

Dated

2025

ROCHDALE BOROUGH COUNCIL

and

GLP TROWS LLP

and

WILLIAM DAVID CYRIL THOMPSON & LOUISE JANE THOMPSON

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

Land South of Cowm Top, Castleton

Application Ref: 22/01190/FUL

Contents

Clause	Page
1. DEFINITIONS AND INTERPRETATION.....	2
2. STATUTORY BASIS	7
3. CONDITIONS PRECEDENT	8
4. COVENANTS & DECLARATIONS	8
5. EXCLUSIONS & RELEASE	8
6. REGISTRATION.....	9
7. NON-FETTER & WAIVER	9
8. VAT	9
9. SEVERABILITY	9
10. CHANGE OF OWNERSHIP	9
11. DISPUTES	10
12. FUTURE PERMISSIONS	11
13. DUTY TO ACT REASONABLY	12
14. INDEXATION.....	12
15. INTEREST ON LATE PAYMENTS	12
16. THIRD PARTY RIGHTS	12
17. NOTICES	12
18. COSTS.....	13
19. JURISDICTION	13
Schedule 1 – Plans	14
Schedule 2 – Draft Planning Permission	15
Schedule 3 – Public Open Space.....	16
Schedule 4 – Financial Contributions	19
Schedule 5 – Travel Plan	20
Schedule 6 – Sustainable Drainage Systems.....	20
Schedule 7 – Council's Covenants (General)	21

BETWEEN

- (1) **ROCHDALE BOROUGH COUNCIL** of Number One Riverside, Smith Street, Rochdale OL16 1XU (**the Council**);
- (2) **GLP TROWS LLP** (LLP Reg: OC19564) of Ollerbarrow House, 209-211 Ashely Road, Hale, Altrincham WA15 9SQ (**the Owner**); and
- (3) **WILLIAM DAVID CYRIL THOMPSON and LOUISE JANE THOMPSON** of 1 Park Row, Leeds LS1 5AB (**the Mortgagee**)

BACKGROUND

- (A) For the purposes of the 1990 Act the Council is the local planning authority for the area in which the Site is situated and by whom the Planning Obligations in this Deed are enforceable.
- (B) The Owner is the registered freehold proprietor of those parts of the Site which are registered at HM Land Registry under Title Numbers MAN280018, GM240090 and GM174265 (**the Owner's Land**).
- (C) The Site also comprises the freehold title registered at HM Land Registry under Title Number MAN424175 (the Mortgagee's Land) and shown on Plan 3. The parties agree that the obligations set out in this Deed shall not be enforceable against the Mortgagee's Land due to it being de-minimis.
- (D) The Mortgagee is party to this Deed as the beneficiary of a registered charge dated 4 August 2021 with reference GM174265 which is registered against Title Numbers MAN280018, GM240090 and GM174265 of the Owner's Land.
- (E) The Application has been submitted to the Council seeking planning permission for the Development.
- (F) The Council resolved on 28 February 2025 to grant the Planning Permission subject to the prior completion of this Deed.
- (G) The parties by entering into this Deed do so to create planning obligations in respect of the Site pursuant to section 106 of the 1990 Act and agree to be bound by and to observe and perform the covenants agreements conditions and stipulations hereinafter contained.

OPERATIVE PROVISIONS

1. DEFINITIONS AND INTERPRETATION

1.1. In this Deed the following expressions have the following meanings:

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

	2025 (or as redefined by any amendment, replacement or re-enactment thereof).
Affordable Housing Contribution	the sum of £3,009,250.00 (three million nine thousand two hundred and fifty pounds) to be paid by the Owner to the Council as a contribution towards the provision of Affordable Housing within the Council's administrative area.
Application	the application for planning permission for the Development which was validated by the Council on 14 October 2022 under reference number 22/01190/FUL.
Base Appraisal	means the Land south of Cowm Top, Rochdale Viability Assessment Executive Summary dated January 2025 by Roger Hannah
BNG Contribution	a sum of £740,750.00 (seven hundred and forty thousand seven hundred and fifty pounds) to be paid by the Owner to the Council as a contribution towards biodiversity enhancement measures required as a consequence of the Development.
Commencement of Development	the date upon which the Development is begun by the carrying out on the Site pursuant to the Planning Permission of a material operation as specified in section 56(4) of the 1990 Act SAVE THAT for the purposes of this Deed the term 'material operation' shall not include any operations undertaken in connection with or associated with demolition, site clearance, archaeological investigations, investigations for the purpose of assessing ground conditions, remediation works, environmental investigation, site and soil surveys, diversion and laying of services, erection of a contractor's work compound, erection of a site office, erection of fencing to the site boundary and/or the temporary display of site notices or advertisements and Commence Development shall be construed accordingly.
Committed	means monies shall be deemed to have been committed if the Council has entered into any contract or given any undertaking (whether enforceable in law or otherwise) the performance or fulfilment of which will require the Council to expend funds in the future and such monies are so expended no later than 12 (twelve) months beyond the specified repayment date;

Contribution	any one of the financial contributions required (or which may be required) to be paid by the Owner to the Council pursuant to a Schedule to this Deed.
Default Interest Rate	4% per annum above the base rate from time to time of the Bank of England.
Development	the development of the Site comprising residential development of up to 445 dwellings with associated access, car parking, landscaping and infrastructure as described in the Application.
Dwelling	a residential unit that may be built on the Site as part of the Development.
Expert	a person of at least 10 years post qualification continual and continuing experience in the subject matter of the dispute.
Extra Contribution	a financial contribution equivalent to the Surplus to be paid by the Owner to the Council only in the circumstances prescribed at paragraph 7 of Schedule 6 and to be applied by the Council towards: • off-site affordable housing; • primary education; • secondary education; • outdoor sports provision; • sustainable public transport; • biodiversity enhancement; within the Council's administrative area;
Index	the BCIS All-In Tender Price Index.
Index Linked	increased in accordance with the following formula: Amount payable = the figure specified in this Deed x (A/B) where: A = the figure for the Index that applied immediately preceding the date the payment is due; and B = the figure for the Index that applied when that index was last published prior to the date of this Deed (or prior to the date of calculation where this

Deed provides for a figure to be calculated at a later point in time).

Management Company

a limited company or companies registered at Companies House which may already be in existence or which may be formed by the Owner for the purposes carrying out future management and maintenance of the Public Open Space and/or the SuDS and:

- (a) which is incorporated in England and Wales;
- (b) which has its registered office in England or Wales; and
- (c) whose primary objects permit it to maintain and renew the Public Open Space and/or the SuDS.

For the avoidance of doubt it is agreed that there may be more than one management company across the Site as a whole and/or different management companies responsible for the SuDS and the Public Open Space.

Monitoring Fees

means the sum of £4000 (four thousand pounds) to meet the Councils administrative costs of monitoring compliance with the obligations of this agreement.

Mortgagee's Land

means that part of the Site which is registered at HM Land Registry under Title Number MAN424175 and shown on Plan 3

Occupy

means to occupy for the purposes permitted by the Planning Permission but not including occupation by personnel engaged in construction, fitting out or decoration, marketing, display or security of the Development.

Phase

a phase of the Development as shown on Plan 2

Plan 1

the plan titled "Red Edge Plan" attached to this Deed at Schedule 1 with drawing reference TROWS/P/P00 rev A.

Plan 2

the plan titled "Phasing and Delivery Plan" attached to this Deed at Schedule 1 with drawing reference H8544-BAH-XX-XX-DR-UD-201100 Rev P01.

Plan 3

the Land Registry Plan for the Mortgagee's Land

Planning Obligations	the obligations, conditions and stipulations set out in Schedules 3 – 6 (inclusive) of this Deed.
Planning Permission	a planning permission granted by the Council pursuant to the Application substantively in the form annexed at Schedule 2.
Public Open Space	on-site public open space to be provided as part of the Development.
Public Open Space Scheme	a scheme identifying the detailed arrangements for the design, management and maintenance of the Public Open Space to be approved in accordance with paragraph 1.1 and 1.2 of Schedule 3.
Site	the land against which the obligations contained in this Deed may be enforced SAVE FOR the Mortgagee's Land and which is shown edged red on Plan 1.
Statutory Undertaker	any company corporation board or authority at the date of this Deed authorised by statute to carry on an undertaking for the supply of telephone or television communications, electricity, gas, water, or drainage and any authorised successor to any such undertaking.
SuDS	means the sustainable urban drainage systems to be provided by the Owner as part of the Development.
SuDS Maintenance and Management Plan	means the detailed management plan or plans setting out measures to be undertaken to ensure SuDS are properly maintained and managed, approved by the Council pursuant to the relevant conditions attached to the Planning Permission.
Surplus	any surplus revenue as identified and calculated in accordance with the Viability Re-Appraisal.
Surplus Cap	£ 10,619,794.78 (ten million six hundred and nineteen thousand and seven hundred and ninety four pounds and seventy eight pence).
Viability Re-Appraisal	an open book re-appraisal of the Base Appraisal to take into account actual costs incurred and sales realised to date and to update any estimates of future costs, sales and receipts. carried out in substantially the same format as the Baseline Viability Appraisal and assessed in accordance with the latest RICs guidance Financial viability in planning: conduct and reporting

Viability Re-Appraisal Costs Sum means the sum of £10,000 (ten thousand pounds) to be expended by the Council on the engagement of external consultants tasked with assessing the Viability Re-Appraisal submitted to the Council by the Owner

Working Day any day from Monday to Friday inclusive which is not Christmas Day, Boxing Day, Good Friday, Easter Monday or a Statutory Bank Holiday.

- 1.2. Reference in this Deed to any enactment shall be construed as a reference to that enactment as amended extended or re-enacted by or under any other enactment and shall include all instruments orders and regulations for the time being made, issued or given under that enactment.
- 1.3. References to clauses paragraphs and schedules are references to clauses paragraphs and schedules in this Deed.
- 1.4. Words importing one gender shall be construed as importing any gender and words importing the singular shall be construed as importing the plural and vice versa.
- 1.5. Any words denoting natural person shall include legal persons and vice versa.
- 1.6. The expression "the Owner" shall include its respective successors in title and assigns.
- 1.7. The expression "the Council" shall include any successor authority to its statutory functions under the 1990 Act.
- 1.8. Where a covenant, restriction or requirement is expressed to be given by more than one party, or where a party is comprised of more than one person, liability for such covenant, restriction or requirement shall be joint and several.
- 1.9. Clause headings and the contents list shall not affect the construction of this Deed.
- 1.10. Any phrase introduced by the terms 'including' 'include' 'in particular' or any similar expression and shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 1.11. Any covenant by the Owner or the Council not to do any act or thing includes a covenant not to permit or allow the doing of that act or thing.
- 1.12. Where any details, scheme, strategy or plan is required to be submitted for approval under this Deed and such approval is obtained, unless expressly stated otherwise nothing in this Deed shall prevent such details, scheme, strategy or plan from being resubmitted or amended by agreement between the Owner and the Council.

