

Dated 27th March

2025

ROSSENDALE BOROUGH COUNCIL

- and -

LANCASHIRE COUNTY COUNCIL

- and -

MELBA PRODUCTS LIMITED

AGREEMENT

**Agreement made pursuant to section 106 of the Town and Country
Planning Act 1990 in relation to land known as the 'Former Mayfield
Chicks Site, Blackburn Road, Edenfield, Bury
Lancashire BB4 6JY**

**(Rossendale BC Planning Application Reference 2024/0404)
(PP-1349860)**

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THIS AGREEMENT is made the

day of

2025

BETWEEN:

1. **ROSSENDALE BOROUGH COUNCIL** of The Business Centre, Futures Park, Bacup, Lancashire OL13 0BB ("**the Borough Council**")
2. **LANCASHIRE COUNTY COUNCIL** of PO Box 100, County Hall, Preston, Lancashire PR1 0LD ("**the County Council**")
3. **MELBA PRODUCTS LIMITED (Company Registration Number 01627322)** whose registered office address is at Stubbins Vale Mill, Stubbins Vale Road, Ramsbottom, Lancashire BL0 0NT ("**the Owner**")

WHEREAS:

- A. The Borough Council is the local planning authority for the purposes of the 1990 Act for the area in which the Site is situated.
- B. The County Council is a local planning authority for the purposes of the 1990 Act and a principal council within the meaning of section 270(1) of the Local Government Act 1972 and the local highways authority for the purposes of the Highways Act 1980 for the area in which the Site is situated.
- C. The Owner is the owner of the Site which is registered at HM Land Registry with freehold title absolute under **Title Number LA642965** free from financial encumbrances.
- D. By way of the Planning Application the Owner has applied to the Borough Council for permission for the Development to be carried out on the Site.
- E. The Borough Council has resolved that the Development is such as may be approved by the authority and to issue the Planning Permission **SUBJECT TO** conditions and to the prior completion of this Agreement to secure the obligations set out below in order to make the Development acceptable in planning terms without which the Planning Permission would not be so issued.
- F. The Parties have entered into this Agreement in order to secure the obligations set out below so they may be enforced by the Borough Council and the County Council against the Owner as planning obligations.
- G. The Parties have given due consideration to the provisions of regulation 122 of the CIL Regulations (to the extent relevant to the obligations in

this Agreement) and agree the obligations set out below are necessary to make the Development acceptable in planning terms and are directly related to the Development and are fairly and reasonably related in scale and kind to the Development and comply with the policies of the Borough Council and County Council in relation to section 106 of the 1990 Act.

- H. The Owner has agreed that the Development shall be carried out **BUT ONLY** in accordance with the obligations set out below.

NOW THIS AGREEMENT WITNESSES as follows:

1. DEFINITIONS & INTERPRETATION

- 1.1 In this Agreement **UNLESS OTHERWISE STATED** the following expressions (arranged in alphabetical order) shall **UNLESS THE CONTEXT OTHERWISE REQUIRES** have the following meanings:

"the 1990 Act"	means the Town and County Planning Act 1990.
"CIL Regulations"	means the Community Infrastructure Levy Regulations 2010.
"Commencement of Development"	means the carrying out of any act pursuant to the Planning Permission which constitutes a material operation as defined in section 56(4) of the 1990 Act OTHER THAN (for the purposes of this Agreement and for no other purpose) operations consisting of: (a) site clearance (other than demolition); (b) archaeological excavations; (c) investigations for the purposes of assessing ground conditions; (d) remedial work in respect of contamination or other adverse ground conditions; (e) erection of any temporary means of enclosure; and (f) the temporary display of site notices or advertisements and the expressions "Commence" and "Commenced" shall be construed accordingly.

