,500,966****PROFIT****4,212,284****Performance Measures**

Profit on Cost%	24.07%
Profit on GDV%	18.91%
Profit on NDV%	18.91%

IRR% (without Interest) 30.49%

Profit Erosion (finance rate 6.000) 3 yrs 7 mths

Edenwood Mill Site, Edenfield

Land off Wood Lane
Potential Residential Development of Circa 66 Dwellings

GREEN BELT RELEASE STUDY
APPRAISAL OF PREVIOUS LANDSCAPE ASSESSMENT FOR THE SITE
'LIVES AND LANDSCAPES'

13th April 2020
REV (-)

Produced by

Adam Vickers

CMLI Dip LA BSc Hons

On Behalf of

SQUAREYARD

INTRODUCTION

The following discussion aims to dissect, query and challenge the methodology used within the Lives and Landscapes Report (LAL) and present rebuttal to the conclusion that Area D is 'Unsuitable for development on landscape grounds. While the intention is not to discredit the LAL or diminish its integrity in any negative sense; this report aims to present an alternative professional opinion. This will be based firstly, on a more detailed review of the site and more thorough understanding of the proposed development and secondly, on an alternative interpretation of the guideline set out within GLVIA 3rd Edition.

The methodology within the LAL report notes that:

Landscape value is ranked as high, high to moderate, moderate, or low, where

- *national or internationally designated landscapes are high,*
- *local and district landscapes high to moderate,*
- *community landscapes, moderate and*
- *landscapes of limited value, low.*

We query the term 'community Landscapes' and the assumption that this reflects Moderate Landscape Quality. This approach is not consistent with recommendations within GLVIA 3. The guidelines suggest that Landscape Value should be assessed based on a range of factors including quality and condition of individual elements and their collective contribution to the wider landscape character as follows:

The value of a landscape receptor is a reflection of its importance in terms of any designations that may apply, or its importance in itself as a landscape or landscape resource, which may be due to its ecological, cultural or recreational value. The following factors are generally agreed to influence value (GLVIA p.84, para 5.28):

- *landscape quality (condition).*
- *scenic quality.*
- *rarity.*
- *representativeness.*
- *conservation interests.*
- *recreation value.*
- *perceptual aspects; and*
- *associations.*

The GLVIA guidelines recommend that Landscape Value is assessed as High, Medium or Low as follows:

□ High: nationally designated or iconic, unspoiled landscape with few, if any degrading elements.

□ Medium: regionally or locally designated landscape or an undesignated landscape with locally important features which may include some degrading elements.

□ Low: undesignated landscape with few, if any distinct features or several degrading elements.

On this basis we question the judgement that areas of open space with a community interest are of 'Moderate quality' on the basis that they provide (an unqualified) contribution to the community's perception of the landscape. In the case of Area D, the land is firstly, previously developed land/brownfield land, with over 50% of the site area consisting of a former mill pond. Secondly – in the main, the area is largely inaccessible for community use with only one (undesignated) informal access along the mill pond wall. The site has no formal PROW across it and is generally impossible to navigate due to landform and unsafe features within the terrain. Finally, the site is privately owned with no provision for community use or public access. Therefore, its only value at community level can only be through its contribution to visual amenity for local residents. These residents either overlook the site from residential properties or experience the site during informal recreation along the public footpath which runs along the northern boundary of the site. On the former (residential tenants) we would note the consideration that tenants are not entitled to a view as quoted in the LAL Report. On the latter we question the sites value in terms of visual amenity at site level in its current state.

Site analysis of the area noted that much of the vegetation is self-seeded and of little significance in ecological or conservation terms. The site has no formal landscape designations at national, regional or local level. Tree cover is limited and where evident trees are in poor condition. Built features within the landscape consist mainly of dilapidated mill walls and pond sluices which do not contribute to wider landscape character; and as individual elements are generally unsightly and unsafe. There are no distinctive or rare elements within the site extents. The site has no associations as such aside from the perceived connection to the area's industrial past. This is in no sense rare or special, neither does the site represent a high-quality example of such historic features in the context of other such examples in the wider area.

Considering the above observations, it seems the only element considered in the allocation of the site as being of Moderate Landscape value is based upon the community's again unqualified 'Perception' of this as open space. It is highly questionable that this assumption has any weighting in real terms. When making assessments on this basis one could assume that any piece of undesignated and undeveloped land has a 'moderate' landscape value. On this basis the author disagrees with the conclusions formed within the Lives and Landscapes Report (LAL) which suggests that Site D is unsuitable for residential development on 'Landscape Grounds' as per the following tables.