2. STATUTORY BASIS

- 2.1. This Deed is made pursuant to section 106 of the 1990 Act and binds the Site SAVE FOR the Mortgagee's Land and as such is enforceable pursuant to section 106(3) of the 1990 Act against the Owner and any person claiming or deriving title to the Site (or any part or parts thereof) through or under the Owner as if that person had been an original covenanting party to this Deed.

2.2. This Deed is enforceable by the Council as the local planning authority for the purposes of the 1990 Act.

2.3. To the extent that the covenants, restrictions and requirements in this Deed are not made under section 106 of the 1990 Act they are made under section 1 of the Localism Act 2011 and section 111 of the Local Government Act 1972 and all other powers so enabling.

3. **CONDITIONS PRECEDENT**

3.1. This Deed is conditional upon the grant of the Planning Permission.

3.2. Clause 4 below is further conditional upon the Commencement of Development.

4. **COVENANTS & DECLARATIONS**

4.1. The Owner covenant with the Council to comply with the Planning Obligations.

4.2. The Council covenants with the Owner to comply with the provisions of Schedule 7.

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

5. **EXCLUSIONS & RELEASE**

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

5.1.1. after it has parted with its interest in the Site or the part in respect of which such breach occurs (but without prejudice to liability for any subsisting breach prior to parting with such interest);

5.1.2. if it is a Statutory Undertaker which has an interest in any part of the Site for the purposes of its undertaking; or

5.1.3. if that party is an owner or occupier of an individual Dwelling.

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

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

- 5.4. No obligation in this Deed shall be binding on or enforceable against the Mortgagee's Land including its assignees or successors in title.

6. **REGISTRATION**

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

- 6.2. Following either:

6.2.1. the performance and satisfaction of all the Planning Obligations contained in this Deed; or

6.2.2. the determination of this Deed in accordance with Clause 5.2;

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

7. **NON-FETTER & WAIVER**

- 7.1. Nothing in this Deed restricts or is intended to restrict the proper exercise at any time by the Council of any of its statutory powers, functions or discretions.

- 7.2. No waiver (whether expressed or implied) by the Council of any breach or default in performing or observing any of the covenants, terms or conditions of this Deed shall constitute a continuing waiver and no such waiver shall prevent the Council from enforcing any of the relevant terms or conditions or from acting upon any subsequent breach or default.

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

8. **VAT**

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

9. **SEVERABILITY**

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

10. **CHANGE OF OWNERSHIP**

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

Dwelling or to the disposal of part of the Site to a Statutory Undertaker for the purposes of its undertaking.

11. DISPUTES

- 11.1. Where the agreement, approval, consent or expression of satisfaction is required by any party under the terms of this Deed such agreement, approval, consent or expression of satisfaction shall not be unreasonably withheld or delayed.
- 11.2. Any dispute or disagreement arising under this Deed which has been identified by notice in writing by one party to the other(s) and which has not been resolved within 20 Working Days (or such other period as may be agreed or specified in this agreement) of the date of receipt by the other party(s) of such written notice may be referred at the instance of any party for determination by an Expert whose decision (except in cases of manifest error or fraud) shall be final and binding on the parties.
- 11.3. The following provisions and terms of appointment shall apply to such disputes or disagreements:-
 - 11.3.1. the Expert shall be agreed between the parties or, in default of agreement within 10 Working Days of receipt of the notice in Clause 11.2 above, shall be appointed or identified by the following persons:
 - 11.3.1.1. in the case of disputes relating to land or valuation matters the President of the Royal Institution of Chartered Surveyors;
 - 11.3.1.2. in the case of disputes relating to planning or design matters the President of the Royal Town Planning Institute; or
 - 11.3.1.3. in the case of any other dispute the President of the Bar Council.
 - 11.3.2. the Expert shall act as an expert and not as an arbitrator
 - 11.3.3. the Expert shall be required to give notice of their appointment to each of the parties (**Expert's Notice**) and thereafter:
 - 11.3.3.1. the persons calling for the determination shall make written submissions to the Expert and the other parties within 20 Working Days of receipt of the Expert's Notice;
 - 11.3.3.2. the other parties shall have 20 Working Days from the receipt of such written submission (or such extended period as the Expert shall allow) to respond;
 - 11.3.3.3. the Expert shall disregard any representations made out of this time; and
 - 11.3.3.4. the Expert may request further information or documentation and the parties shall comply with any requests by the Expert for further information or documentation within a reasonable time;

- 11.3.3.5. to the extent not provided for by this clause the Expert may in their reasonable discretion determine such other procedures to assist with the conduct of the determination as they consider just or appropriate including (to the extent considered necessary) instructing professional advisers to assist them in reaching their determination
- 11.3.4. the Expert shall make his decision within 20 Working Days of the close of the period for submissions of written representations;
- 11.3.5. the Expert's decision shall be in writing and shall give reasons for the decision; and
- 11.3.6. each party shall bear its own costs and the Expert's costs will be payable in the determination of the Expert.
- 11.4. The decision of the Expert shall be binding on the parties.
- 11.5. If the Expert dies or becomes unwilling or incapable of acting, or does not deliver the decision within the time required by this clause then:
 - 11.5.1. either party may apply to the relevant body as per Clause 11.3.1 to discharge the Expert and appoint a replacement Expert with the required expertise; and
 - 11.5.2. Clause 11.3 shall apply to the new Expert as if they were the first Expert appointed

12. **FUTURE PERMISSIONS**

- 12.1. In the event that an application is made pursuant to Section 73 or Section 73B of the 1990 Act for an amendment to the Planning Permission and a planning permission is granted in respect of that application then:
 - 12.1.1. references to "Planning Permission" in this Deed shall thereafter be deemed to include both the Planning Permission and the new planning permission granted pursuant to Section 73 or Section 73B of the Act; and
 - 12.1.2. this Deed shall apply to and remain in full force in respect of both the Planning Permission and that new planning permission without the need for a further agreement to be entered into pursuant to Section 106 of the Act unless required to do so by the Council

in each case **PROVIDED THAT:**

- 12.1.3. nothing in this Clause 12 shall fetter the discretion of the Council in determining any application(s) under Section 73 or Section 73B of the 1990 Act or in requiring new or varied planning obligations whether by way of a new or supplemental deed pursuant to Section 106 and/or Section 106A of the 1990 Act; and
- 12.1.4. to the extent that any of the Planning Obligations have been discharged in respect of the original Planning Permission nothing shall require the Owner

to comply with that obligation again in respect of a planning permission granted under Section 73 or Section 73B of the 1990 Act.

13. DUTY TO ACT REASONABLY

- 13.1. All parties to this Deed acknowledge that they are under a duty to act reasonably and (without prejudice to generality) if any agreement, consent, approval or expression of satisfaction is due by one party to another under the terms of this Deed the same shall not be unreasonably withheld or delayed.
- 13.2. The Council covenants that where any details, scheme, strategy or plan is submitted for its approval under this Deed it shall act reasonably and not unreasonably withhold or delay its approval.

14. INDEXATION

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

15. INTEREST ON LATE PAYMENTS

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

16. THIRD PARTY RIGHTS

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

17. NOTICES

- 17.1. Any notice given to a party under or in connection with this agreement shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case).
- 17.2. Any notice shall be deemed to have been received:
- 17.2.1. if delivered by hand, at the time the notice is left at the proper address; or
- 17.2.2. if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Working Day after posting.
- 17.3. This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

18. **COSTS**

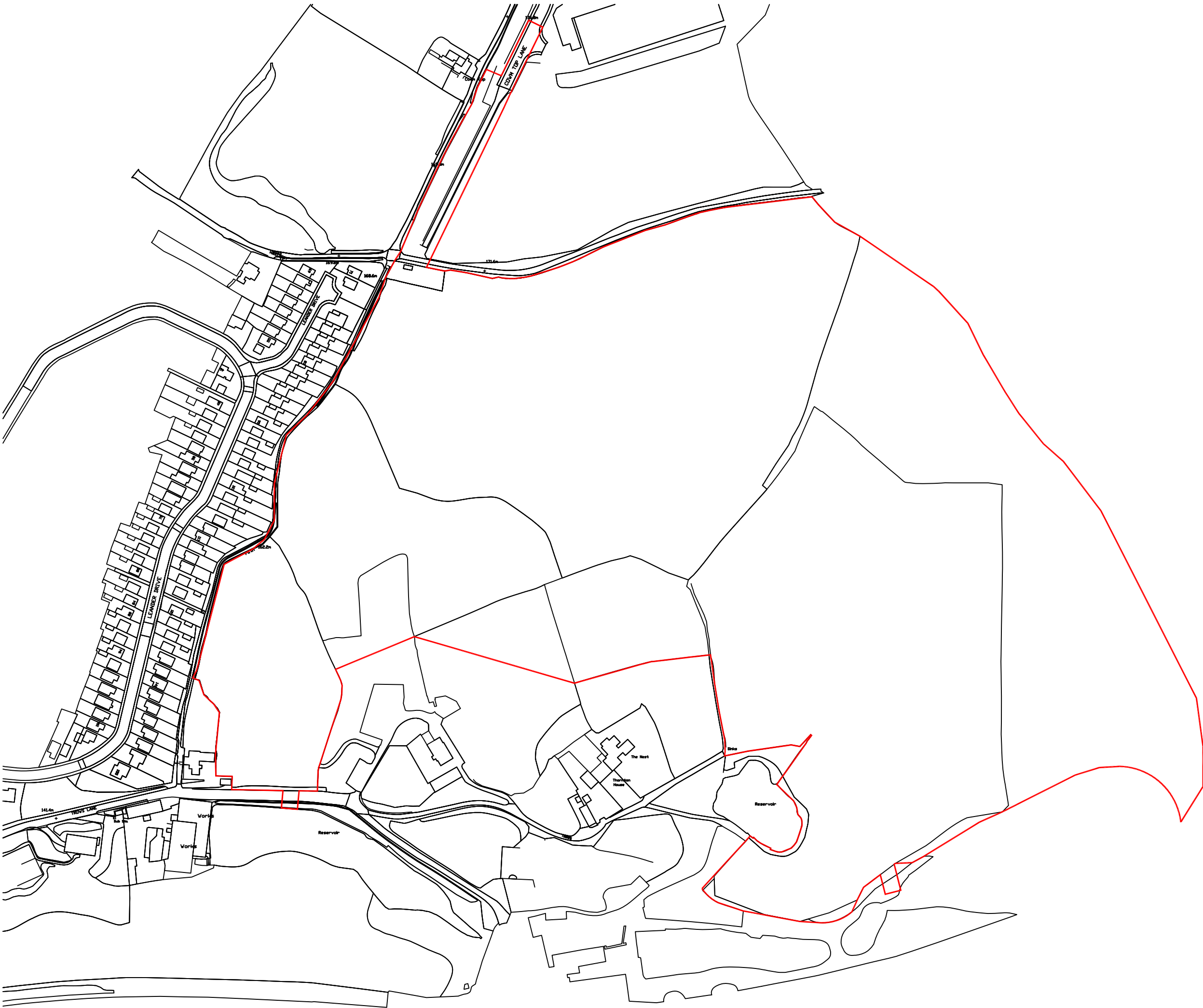
- 18.1. The Council acknowledges that the Owner has prior to the date of this Deed paid the reasonable legal costs of the Council incurred in the preparation, negotiation and completion of this Deed.
- 18.2. The Owner will pay to the Council a monitoring fee in the sum of £4000 on or prior to the Commencement of Development to be used by the Council towards the costs of monitoring compliance with the terms of this Deed.