“the Delivery & Servicing Strategy”	means the Delivery & Servicing Strategy (ref: J000502-DSS01d dated December 2024) which details the restrictions on the timing of heavy goods vehicle (“HGV”) movements but also their routing and the logging by the Owner.
“the Development”	means the erection of a single storey 4,363m ² GEA (4,110 m ² GIA) Class B8 storage and distribution building (which includes ancillary 470m ² GIA offices / staff welfare facilities); the construction of a service yard / hardstanding for the purposes of outdoor storage; the retention and minor reconfiguration of the existing Cornerbrook lift training business at the western side of the Site (part retrospective) and the provision of its own dedicated access; the provision of a total of fifty two (52) car parking spaces (of which forty six (46) are standard spaces [fourteen (14) of which are dedicated to the Cornerstone business], three (3) disability spaces and three (3) spaces served with electric charging points); twenty two (22) HGV parking spaces and eight (8) cycle parking spaces; hard and soft landscaping; boundary fencing and security gates; external safety / security lighting; the widening / reconfiguration of the existing access from Blackburn Road; the construction of a realigned / repositioned public footpath alongside the River Irwell as more particularly described in the Planning Permission.
“Footpath Improvement Contribution”	means the sum of £2,000 (Two Thousand Pounds) Index Linked to be paid as a contribution towards the cost of carrying out improvement work to footpath FP1404309 running from the northern end of the Site.

"Index Linked"	<p>means the County Council Footpath Improvement Contribution and the Borough Council contributions shall be Index Linked by reference to the BCIS All in Tender Price Index published by the Royal Institute of Chartered Surveyors or any successor body (or in the event that the relevant index shall be no longer published or the basis thereof be materially altered then the index shall be such replacement index as the County Council shall reasonably specify) increased in accordance with the following formula:</p> <p>Amount payable = the payment specified in this Agreement x (A/B) where:</p> <p>A = the figure for the Index that applied immediately preceding the date the payment is received.</p> <p>B = the figure for the Index that applied when the Index was last published prior to the date of this Agreement.</p>
"Interest"	<p>means interest at the rate of three percent (4%) per annum above the base lending rate of the Bank of England from time to time.</p>
"Monitoring Fee"	<p>means the sum of £1,147 (One Thousand One Hundred and Forty Seven Pounds) (or such other sum as may be agreed between the Borough Council and the Owner) to be paid as a contribution towards the costs which shall be incurred by the Borough Council in monitoring compliance with the obligations set out in this Agreement.</p>
"Occupation"	<p>means occupation for the purposes permitted by the Planning Permission but NOT INCLUDING occupation by personnel engaged in construction, fitting out or decoration or occupation for</p>

	marketing or display or occupation in relation to security operations and the expressions “Occupied” and “Occupy” shall be construed accordingly.
“the Parties”	means the Borough Council and the County Council and the Owner as the context requires and the expression “Party” shall be construed accordingly.
“the Planning Application”	means the application for full planning permission for the Development which was validated by the Borough Council on 15 th October 2024 under Planning Application Reference Number 2024/0404 .
“the Planning Permission”	means the planning permission for the Development (subject to conditions) which is to be issued by the Council in respect of the Planning Application .
“the Secretary of State”	means the Secretary of State for Levelling Up, Housing and Communities or such other Minister in His Majesty's Government for the time being having or discharging the functions of the Secretary of State for the purposes of the 1990 Act.
“Section 73 Consent”	means a planning permission issued by the Borough Council pursuant to an application to vary the Planning Permission made under section 73 of the 1990 Act.
“the Site”	means the area of land on the north east side of Manchester Road, Ewood Bridge, Haslingden, Rossendale (known as the <i>‘Former Mayfield Chicks Site’</i>) which is for identification purposes shown edged red on the Site Location Plan and registered at HM Land

	Registry under freehold Title Number LA642965 against which this Agreement will be enforceable.
"the Site Location Plan"	means the 1:1,250 scale @A2 plan marked ' DRAWING NO. 11637 PL01 A ' and dated September 2024 a copy of which is attached as Annex A to this Agreement.
"Off-Site Tree Planting Contribution"	means the sum of £6,000 (Six Thousand Pounds) to be paid as a contribution towards the cost of planting trees as part of the Borough Council's 'Rossendale Forest Initiative'.
"Working Day"	means any day from a Monday to Friday (inclusive) which is not a statutory bank holiday and the expression "Working Days" shall be construed accordingly.