Extracts from Landscape Assessment of Area D within LAL Report

a) Assessment of Sensitivity

AREA D SENSITIVITY		SUSCEPTIBILITY		
		High	Medium	Low
VALUE	National/International	High	High-medium	Medium
	Local/District	High-Medium	Medium	Medium-low
	Community	Medium	Medium-low	Low
	Limited	Low	Low-negligible	Negligible

b) Assessment of Significance

Eden Mill Area D SIGNIFICANCE		MAGNITUDE			
LANDSCAPE EFFECT		Negligible	Small	Medium	Large
ANALYSIS	Negligible	Negligible impact	Negligible-slight impact	Slight impact	Slight-moderate impact
	Low-negligible	Negligible – slight impact	Negligible-slight impact	Slight impact	Slight – moderate impact
	Low	Negligible– slight impact	Slight impact	Slight-moderate impact	Moderate impact
	Medium-Low	Slight impact	Slight impact	Slight-moderate impact	Moderate impact
	Medium	Slight impact	Slight-moderate impact	Moderate impact	Moderate-substantial impact
	High-Medium	Slight impact	Slight moderate impact	Moderate impact	Moderate-substantial impact
	High	Slight-Moderate impact	Moderate impact	Moderate substantial impact	Substantial impact

c) Outcome of Landscape Assessment

OUTCOME OF SITE ASSESSMENT	
Eden Mill Area A	Suitable for development with mitigation
Eden Mill Area B	Suitable for development with mitigation
Eden Mill Area C	Suitable for development with mitigation
Eden Mill Area D	Not suitable for development on landscape grounds

This report would also like to question the following statement within the Lives and Landscapes Report which suggests that all housing development on greenfield sites has a high impact.

Quote from LAL

“The scale of the landscape effects is difficult to assess in the absence of detailed proposals; however, it can be assumed that placing housing on green field sites has a high impact”

We would again query this statement - The level of impact must surely depend on consideration of proposed density, form, mass, scale, materiality, layout and permeability. Likewise, the impact of any development should be considered in the context of any positive enhancements created by the change in land use such as accessibility, biodiversity enhancements, screening proposals, visual amenity and improved provision and functionality of public open space. While we accept that the scope of the Lives and Landscapes report was high level and therefore limited to the level of information available at the time. One would suggest that under those circumstances such judgements should have been tempered to assume a middle ground as oppose to assuming that all residential development is inherently negative. Particularly in the case of proposed development of brownfield sites on the urban fringe.

In this case, we suggest that the level of impact is low. The site in question sits within the Settled Valleys landscape character area and within the boundary of the Town and Fringe

classification. The site is bounded on the north and east by existing settlement formed of primarily medium quality residential development. Sites to the west are under the ownership of our client and have been allocated for housing development. Our client is keen to take these sites forward within the next 3-5 years.

It can therefore be assumed that soon the site in question (Area D) will be flanked by housing on all but the rural facing side to the south. In this scenario the site will form an illogical indent in the urban boundary. The author of this report suggests that a more logical boundary to the green belt designation would follow the line of the stream as per the town and fringe allocation boundary and the boundary of the settled valleys LCA. It is noted that diagrams within the Lives and Landscapes report only show the Green Belt allocation derived from the Lancashire County Council (LCC) designation (see below).

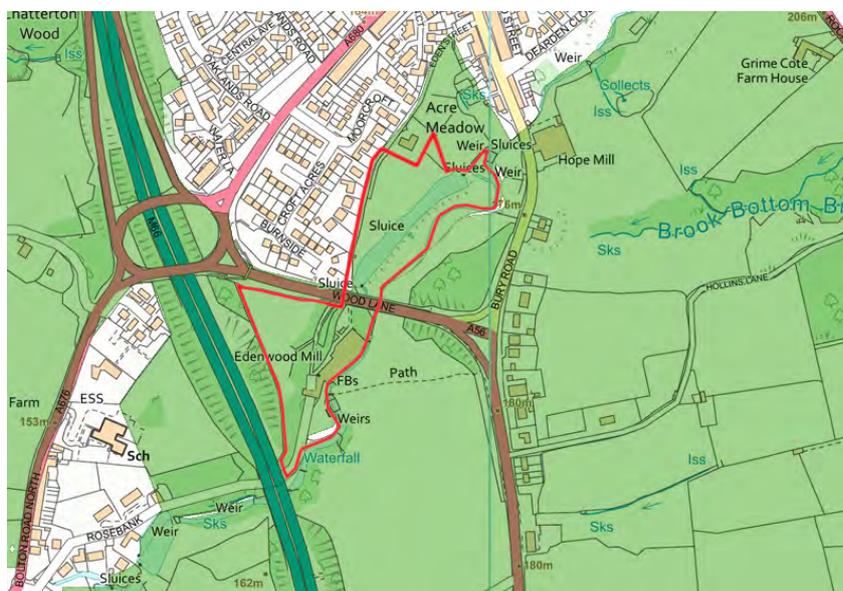
Green Belt Plan Extracted from LAL Report