19. **JURISDICTION**

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

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

Schedule 1 – Plans



A		Sub A		SCP layout		13,02	
Job COWM TOP LANE CASTLETON							
Title RED EDGE PLAN							
Design By		Date		Drawing Number		Rev	
JSM		28.08.20					
Drawn By		Scale @ A3		TROWS/P/P00		A	
JR		1:2500					

Warning to House Purchasers
Buyers are advised that this is a working drawing and the contents of this drawing may be subject to change during the build process. The layout, form, content, and dimensions specified are included for general guidance only. Features or fixtures shown may differ in respect of individual properties. Whilst we make every effort to ensure our drawings are up to date there may from time to time be an unavoidable need to update these due to changes in regulations and/or planning. Purchasers are advised to check with Sales Advisor whether any alterations have been made to this drawing. The contents of this drawing do not constitute a contract, part of any contract or warranty unless specifically incorporated into the contract. They should not be relied upon for the purposes of entering into a contract to purchase any property.

- Phase1 Roads & Sewers
- Phase2A Roads & Sewers
- Phase2B Roads & Sewers
- Phase3 Roads & Sewers
- Phase4 Roads & Sewers
- Phase5 Roads & Sewers
- Phase6 Roads & Sewers

- Phase1 House Build & Landscaping
- Phase2A House Build & Landscaping
- Phase2B House Build & Landscaping
- Phase3 House Build & Landscaping
- Phase4 House Build & Landscaping
- Phase5 House Build & Landscaping
- Phase6 House Build & Landscaping

- Phase1 Play Areas & Footpaths
- Phase2 Play Areas & Footpaths

Notes:

1. Phasing and delivery plan is preliminary and for information only. Actual phasing and delivery may necessitate minor changes dependent upon remediation, ground conditions, ecological constraints, plots sales and possibly other external constraints.
2. This phasing plan is not fixed to any particular programme for delivery. This phasing plan is intended only to give an indication of build routes and sequences. The phasing shown is relative only to previous or subsequent phases.

Overhead Electric Cables cannot be diverted until phase 3 roads and sewers have been installed.

Phase4 cannot be commenced until Phase3 Roads have been completed and the overhead electric cable diverted into Phase3 Roads.

Phase1 Play Areas and Footpaths to be completed prior to the 250th plot completion

Phase 1 Landscaping to be completed prior to first plot completion (excluding paths and play areas).

Phase1 Play Areas and Footpaths to be completed prior to the 250th plot completion

Phase1 Play Areas and Footpaths to be completed prior to the 250th plot completion

Phase 1 Landscaping to be completed prior to first plot completion (excluding paths and play areas).

Phase1 Play Areas and Footpaths to be completed prior to the 250th plot completion

Phase2 Play Area to be completed prior to the final plot completion

Revision	P01 Updated to new planning layout Rev P05.	03/01/25	SPG
Revision	Description	Date	Design By

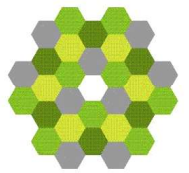
Project: Cowm Top, Rochdale			
Description: Phasing and Delivery Plan			
Drawn By: SPG	Date: Aug 24	Scale of A0: NTS	Revision: P01
Project: H8544 - BAH	Phase: XX	Sheet: -XX-DR-UD-	Volume: 201100

Do not scale from this drawing. Work to given dimensions only. Any discrepancies are to be reported to Originator.
© Barratt Homes Ltd

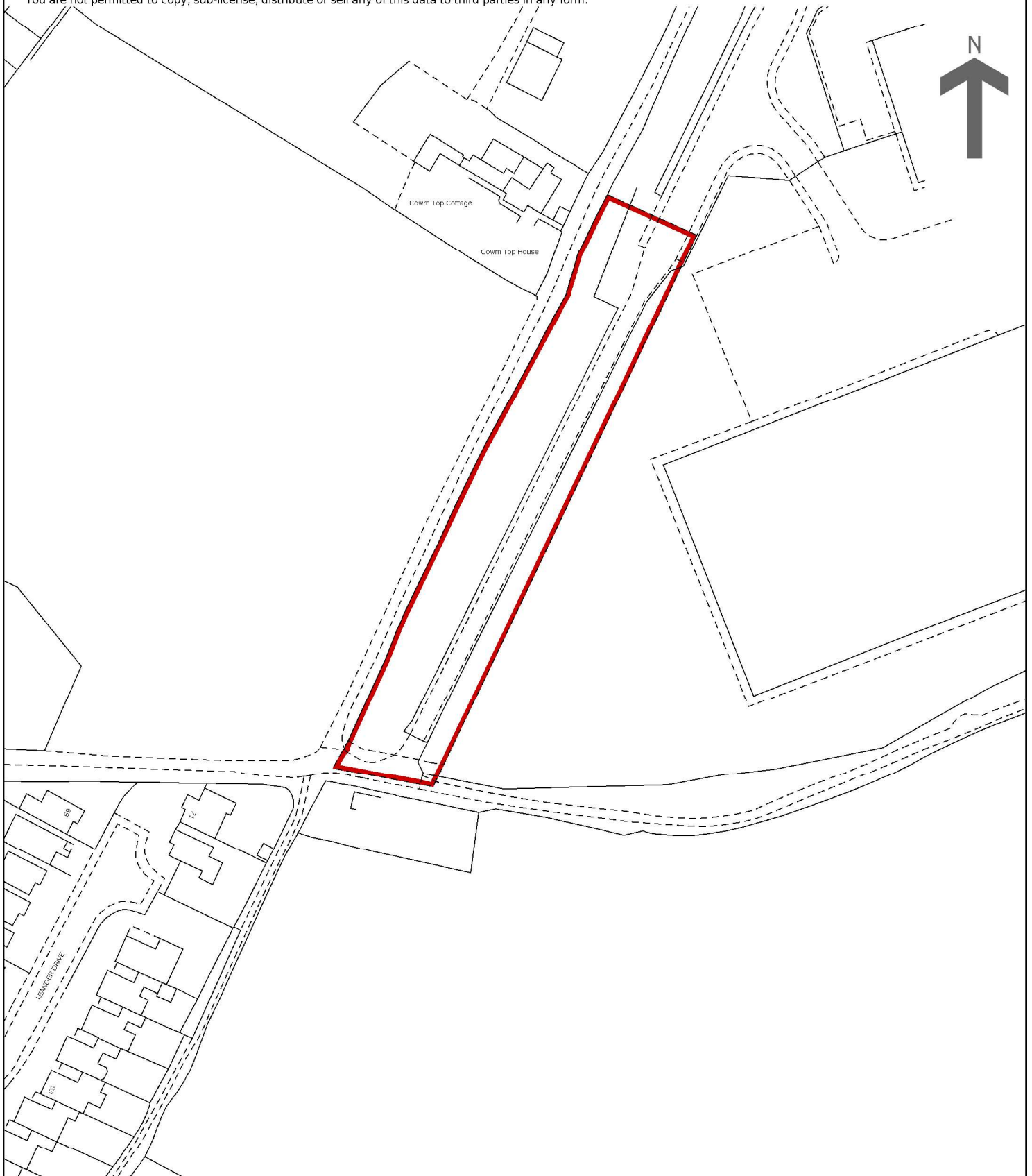
HM Land Registry

Official copy of title plan

Title number **MAN424175**
Ordnance Survey map reference **SD8910NW**
Scale **1:1250**
Administrative area **Greater Manchester :**
Rochdale



© Crown copyright and database rights 2024 Ordnance Survey AC0000851063.
You are not permitted to copy, sub-license, distribute or sell any of this data to third parties in any form.



Schedule 2 – Draft Planning Permission

Town and Country Planning Act 1990 (as amended)

PLANNING PERMISSION GRANTED

APPLICATION REFERENCE: 22/01190/FUL

Name and address for correspondence:	Applicant name:
Mateo Espinosa WSP 8 First Street Manchester M15 4RP	GLP Trows LLP and BDW Trading Ltd

Part 1 - Particulars of Application

Date of 14 October 2022
Application:

Proposal:	Residential development of up to 445 dwellings with associated access, car parking, landscaping and infrastructure
Location:	Land South Of Cowm Top Lane , Castleton , Rochdale,

Part 2 Compliance with Conditions

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

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

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

Part 3 - Particulars of decision

The Rochdale Borough Council hereby give notice in pursuance of the provisions of the Town and Country Planning Act 1990 (as amended) that planning permission has been **GRANTED SUBJECT TO CONDITIONS** for the carrying out of the development referred to in Part I above.