1.2. In this Agreement:

- (a) references to clauses are references to clauses in this Agreement;
- (b) words importing the singular meaning where the context so admits include the plural meaning and vice versa;
- (c) words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed interchangeable in that manner;
- (d) wherever more than one person is a Party and/or where more than one Party undertakes an obligation all their obligations can be enforced against all of them jointly and against each individually.
- (e) **"Including"** means including without limitation or prejudice to the generality of any preceding description defined term phrase or word(s) and **"include"** shall be construed accordingly;
- (f) words denoting an obligation on a Party to do any act or matter or thing include an obligation to procure that it is done and words placing a Party under a restriction include an obligation not to cause permit or allow infringement of that restriction;
- (g) any reference to any Act of Parliament refers to the Act for the time being in force, including any amendment or re-enactment, and shall include all instruments, orders, plans, regulations, permissions, and

directions for the time being made, issued or given under that Act or deriving validity from it; and

- (h) reference to any Party shall include the successors in title to that party and any person deriving title through or under that Party and in the case of the Borough Council and the County Council the successors to their respective statutory functions.

2. GOVERNING LAW & LEGAL EFFECT

- 2.1 This Agreement is made pursuant to section 106 of the 1990 Act and section 111 of the Local Government Act 1972 and section 1 of the Localism Act 2011 and all other such powers enabling the Parties.
- 2.2 The covenants and restrictions and requirements imposed on the Owner are:
 - (a) planning obligations for the purposes of section 106 of the 1990 Act;
 - (b) entered into by the Owner with the intention they shall bind the Owner's interest in the Site; and
 - (c) are enforceable by the Borough Council and the County Council as the case may be as local planning authorities.

3. OWNER'S COVENANTS TO THE BOROUGH COUNCIL

- 3.1 The Owner **HEREBY COVENANT** with the Borough Council:
 - (a) **TO** observe and perform the obligations set out in **Schedule 1** below; and
 - (b) **TO** observe and perform the obligations set out in **Schedule 2** below.

4. OWNER'S COVENANTS TO THE COUNTY COUNCIL

- 4.1 The Owner **HEREBY COVENANT** with the County Council:
 - (a) **TO** observe and perform the obligations set out in **Schedule 1** below; and
 - (b) **TO** observe and perform the obligations set out in **Schedule 3** below.

5. BOROUGH COUNCIL'S COVENANTS

- 5.1 The Borough Council **HEREBY COVENANTS** with the Owner:
 - (a) **TO** issue the Planning Permission as soon as reasonably practicable following completion of this Agreement; and
 - (b) **TO** observe and perform the obligations set out in **Schedule 4** below.

6. COUNTY COUNCIL'S COVENANTS

- 6.1 The County Council **HEREBY COVENANTS** with the Owner to observe and perform the obligations set out in **Schedule 5** below.

7. CONDITIONALITY

7.1 The obligations set out in this Agreement shall only come into effect upon:

- (1) the issue of the Planning Permission; **AND**
- (2) the Commencement of Development

SAVE FOR:

- (a) the obligation set out in paragraphs 3 and 4 of Schedule 1 below which shall come into effect immediately on the completion of this Agreement; and
- (b) the obligations set out in:
 - (i) paragraph 1 of Schedule 1 below;
 - (ii) Schedule 2 below;
 - (iii) paragraph 1 of Schedule 3 belowwhich shall come into effect on the issue of the Planning Permission.

8. LOCAL LAND CHARGE

8.1 Following its completion this Agreement may be registered by the Borough Council as a local land charge in accordance with the provisions of the Local Land Charges Act 1975.

9. MONITORING FEE

9.1 The Owner shall pay the Monitoring Fee to the Borough Council **PRIOR TO** the Commencement of Development and shall not Commence the Development **UNLESS AND UNTIL** the Monitoring Fee has been paid to the Borough Council.

