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St George's House
Defence Infrastructure Organisation
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Lichfield, Staffordshire
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E-mail: diosec-parli@mod.gov.uk www.gov.uk/DIO

16 August 2022

Ref. FOI 2022/08905

Dear

Thank you for your email of 23 July 2022 requesting the following information:

"Please can a copy of the lease agreement for Castle Armoury Reserve (Bury, Greater Manchester) centre be shared with me and any covenants relating to the maintenance and ownership of responsibilities at the site between the MoD/NWRFCA/Board of Trustees for the site."

I am treating your correspondence as a request for information under the Freedom of Information Act 2000 (FOIA).

A search for the information has now been completed within the Ministry of Defence (MOD) and I can confirm that all the information in scope of your request is held and can be found at Annex A.

Under Section 16 of the Act (Advice and Assistance) you may find it helpful to know that DIO does not hold any covenants relating to the maintenance and ownership of responsibilities at the site between MOD, NWRFCA and the Board of Trustees for the site.

If you have any queries regarding the content of this letter, please contact this office in the first instance.

If you wish to complain about the handling of your request, or the content of this response, you can request an independent internal review by contacting the Information Rights Compliance team, Ground Floor, MOD Main Building, Whitehall, SW1A 2HB (e-mail CIO-FOI-IR@mod.gov.uk). Please note that any request for an internal review should be made in writing within 40 working days of the date of this response.

If you remain dissatisfied following an internal review, you may raise your complaint directly to the Information Commissioner under the provisions of Section 50 of the Freedom of Information Act. Please note that the Information Commissioner will not normally investigate your case until the MOD internal review process has been completed. The Information Commissioner can be contacted at: Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, Cheshire, SK9 5AF. Further details of the role and powers of the Information Commissioner can be found on the Commissioner's website at https://ico.org.uk/.

Yours sincerely,

DIO Secretariat

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day of Decreed in One Thousand Eight Hundred and bush with and further THE RIGHT HONORABLE EDWARD GEOFFREY BARL OF DERBY, of the offer Part, and further and further and bush and further and further the state of the charge of the charge of the other Part, and the formation of the other Part, and about a feeling the company of the other Part, and assigns, who are personalter designated by the term "the Lesses," (which term shall include not only the original bessee but also their Edwards Themislatesteers and licensed Assigns,) The said Gard Both hereby demise unto the Lesses still that the free of Country the original bessee that the free of Country the original bessee that the free of Country the original bessees that the free of Country the original bessees the said that the free of the free of Country the original bessees the free of Country that the free of Country the original bessees and licenses that the free of the free of the formation of the free of the formation of the f

is the same is described and marked out in its dimensions and extent in the Plan drawn on these Presents. Cogeflex with all Rights, Easements, Privileges and Appurtenances to the said Hereditaments appertaining. Excepting and reserving nevertheless out of this Demise all Clay, Marl, Brick-earth, Gravel, Stone, Sand, and all Coal, Metallic and other Minerals whatsoever, together with power for the said Earl, his Heirs and Assigns, to get and dispose of the same at pleasure. All all all accepting and reserving out of this Demise the free passage of Water and Soil from all other Hereditaments of the said Earl, his Heirs, Assigns by Tenants, through all Drains or Channels (if any) now existing on the demised Premises, and through all future Drains and Chainlels to be hereafter made, and which it shall be lawful for the said Earl, his Heirs and Assigns to make through any part of the demised Premises, whereon there shall not stand any Buildings, and so that all damage caused thereby to any part of the demised Premises be made good or compensated for by the said Earl, his Heirs or Assigns. To Make anthe to Molt the said Premises hereby demised unto the Lessees, from the Tuenty-fourth Day of December, One Thousand Eight Hundred and Light House of all deductions, by equal half-yearly payments, upon the Tenthy fourth Day of June and the Newty-fourth Day of June and the Right Hundred and Assigns, the yearly Rent of Make the June of June, One Thousand Eight Hundred and Assigns than Bervice at the Court of the said Earl, for his Manor of Make Hundred and Assigns the said Earl, or his Manor of Make the said Earl, for his Manor of Make the said Earl, for his Manor of