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

Conditions and Reasons:

Time Limit

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

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

Approved Plans

2. The development hereby approved shall be carried out in accordance with the following drawings and documents:

General

- Location Plan (Ref. 496-P-LP-01, Rev. 1)
- Phasing and Delivery Plan (Ref. H8544-BAH-XX-XX-DR-UD-201100, Rev. P01)
- Planning Layout (Black & White) (Ref. H8544-BAH-XX-XX-DR-UD-203001, Rev. 005)
- Planning Layout (Overall) (Ref. H8544-BAH-XX-XX-DR-UD-203002, Rev. 005)
- Site Layout Plan (1 of 2) (Ref. H8544-BAH-XX-XX-DR-UD-203003, Rev. 005)
- Site Layout Plan (2 of 2) (Ref. H8544-XX-XX-DR-UD-203004, Rev. 005)
- Site Sections (Ref. H8544-BAH-XX-XX-DR-GE_361300, Rev. P00)
- Preliminary Surface Water Drainage Strategy (Ref. H8544-BAH-XX-XX-DR-CE-300003, Rev. P05)
- Preliminary Foul Water Drainage Strategy (Ref. H8544-BAH-XX-XX-DR-CE-300004, Rev. P02)
- Hard Landscaping (1 of 2) (Ref. H8544-BAH-XX-XX-DR-XXX-203200, Rev. 005)
- Hard Landscaping (1 of 2) (Ref. H8544-BAH-XX-XX-DR-XXX-203201, Rev. 005)
- Materials Layout (1 of 2) (Ref. H8544-BAH-XX-XX-DR-UD-203150, Rev. 005)
- Materials Layout (2 of 2) (Ref. H8544-BAH-XX-XX-DR-UD-203151, Rev. 005)
- Boundary Plan (1 of 2) (Ref. H8544-BAH-XX-XX-DR-UD-203250, Rev. 005)
- Boundary Plan (2 of 2) (Ref. H8544-BAH-XX-XX-DR-UD-203521, Rev. 005)
- Boundary Treatment Details (Ref. H8544-BAH-XX-XX-DR-UD-203349, Rev. 000)
- Refuse Strategy (1 of 2) (Ref. H8544-BAH-XX-XX-DR-UD-203500, Rev. 003)
- Refuse Strategy (2 of 2) (Ref. H8544-BAH-XX-XX-DR-UD-203501, Rev. 003)
- Storey Heights Plan (1 of 2) (Ref. H8544-BAH-XX-XX-DR-UD-203100, Rev. 003)
- Storey Heights Plan (2 of 2) (Ref. H8544-BAH-XX-XX-DR-US-203101, Rev. 003)
- Proposed Access Track (Fisheries) (Ref. H544-BAH-XX-XX-DR-DR-30005, Rev. P02)
- Proposed Trim Trail Plan (Ref. 496-P-TTP-001, dated 1st August 2022)
- Tree Protection Plan (1 of 4) (Ref. 5934.04, Rev. B)
- Tree Protection Plan (2 of 4) (Ref. 5934.05, Rev. B)
- Tree Protection Plan (3 of 4) (Ref. 5934.06, Rev. B)
- Tree Protection Plan (4 of 4) (Ref. 5934.07, Rev. B)

Planting Plans

- Planting Plans (Schedule & Specification Notes) (Ref. PP01.00, Rev. P8)
- Planting Plan (Sheet 1) (Ref. PP01.01, Rev. P8)
- Planting Plan (Sheet 2) (Ref. PP01.02, Rev. P8)
- Planting Plan (Sheet 3) (Ref. PP01.03, Rev. P8)
- Planting Plan (Sheet 4) (Ref. PP01.04, Rev. P8)
- Planting Plan (Sheet 5) (Ref. PP01.05, Rev. P8)
- Planting Plan (Sheet 6) (Ref. PP01.06, Rev. P8)
- Planting Plan (Sheet 7) (Ref. PP01.07, Rev. P8)
- Planting Plan (Sheet 8) (Ref. PP01.08, Rev. P8)
- Planting Plan (Sheet 9) (Ref. PP01.09, Rev. P8)
- Planting Plan (Sheet 10) (Ref. PP01.10, Rev. P8)
- Planting Plan (Sheet 11) (Ref. PP01.11, Rev. P8)
- Planting Plan (Sheet 12) (Ref. PP01.12, Rev. P8)
- Planting Plan (Sheet 13) (Ref. PP01.13, Rev. P8)
- Planting Plan (Sheet 14) (Ref. PP01.14, Rev. P8)

- Planting Plan (Sheet 15) (Ref. PP01.15, Rev. P8)
- Planting Plan (Sheet 16) (Ref. PP01.16, Rev. P8)
- Planting Plan (Sheet 17) (Ref. PP01.17, Rev. P8)
- Planting Plan (Sheet 18) (Ref. PP01.18, Rev. P8)
- Planting Plan (Sheet 19) (Ref. PP01.19, Rev. P8)
- Planting Plan (Sheet 20) (Ref. PP01.20, Rev. P8)
- Planting Plan (Sheet 21) (Ref. PP01.21, Rev. P8)
- Planting Plan (Sheet 22) (Ref. PP01.22, Rev. P8)
- Planting Plan (Sheet 23) (Ref. PP01.23, Rev. P8)
- Planting Plan (Sheet 24) (Ref. PP01.24, Rev. P8)
- Planting Plan (Sheet 25) (Ref. PP01.25, Rev. P8)
- Planting Plan (Sheet 26) (Ref. PP01.26, Rev. P8)
- Planting Plan (Sheet 27) (Ref. PP01.27, Rev. P8)
- Planting Plan (Sheet 28 – Composite) (Ref. PP01.28, Rev. P8)

House Types - Barratt Classic (received January 2025)

- Rivan (Type 50) (Brick) (End) (Ref. YB50 X0HE, Dwg. No. 01)
- Birchmoor (Type 52) (Brick) (End) (Ref. YB52 X0HE, Dwg. No. 01)
- Kew (Kenley) (End) (Ref. KNEW X0HE, Dwg. No. 01)
- Kew (Mid) (Ref. BKEW X0-I, Dwg. No. 01)
- Newby (Collaton) (Brick) (Detached) (Ref. NNBY X0FD, Dwg. No. 01)
- Newby (Collaton) (Stone) (Detached) (Ref. NNBY X0FD, Dwg. No. 01)
- Mewstone (Ellerton) (Brick) (End) (Ref. NMEW X0HE, Dwg. No. 01)
- Mewstone (Ellerton) (Brick) (Mid) (Ref. NMEW X0IE, Dwg. No. 01)
- Mewstone (Ellerton) (Stone) (End) (Ref. NMEW X0HE, Dwg. No. 01)
- Mewstone (Ellerton) (Stone) (Mid) (Ref. NMEW X0HE, Dwg. No. 01)
- Matlock (Maidstone) (Brick) (End) (Ref. NMAT X0HE, Dwg. No. 01)
- Matlock (Maidstone) (Stone) (End) (Ref. NMAT X0HE, Dwg. No. 01)
- Matlock (Maidstone) (Stone) (Mid) (Ref. NMAT X0HE, Dwg. No. 01)
- Martham (Moresby) (Brick) (End) (Ref. NMAR X0GE, Dwg. No. 01)
- Martham (Moresby) (Stone) (End) (Ref. NMAR X0GE, Dwg. No. 01)
- Martham (Moresby) (Stone) (Detached) (Ref. NMAR X0GE, Dwg. No. 01)
- Redford (Lutterworth) (Stone) (Detached) (Ref. NRED X0HD, Dwg. No. 01)
- Albury (Kingsville) (Brick) (End) (Ref. BRAM X0GE, Dwg. No. 01)
- Albury (Kingsville) (Stone) (End) (Ref. BALB X0SE, Dwg. No. 01)
- Willow (Windermere) (Brick) (Detached) (Ref. NWL X0HD, Dwg. No. 01)
- Willow (Windermere) (Stone) (Detached) (Ref. NWL X0HD, Dwg. No. 01)
- Harlow (Halton) (Brick) (Detached) (Ref. NHAR X0HD, Dwg. No. 01)
- Lavenham (Alfreton) (Brick) (Detached) (Ref. NLAV X0GD, Dwg. No. 01)
- Lavenham (Alfreton) (Stone) (Detached) (Ref. NLAV X0SD, Dwg. No. 01)

House Types - Barratt Contemporary (received January 2025)

- Rivan (Type 50) (End) (Ref. YB50 CLHE ML00, Dwg. No. 01)
- Rivan (Type 50) (Mid) (Ref. YB50 CL-I ML00, Dwg. No. 01)
- Birchmoor (Type 52) (End) (Ref. YB52 CLHE MX00, Dwg. No. 01)
- Birchmoor (Type 52) (Mid) (Ref. YB52 CLHE MX00, Dwg. No. 01)
- Kew (Kenley) (End) (Ref. NKEW CLHE ML00, Dwg. No. 01)
- Kew (Kenley) (Mid) (Ref. NKEW CL-I ML00, Dwg. No. 01)
- Holkham (Denby) (Detached) (Ref. NHLK CLHD ML00, Dwg. No. 01)
- Brownstone (Palmerstone) (End) (Ref. NBRS CLHE ML00, Dwg. No. 01)
- Newby (Collaton) (Detached) (Ref. NNBY CLFD ML00, Dwg. No. 01)
- Mewstone (Ellerton) (End) (Ref. NMEW CLHE ML00, Dwg. No. 01)
- Mewstone (Ellerton) (Mid) (Ref. NMEW CL-I ML00, Dwg. No. 01)
- Matlock (End) (Ref. BMAT_CTHE, Dwg. No. 01)
- Martham (Moresby) (End) (Ref. NMAR CTGE ML00, Dwg. No. 01)
- Martham (Moresby) (Detached) (Ref. NMAR CTGD ML00, Dwg. No. 01)
- Redford (Lutterworth) (Ref. NRED CLHD ML00, Dwg. No. 01)
- Albury (Kingsville) (End) (Ref. BALB X0GE, Dwg. No. 01)
- Lavenham (Alfreton) (Detached) (Ref. NLAV CTGD, Dwg. No. 01)
- Cobham (Lamberton) (Detached) (Ref. BCOB CTHD, Dwg. No. 01)

House Types – David Wilson Homes (received January 2025)

- YH50 (End) (Ref. YH50 X0HE, Dwg. No. 01)
- YH52 (End) (Ref. YH52 X0HE, Dwg. No. 01)
- YH52 (Mid) (Ref. YH52 X0-I, Dwg. No. 10)
- Primrose (Wilford) (End) (Ref. N224 XEH7, Dwg. No. 01)
- Primrose Wilford (Mid) (Ref. N224, Dwg. No. 01)
- Alder (Archford) (End) (Ref. N382 XEH7, Dwg. No. 01)
- Alder (Archford) (Mid) (Ref. N382 XI-7, Dwg. No. 01)
- Foxglove (Hadley) (Detached) (Ref. N341 XEG7, Dwg. No. 01)
- Foxglove (Hadley) (End) (Ref. N341 XEG7, Dwg. No. 01)
- Frampton (Kennett) (End) (Ref. N319 XEG7, Dwg. No. 01)
- Hazelborough (Ingleby) (Detached) (Ref. N403 X-F7, Dwg. No. 01)
- Blakeney (Hollinwood) (Detached) (Ref. N486 X-G7, Dwg. No. 01)
- Hamford (Shenton) (Detached) (Ref. N431 X-H7, Dwg. No. 01)
- Thornhill (Millford) (Detached) (Ref. N411 X-H7, Dwg. No. 01)
- Winterton (Kirkdale) (Detached) (Ref. N442 X-H7, Dwg. No. 01)
- Lynford (Bradgate) (Detached) (Ref. N417 X-H7, Dwg. No. 01)
- Hepburn (Drummond) (Detached) (Ref. N408 X-H7, Dwg. No. 01)
- Wychwood (Avondale) (Detached) (Ref. N456 X-G7, Dwg. No. 01)
- Fairburn (Holden) (Detached) (Ref. Y469 X-H7, Dwg. No. 01)