10. NOTICES

10.1 Any notice consent or approval required to be given in accordance with the terms of this Agreement shall be in writing and shall be delivered either personally or sent by pre-paid first-class post to the postal address given below and shall be marked for the attention of the person or persons specified below (if any) or to addressed to such other address and/or marked for the attention of such other person as that Party may from time to time specify for this purpose:

To the Borough Council	Postal Address: Rossendale Borough Council, The Business Centre, Futures Park, Bacup, Lancashire OL13 0BB
To the County Council	Postal Address: Lancashire County Council , Lancashire County Council, PO Box 100, County Hall, Preston PR1 0LD

To the Owner	Postal Address: Melba Products Limited, Stubbins Vale Mill, Stubbins Vale Road, Ramsbottom, Lancashire BL0 0NT
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11. RESOLUTION OF DISPUTES

11.1 **WITHOUT PREJUDICE** to the rights of the Borough Council and the County Council (as the case may be) to take immediate alternative action any dispute arising under this Agreement shall be referred at the instance of any Party for determination by a single expert ("the Expert") whose decision shall (**SAVE IN** the case of manifest error or fraud) be binding on the Parties.

11.2 The following provisions and terms of appointment shall apply to such disputes.

- (a) **IF** the dispute relates to transport or highway works engineering demolition or construction works **THEN** the Expert shall be a chartered engineer (having not less than fifteen (15) years' relevant experience in the public or private sector) agreed by the Parties to the dispute but in default of agreement appointed at the request of any of the Parties by or on behalf of the President from time to time of the Institution of Civil Engineers.
- (b) **IF** the dispute relates to any building within the Development or any similar matter **THEN** the Expert shall be a chartered surveyor (having not less than fifteen (15) years' relevant experience) agreed by the Parties to the dispute but in default of agreement appointed at the request of any of the Parties by or on behalf of the President from time to time of the Royal Institution of Chartered Surveyors.
- (c) **IF** the dispute relates to financial matters or matters of accounting usually and properly within the knowledge of a chartered accountant **THEN** the Expert shall be a chartered accountant (having not less than fifteen (15) years' relevant experience) agreed by the Parties to the dispute but in default of agreement appointed at the request of any of the Parties by or on behalf of the President from time to time of the Royal Institute of Chartered Accountants in England and Wales.
- (d) **IF** the dispute relates to any legal requirement or interpretation or other matter regarding this Agreement **THEN** the Expert shall be Counsel (having not less than fifteen (15) years' experience

of such matters) who shall be appointed in default of agreement between the Borough Council and the Owner by the President from time to time of the Bar Council for England and Wales or his deputy.

- (e) The charges and expenses of the Expert shall be borne equally between the Parties to the dispute unless the Expert shall otherwise direct.
- (f) The Expert shall give the Parties to the dispute an opportunity to make representations and counter-representations to him before making his decision.
- (g) The Expert shall be entitled to obtain opinions from others if he so wishes.
- (h) The Expert shall comply with any time limit or other directions agreed by the Parties to the dispute either following or before his appointment.
- (i) The Expert shall make his reasoned decision within the range of representations by the Parties to the dispute.

12. NO WAIVER OR FETTER

12.1 No waiver (whether expressed or implied) by the Borough Council and/or the County Council of any breach or default in performing or observing any of the covenants terms or conditions of this Agreement shall constitute a continuing waiver and no such waiver shall prevent the Borough Council and/or the County Council from enforcing any of the relevant terms or conditions or for acting upon any subsequent breach or default.

12.2 **NOTHING** in this Agreement shall prejudice or affect the rights, powers, duties and obligations of the Borough Council and the County Council in the exercise of their respective statutory functions in any capacity.