Green Belt Eden Mill Source: MARIO

The site however sits on the boundary of Bury Council and Lancashire County Council; and when shown in this context (with the Bury Council green belt allocation included – see below) it is clear that sufficient and extensive green belt is in place to the south side of the stream to ensure the functions of the Green Belt remain satisfied.

Comprehensive Green Belt Plan



With regard again to the level of impact. The proposed site layout for area D is low density. The units have been laid out carefully to mirror the mass and scale of the previous mill use. As the process progresses towards a formal planning application it is our client's intention to develop a high-quality design for the units with an appropriate selection of façade detailing and materiality suitable to the visual context. Visibility of the units from the open countryside is low, affording to dense screening vegetation along the northern/western edge of Bury Road and the built form of the A56 Overpass. The units have been laid out to provide a soft edge to the rural facing side of the development by positioning the road to the rear of the properties. This approach will allow screening provision to be made within and outside the rear gardens to help soften the scheme into views. As such visual impact of the proposed scheme is considered low.

Furthermore, the proposed design will provide positive enhancements to the site over the baseline. In its current condition the site is inaccessible to public use. Many of the individual elements are in poor condition and provide detriment to visual quality at site level. The proposed scheme will open up the eastern end of the site providing a more functional and attractive piece of public open space readily accessible for community use. The proposals include for enhancements to the eastern end of the mill pond to improve both visual quality of the element and its performance as habitat. The proposed landscape scheme for the site will include for the introduction of species rich hedgerows, specimen native tree planting and habitat management to improve the performance of the landscape elements on the site. As such it is suggested that the proposed development has the potential to generate a positive impact on the site over the baseline condition in both landscape and visual terms.

We trust that the above information will be considered by the appropriate parties in conjunction with our recent Landscape and Visual Appraisal of the site (submitted separately)

Edenwood Mill Site, Edenfield

Land off Wood Lane
Potential Residential Development of Circa 66 Dwellings

GREEN BELT RELEASE STUDY PRELIMINARY LANDSCAPE AND VISUAL APPRAISAL

13th April 2020
Revision (-)



Produced by

Adam Vickers
CMLI Dip LA BSc Hons

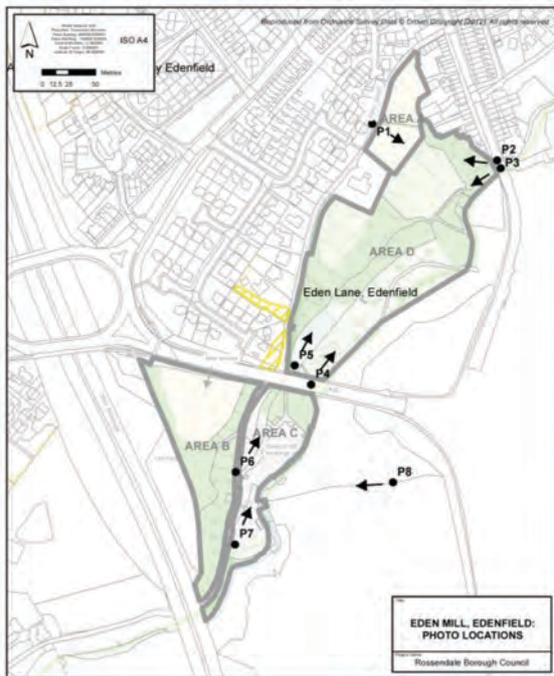
On Behalf of

Squareyard Landscape Architecture
The Shed, Chester Street, Manchester M1 5GD

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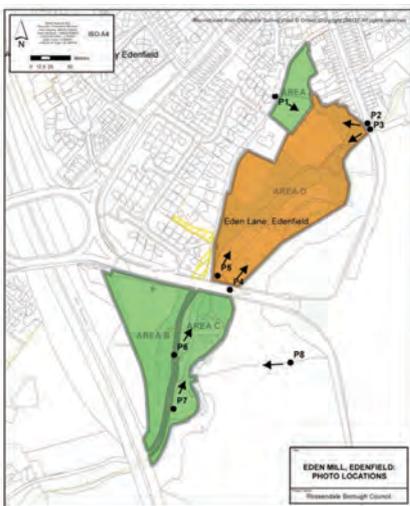
Volume 4 of the LAL assessed the Eden Mill site and subdivided this into 4 distinct areas A, B, C and D (See Plan below)



