

DATED

2023

- (1) THE ROCHDALE BOROUGH COUNCIL
- (2) RUSSELL HOMES (UK) LIMITED

DEED

under

Section 111 of the Local Government Act 1972

and

Section 1 of the Localism Act 2011

relating to

Land on the west of New Street, Littleborough

LPA planning reference: 22/01039/FUL

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THIS DEED is made on

2023

BETWEEN:

- (1) **THE ROCHDALE BOROUGH COUNCIL** of Number One Riverside, Smith Street, Rochdale, OL16 1XU (the **Council**);
- (2) **RUSSELL HOMES (UK) LIMITED** (Company Registration No. 05075645) of Alliance House, Clarence Avenue, 13 Westpoint Enterprise Park, Trafford Park, Manchester M17 1QS (the **Developer**);

WHEREAS:

- (A) The Council is the registered freehold proprietor with absolute title of all that land registered at the Land Registry under Title Number GM840989
- (B) The Developer intends to purchase from the Council the part of the Site edged blue on Plan 2 ("the Blue Land") and which land forms part of Title Number GM840989.
- (C) The Developer owns the freehold of remaining part of the Site edged green on Plan 2 ("the Green Land") and which land is registered under Title Number GM741284.
- (D) The Developer has submitted the Application (which relates to the Site) and the Developer intends to carry out the Development following the purchase of the Blue Land from the Council.
- (E) The Developer enters into this Deed to provide the covenants contained herein.
- (F) The Council would not grant Planning Permission for the Development unless the covenants contained herein were entered into by the Developer and which covenants secure the Section 106 Agreement will bind the Site in respect of the Development by the Developer.
- (G) The Council is the Local Planning Authority for the purposes of this Deed for the area in which the Site is situated and is the Local Planning Authority by whom the covenants in this Deed are enforceable and is the Local Authority for the purposes of Section 111 of the 1972 Act and is satisfied that the arrangements made in this Deed will facilitate, be conducive to and be incidental to the discharge of the Local Authority's functions.

1. DEFINITIONS AND INTERPRETATION

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

1972 Act

the Local Government Act 1972;

1990 Act

the Town and Country Planning Act 1990 (as amended);

Application

the application (reference number 22/01039/FUL) submitted by the Developer to the Council;

Blue Land

means the land shown edged blue on Plan 2 and which forms part of the Site and which the Developer intends to purchase the freehold of from the Council;

Chief Planning Officer

the Chief Planning Officer of the Council for the time being or such other officer of the Council nominated by him for the purposes of this Deed;

Development

the development of the Site in accordance with the Planning Permission;

Expert

an independent person of at least 15 years standing in the area of expertise relevant to the dispute to be agreed between the parties hereto or, failing agreement, to be nominated at the

request and option of any of them, at their joint expense, by or on behalf of the President for the time being of the Law Society;

Green Land

means the land shown edged green on Plan 2 and which forms part of the Site and the freehold of which the Developer owns;

Plan 1

the plan appended to this Deed at Schedule 1 (drawing number 19060 01 P6) showing the Site edged red;

Plan 2

the plan appended to this Deed at Schedule 2 (drawing number LEG 02) showing the Blue Land and the Green Land;

Planning Permission

a planning permission to be granted pursuant to the Application, the draft of which is at Appendix 2;

Section 106 Agreement

a deed pursuant to Section 106 of the 1990 Act securing planning obligations in the form at Appendix 1 (unless otherwise agreed in writing between the Council and the Developer);

Site

means all that land at west of New Street, Littleborough shown edged red on Plan 1 in respect of which the Application has been submitted and to which the Planning Permission if granted will relate;

Solicitors to the Developer

means Gateley Legal (ref: MWIM 101715.00045 / email mark.iveson@gateleylegal.com) or any other firm of solicitors notified by the Developer to the Council in writing;

1.2 Where the context so requires:

1.2.1 recital, clause, sub-clause, paragraph number, Schedule, Appendix or plan is a reference to a recital, clause or sub-clause of, paragraph number of, Schedule to, Appendix to or plan annexed to this Deed;

1.2.2 words importing the singular meaning include the plural meaning and vice versa;

1.2.3 words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, other corporate bodies, firms or legal entities and all such words shall be construed interchangeably in that manner; and

1.2.4 any reference to an Act of Parliament shall include any amendment, modification, extension, consolidation or re-enactment of that Act for the time being in force and in each case shall include all statutory instruments, orders, regulations and directions for the time being made, issued or given under that Act or deriving validity from it.