13. SECTION 73 CONSENT

13.1 **UNLESS OTHERWISE** required by the Borough Council **IF** a Section 73 Consent is granted by the Borough Council in relation to the Development **THEN** with effect from the date on which each Section 73 Consent is granted:

- (a) the planning obligations in this Agreement shall (in addition to continuing to bind the Site in respect of the Planning Permission) relate to and bind all subsequent Section 73 Consents and the Site itself without any further act by the Parties; and

- (b) the definitions of ***“the Development”*** and ***“the Planning Application”*** and ***“the Planning Permission”*** in this Agreement shall be construed to include references to any applications made under section 73 of the 1990 Act and the Section 73 Consent granted pursuant to any such application and the development permitted by such Section 73 Consent

PROVIDED THAT:

- (i) **NOTHING** in this clause shall fetter the discretion of the Borough Council in determining any application(s) under section 73 of the 1990 Act;
- (ii) **TO THE EXTENT** that any of the planning obligations in this Agreement have already been discharged by the date on which any Section 73 Consent is granted they shall remain discharged for the purposes of the Section 73 Consent; and
- (iii) the Parties acknowledge the Borough Council has the right to insist upon the completion of a separate planning obligation by deed of agreement in connection with any Section 73 Consent if the Borough Council (acting reasonably) considers it desirable to do so).

14. MISCELLANEOUS

14.1 **NOTHING** in this Agreement shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal to the Secretary of State) after the date of this Agreement.

14.2 **NO** person shall be liable for any breach of any of the planning obligations or other provisions of this Agreement after it shall have parted with its entire interest in the Site but **WITHOUT PREJUDICE** to liability for any subsisting breach arising prior to parting with such interest.

14.3 **INSOFAR** as any clause or clauses of this Agreement are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Agreement and insofar as reasonably practicable the Parties shall amend that clause or clauses in such reasonable manner as achieves the intention of the Parties without illegality.

14.4 This Agreement shall cease to have effect (insofar only as it has not already been complied with) **IF:**

- (a) the Planning Permission shall be quashed or revoked or otherwise withdrawn or if it is (without the consent of the Owner) modified by any statutory procedure or expires; **OR**
- (b) the Planning Permission expires before the Commencement of Development.

14.5 This Agreement shall not be binding or enforceable against any statutory undertaker or other person who acquires any part of the Site or interests therein for the purposes of the supply of electricity, gas, water, drainage, telecommunication services or public transport service.

15. LEGAL COSTS

15.1 On completion of this Agreement the Owner shall pay the legal costs reasonably and properly incurred by the Borough Council in respect of its negotiation and completion.

15.2 On completion of this Agreement the Owner shall pay the legal costs reasonably and properly incurred by the County Council in respect of its negotiation and completion.

16 VAT

16.1 All payments to be made to the Borough Council and the County Council in accordance with the terms of this Agreement shall be exclusive of VAT properly payable.

16.2 **IF** at any time VAT is or becomes payable in respect of in respect of any supply made in accordance with the terms of this Agreement **THEN** to the extent that VAT has not previously been charged in respect of that supply the Party making the supply shall have the right to issue a VAT invoice to the Party to which the supply was made and the VAT shall be paid accordingly.

17. INDEXATION

17.1 **ALL** sums referred to in the Schedules below as payable to the Borough Council and the County Council in accordance with the terms of this Agreement shall if such payments are made after the date of this Agreement be Index Linked calculated from the date of completion of this Agreement to the date on which the payment becomes due.

18. INTEREST

18.1 **WITHOUT PREJUDICE TO** the Borough Council's and County Council's rights to enforce any breaches of the terms of this Agreement **IF ANY** sum referred to in the Schedules below as payable to the Borough Council and the County Council in accordance with the terms of this Agreement is not paid on or before the date upon which it is due **THEN**

in addition to such sum and the provisions of clause 17.1 above the Owner shall pay to the Borough Council and the County Council Interest calculated from the date the payment became due until the date the payment is made.

19. THIRD PARTY RIGHTS

19.1 **NOTWITHSTANDING** the provisions of the Contracts (Rights of Third Parties) Act 1999 no part of this Agreement shall be enforceable by a person who is not a Party.