The landscape and visual appraisal process carried out in the LAL concluded that Areas A, B and C; were suitable for development to residential land use with mitigation. It further concluded that Area D was unsuitable for residential development on landscape grounds. Extracts from the LAL assessment process and judgements applied to the site can be reviewed in Appendix D of this report. The purpose of the following appraisal is to firstly review the methodology applied to the assessment of Area D within the LAL and provide an alternative professional view on the site’s suitability for residential development.

Since the release of the LAL report Area A has been developed to residential use and Areas B and C have been allocated as housing site H73 within the Council’s Site Allocations and Development Management Plan Document. On this basis the following appraisal process will primarily focus on Area D (highlighted orange on the plan below).

Map of Study Area – Area D



1.3 Aims of the Study

This assessment considers the baseline condition for the landscape as a resource and its contribution to landscape character and visual amenity.

In summary, the aims of this study are:

- To assess the landscape quality and character of the site in its current condition and consider its contribution to the wider landscape character of the area.
- To evaluate the visual amenity of the site in its current condition and consider its contribution to visual amenity for site users and wider views from the surrounding landscape.
- To consider and evaluate any potential effects on landscape character and visual amenity resulting from the proposed development to residential use.
- To form conclusions on the significance of any landscape and visual effects resulting from the potential development to residential land use.
- To make recommendations on the site's allocation as Green Belt

The study has been carried out in accordance with best practice recommendations contained within the **'Guidelines for Landscape and Visual Impact Assessment' 3rd Edition** (GLVIA 3) prepared Jointly by the Landscape Institute and the Institute for Environmental Management and Assessment.

Further reference documents consulted in production of this report include:

- *A Landscape Strategy for Lancashire December 2000, Landscape Character Assessment – Published by The Environment Directorate/Lancashire County Council*
- *Lives and Landscapes Assessment 2015 – Published by Penny Bennet Associates*
- *Landscape Character Assessment – Guidance for England and Scotland – Published by the Countryside Agency and Scottish Natural Heritage*
- *Landscape Character Assessment – Guidance for England and Scotland – Topic Paper 6: Techniques and Criteria for Judging Capacity and Sensitivity – Published by the Countryside Agency and Scottish Natural Heritage*
- *National Planning Policy Framework 2019 – Published by Department for Communities and Local Government*

1.4 Study Methodology

The study was undertaken in accordance with recommended methodologies outlined within GLVIA 3 (Published by the Landscape Institute) and, also considered recommendations and information contained within those documents outlined within the terms of reference above.

The process followed to establish and assess the potential effects of the proposed development is summarised as follows:

- Initial site walkover and driven survey to establish broad extents and context for the study area.
- Desk top survey of Landscape Character Appraisals to advise the Landscape Baseline regarding Character and Intrinsic Value.
- Site study of the site and its context taking note of key landscape features, site characteristics and any elements contributing to landscape character, landscape value and visual amenity for inclusion within the study.

- Site based photographic survey to test visibility of the scheme and capture key viewpoints identified as potential visual receptors.
- Definition of the weighting afforded to the landscape resources identified in the baseline study, consideration of the value and sensitivity of each of these features to change and an assessment of the magnitude of change predicted as a result of the proposed development.
- Definition of the sensitivity of each of the key visual receptors established in the baseline study regarding; the proximity of the receptor to the development, the number of users/frequency and duration of the view and; the nature of the view with regard to the viewer's perception.
- Identification of any potential Landscape and Visual Effects of the proposed development against the established baselines and assessment of the magnitude and significance of each.
- Summary statement forming conclusions on the Overall Significance of Effects and the sites capacity to adopt the proposed changes.