1.3 Headings where they are included are for convenience only and are not intended to influence the construction and interpretation of this Deed.

1.4 Any notice, notification, consent, approval, agreement, request or statement or details to be made, given or submitted under or in connection with this Deed shall be made or confirmed in writing.

- 1.5 Wherever a covenant falls to be performed by more than one person, the covenant can be enforced against every person so bound jointly and against each of them individually unless there is an express provision otherwise.

2. **OPERATIVE PROVISIONS**

- 2.1 This Deed is entered into under Section 111 of the 1972 Act, Section 1 of the Localism Act 2011 and all other powers so enabling.
- 2.2 The covenants, restrictions and requirements imposed upon the Developer under this Deed are enforceable by the Council against the Developer.

3. **CONDITIONALITY**

The provisions of this Deed shall have immediate effect upon its completion save for clause 4 which shall only have effect on the date upon which the Planning Permission is granted.

4. **DEVELOPER'S COVENANTS**

- 4.1 From the date ascertained pursuant to clause 3 above, the Developer hereby covenants with the Council as follows:-

4.1.1 that should the Developer complete the purchase of the freehold of the Blue Land from the Council it will within 10 working days of such completion date duly execute and send to the Council two copies of the attached Section 106 Agreement released for sealing and completion by the Council;

4.1.2 that should the Developer complete the purchase of the freehold of the Blue Land from the Council it will not (and will not permit anyone else to) commence Development on the Site pursuant to the Planning Permission unless it has first complied with clause 4.1.1

5. **COUNCIL COVENANTS**

- 5.1 The Council covenants that upon the receipt of the two copies of the Section 106 Agreement supplied by the Developer pursuant to clause 4.1.1 hereof, it shall arrange for sealing and completion of the same by the Council as soon as possible (and in any event within 10 Working Days of receipt) and will immediately following completion send out (registered mail / signed for delivery) one original copy of the completed Section 106 Agreement to the Solicitors to the Developer and will also email a completed pdf copy of the same to the Solicitors to the Developer.

6. **MISCELLANEOUS**

- 6.1 Each of the parties hereto shall act in good faith and reasonably in respect of this Deed.
- 6.2 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.
- 6.3 This Deed shall be registered as a Local Land Charge (so far as it is capable of being so registered).
- 6.4 Following the performance and satisfaction of all the covenants contained in this Deed the Council shall upon request effect the cancellation of any entries made in the Register of Local Land Charges in respect of this Deed.
- 6.5 This Deed shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permission shall be quashed, revoked or otherwise withdrawn or (without the consent of the Developer) it is modified by any statutory procedure or expires prior to the commencement of Development.
- 6.6 If pursuant to Clause 6.5 this Deed shall terminate and cease to have effect the Council shall remove any entry relating to this Deed from the Register of Local Land Charges.

- 6.7 Insofar as any Clause or Clauses of this Deed are found (for whatever reason) to be invalid, illegal or unenforceable then such invalidity, illegality or unenforceability shall not affect the validity, legality or enforceability of the remaining provisions of this Deed.
- 6.8 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.
- 6.9 Nothing in this Deed shall be construed as restricting the exercise by the Council of any power or discretion exercisable by it under the 1990 Act or under any other Act of Parliament nor prejudicing or affecting the Council's rights, powers, duties and obligations in any capacity as a local or public authority.

7. NOTIFICATION

Unless it is expressed herein that a different form of communication should be used, all notices, requests and demands or other written communications to or upon the parties pursuant to this Deed shall be deemed to have been properly given or made if dispatched by first class letter or facsimile transmission to the party to which such notice, request, demand or other written communication is to be given or made under this Deed and addressed as follows (or to such other address as the party to whom the notices, requests, demands or other written communication is to be given or made shall from time to time notify in writing to the other parties as its address for the purposes of this Clause 7):

- 7.1 to the Council care of the Chief Planning Officer at the address shown on page 1 of this Deed quoting the Application reference number 22/01039/FUL; and
- 7.2 to the Developer at its address shown on page 1 of this Deed.

8. THIRD PARTIES

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.

9. WAIVER

No waiver (whether expressed or implied) by the Council or the Developer 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 for acting upon any subsequent breach or default.

10. LEGAL COSTS

The Developer shall pay to the Council its reasonable legal fees in relation to both (i) the preparation and completion of this Deed of £785.00 and (ii) the preparation of the specimen Section 106 Agreement of £2000.00 attached hereto at Appendix 1 prior to completion of this Deed.