20. JURISDICTION

20.1 This Agreement and any dispute or claim arising out of or in connection with it or its matter shall be governed by and construed in accordance with the laws of England and Wales.

SCHEDULE 1

(Owner's covenants to the Borough Council & County Council)

WITHOUT PREJUDICE to any other notice required to be given in accordance with the terms of this Agreement the Owner covenant with the Borough Council and the County Council as follows:

1. **TO** provide the Borough Council and the County Council with **NOT LESS THAN** ten (10) Working Days prior notice of the intended date of the Commencement of Development.
2. **TO** notify the Borough Council and the County Council promptly and in any event within five (5) Working Days of the actual date of the Commencement of Development.
3. **TO GIVE** the Borough Council and the County Council written notice within ten (10) Working Days of any change in ownership of any of its interests in the Site occurring before all the obligations under the terms of this Agreement have been fully discharged with such notice to give details of the transferee's full name and registered office if a company (or usual address if not) together with details of the area of the Site or unit of occupation purchased by reference to an appropriate plan.
4. **TO** permit the Borough Council (and any person or persons authorised by the Borough Council) access to the Site (or any part of it) at all reasonable times on reasonable notice and in compliance with the Owner's reasonable requirements and to permit him or them to inspect the Development.

SCHEDULE 2
(Owner's covenants to the Borough Council)

The Owner covenant with the Borough Council as follows:

Monitoring Fee

1. **PRIOR TO** the Commencement of Development **TO PAY** the Monitoring Fee in full to the Borough Council.
2. **NOT TO** Commence the Development **UNLESS AND UNTIL** the Monitoring Fee has been paid in full to the Borough Council.

Off-Site Tree Planting Contribution

3. **PRIOR TO** the Commencement of Development **TO PAY** the Off-Site Tree Planting Contribution in full to the Borough Council.
4. **NOT TO** Commence the Development **UNLESS AND UNTIL** the Off-Site Tree Planting Contribution has been paid in full to the Borough Council.

SCHEDULE 3
(Owner's covenants to the County Council)

The Owner covenants with the County Council as follows:

Footpath Improvement Contribution

1. **PRIOR TO** the Commencement of Development **TO PAY** the Footpath Improvement Contribution in full to the County Council.
2. **NOT TO** Commence the Development **UNLESS AND UNTIL** the Footpath Improvement Contribution has been paid in full to the County Council.

Maintenance of footpath

3. For the avoidance of doubt (but subject to the provisions of any public path creation agreement which may subsequently be entered into between the County Council and the Owner in accordance with the provisions of section 25 of the Highways Act 1980) the Owner shall retain full responsibility for the future maintenance and repair of all sections of new footpath which are constructed on the Site as part of the Development.

Management of HGV movements

4. **ON** first Occupation and on Commencement of the Development **TO** implement and at all times thereafter during the operation of the

Development **TO** fully comply with the provisions of the Delivery & Servicing Strategy.

SCHEDULE 4
(Borough Council's covenants with the Owner)

The Borough Council covenants with the Owner as follows:

Application of Financial Contributions

1. **TO** apply the Off-Site Tree Planting Contribution received from the Owner under the terms of this Agreement for the purpose specified in this Agreement and for no other purpose.

Return of unexpended contribution

2. **ON** receipt of a written request to do so **TO PROVIDE** the Owner with a reasonable breakdown of the use of the Off-Site Tree Planting Contribution and **IN THE EVENT** it (or any part of it) has not been expended or not been contractually committed to be spent) by the fifth (5th) anniversary of the date of receipt of payment by the Borough Council **THEN** the Borough Council shall at that time repay to the Owner the balance of the Off-Site Tree Planting Contribution (if any) together with all Interest accrued on such balance.

Discharge of obligations

3. **ON** receipt of a written request from the Owner to do so **TO PROVIDE** the Owner with written confirmation of the discharge of the obligations set out in Schedule 1 and Schedule 2 above when satisfied that such obligations have been fully performed.