Documents

- Archaeological Desk-Based Assessment (Version 1), prepared by RPS Group, dated 8th March 2021.
- Air Quality Assessment (Version 5), prepared by Smith Grant LLP, dated August 2021.
- Air Quality Addendum (Version 2) prepared by Smith Grant LLP, dated August 2022.
- Air Quality Addendum (Version 3), prepared by Smith Grant LLP, dated July 2024.
- Arboricultural Impact Assessment and Method Statement (Revision B) prepared by Trevor Bridge Associates, dated June 2024.
- Tree Survey Report (Revision D) prepared by Trevor Bridge Associates, dated June 2024.
- Cowm Top NEAP document and enclosed plans, prepared by Proludic, received November 2024.
- Design and Access Statement Addendum prepared by E*scape Urbanists, dated July 2024.
- Ecological Assessment (Version 2) prepared by The Environment Partnership, dated August 2022.
- Bat Roost Report Addendum (Version 2) (Document Ref. 8666.005) by The Environment Partnership, received August 2024.
- Energy and Sustainability Report (Version 7) prepared by Environmental Economics, dated November 2024.
- Flood Risk Assessment and Drainage Report (Version 7), prepared by RSK, dated August 2022.
- Drainage Strategy Report (Revision F), prepared by Barrat Manchester, dated October 2024.
- Transport Assessment (Version 2) and Appendix E, prepared by SCP, dated August 2022.
- Travel Plan (Version 6), prepared by SCP, dated August 2022.
- Noise Impact Assessment (Document Reference 21.105.1.R6), prepared by Professional Consult, dated 27th November 2024.

Reason: For the avoidance of doubt and to ensure a satisfactory standard of development in accordance with the policies contained within the adopted Places for Everyone Plan and the National Planning Policy Framework.

Invasive Species Management

3. Prior to the commencement of development (including any vegetation clearance or ground works), an invasive non-native species protocol shall be submitted to and approved in writing by the Local Planning Authority, detailing the containment, control, and removal of invasive plant species on site. The measures shall be carried out strictly in accordance with the approved scheme.

Reason: To secure the satisfactory disposal of this invasive species of plant, which under the terms of the Wildlife & Countryside Act 1981 (as amended) it is an offence to be caused to spread in the wild, and to ensure accordance with the principles of Policies JP-P1 and JP-G8 of the adopted Places for Everyone Plan.

Reason for Pre-commencement Condition: Construction/clearance works on site have the potential to cause the further spread invasive species, which therefore need to be managed sensitively prior to works starting on site.

Tree Protection

4. No development shall take place until all trees that are to be retained within or adjacent to the site, as set out within the approved Arboricultural Impact Assessment, Method Statement and Tree Protection Plans (as listed under Condition 2), have been enclosed with temporary protective fencing in accordance with BS:5837:2012 'Trees in relation to design, demolition, and construction'. The fencing shall be retained throughout the period of construction and no activity prohibited by BS:5837:2012 shall take place within such protective fencing during the construction period.

Reason: In order to protect the existing trees on the site in the interests of the amenities of the area and in accordance with Policies JP-P1, JP-G2, JP-G6 and JP-G7 of the adopted Places for Everyone Plan and the NPPF.

Reason for Pre-commencement Condition: Construction works on site have the potential to impact trees from the initial stages, and therefore need to be protected prior to works starting on site.

5. Notwithstanding the provisions of Condition 4, no development shall take place within the areas to the south east of the site as covered by and in the proximity of the Proposed Access Track (Fisheries) (Ref. H544-BAH-XX-XX-DR-DR-30005, Rev. P02) until an updated Tree Survey, Arboricultural Method Statement and Tree Protection Plan in accordance with BS:5837:2012 'Trees in relation to design, demolition, and construction' has been submitted to and approved in writing by the local planning authority. The approved details shall thereafter be implemented and retained throughout the period of construction and no activity prohibited by BS:5838:2012 shall take place within any protected areas during the construction period.

Archaeological Investigation

6. No development shall take place until the applicant or their agents or successors in title has secured the implementation of a programme of archaeological works. The works are to be undertaken in accordance with a Written Scheme of Investigation (WSI) submitted to and approved in writing by Rochdale Borough Council. The WSI shall cover the following:
 - a. Informed by the updated North West Regional Research Framework (NWRRF), a phased programme and methodology of archaeological fieldwork investigation and recording to include:
 - i. Geophysical survey of proposed development areas
 - ii. informed by the above, targeted archaeological evaluation trenching
 - iii. informed by the above, more detailed targeted excavation (subject of a new WSI)
 - b. A programme for post fieldwork assessment to include:
 - i. Analysis of the site investigation records and finds
 - ii. Production of a final report on the significance of the archaeological and historical interest represented.
 - c. Deposition of the final report with the Greater Manchester Historic Environment Record.
 - d. Commensurate with the significance of any remains identified, a scheme to disseminate the results of the archaeological investigations for the benefit of the local and wider community.
 - e. Provision for archive deposition of the report and records of the site investigation.

- f. Nomination of a competent person or persons/organisation to undertake the works set out within the approved WSI.

The programme of fieldwork should be undertaken by a suitably qualified and experienced archaeological contractor, funded by the applicant, and in accordance with guidance provided by GMAAS who would also monitor the implementation of the programme of works on behalf of Rochdale Borough Council.

Reason: In accordance with Places for Everyone Plan Policies JPA-23, JP-P2, Core Strategy Policy P2 and Paragraph 218 of the NPPF – To record and advance understanding of the significance of any heritage assets to be lost (wholly or in part) in a manner proportionate to their importance and the impact, and to make this evidence (and any archive generated) publicly accessible.

Reason for Pre-commencement Condition: Construction/clearance works on site have the potential to impact archaeology from the initial stages, which therefore needs to be investigated, evaluated and if necessary mitigated prior to works starting on site.

Construction Traffic and Environmental Management Plan

7. No development shall take place, including any works of demolition or vegetation clearance, until a Construction, Traffic and Ecological Management Plan (CTEMP) has been submitted to, and approved in writing by the Local Planning Authority. The CTEMP shall provide for:
- i. Measures to protect the function/operation and safety of the adjoining Public Rights of Way Network (including the Lower Trows Lane Public Footpath and Cripple Gate Lane Restricted Byway);
 - ii. the parking of vehicles of site operatives and visitors;
 - iii. access to, and loading and unloading of plant and materials;
 - iv. storage of plant and materials used in constructing the development;
 - v. the erection and maintenance of security hoarding including decorative displays and facilities for public viewing, where appropriate;
 - vi. measures to reduce mud deposition off-site from vehicles leaving the site, including wheel washing facilities;
 - vii. measures to control the emission of dust and dirt during construction;
 - viii. measures to control the noise and vibration output from plant and works;
 - ix. a scheme for recycling/disposing of waste resulting from demolition and construction works;
 - x. delivery, demolition and construction working hours;
 - xi. a method statement addressing reasonable avoidance measures (RAMS) for the protection of the natural environment, including small mammals and amphibians, retained habitats, ponds (from water pollution and runoff), and woodlands to the south.

The approved CTEMP shall be adhered to throughout the construction period for the development.

Reason: In accordance with Places for Everyone Plan Policy JP-G8, Core Strategy Policies G6, G7, G9 and DM1, and the NPPF; to minimise and manage detrimental effects to residential amenity, the amenity of the area generally and the natural environment from the risk of harm, including from pollution, nuisance/disturbance and highways safety during the construction stage.

Reason for Pre-commencement Condition: Construction/clearance works on-site have the potential to impact residential health and amenity, and the natural environment/habitats from the initial stages. Appropriate safeguards should therefore be put in place prior to works starting.

Ground Contamination Remediation

8. No development shall take place until (other than demolition or works of site preparation) a detailed remediation scheme to bring the site to a condition suitable for its intended use has been submitted to and approved in writing by the Local Planning Authority. For the avoidance of doubt, the scheme shall have regards to the reports 'Stage 1 Geo-environmental Appraisal' by Smith Grant Environmental Consultancy, dated February 2021 and 'Phase 1 and Phase 2 Contamination and Geo-technical Assessment' by Smith Grant Environmental Consultancy, dated February 2021. The approved remediation scheme shall thereafter be fully implemented.

Following completion of the measures identified in the approved remediation scheme and prior to first use/occupation of the approved development, a verification report that demonstrates the effectiveness of the remediation carried out shall be submitted to and approved in writing by the Local Planning Authority.

In the event that contamination is found at any time when carrying out the approved development that was not previously identified it must be reported in writing immediately to the Local Planning Authority. An investigation and risk assessment must be undertaken and where remediation is necessary a remediation scheme must be prepared, which shall be submitted to and approved in writing by the Local Planning Authority.

The development shall thereafter be carried out in full accordance with the duly approved remediation strategy thereafter. Prior to the first use or occupation of the approved development, a verification report shall be submitted to and approved in writing by the Local Planning Authority.

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

Reason for pre-commencement condition: Details of remediation will be required to ensure the safe development of the site during the construction and operation phases of the development.

Badger Surveys

9. No vegetation clearance or earthworks shall take place until up-to-date badger surveys, and any necessary mitigation measures, have been submitted to and approved in writing by the Local Planning Authority. The development shall therefore after implemented in accordance with the approved details.

Reason: To safeguard Badgers as a protected species as defined by the Wildlife and Countryside Act 1981, and in accordance with Places for Everyone Plan Policy JP-G8, and Core Strategy Policies G6 and G7, and the NPPF.

Reason for Pre-commencement Condition: Construction/clearance works on site have the potential to disturb badgers from the initial stages, which therefore need to be protected prior to works starting on-site.

Bird Nesting Season

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

Reason: In order to prevent disturbance to any nesting birds that may be present during nesting season, in accordance with Places for Everyone Plan Policy JP-G8 and Core Strategy Policies G6 and G7, and the NPPF.

Reason for Pre-commencement Condition: Construction/clearance works on site have the potential to disturb nesting birds from the initial stages, which therefore need to be protected prior to works starting on-site.

Materials

11. No above ground works shall take place until samples and / or full specification of materials to be used externally on all buildings have been submitted to and approved in writing by the Local Planning Authority. Such details shall be in general accordance with those specified on the approved Materials Plans under Condition 2 and include the type, colour and texture of the materials. The development shall thereafter be carried out in accordance with the approved details.