11. DISPUTE PROVISIONS

- 11.1 Any dispute arising between the parties relating to any matter contained in this Deed may be referred to the Expert by any party.
- 11.2 The Expert will act as an expert and not as an arbitrator.
- 11.3 Each party will bear its own costs and the Expert's costs will be paid as determined by him.
- 11.4 The Expert will be required to give notice to each of the parties, inviting each of them to submit to him written representations and cross representations with such supporting evidence as they shall consider necessary and the Expert shall have regard thereto in making his decision.
- 11.5 The Expert's decision will be given in writing as expediently as possible with reasons and in the absence of manifest error, error of law and/or fraud will be final and binding on the parties.

11.6 The Expert shall have the liberty to set such reasonable directions as the Expert may decide to do acting reasonably

12. JURISDICTION

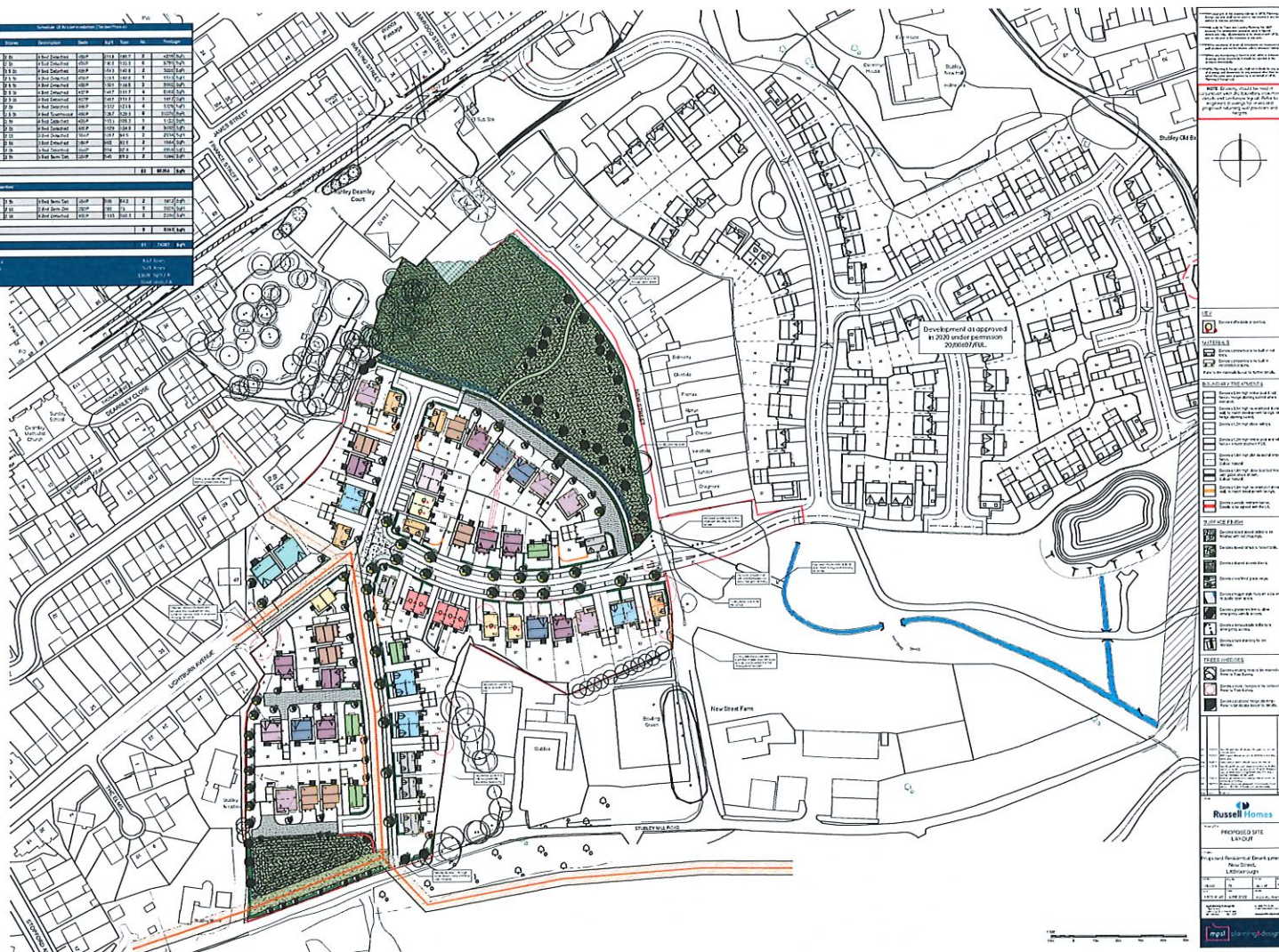
This Deed is governed by and interpreted in accordance with the law of England and Wales and the parties submit to the exclusive jurisdiction of the courts of England and Wales.