SCHEDULE 5
(County Council's covenants with the Owner)

The County Council covenants with the Owner as follows:

- 1 The County Council covenants not to use any part of the Footpath Improvement Contribution other than for the purposes for which it was paid (whether by the County Council or another party).
- 2 2 In the event that the Footpath Improvement Contribution has not been spent or committed for expenditure by the County Council within 10 years following the date of receipt payment at the written request of the Owner the County Council will refund to the party who paid the contribution any part of Footpath Improvement Contribution which has not been spent or committed for expenditure. If prior to the written request the contribution has been

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SITE SPECIFIC HAZARDS

IN ACCORDANCE WITH THE REQUIREMENTS OF THE CON REGULATIONS 2015 THE FOLLOWING SIGNIFICANT RESIDUAL HAZARDS HAVE NOT BEEN DEEMED OUT OF THIS PROJECT AND MUST BE TAKEN INTO CONSIDERATION BY CONTRACTORS PLANNING TO UNDERTAKE THE WORKS SHOWN ON THIS DRAWING:



SCALE

0 10 20 50 METRES

NOTES:

— PLANNING APPLICATION BOUNDARY (4.16 HECTARES)



Authorized Signatory



A 26/09/24 RED BOUNDARY UPDATED. DB
REV. DATE NOTES INIT.

CLIENT / PROJECT
MELBA SWINTEX
MAYFIELD CHICKS SITE,
ROSSENDALE
DRAWING TITLE
SITE LOCATION PLAN

STATUS
PLANNING

DATE SEP'24 DRAWN DB SCALE @ A2 1:1250

PROJECT NUMBER	UNIT / BLOCK	CI / SFB CODE	TYPE & NUMBER	REVISION LETTER
11637			PL01	A

Site Location Plans	L	GA Plans	P	Elevations	E
Sections	S	Details	D	Profile Colour	C

THE RATCLIFFE GROVES PARTNERSHIP
MANCHESTER
165 MANCHESTER ROAD
BURY, LANCASHIRE BL9 8TD
T. 0161 797 6000 E. manchester@rgpuk.com
www.rgpuk.com

LONDON
19 BEDFORD ROW
LONDON WC1R 4EB
T. 020 7650 6666 E. london@rgpuk.com



committed for expenditure it will be deemed to have been spent prior to the end of the 10 year period.

Annex A

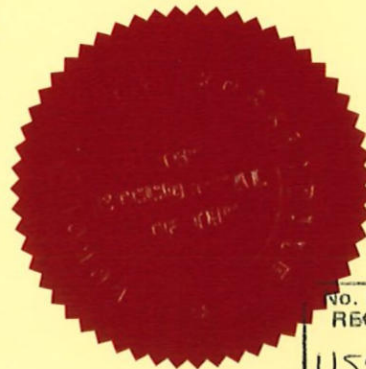
Site Location Plan

IN WITNESS whereof the Parties have executed this Agreement as a Deed on the day and year first before written.

EXECUTED as a DEED by affixing THE COMMON)
SEAL of ROSSENDALE BOROUGH COUNCIL in)
the presence of:)

[Redacted Signature]

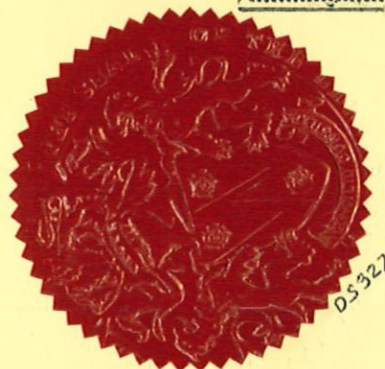
Authorised Signatory



EXECUTED as a DEED by affixing THE COMMON)
SEAL of LANCASHIRE COUNTY COUNCIL in)
the presence of:)

[Redacted Signature]

Authorised Signatory



EXECUTED as a DEED by MELBA PRODUCTS LIMITED)
acting by two Directors or by one Director and the Company)
Secretary)

Signed: ... [Redacted Signature]
Director

Signed: ... [Redacted Signature]
Director / Company Secretary