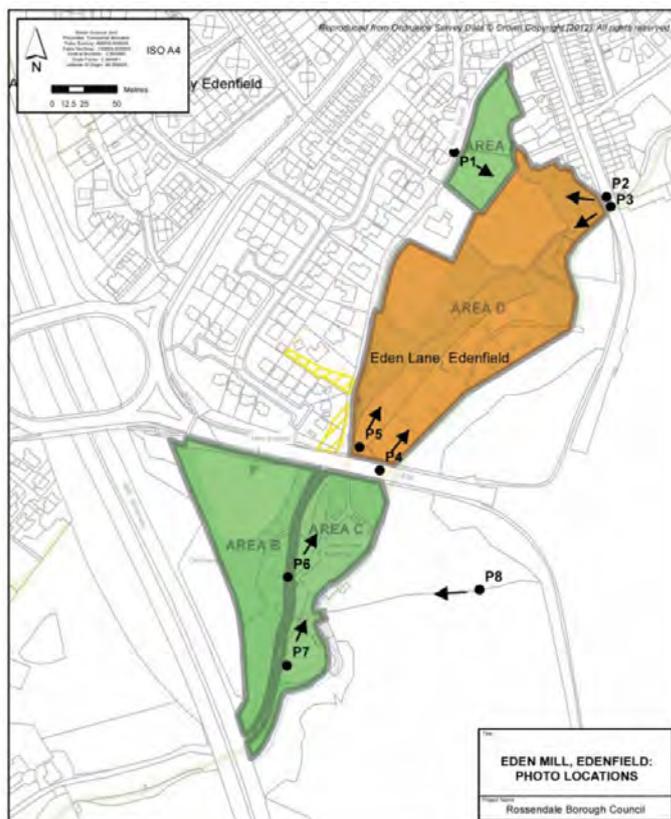
2.0 Landscape Assessment

2.1 Description of the Site

The site comprises of the former Edenwood Mill and its surrounding curtilage. The site is currently accessed from Rosebank along the old mill access road. Potential future access is assumed from the A56 as highlighted on the site layout.

The site is bounded by the M66 at high level (via an overpass bridge) on its south-eastern boundary. The site then runs beneath a second overpass bridge (Wood Lane/A56) and continues beyond this to the north. The site currently consists of a former mill, associated mill ponds and infrastructure, low to high-density scrub and woodland, sporadic specimen trees in varying states of condition, open grassland (located primarily adjacent to the boundaries) and the watercourse (Dearden Brook). The water course borders the site on the east beyond which the landscape opens into unimproved grassland between it and the A56 (Bury Road) to the east. The site falls from its north/north-western boundaries from a level of 171.0mAOD to 162.0mAOD, down towards the Dearden Brook where levels range from 154.0mAOD to 151.0mAOD.

The above description refers to the whole of the site under our client's ownership. As per the introductory parts of this report it is re-iterated that the landscape and visual assessment that follows refers only to the area of site noted as 'Area D' on the plan below.



2.2 Landscape Baseline Study

A desktop survey was carried out as part of this appraisal to establish the landscape baseline environment. Following this a site walkover survey was also carried out to identify and qualify site specific features and individual landscape elements which contribute to landscape value, landscape character and visual amenity. Plans and photographs developed as part of this survey can be viewed in Appendix B.

In summary baseline study concludes the following:

- The site is located within the 'Settled Valley' Landscape Character Area which consists of a mix of modern and historic settlements, sporadic woodland copses and open unimproved grassland. Boundary features are typically formed of hedgerows, traditional dry-stone walls and agricultural fencing.
- The site sits within the 'Modern Settlement' boundary as defined by Lancashire County Council under the historic Landscape Character Areas
- The site sits within the 'Town and Fringe' Classification as defined by Lancashire County Council.
- The site within Green Belt
- The site comprises of a mix of brownfield land (historic mill ponds and associated infrastructure), self-seeded scrub and woodland of medium to low quality, sporadic mature trees of varying (mainly poor) condition and unimproved grassland of limited ecological value.
- Boundary treatments include low quality modern chain link fencing in poor condition, timber agricultural fencing in poor condition and traditional dry-stone wall in moderate condition.

3.0 Visual Appraisal

The preliminary visual appraisal carried out as part of this assessment can be reviewed in Appendix C. The site survey aimed to capture and test potential views of the site and establish a visual baseline against which any potential effects can be measured. A total of 20 viewpoints were surveyed and captured. 6 of these viewpoints were considered relevant for inclusion within the assessment to represent the following receptor groups:

- Walkers on FP 112
- Walkers on FP 111
- Drivers/Walkers on the A56 Overpass
- Drivers/Walkers on Bury Road

Residential receptors are not considered in detail within this appraisal. The proposed development is residential in nature. GLVIA recommends that effects to occupants of adjacent dwellings should be considered via a separate Residential Amenity Assessment. The visual assessment within this appraisal focusses only on users of the landscape from Public Rights of Way and Transport Routes.