13. DELIVERY

The provisions of this Deed (other than this Clause which shall be of immediate effect) shall be of no effect until this Deed has been dated.

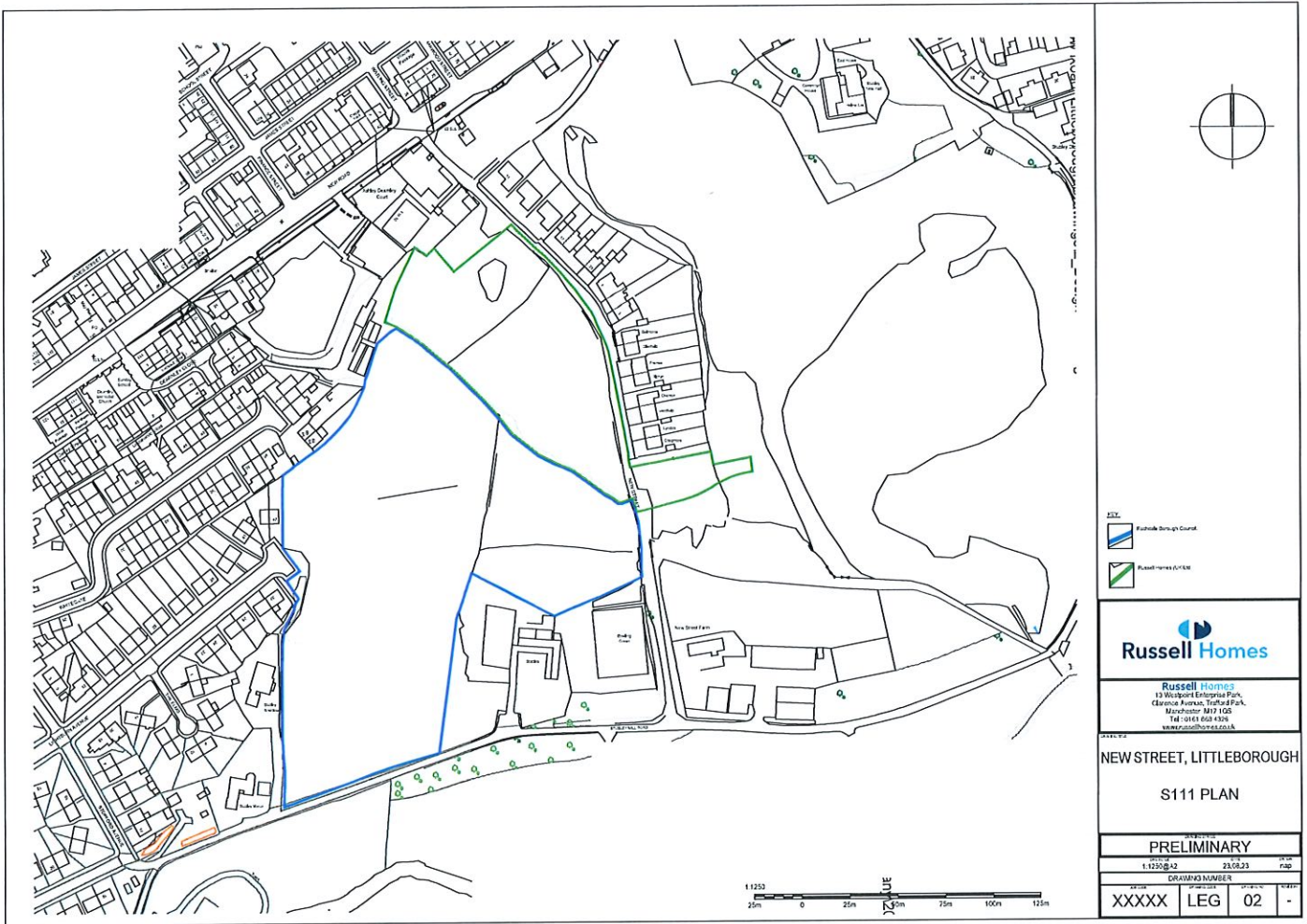
IN WITNESS whereof the parties hereto have executed this Deed the day and year first before written.