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Administrates and Assigns, doth hereby covenant with the said Earl, his Heirs and Assigns, that the Lesgees will per to the said Earl, his Heirs and Assigns, the said yearly Rent hereinbefore reserved on the days and in manner aforessid. And also will during the said Term, pay the Land Tax and all other Taxes, Rates, Duties, Assessments and Outgoings whatsoever, whether Parliamentary, Parchible or otherwise, which now are or at any time during the said Term shall be charged or imposed upon, or shall become payable in respect of the said demised Promises, or which shall be charged or imposed upon the said Earl, his or shall become payable in respect of the said demised Promises, or which shall be charged or imposed upon the said Earl, his Heirs or Assigns, in respect the said demised Promises, or any other Local Authority which now has or at any time hereafter. Occaprate Body which may be kereafter constituted, or any other Local Authority which now has or at any time hereafter, during the said Term, shall or may have or claim jurisdiction within the district or place in which the said demised Premises, or upon the Owner, Lessees or Tenant thereof, for or in respect of the formation or impose upon the said demised Premises, or other Improvements or Works whatsoever on or abutting upon or in connection with the said demised Premises, or any part thereof.

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Mno further, that the Lessees will not dig for or get on the said demised Premises any Clay, Mari, Brick-earth, Gravel, Stone, Sand, or other Materials, and will not make any Bricks on the said demised Premises, without the previous consent in writing of the said Earl, his Hairs or Assigns, or his or their Agent for the time being. And also that the Lessees shall and will, within three years from the date hereof, erect, build, cover in, and complete in a good, substantial and workmanlike manner, and with good Materials, upon the said Land hereby demised, one or more Dwelling-houses of Brick or Stone, to be comented with Mortar and roofed with Slate and fit for babitation in overy particular, the fair letting value of each of which, at the time of crection, shall be not less than ______ Pounds per annum; and such Dwelling-houses respectively, and all Outbuildings on the said segment Premises shall be creeted in accordance with a Plan or Plans to be first approved in writing by the said Earl, his Heirs of Assigns, or his or their Agent for the time being. Man that the Lessess will not erect, or permit to be erected, upon the Land hereby demised, any Dwelling-house or other Building, otherwise than in accordance with a Plan to be first approved as aforesaid, and will not permit any such Dwelling house or other Building, when so erected as aforesaid, to be altered without the previous consent, in writing, of the said Earl, his Heirs or Assigns, or his or their Agent for the time being. And will not creet any Dwelling-house or other Building for habitation, during the said Term, on any part of the said demised Premises, fronting to any back Street, or in any other manner than fronting to a main Street. And algo that the Lessees will well and sufficiently enclose the separate Yards attached to each Dwelling-house with Brick or Stone Walls, not less than seven feet high, covered with a good Stone Coping, and shall erect within such Yards respectively, in the best situation and to the satisfaction of the said Earl, his Heirs or Assigns, or his or their Agent for the time being, suitable Privies, Ashpits and other necessary Conveniences for the Occupiers of each of the said Dwelling houses. And also will, on demand, pay to the said Earl, his Heirs or Assigns, one-half of the cost of forming, soughing, paving, and otherwise making and completing all such Streets as shall about on any of the Boundaries of the said demised Premises, and one-half of the cost of keeping the same Streets and Soughs, when duly formed and made, in good order and repair during the said Term, and the entire cost of forming, soughing, paving, and otherwise making and completing all such Streets as shall pass through and be wholly included within the said demised Premises, and of keeping the same Streets and Sought, when duly formed and made, in good order and repair during the said Term. And in default of payment thereof, on demand, the amount covenanted seld so aforestid may be recovered by the said Barl, his Fieirs or Assigns, by distress upon the said demised Premises, se for Rent in arrear, but without prejudice to the Right to re-enter under the Provise in that behalf hereinafter contained. And the said Streets and Soughs shall from time to time, be laid out and constructed by or under the direction of the said Esri, his Heirs or Assigns, or his or their Agent for the time being. And also that the Lessees will at all times, during the said Term, keep all the Buildings which now are or shall hereafter be creeted or standing upon the said demised Premises, and their respective Appurtenances, in good temental le repear and condition, in all respects whetsoever, and will empty and cleanse all Drains, Watercourses and Cesspools, on the said demixed Fremises, as often as occasion shall require, and at the expiration or sooner determination of the said Term, shall leave the same in such repair and condition, and so emptied and cleansed respectively. . And will also contribute and pay towards curptying, cleansing and repairing all Drains and Watercourses used by the Lessess in common with the Occupiers of any other Hereditaments, a fair proportion of the Expenses thereof, according to the proportionate yearly value of the several Hereditaments, in connecton wherewith such Drains and Watercourses may be used. And further that it shall be lawful for the said Earl, his Heirs and Assigns, or his or their Agent for the time being, and for any other Person or Persons authorized by the said Earl, his Heirs or Assigns, or his or their Agent, from time to time during the said Term, at discretion, to cuter into and upon the demised Premises and any Buildings thereon, to examine the state of repair and the defects and want of reparation in and about the same, and of such defects and wants of reperation to leave Notice in writing on the said demised Premises, and that the Lessees will, within three calendar months after such Notice left, well and sufficiently repair and make good all such defects and wants of reparation of which such Notice shall have been left as aforesaid, and in default thereof the same may be immediately repaired or made good by order of the said Earl, his Heirs or Assigns, or his or their Agent for the time being, and the Costs and Expenses attending the same shall be repaid by the said Lessees on demand, and in default thereof the amount of all such Costs and 1930-68