Details of the viewpoint locations included within the appraisal can be seen on the plan below. Appendix C includes the surveyed views along with a preliminary appraisal on potential effects.



4.0 Assessment of Landscape Effects

This section of the report will outline the authors judgements on the significance of potential landscape effects predicted as a result of the proposed development to residential land use. The process followed in making these judgements is as follows:

- Desktop and site survey to establish landscape value and establish a susceptibility to change
- Combination of the sites susceptibility to change and value to establish the sensitivity of the accepting landscape
- Combination of the sites sensitivity and the anticipated magnitude of change resulting from the proposed development to establish a potential significance of landscape impacts as a result of the proposed development

This process adheres to the guidance set out in 'Guidance for Landscape and Visual Assessment 3rd edition.

4.1 Assessment of the Landscapes Susceptibility to Change

Judgement

The site has a **Low** susceptibility to change

Criteria Level	Susceptibility to Change
High	The receptor has a low capacity to accommodate the Proposed Development without effects upon its overall integrity. The landscape is likely to have a strong pattern/texture or is a simple but distinctive landscape and/or with high value features and essentially intact.
Medium	The receptor has some capacity to accommodate the Proposed Development without effects upon its overall integrity. The pattern of the landscape is mostly intact and/or with a degree of complexity and with features mostly in reasonable condition.
Low	The receptor is robust; it can accommodate the Proposed Development without effects upon its overall integrity. The landscape is likely to be simple, monotonous and/or degraded with common/ indistinct features and minimal variation in landscape pattern.

Justification

- The site is located within the Settled Valleys LCA and within the Town and Fringe Classification. Key characteristic of both designations included modern residential housing areas.
- The site is comprised in the main of the previous mill pond and could be considered Brownfield or Previously Developed Land under the definition outline in the NPPF.
- The site is bounded on two sides by existing residential development and recent allocations to the south west of the site (as housing land under H73) assumes further development of that nature.
- Existing built form is evident in all views towards and within the site including both residential development and the infrastructure (bridge) features.

As such, the author considers that the sites susceptibility to change (particularly in the form of residential development) is **Low**. Residential development is not out of context with either the wider landscape character area or with its location at the town fringe. Residential development does (or will) exist on three side of the site and as such the proposed development is not out of context with adjacent land use.

4.2 Assessment of Landscape Value

Judgement:

The site has a **Medium/Low** Landscape Value however for the purpose of the assessment of sensitivity the judgement has assumed **Medium**.

Landscape Value at Study Area Level

Criteria Level	Landscape Value
High	Nationally designated or iconic, unspoiled landscape with few, if any degrading elements.
Medium	Regionally or locally designated landscape or an undesignated landscape with locally important features which may include some degrading elements.
Low	Undesignated landscape with few, if any distinct features or several degrading elements.

Landscape Value at Site Level

Criteria Level	Landscape Value
High	Nationally designated or iconic, unspoiled landscape with few, if any degrading elements.
Medium	Regionally or locally designated landscape or an undesignated landscape with locally important features which may include some degrading elements.
Low	Undesignated landscape with few, if any distinct features or several degrading elements.

Justification:

The proposed site has no formal landscape designations at national, regional or local level. It has no official designations in terms of biodiversity or habitat value such as SSSI, Nature Reserves Etc. While there are some mature existing trees on the site these are sporadic and although of some value in visual amenity terms are in poor condition as individual specimens. Vegetation across the site comprises mainly of self-seeded saplings and extensive areas of brambles. These are neither high quality visually nor ecologically.

Built form on the site comprise of the mill pond, some dilapidated stone walls, modern security fencing (of poor visual value) and again low-quality agricultural fencing. There are no rare or particularly high value elements of built form on the site. Many of such elements are detrimental to the visual amenity at site level. The site has no notable sense of tranquillity with road infrastructure both highly visible and audible across the whole area.

4.3 Assessment of Landscape Sensitivity

Judgement

The site has been assessed as being of **Low Sensitivity** to change.

Landscape Value	Susceptibility to Change		
	High	Medium	Low
High	High	Medium/High	Medium/Low
Medium	Medium/High	Medium	Low
Low	Medium/Low	Low	Negligible

Justification

The above table provides an indication of the proposed combination of landscape value and the landscape susceptibility to change to conclude a level of sensitivity. This is not an exact science and as such author has also applied professional judgments in concluding a criteria level of **Low Sensitivity** to change.