Schedule 1 – Plan 1 –Site

[illegible]

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Schedule 2 – Plan 2 – Blue Land and Green Land



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Appendix 1 – draft Section 106 Agreement

Dated

2023

THE ROCHDALE BOROUGH COUNCIL

and

RUSSELL HOMES (UK) LIMITED

AGREEMENT

Pursuant to Section 106 of the Town & Country
Planning Act 1990 in respect of land on the west of New Street, Littleborough

AN AGREEMENT by way of Deed made the day of
2023

BETWEEN

- (1) **THE ROCHDALE BOROUGH COUNCIL** of Number One Riverside, Smith Street, Rochdale, OL16 1XU ("**the Council**")
- (2) **RUSSELL HOMES (UK) LIMITED** (Company registration number 05075645) whose registered office is at Alliance House, Clarence Avenue, 13 Westpoint Enterprise Park, Trafford Park, Manchester M17 1QS ("**the Owner**")

WHEREAS:

- (1) The Council is the Local Planning Authority for the purpose of the Town and Country Planning Act 1990 (as amended) ("**the 1990 Act**") for the area in which the Site is situate and by whom the planning obligations contained in this Deed are enforceable
- (2) The Owner has an interest in the Site in the form of being the freehold owner of the Site. Part of the Site is registered at the land registry under title number GM741284 recording the Owner as the registered proprietor. The Owner acquired the remaining part of the Site via a transfer of the freehold interest to it dated the [] which is yet to be registered at the land registry.
- (3) The Owner submitted the Application to the Council for and intends to carry out the Development in accordance with the Planning Permission
- (4) This Deed relates to the Planning Permission referenced 22/01039/FUL.
- (5) The Council is concerned to ensure that the Development of the Site is carried out in such a way as to ensure that appropriate provision will be made in accordance with the Council's policies in relation to the

Development of:

- (a) Education, outdoor sports provision and transport; and
- (b) Affordable Housing, public open space and a local play area. The Council has therefore secured the completion of this Deed.

- (6) The parties hereto agree that it is necessary to make the Development acceptable in planning terms that this Deed be entered into and that the securing of such provision as is mentioned above by way of the payments to be made to the Council and other matters set out in this Deed as hereinafter appearing are directly related to and fairly and reasonably related in scale and kind to the Development

NOW THIS DEED WITNESSETH as follows:-

1. Definitions and Construction of this Deed

- 1.1 In this Deed unless the context otherwise requires the following words and expressions and phrases shall have the meanings hereby ascribed to them:

"the Act"	Means the Town and Country Planning Act 1990 as amended
"Active Travel and Public Realm Improvements Contribution"	Means the sum of £610,000.00 to be paid to the Council pursuant to the terms of this Deed and used for the purposes set out herein
"Affordable Housing"	Means housing for sale or rent, for those whose needs are not met by the market (including housing that provides a subsidised route to home ownership and/or is for essential local workers) as per the definition of affordable housing within Annex 2 of the

	National Planning Policy Framework 2021 (or any future guidance or initiative that replaces or supplements it)
"Affordable Housing Units"	Unless otherwise agreed in writing between the Owner and the Council means, 9 Dwellings identified on the Affordable Housing Plan to be provided as Affordable Housing of the following type:- - 5 plots being 9 to 13 inclusive shall be Affordable Housing for Rent Units; & - 4 plots being 7, 8, 52 and 53 shall be Shared Ownership Units
"Affordable Housing Plan"	Means Plan 1 attached hereto
"Affordable Rent"	Means a rent that is no more than 80% of local market rent (including service charges where applicable)
"Affordable Housing for Rent Units"	Means Affordable Housing that is affordable housing for rent as defined in Annex 2 of the National Planning Policy Framework February 2021 (or any future guidance or initiative that replaces or supplements it) let by a Registered Provider at an Affordable Rent

“Application”	Means the full application for Planning Permission for a residential development of 61 dwellings (to include 2no. Use Class C2 residential care dwellings for children), access, landscaping, open space, SUDs and associated works on the Site and given reference number 22/01039/FUL by the Council
“Chargee” 	Means a mortgagee or chargee (or any receiver (including an administrative receiver) appointed by such mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security or any administrator (however so appointed) including a housing administrator (each a Receiver)) of the whole or any part of the Affordable Housing Units or any persons or bodies deriving title through such mortgagee or chargee or Receiver)
“Commencement of the Development”	Means the commencement of the Development by the carrying out on the Site pursuant to the Planning