Reason: In order to ensure a satisfactory appearance in the interests of visual amenity in accordance with Places for Everyone Plan Policy JP-P1 and Core Strategy Policies P1, P3 and DM1, and the NPPF.

Landscaping and Public Open Space Details

12. No above ground works shall take place until a detailed scheme of soft and hard landscaping for landscaped areas and Public Open Space (including but not limited to the western and central linear parks, seating areas and natural play areas within dry swales, southern NEAP and landscape buffers surrounding the site) shall be submitted to and approved in writing by the local planning authority. These details shall include:

- a statement setting out the design objectives and how these will be delivered;
- indications of all existing trees and hedgerows on land including species, spread and maturity;
- details of any retained trees, together with measures for their protection in the course of development;
- planting plans;
- written specifications (including cultivation and other operations associated with plant and grass establishment);
- schedules of plants, noting species, plant sizes and proposed numbers/densities;
- earthworks showing existing and proposed finished levels or contours;
- details of any banks, terraces, other earthworks and retaining structures;
- additional pedestrian access and circulation areas;
- hard surfacing materials;
- minor artefacts and structures (such as entrance features, furniture, play equipment, landscape decorations, refuse or other storage units, and signage), aligning where relevant with the approved NEAP and Trim Trail equipment listed under Condition 2;
- retained historic or other landscape features and proposals for protection/retention (including the historic OS Datum stone located on the northern boundary); and
- an implementation and phasing programme for landscaping and open space delivery.

The landscaping works shall be carried out in accordance with the approved details and the agreed implementation and phasing programme.

The completed scheme shall be managed and maintained in accordance with the scheme of management and maintenance (to be approved under Condition 15).

Reason: To ensure that the site is satisfactorily landscaped having regard to its location and the nature of the proposed development, and in the interests of the amenity (general and visual) and character of the area, in accordance with Places for Everyone Plan Policies JP-P1, Core Strategy Policies P1, P2, P3, and DM1, and the NPPF.

Low Carbon Energy Strategy

13. Prior to the occupation of development a Low Carbon Energy and Emissions Strategy (LCEES) shall be submitted to and approved in writing by the Local Planning Authority. The LCEES shall be in general accordance with the 'Energy and Sustainability Report' (ESR) prepared by Environmental Economics (Version 7, dated November 2024) and shall include:
- In relation to achieving net zero regulated operational carbon emissions, an assessment (including calculations) of how the energy hierarchy has been applied in pursuit of this target;
 - In relation to compliance with Part L of the Building Regulations (2021/2022 as applicable), a pre-completion estimation/certification and timetable for the submission of post-completion certification/verification;
 - In relation to achieving energy demand reductions from space heat and hot water demand and renewable energy generation, an assessment (including measures taken and SAP Calculations) confirming compliance with Table 5.1 (2021-2025) of the Places for Everyone Plan; and
 - Any other energy and water efficiency measures that have been / are to be installed in each dwelling, in accordance with the details set out in the ESR.

In relation to (c) above, details of the location and specification of roof-mounted Solar Photovoltaic on all dwellings across the site, covering a minimum of 20% of the total ground floor space approved (unless demonstrably unpracticable and/or unviable), shall be submitted to and approved in writing by the Local Planning Authority.

The development shall thereafter be completed in accordance with the approved details.

Reason: In order to ensure that the development is constructed in an environmentally sustainable manner, in the interests of adapting to and mitigating the adverse effects of the Climate Emergency, and to contribute to the aim of delivering a carbon neutral Greater Manchester by 2038, in accordance with Places for Everyone Plan Policy JP-S2

Landscape and Habitat Creation Management Plan

14. Prior to the occupation of the development a site-wide Landscape and Habitat Creation and Management Plan (LHCMP) shall be submitted to and approved in writing by the Local Planning Authority. The content of the LHCMP shall include the following:
- aims, objectives and duration of the management plan;
 - a programme for implementation and phasing of delivery;
 - ecological trends and constraints on site that might inform or influence landscape and habitat creation and management;
 - description and evaluation of features to be created and/or managed;
 - a scheme for pollinators, reptile, amphibian and hedgehog refugia;
 - a scheme for bird nesting and bat roosting boxes, suitable for a range of species;
 - management options for achieving aims and objectives;
 - maintenance schedules for all landscaped areas (excluding private gardens);
 - prescriptions for management actions;
 - details of the body or organisation responsible for implementation of the plan; and
 - provisions for monitoring and remedial measures.

The LHCMP shall include details of any legal and/or funding mechanisms by which the long-term implementation of the plan will be secured by the developer with the management body(ies) responsible for its delivery; and (where the results from monitoring show that conservation aims and objectives of the Plan are not being met) how contingencies and/or remedial action will be identified, agreed and implemented so that the development still delivers the fully functioning landscape and habitat objectives of the originally approved scheme.

The approved LHCMP shall thereafter be implemented in accordance with the approved details.

Reason: To ensure the protection of wildlife and supporting habitat and to secure opportunities for the enhancement of the nature conservation value of the site in accordance with Places for Everyone Plan Policy JP-G8 and Core Strategy Policies G6 and G7, and the NPPF.

External Lighting

15. Prior to first occupation of the development an External Lighting Scheme providing details of the strategy for all external lighting (including lighting on the buildings, within the building's curtilage, and lighting units within the public realm) shall be submitted to and approved in writing by the Local Planning Authority. The submitted details and design shall be informed by Institute of Lighting Professionals Guidance Note 1: The Reduction of Obtrusive Light (published 2021) and Guidance Note 8: Bats and Artificial Lighting (published 2023) (or any superseding guidance). The external lighting scheme shall thereafter be implemented and retained in accordance with the approved details.

Reason: To ensure adequate lighting within the development, considerate to ensuring full accessibility within the public realm works, whilst preserving residential amenity and protected species, in accordance with Places for Everyone Plan Policies JP-P1 and JP-G8, Core Strategy Policies P1, P2, P3, G6, G7 and DM1, and the NPPF.

Drainage

16. Prior to occupation of the development a site-wide Sustainable Drainage Management and Maintenance Plan (SDMMP) for the lifetime of the development shall be submitted to the local planning authority and agreed in writing. The SDMMP shall include as a minimum:
 - i. Arrangements for adoption by an appropriate public body or statutory undertaker, or management and maintenance by a resident's management company; and
 - ii. Arrangements for inspection and ongoing maintenance of all elements of the sustainable drainage system to secure the operation of the surface water drainage scheme throughout its lifetime.

The development shall subsequently be completed, maintained and managed in accordance with the approved plan.

Reason: To ensure that management arrangements are in place for the sustainable drainage system in order to manage the risk of flooding and pollution during the lifetime of the development, in accordance with Places for Everyone Plan Policy JP-S4 and Core Strategy Policy G8, and the NPPF.

17. The drainage for the development hereby approved shall be carried out in accordance with the principles (and dwelling Finished Floor Levels) set out in the approved drainage schemes, including the Preliminary Surface Water Drainage Strategy (Ref. H8544-BAH-XX-XX-DR-CE-300003, Rev P05) and Preliminary Foul Water Drainage Strategy (Ref. H8544-BAH-XX-XX-DR-CE-300004, Rev P02). For the avoidance of doubt surface water must drain at the restricted rates of 47.39 l/s from the western parcel (from Wetland 3 to 'Bottom Lodge') and 55.64 l/s from the eastern parcel (10.00l/s from Wetland 4 to 'Tom Meyrick Lodge' and 45.64 l/s from Wetland 5 to 'Eddie Fletcher Lodge'). No surface water will be permitted to drain directly or indirectly into the public sewer. Prior to occupation of development on a given plot/phase, each plot/phase shall be provided with a functional drainage system that accords with the approved drainage schemes and Phasing and Delivery Plan (Ref. H8544-BAH-XX-XX-DR-UD-201100, Rev. P00) (or any later approved version superseding this). This includes providing downstream connectivity such as the SUDs attenuation features and connection to off-site watercourses serving each plot/phase. The approved drainage schemes shall be completed in full and made operational in accordance with the approved details and shall thereafter be retained for the lifetime of the development.

Reason: To ensure a satisfactory form of development and to prevent an undue increase in surface water run-off and to reduce the risk of flooding, in accordance with Places for Everyone Policy JP-S4 and Core Strategy Policy G8, and the NPPF.

18. Prior to occupation of each dwelling on any given plot/phase, each dwelling with rainwater downpipes in rear gardens shall be provided with an above ground water butt that connects to a rainwater pipe from the main roof of that dwelling, with manufacturer and care instructions made available to the occupier on occupation.

Reason: To ensure a satisfactory form of development that manages surface water flows as close to source as possible and contributes to preventing an undue increase in surface water run-off and to reduce the risk of flooding, in accordance with Places for Everyone Policy JP-S4 and Core Strategy Policy G8, and the NPPF.

Highways

19. No works to construct the service road from Cowm Top Lane and emergency access road from Trows Lane (including vegetation clearance and groundworks) shall take place until construction and levels details, method statements (including programme of works) and adoption standards for the construction of those accesses have been submitted to and approved in writing by the local planning authority. No dwelling shall be occupied until the accesses have been constructed in accordance with the approved details.

Reason: In the interests of highway safety and functionality and the general amenity of the area, in accordance with Places for Everyone Plan Policies JP-P1, JP-C1, JP-C5 and JP-C8, Core Strategy Policies T1 and T2, and the NPPF.

20. No part of the development on any phase shall be occupied until a scheme for the creation of a self-enforcing 20mph zone along all new estate roads within the site relating to that phase has first been submitted to and approved in writing by the local planning authority. The submitted details shall be in general accordance with the Planning Layout (Ref. H8544-BAH-XX-XX-DR-UD-203001, Rev. 005) and aligned with any subsequent consents granted under the Highways Act 1980 (as amended). The scheme shall thereafter be implemented in accordance with the approved details before the final dwelling to be served by that road is first occupied.

Reason: In order to ensure adequate traffic calming measures along new estate roads in the interests of highway and pedestrian safety in accordance with the requirements of Places for Everyone Plan Policies JP-P1, JP-C1, JP-C5 and JP-C8, Core Strategy Policies T1 and T2, and the NPPF.

21. No dwelling hereby approved shall be occupied until such time as the car parking areas serving that plot have been laid out, hard surfaced and drained in accordance with the approved Planning Layout (Ref. H8544-BAH-XX-XX-DR-UD-203001, Rev. 005).

Reason: In order to ensure that there is adequate provision for vehicles to be parked clear of the highway in the interests of road safety and amenity and to prevent obstruction in accordance with Places for Everyone Plan Policies JP-P1, JP-C1, JP-C5 and JP-C8, Core Strategy Policies T1 and T2, and the NPPF.