As described above, the proposed development of the site to residential land use is not out of context with the landscape character area or adjacent context. Views into the site are limited by adjacent development, extensive screen planting, topography and built form of the road bridge. As such the sites contribution to the wider landscape setting is limited. The sites allocation as Green Belt has obvious weighting. However extensive Green Belt exists to the south eastern side of the stream. This provision is more than sufficient in geographical area to maintain the performance of this allocation should the site be released for development.

4.4 Assessment of the Anticipated Magnitude of Change

Judgement

The proposed development constitutes a **Low Magnitude of Change** over the baseline.

Magnitude of Change	Justification
Low	Proposed development involves the introduction of some land use and/or features which, although inconsistent with the current site use, are consistent with some adjacent land uses and thus not wholly uncharacteristic of the area when considered against the baseline.

Justification

- The site is or could be considered brownfield/previously developed land
- Residential development is or will be present on adjacent sites
- Visibility of the site is limited and where possible all views already include residential development as a backdrop
- At site level the landscape contains unsightly pieces of built form considered detrimental visual quality. Introduction of a high-quality housing scheme would be an improvement over the baseline.

4.5 Assessment of Overall Significance

Judgement

The author concludes that as a result of the above assessment process our conclusion is that the **Overall Significance** of the likely effects of the proposed development are **Negligible/Slight (Adverse)**

Extract from Table 1 in Appendix A

IMPACTS OF SLIGHT OVERALL SIGNIFICANCE

The Proposals which involve loss of some vegetation and/or changes to the appearance of landscape elements which are noticeable at the site level but not significant to alter their overall contribution to adjacent landscapes. These effects would usually be capable of mitigation within a period of 5 years.

Landscape Sensitivity	Predicted Magnitude of Change			
	High	Medium	Low	No Change
High	Major	Moderate/Major	Moderate/Slight	Negligible/Slight
Medium	Moderate/Major	Moderate	Slight	Negligible
Low	Moderate/Slight	Slight	Negligible/Slight	Negligible

It should also be noted that the proposed development is also considered to have some positive effects on the proposed site when considered against the baseline as follows:

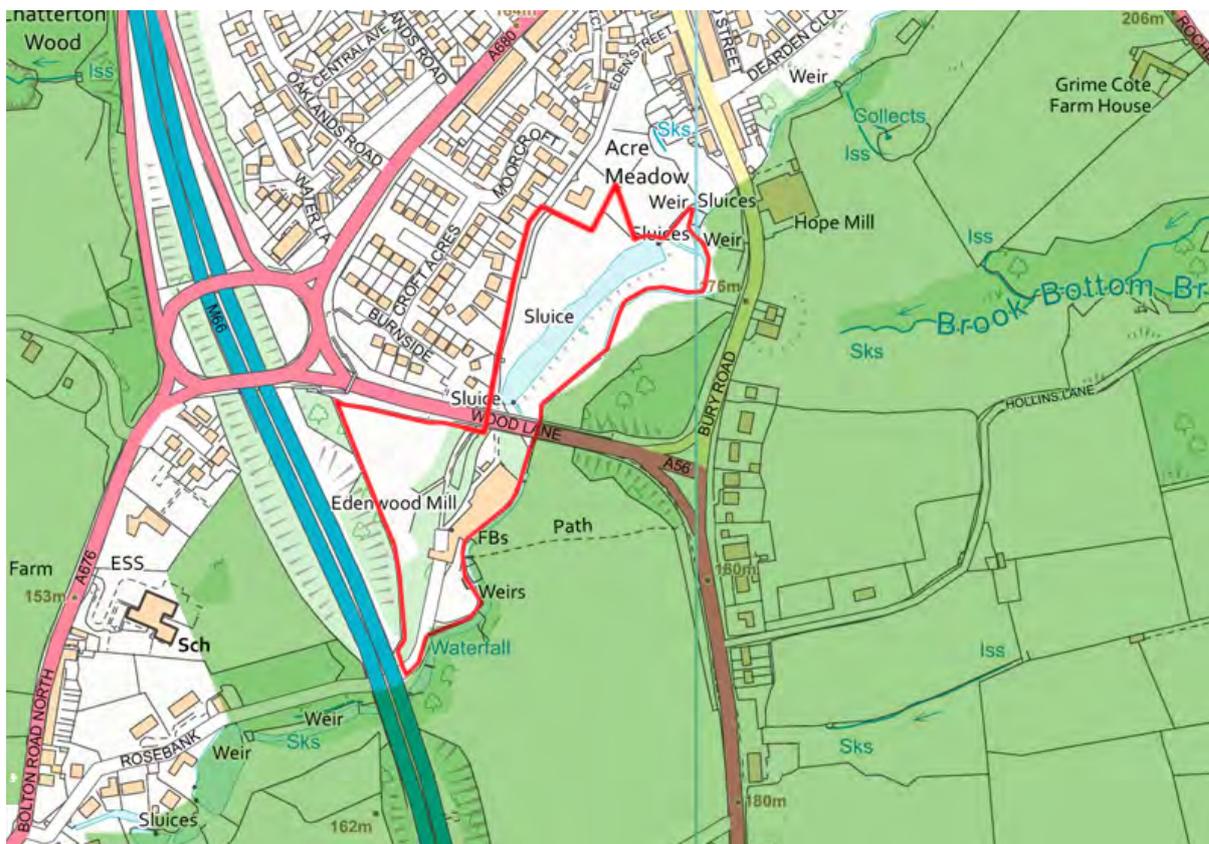
- The proposals will improve permeability and public access to the site with notable improvements to functionality, access and safety of the public open space.
- The proposals will include the removal of a variety of unsightly and unsafe items from the site improving visual amenity and safety for site users.
- The proposals will improve passive surveillance of the site potentially helping to alleviate evident antisocial behaviour noted to the area beneath the overpass bridge.
- The proposals will include a landscape scheme and habitat management provision which will generate an uplift in visual amenity and biodiversity value over the baseline.