	Permission of a material operation as specified in Section 56(4) of the Act (but not including any operations relating to site investigations, safety, security, or surveys, or the demolition of any existing buildings, or clearance of or removal of contamination from the Site) or the erection of hoarding or the erection of site huts and the phrases "Commence the Development", "Commence" and "Commenced" shall be construed accordingly.
"Council"	Means the Council of the Metropolitan Borough of Rochdale and any successor to its statutory functions and any duly appointed employee or agent of the Council or successor
"Development"	Means development pursuant to the Planning Permission
"Dwelling"	Means any of the residential units constructed on the Site pursuant to the Planning Permission.
"Education Contribution"	Means the sum calculated in accordance with paragraph 3 of Schedule 2 and to be paid to the Council pursuant to the

	terms of this Deed and used for the purposes set out herein
"Expert"	Means the expert who may be appointed in accordance with clause 9
"First Occupation"	Means the Occupation of the first Dwelling on the Site
"LAP"	Means a local area of play which may be provided on the Site within the Public Open Space
"LAP Contribution"	Means the sum of £109,327.21 to be paid to the Council in lieu of the provision on an on-site LAP and which sum shall be used by the Council towards improving the Smithy Bridge Play Area, off Cleggswood Avenue
"Management Company"	Means the company to be formed by the Owner to manage the Public Open Space (and if applicable the LAP)
"Management Plan"	Means a scheme for the future management and maintenance of the Public Open Space (and if applicable the LAP) and which specifies the Management Company's tasks and timing and the frequency of maintenance operations (and which may be amended

	from time to time with agreement between the Owner and the Council).
"Monitoring Fees"	means the sum of £10,000 (ten thousand pounds) being the four percent (4%) monitoring fee in respect of each financial obligation (capped at £10,000 in total) and the sum of £1000 (one thousand pounds) being the £1000 per non-financial obligation in respect of the Public Open Space as per the Community Infrastructure Levy (Amendment) (England) (No.2) Regulations 2019 introduced in September 2019
"Occupation"	Means beneficial occupation of any Dwelling constructed as part of the Development for the purposes permitted by the Planning Permission but excluding occupation by personnel engaged in construction, fitting out, decoration or occupation for marketing or display or in relation to security operations and "Occupy", "Occupied" and "Occupying" shall be construed accordingly
"Open Market Dwelling"	Means any Dwelling which is not one of the Affordable

	Housing Units
"Outdoor Sport Contribution"	Means the sum of £120,261.77 to be paid to the Council pursuant to the terms of this Deed and used for the purposes set out herein
"Planning Permission"	Means the written full planning permission granted pursuant to the Application
"Plan 1"	Means the plan reference 19060 01 P6 attached to this Deed
"Plan 2"	Means the plan reference 103 Rev A attached to this Deed
"Practically Completed"	Means completed and made available to a standard fit for residential occupation
"Protected Tenant"	Means any person who:- (a) has exercised the right to acquire pursuant to the Housing Act 1996 or any statutory provision for the time being in force (or any equivalent contractual or voluntary right) in respect of a particular Affordable Housing Unit (b) has exercised any statutory right to buy (or any equivalent contractual or voluntary

	right) in respect of a particular Affordable Housing Unit (c) has been granted a shared ownership lease by a Registered Provider (or similar arrangement where a share of the Affordable Housing Unit is owned by the tenant/owner and a share is owned by the Registered Provider) in respect of a particular Affordable Housing Unit and the person has subsequently staircased out to 100% of the equity pursuant to a shared ownership lease (or purchased from the Registered Provider all the remaining shares so that it owns the entire Affordable Housing Unit pursuant to a similar arrangement where a share of the Affordable Housing Unit is owned by the tenant/owner and a share is owned
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	by the Registered Provider)
"Public Open Space"	Means the recreational open space and amenity land within the Site shown shaded mauve on the Public Open Space Plan
"Public Open Space Plan"	Means Plan 2 showing the Public Open Space attached hereto
"Registered Provider"	Means a body which is registered as a social landlord pursuant to the provisions of the Housing Act 1996 or is a registered provider as defined in the Housing and Regeneration Act 2008 or any other body nominated by the Owner and approved by the Council, such approval not to be unreasonably withheld or delayed
"Shared Ownership Units"	Means shared ownership housing as defined in Annex 2 of the National Planning Policy Framework 2021 (or any future guidance or initiative that replaces or supplements it) let on a shared ownership lease by a Registered Provider and where staircasing is permitted
"Site"	Means the land in respect of which the Application has been made and which is described in Schedule 1 and shown edged red on Plan 1
"Working Day"	Means any day from Monday to Friday inclusive which is not