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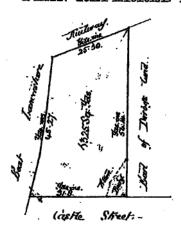
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Expenses may be recovered by the said Earl, his Heirs or Assigns, by Distress upon the said demised Premises, as for Reat in arrear, but without prejudice to the Right to re-enter under the Proviso in that behalf hereinafter contained. And further that the Lessees will not assign the said demised Premises, or any part thereof, or underlet the same, or any part thereof, for any Term, except from year to year, without the previous consent, in writing, of the said Earl, his Heirs or Assigns, or his or their Agent for. the time being. And will not, without such consent as aforesaid, carry on, or permit to be carried on, upon the demised Premises, the Trade, Business or Employment of a Vintner, Distiller, Alchouse, Tavern or Coffee house Keeper, Retailer of Ale or Beer, or any Trade, Occupation, Manufacture, Business or Employment, shich may, by the said Earl, his Heirs or Assigns, be considered as noisome or offensive to the Public or to the Naighbourhood. And will not, without such consent as aforesaid, erect or use, or permit to be erected or used upon the said demised Premises, or any part thereof, any Steam or other Engine, or any Machinery, Shafting or other Apparatus, which shall be turned or moved by Steam Power. And will, at the expiration, or other sooner determination of the said Term hereby granted, peaceably and quietly yield up unto the said Earl, his Heirs or Assigns, all the said demised Premises, with all Buildings now erected or hereafter to he exceted thereon, and in such repair and condition as aforesaid. And will at the expense of the Lesses, at all times during the said Term, keep insured all the Buildings now standing or hereafter to be erected upon the said demised Premises, from loss or damage by Fire, in some good Insurance Office, to be approved by the said Earl, his Heirs or Assigns, or his or their Agent for the time being, in an amount of at least two-thirds of the value of such Buildings, and will duly pay all Premiums and other Sums eyable for keeping such Insurance on foot, and will from time to time, during the said Term, when heretinto requested, produce to the said Earl, his Heirs or Assigns, or his or their Agent, the Policy of such Insurance, and also the Receipt for the payment of the Premium and Duty thereon, for the then current year. And will immediately after any accident by Fire to the said demised Premises, expend the Money to be received by virtue of such Insurance, in rebuilding or repairing the said Premises, as the case may require. Broutect always, and these Presents are upon this condition, that if, and whenever the said yearly Rent, or any part thereof shall be in arrear for thirty days, whether the same shall have been lagally demanded or not, and if, and whenever there shall be a breach or nonperformance or nonobservance of any of the Covenants, by the Lessees, hereinbefore contained, the said Earl, his Heirs and Assigns, may re-enter upon the said domised Premises, or any part thereof, in the name of the whole, and thereupon the said Term hereby granted shall absolutely determine. 3nd the said Earl doth hereby for himself, his Heirs, Executors and Administrators, covenant with the Lessees, that the Lessees paying the said Rent, and performing the said Suit and Service, and performing and observing all the Covenants herein contained, on their part to be performed and observed, may during the said Term, hold and enjoy the said demised Premises, without any lawful interruption by the said Earl, his Heirs or Assigns, or any person lawfully claiming through him or them. In Continens, whereof, the said Parties to these Presents have hereunto interchangeably set their Hands and Seals the Day and Year first above written.

SIGNED, SEALED, and Delivered in the Presence of

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