22. Within six months of the occupation of the first dwelling, a Full Residential Travel Plan for the site shall be submitted to the Local Planning Authority for approval in writing. The Full Residential Travel Plan shall be in general accordance with the submitted Travel Plan prepared by SCP (Document ref. PT/15399/TP/6, dated August 2022) and include:

- Measures to facilitate and incentivise a modal shift towards and uptake of sustainable modes of transport;
- A Travel Plan budget and resources for the implementation and day to day management of travel plan measures;
- Appropriate management structures;
- Detailed time frames for the delivery;

- Handover arrangements for the travel plan or its components, when the developer's responsibility ceases; and
- Targets and monitoring arrangements.

The approved Full Residential Travel Plan will thereafter be implemented and reviewed in accordance with the approved details and timetable.

Reason: To provide for sustainable travel and to mitigate the effects of an increase in travel movements, in accordance with Places for Everyone Plan Policies JP-P1, JP-C1, JP-C5 and JP-C8, Core Strategy Policies T1 and T2, and the NPPF.

23. Prior to completion of the development a Stage Three Road Safety Audit shall be submitted to and approved in writing by the Local Planning Authority. Any recommendations shall thereafter be implemented in accordance with the approved details.

Reason: In the interests of highway safety and functionality, in accordance with Places for Everyone Plan Policies JP-P1, JP-C1, JP-C5 and JP-C8, Core Strategy Policies T1 and T2, and the NPPF.

24. Within the area of the 'Potential Future Access' identified on the approved Planning Layout (Ref. H8544-BAH-XX-XX-DR-UD-203001, Rev. 005), no development works shall take place (other than vegetation/ground clearance and landscaping) until such time as construction and routing details, adoption standards and a programme of implementation have been submitted to and approved in writing by the local planning authority. The area identified (excluding that covered by the emergency access road) shall be temporarily surfaced with turf planting and kept free from development until these details are approved. The future access route shall thereafter be implemented in accordance with the approved details.

Reason: In the interests of safeguarding highways safety and functionality, and the general amenities of the area, in accordance with Places for Everyone Plan Policies JP Allocation 23, JP-P1, JP-C1, JP-C5 and JP-C8, Core Strategy Policies T1 and T2, and the NPPF.

Noise

25. The development hereby approved shall be implemented in accordance with Section 5 (Mitigation) of the submitted Noise Impact Assessment (NIA) prepared by Professional Consult (Document Ref. 21.105.1.R6, dated 27th November 2024) to achieve the following internal and external noise levels:

- 35 dB(A) Leq (1 hour) in the bedrooms with windows shut and other means of ventilation provided between 7 am and 11pm;
- 30dB(A) Leq 5mins in the bedrooms with windows shut and other means of ventilation provided between 11pm and 7am;
- 35 dB(A) Leq (1 hour) in the living room/s with windows shut and other means of ventilation provided between 7 am and 11pm;
- 40dB(A) Leq (1 hour) in other habitable rooms with windows shut and other means of ventilation provided at all times;
- Noise in external amenity areas shall not exceed 58dB(A).

The acoustic barrier(s) as identified on the approved Boundary Plan (1 of 2) (Ref. H8544-BAH-XX-XX-DR-UD-203250, Rev. 004), Boundary Plan (2 of 2) (Ref. H8544-BAH-XX-XX-DR-UD-203521, Rev. 004) and Boundary Treatment Details (Ref. H8544-BAH-XX-XX-DR-UD-203349) shall be installed with a minimum mass of 15kg/m² and shall be free from holes (as documented in Section 5 of the NIA).

Upon completion and prior to occupation within any phase, validation testing shall be undertaken on a representative sample of homes in that phase to ensure the required sound levels are being achieved, the sample shall include those homes exposed to the highest noise levels.

Reason: In order to safeguard the amenities of the area and to prevent nuisance arising in accordance with Places for Everyone Plan Policy JP-P1, Core Strategy Policies G9 and DM1, and the NPPF.

Crime Impact

26. The development hereby approved shall be implemented in accordance with the measures set out in Section 7 (Security Strategy) of the Crime Impact Statement prepared by Mr A.P Martin (Document Ref. APM 0206.24, dated July 2024).

Reason: For the avoidance of doubt and in the interests of public safety and security, in accordance with Places for Everyone Plan Policy JP-P1 and JP-P5, Core Strategy Policy DM1, and the NPPF.

Landscaping and Tree Retention

27. All planting, seeding or turfing comprised in the approved details of landscaping shall be carried out in the first planting and seeding seasons following the final occupation of the dwellings or completion of the development, whichever is the sooner; and any trees or plants which within a period of 5 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.

Reason: To ensure that the site is satisfactorily landscaped having regard to its location and the nature of the proposed development and in accordance with Places for Everyone Plan Policies JP-P1, JP-G1, JP-G2 and JP-G7, Core Strategy Policies P1, P2, P3, G6 and G7, and the NPPF.

28. No retained tree as shown on the approved Tree Protection Plans (as listed under Condition 2) and on plans to be approved under Condition 5 shall be cut down, uprooted or destroyed, nor shall any retained tree be topped or lopped other than in accordance with the approved documents, plans and particulars referenced under Condition 4 and as approved under Condition 5, without the written approval of the local planning authority. Any topping or lopping approved within these shall be carried out in accordance with the relevant recommendations of appropriate British Standards or other recognised Codes of Good Practice. If any retained tree is removed, uprooted or destroyed or dies (as a consequence of the development), another tree shall be planted at the same place and that tree shall be of such size and species, and shall be planted at such time as may be specified in writing by the local planning authority.

Reason: To ensure that retained trees are adequately protected, in the interests of the visual amenities and ecological value of the locality, in accordance with Places for Everyone Plan Policies JP-P1, JP-G2, JP-G6, JP-G7 and JP-G8, Core Strategy Policies G6 and G7, and the NPPF.

Boundary Treatments

29. The development shall be carried out in accordance with the approved Boundary Plan (1 of 2) (Ref. H8544-BAH-XX-XX-DR-UD-203250, Rev. 004), Boundary Plan (2 of 2) (Ref. H8544-BAH-XX-XX-DR-UD-203521, Rev. 004) and Boundary Treatment Details (Ref. H8544-BAH-XX-XX-DR-UD-203349). Prior to the occupation of a given plot/phase, the approved boundary treatments affecting the plot/phase shall be erected in accordance with the approved details and shall thereafter be retained.

Reason: To safeguard the amenity of neighbouring properties from overlooking and loss of privacy and the visual amenity and the character of the area, in accordance with Places for Everyone Plan Policy JP-P1, Core Strategy Policies P1, P3 and DM1, and the NPPF.

Removal of Permitted Development Rights

30. Notwithstanding the provisions of Article 3 of the Town and Country Planning (General Permitted Development) (England) Order 2015 (or any order revoking or re-enacting that Order with or without modification), no development permitted by virtue of

Schedule 2, Part 1, Classes A and B shall be undertaken without the prior written approval of the Local Planning Authority.

Reason: To safeguard the residential amenities of neighbouring properties from overlooking, loss of privacy and/or loss of light, and the visual amenity and the character of the area, in accordance with Places for Everyone Plan Policy JP-P1 and Core Strategy Policies P1, P3 and DM1, and the NPPF.

Procedure Statement:

Date Decision Issued

Melanie Hale
Head of Planning Services

IMPORTANT

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

INFORMATIVE:

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

INFORMATIVE:

The applicant is reminded of the need to submit and obtain formal approval of those details required by the conditions of this planning permission before development may lawfully commence on the site. The formal discharge of a planning condition is currently subject to payment of an additional fee per request: [Fees for Planning Applications in England](#)

INFORMATIVE:

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

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

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

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

www.gov.uk/get-a-permit-to-deal-with-a-coal-mine-on-your-property

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

If any future development has the potential to encounter coal seams which require excavating, for example excavation of building foundations, service trenches, development platforms, earthworks, non-coal mineral operations, an Incidental Coal Agreement will be required. Further information regarding Incidental Coal Agreements can be found here -

<https://www.gov.uk/government/publications/incidental-coal-agreement/guidance-notes-for-applicants-for-incidental-coal-agreements>

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

INFORMATIVE:

The applicant is advised that the supply and delivery of refuse containers (including all wheelie bins and food waste caddies) for residential developments is chargeable and the responsibility for these charges rests with the applicant/developer. The cost is based on a variable rate per property depending on the property size and number of bedrooms. Please contact environmental.management@rochdale.gov.uk for a quotation for your development.

Schedule 3 – Public Open Space

1. Provision of On-Site Public Open Space

- 1.1. Prior to the Commencement of Development on a Phase the Owner shall submit a Public Open Space Scheme relevant to that Phase to the Council for approval.
- 1.2. The Public Open Space Scheme shall include details of the following:
 - 1.2.1. The detailed design of the Public Open Space to be provided as part of that Phase of Development;
 - 1.2.2. Planting plans and specifications (including cultivation and other operations associated with plant and grass establishment), schedules of plants and proposed numbers / densities;
 - 1.2.3. Any play equipment (if applicable);
 - 1.2.4. The proposals for the future management and ownership of the Public Open Space which for the avoidance of doubt may provide for the Owner to transfer of the Public Open Space to a Management Company for the purposes of its future management and in the event that such a transfer to a Management Company is proposed the Public Open Space Scheme shall include:
 - 1.2.4.1. Details of the Management Company (including contact details of the company) to whom the Public Open Space will be transferred upon its completion; and
 - 1.2.4.2. Any arrangements for ensuring that individual householders have a say or influence over the activities of the Management Company and whether this is to be achieved via the householders being given membership of the Management Company or the Management Company being set up as a community interest company
 - 1.2.4.3. Proposals for the future maintenance of the Public Open Space by the Management Company including the estimated costs to be levied by the Management Company upon the owners or occupiers of the Dwellings in respect of the maintenance of the said Public Open Space.
 - 1.2.4.4. The arrangements for ensuring that individual householders are given detailed breakdowns of the costs properly incurred and showing how the total cost is translated into their individual liability; and
 - 1.2.4.5. Any restrictions on year on year increases in any service charge and whether such restriction is to be fixed to a relevant cost index

- 1.3. The Council shall within 25 working days of the date of receipt of a Public Open Space Scheme from the Owner notify the Owner in writing of its approval to the Public Open Space Scheme proposed by the Owner or provide in writing its proposed amendments to the Public Open Space Scheme pursuant to which the Owner acting reasonably shall submit a revised Public Open Space Scheme incorporating those amendments as are reasonable and accepted **PROVIDED THAT** if the Council does not notify the Owner of its approval or proposed amendments to the Public Open Space Scheme within the 25 working days referred to above it shall be deemed that the Council has approved the Public Open Space Scheme submitted by the Owner.
- 1.4. In the event that (after a period of not less than 25 working days following receipt from the Owner of a revised Public Open Space Scheme submitted pursuant to Paragraph 1.3 of this Schedule 3) the Council serves further written notice upon the Owner stating that the Council does not approve the revised Public Open Space Scheme:
- 1.4.1. The Owner may collaboratively seek to agree a timetable with the Council for the resubmission by the Owners of a further revised public open space scheme; and/or
- 1.4.2. Either the Owner or the Council may invoke the provisions of clause 11 of this Deed in respect of the acceptability or otherwise of the relevant revised public open space scheme.
- 1.5. Upon receipt of the Council's approval or deemed approval or to a Public Open Space Scheme pursuant to Paragraph 1.4 of this Schedule 3 (or upon receipt of expert determination in relation to the Public Open Space Scheme if applicable) the Owner shall as part of the carrying out of the Development provide the Public Open Space in accordance with the approved Public Open Space Scheme (as may be varied from time to time).
- 1.6. The Owner covenants that it shall not permit the Occupation of the final 5 (five) Dwellings in a Phase until the Council have confirmed in writing that the Public Open Space has been completed and made fit for use on that Phase in accordance with the approved Public Open Space Scheme relevant to that Phase.