	a Bank or Public Holiday
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- 1.2 Where in this Deed reference is made to any clause, paragraph or schedule or recital such reference (unless the context otherwise requires) is a reference to a clause, paragraph or schedule or recital in this Deed
- 1.3 The clause paragraph and schedule headings do not form part of this Deed and shall not be taken into account in its construction or interpretation
- 1.4 Words importing the singular meaning where the context so admits includes the plural meaning and vice versa
- 1.5 Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed interchangeably in that manner
- 1.6 Wherever there is more than one person named as a party and where more than one party undertakes an obligation, all their obligations can be enforced against all of them jointly and against each individually unless there is an express provision otherwise
- 1.7 Any reference to an Act of Parliament or Statutory Order shall include any modification, extension or re-enactment of that Act or Order for the time being in force and shall include all instruments, orders, plans, regulations, permissions and directions for the time being made, issued or given under that Act or Order or deriving validity from it
- 1.8 Reference to any party to this Deed shall include the successors in title to that party and to any person deriving title through or under that party and in the case of the Council the successors to its respective statutory

functions

- 1.9 An obligation to do something includes an obligation to procure it to be done and an obligation not to do something includes an obligation not to allow it to be done

2. THIS Deed which contains planning obligations for the purposes of Section 106 of the Act is made pursuant to the said Section 106 of the Act with the intent that the covenants hereinafter contained shall be enforceable by the Council acting under the powers contained in Section 106 of the Act aforesaid or otherwise against the Owner and all persons deriving title from the Owner (subject always to the terms and conditions of this Deed)

3. INSOFAR as any of the covenants contained in the Deed are not planning obligations within the meaning of Section 106 of the Act they are entered into pursuant to the powers contained in Section 111 of the Local Government Act 1972 and all other enabling powers

4. THE parties to this Deed agree that this Deed may be rescinded or varied without the consent of any third party whose consent would otherwise be required pursuant to the Contracts (Right of Third Parties) Act 1999 ("**the 1999 Act**") and that nothing in this Deed will create any rights in favour of any person pursuant to the 1999 Act provided always that this clause 4 (for the avoidance of any doubt) shall not affect any rights of action of any person to who this Deed has been lawfully assigned or becomes vested in law.

5. THE obligations contained in this Deed shall be enforceable in accordance with the terms and conditions of this Deed by the Council from the date of this Deed.

6. IN consideration of these presents the Owner enters into this planning obligation and covenants with the Council as set out in Schedule 3.

7 **IN** consideration of these presents and of the covenants by the Owner the Council covenants with the Owner as follows:-

- 7.1 That it will use the money paid under the provisions of this Deed for the purposes set out in Schedule 2 (or as otherwise specified) and for no other purpose
- 7.2 That it will comply with its obligations set out in Schedule 3
- 7.3 That if the Outdoor Sport Contribution, Active Travel and Public Realm Improvements Contribution, LAP Contribution and/or the Education Contribution (or any part thereof) have not been spent or contractually committed to be spent towards the respective purposes set out in this Deed within five years from the date of payment (or part payment as appropriate) then it will repay to the Owner such part of the Outdoor Sport Contribution, Active Travel and Public Realm Improvements Contribution, LAP Contribution and/or the Education Contribution (as the case may be) that has not been spent or contractually committed to be spent but without being liable for interest on any sums so repaid
- 7.4 That it will act reasonably, properly and diligently in exercising its discretion and discharging its functions under this Deed.

8. **IT** is agreed between the parties to this Deed as follows

- (i) No person shall be liable for any breach of the covenants restrictions or obligations contained in this Deed which affect the Site in which he has no interest or which occur after he has parted with his interest in the said Site or that part of the said Site in respect of which a breach occurs
- (ii) The provisions of the Interpretation Act 1978 shall apply to the terms hereof as if this Deed was an Act of Parliament
- (iii) This Deed shall be registered as a local land charge by the Council
- (iv) Any notice required to be served on any party to this Deed shall be deemed to have been properly served if delivered or sent by hand or sent by first class post, pre-paid or recorded delivery service to the address of the party given in this Deed or to such other address as