5.0 Conclusions

Based on the above analysis of the baseline environment it is our recommendation the site in question (Area D) can be considered appropriate for development to residential use subject to appropriate design and mitigation measure. The existing line of the Green Belt allocation seems illogical given the existing boundaries of the landscape character area and settlement edge. Given that adjacent sites are (or will be) developed for residential development Area D sits more logically in context with the settlement to the north and west than with the rural areas to the south and east. The exclusion of Area D from the housing allocation therefore creates an inappropriate indent in the settlement edge.

Our suggestion is that the line of the proposed Green Belt would be better placed following the stream/brook along the boundary of Area D as it does on the adjacent sites. (See Plan Below). The topography of the valley and line of the watercourse provide a logical edge to the Green Belt. Even with this minor 'flex' in the settlement edge there remains extensive open land to the south and east to continue to support the 5 main functions of the Green Belt.

Suggested Green Belt Boundary:



If release of this portion of the Green Belt is deemed appropriate by the Planning Inspectorate, our client would like to quickly progress a planning application to further detail the proposals for the site's development to residential use. As part of this process the LVIA will be updated to make more specific reference to materiality, mass, form, scale and mitigation measures. This will ensure the proposed layout remains in keeping with the adjacent settlement. Where possible the final layout will incorporate mitigation measures to enhance to the visual quality of the settlement edge where it meets the open countryside.

6.0 Summary of Suggested Mitigation Measures

To ensure the predicted levels of effect are realised/minimised the appraisal makes the following recommendations. The suggestions represent embedded mitigation which should be incorporated into the detail design of the development prior to submission of the planning application.

- Use of natural stone and brick as façade materials to ensure the units reflect existing built form and styles in the locality and remain recessive in the landscape when viewed from the open countryside.
- Use of natural slate for all roof planes.
- Utilise block paving in a random/tumbled unit such as Tegula (or similar) to achieve a more traditional character to the roads and footpaths at site level.
- Habitat buffer planting to include a mix of quick growing native screening species such as Alder, Hazel, Birch, Hawthorn and Sorbus combined with a percentage of larger growing, legacy trees such as Oak, Hornbeams and Beech to provide a long-term contribution to the landscape.
- Where possible boundaries to be specified as hedgerows. These should be of a species rich native mix to provide a contribution of Priority 1 habitat. Suggested species to include Hawthorn, Blackthorn, Hazel, Holly, Field Maple and Guelder Rose. Hedges should be maintained with a percentage of trees as standards to provide height to the screening.
- Public open space to incorporate areas of species rich grassland/meadow to enhance biodiversity and visual amenity
- Where hard boundaries are required to properties these should be formed of natural local stone and detailed to reflect local styles.
- Proposed tree planting to include a mix of nursery grades from heavy standards to semi mature specimens. This will provide some instant effect to the screening and give a naturalised/mixed age structure to the planting scheme.
- Scope for a small number of executive homes of exemplary design quality and sustainability credentials to nestle sensitively within the wooded embankment on the north-western flank of Area D units to be carefully located to avoid valuable trees

7.0 Appendices