2. **Management and Maintenance of the Public Open Space**

- 2.1. Upon the Public Open Space on a Phase being completed to the Council's reasonable satisfaction in accordance with the approved Public Open Space Scheme relevant to that Phase the Owner shall either:
- 2.1.1. Transfer title for the Public Open Space on that Phase to a Management Company (having first supplied to the Council a certified copy of the Memorandum and Articles of Association of the Management Company) on the terms agreed between the Owner and the Management Company in consultation with the Council and all further maintenance shall be thereafter carried out by the Management Company **PROVIDED THAT** it shall be a term of the transfer that the Management Company shall:
- 2.1.1.1. Maintain and manage in perpetuity the Public Open Space on that Phase in accordance with the Public Open Space Scheme relevant to that Phase or any variations that may be agreed in writing from time to time; and

- 2.1.1.2. Only allow the use of the Public Open Space for public access and recreation and for no other purpose; or
- 2.1.2. Maintain and manage in perpetuity the Public Open Space on that Phase in accordance with the approved Public Open Space Scheme relevant to that Phase (or any variations that may be agreed in writing between the Owner and the Council from time to time) **IN DEFAULT OF WHICH** the Council shall be entitled (upon giving reasonable prior written to the Owner) to carry out any maintenance works reasonably required to the Public Open Space and recover the proper and reasonable costs and expenses involved from the Owner.
- 2.2. The Owner hereby declares that pursuant to Section 31(6) Highways Act 1980 that the Public Open Space has not been dedicated to the public nor is any use by the public of any part of the Public Open Space to be taken in any way as an intention by the Owner to dedicate the same as highway.
- 2.3. The Owner shall allow public access to the Public Open Space **SUBJECT ALWAYS** to the following provisions:
 - 2.3.1. Access to the Public Open Space shall be subject to such requirements and regulations as may from time to time be imposed by the Owner having regard to overriding reasons of safety, security and prudent building management **PROVIDED THAT** such requirements and regulations shall not be imposed without the Council's prior approval; and
 - 2.3.2. The Owner may erect notices on the Public Open Space and access to the Public Open Space may be denied by the Owner for one day each year in order to prevent public rights of way or common rights coming into being;
 - 2.3.3. The Owner may close the Public Open Space or any part thereof for reasonable periods by reason of:
 - 2.3.3.1. Emergency;
 - 2.3.3.2. Cleansing, maintenance and repair;
 - 2.3.3.3. At the direction of the emergency services or other lawful authority; and
 - 2.3.3.4. Construction activities whilst the Development is being carried out.

Schedule 4 – Financial Contributions

1. Affordable Housing Contribution

- 1.1. The Owner shall not cause or permit first Occupation of the Development until it has paid 25% of the Affordable Housing Contribution to the Council.
- 1.2. The Owner shall not cause or permit the Occupation of more than 100 Dwellings until it has paid a further 25% of the Affordable Housing Contribution to the Council.
- 1.3. The Owner shall not cause or permit the Occupation of more than 200 Dwellings until it has paid a further 25% of the Affordable Housing Contribution to the Council.
- 1.4. The Owner shall not cause or permit the Occupation of more than 300 Dwellings until it has paid the final 25% of the Affordable Housing Contribution to the Council.

2. BNG Contribution

- 2.1. The Owner shall not cause or permit first Occupation of the Development until it has paid the BNG Contribution to the Council.

3. Monitoring Fees

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

Schedule 5– Sustainable Drainage Systems

1. Provision of Sustainable Drainage Systems

- 1.1. The Owner covenants to fully comply with the relevant approved SuDS Maintenance and Management Plan from the Commencement of Development and at all times thereafter to manage and maintain the SuDS in accordance with the details set out in the relevant SuDS Maintenance and Management Plan unless and until the SuDS have been adopted by a Statutory Undertaker or transferred to a Management Company.

2. Management of Sustainable Drainage Systems

- 2.1. Within 12 months of Commencement of Development the Owner shall serve a notice on the Council confirming whether it intends to manage the SuDS itself or whether it intends to transfer the SuDS to a Management Company or to offer the SuDS for adoption by a statutory undertaker.
- 2.2. In the event that the SuDS should be transferred to the Management Company the Management Company shall maintain and manage those SuDS in accordance with the relevant SuDS Maintenance and Management Plan in perpetuity.
- 2.3. No part of the SuDS shall be transferred or leased to any Management Company unless the identity of the Management Company has been approved by the Council (acting reasonably). In seeking approval of any Management Company the Owners shall provide the Council with details of the assets, how the ongoing maintenance and management works will be funded, the structure of the Management Company, voting rights and such other information as the Council (acting reasonably) shall require.
- 2.4. The Owner shall ensure that the Council is provided with up to date contact details (including a contact name, address, telephone number and email address) of any third party or person who is engaged or contracted to carry out any maintenance or management works in respect of any of the SuDS.
- 2.5. Unless and until such time as any part of the SuDS are adopted by a Statutory Undertaker the Council may upon reasonable notice enter the Site in order to check and monitor compliance with the relevant SuDS Maintenance and Management Plan.
- 2.6. In the event that the Council considers that the requirements of the relevant SuDS Maintenance and Management Plan are not being complied with then the Council may serve a notice on the Owner or the Management Company as applicable requiring the Owner or the Management Company (as applicable) to undertake such remedial steps as are specified in the notice.
- 2.7. The Owner or the Management Company (as appropriate) shall comply with the terms of any notice served by the Council pursuant to paragraph 2.6 above within 14 days of the date of service by the Council of the said notice or within such other fair and reasonable period that may be agreed by the Council in writing.
- 2.8. The approved SuDS Maintenance and Management Plan shall only be varied or amended with the prior written approval of the Council.

Schedule 6 – Viability Appraisal

1. Within 20 Working Days following the Occupation of 90% of the Dwellings the Owner shall submit a Viability Re-Appraisal to the Council for approval together with the payment to the Council of the Viability Re-Appraisal Costs Sum.
2. The Council shall confirm in writing to the Owner within 30 Working Days following receipt of a Viability Re-Appraisal that either:
 - 2.1. the Viability Re-Appraisal is agreed; or
 - 2.2. that the Council requires further clarification or details in respect of the Viability Re-Appraisal (and where such further clarification or details are required the Council shall specify such further information and or details); or
 - 2.3. that the Viability Re-Appraisal is not agreed (in which case the Council shall provide the Owner with its own Viability Re-Appraisal).
3. In the event that the Council requires further clarification or details pursuant to paragraph 2.2 above the Owner shall provide such clarification or details as soon as reasonably practicable and in any event within 15 Working Days.
4. In the event that the Council confirms that the Viability Re-Appraisal is not agreed pursuant to paragraph 2.3 above the Owner shall either agree in writing the Council's assessment or shall or submit a revised Viability Re-Appraisal.
5. The process outlined at paragraphs 2 to 4 hereof shall be repeated until such time as agreement is reached in writing between the Council and the Owner in respect of a Viability Re-Appraisal **PROVIDED THAT** in the event that the process is repeated twice and agreement has not been reached then either party may refer the matter to an Expert in accordance with Clause 11 of this Deed.
6. In the event that the Council should not respond (either by e mail or in accordance with clause 17 of the agreement) within the 30 Working Day timeframe as expressed at Paragraph 2 above, then the Owner shall be entitled to refer the Viability Re-Appraisal to an Expert for determination in accordance with Clause 11 of this Deed.
7. In the event that an agreed (or determined pursuant to Clause 11) Viability Re-Appraisal identifies a Surplus the Owner shall pay the Extra Contribution to the Council within 20 Working Days of such agreement (or determination) **PROVIDED THAT** nothing in this Schedule 6 shall require the Owner to pay to the Council a sum that is greater than the Surplus Cap.
8. The Owner shall not cause or permit the Occupation of more than 95% of the Dwellings until the Viability Re-Appraisal is finally settled and any Extra Contribution resulting therefrom is paid to the Council.

Schedule 7 - Council's Covenants (General)

1. Receipt of Financial Contributions

- 1.1. The Council will issue separate receipts on request for any sum paid to the Council under this Deed.
- 1.2. The Council will place all sums received under this Deed in an interest bearing account or in separate accounts as the Council shall at its discretion decide.
- 1.3. The Council will not apply the Contributions or any sums received pursuant to this Deed for any purpose other than as described in this Deed.

2. Repayment of Financial Contributions

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

In relation to the BNG Contribution the deadline for repayment of any unspent or un-committed sum shall be 30 (thirty) years

3. Performance

- 3.1. Upon the reasonable written request of the Owner after any of the Planning Obligations have been performed the Council will issue written confirmation thereof and will thereafter cancel all relevant entries in the register of local land charges.

Executed as a Deed (but not delivered

Until the date of it) by the affixing of

THE COMMON SEAL of

ROCHDALE BOROUGH COUNCIL

Authorised Sealing Officer

(A permanent Officer of the Council)

Executed as a deed

(but not delivered until the date hereof) by

GLP TROWS LLP

acting by:

.....

Director

.....

Director/Secretary

Signed as a deed

(but not delivered until the date hereof) by

WILLIAM DAVID CYRIL THOMPSON

.....

In the presence of:

Witness Signature:

Name of Witness:

Address:

.....

Signed as a deed

(but not delivered until the date hereof) by

LOUISE JANE THOMPSON

.....

In the presence of:

Witness Signature:

Name of Witness:

Address:

.....