- shall have been notified by that party in writing to all other parties
- (v) Unless the time of actual receipt is proved, a notice, demand or communication sent by the following means is to be treated as having been served:
- (a) If delivered by hand, at the time of delivery;
 - (b) If sent by post, on the second working day after posting; or
 - (c) If sent by recorded delivery, at the time delivery was signed for
- (vi) If a notice, demand or any other communication is served after 4pm on a Working Day, or on a day that is not a Working Day, it is to be treated as having been served on the next Working Day.
- (vii) If any clause of this Deed shall be found to be invalid or unenforceable then such invalidity or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed
- (viii) Where any matter is required to be agreed or approved by any party to this Deed then such agreement or approval shall not be unreasonably withheld or delayed
- (ix) The planning obligations contained in this Deed shall not be enforceable against any purchaser(s), occupier(s) and/or tenant(s) of any Dwelling(s) constructed on the Site (or the mortgagees of any such purchasers, occupiers and/or tenants) save in respect of paragraph 5 of Schedule 3 which shall (subject always to the terms and conditions of this Deed) be enforceable against any Registered Provider owning 1 or more Dwellings
- (x) The planning obligations contained in this Deed shall not be enforceable against any statutory (or similar) undertaker with any interest in the Site (or part of it) for infrastructure purposes
- (xi) Following the performance and satisfaction of all obligations contained in this Deed the Council shall effect the cancellation of the entry in the Local Land Charges Register relating to it
- (xii) No waiver whether express or implied by the Council in respect of any breach or default in performing any of the obligations in this Deed shall constitute a continuing waiver and no such waiver shall prevent the Council from enforcing any of the remaining obligations or from acting upon any subsequent breach or default

- (xiii) Nothing in this Deed shall be construed as prohibiting or limiting any right to develop any part of the Site in accordance with planning permission (other than the Planning Permission) granted (whether or not on appeal) before and/or after the date of this Deed nor shall any person be liable to make any payment pursuant to this Deed in respect of any development authorised by such other planning permission.

9. RESOLUTION OF DISPUTE

- 9.1 In the event of any dispute arising between the parties, the parties will attempt to resolve that dispute amicably including holding a meeting attended by at least one representative from each party.
- 9.2 If the parties are unable to resolve the dispute amicably pursuant to clause 9.1, one party may by serving notice on all the other parties (the Notice) refer the dispute to an Expert for determination.
- 9.3 The Notice must specify:
- 9.3.1 the nature basis and brief description of the dispute;
 - 9.3.2 the clause(s) or paragraph(s) of this Deed pursuant to which the dispute has arisen; and
 - 9.3.3 the name and address of the proposed Expert.
- 9.4 In the event that the parties are unable to agree whom should be appointed as an Expert within 10 Working Days after the date of the Notice then either party may request to the President of the Law Society to nominate the Expert at their joint expense and any such expert to be nominated must be of more than 15 years post qualification experience.
- 9.5 The Expert shall act as an expert and not as an arbitrator and his decision will (in the absence of manifest error, error of law and/or fraud) be final and binding on the parties hereto and at whose cost shall be at

his discretion or in the event that he makes no determination, such costs will be borne by the parties to the dispute in equal shares.

- 9.6 The Expert will be appointed subject to an express requirement that he reaches his decision and communicates it to the parties within the minimum practicable timescale allowing for the nature and complexity of the dispute.
- 9.7 The Expert will be required to give notice to each of the said parties inviting each of them to submit to him within 10 Working Days written submissions and supporting material and will afford to each of the said parties an opportunity to make counter submissions within a further 10 Working Days in respect of any such submission and material and shall be at liberty to set further reasonable directions either upon the application of either party to the dispute or otherwise

10. COMMUNITY INFRASTRUCTURE LEVY

- 10.1 For the purposes of this clause "CIL" means a tax, tariff or charge introduced by the Council pursuant to regulations enabled by the Planning Act 2008 or any subsequent proposed legislation to fund the delivery of infrastructure known as the "community infrastructure levy" or known by any other name.
- 10.2 If after the date of this Agreement a CIL is introduced that is applicable to the Development then the parties to this Deed will, should it be reasonably required in the circumstances, use reasonable endeavours to agree variations to this Agreement with the intent that:
- 10.2.1 the planning benefits secured by this Deed should continue to be secured and delivered; and
- 10.2.2 the Owner should not be in a position whereby they are in a financially worse position because of CIL in respect of the obligations contained in the Deed than they would be if they performed the obligations in this Deed and no CIL had been introduced.

11. TERMINATION OF THIS DEED

- 11.1 If the Planning Permission shall expire before Commencement or shall at any time be quashed, revoked, withdrawn or modified (without the consent of the Owner) or for any reason cease to remain extant and capable of implementation this Deed shall forthwith determine and cease to have effect in which case the registration of this Deed on the Register of Local Land Charges and Land Registry will forthwith be cancelled by the Council.
- 11.2 Clause 11.1 will not apply in respect of any minor non-material modifications to the Planning Permission agreed in writing from time to time between the Council and the Owner.
- 11.3 Where the Deed comes to an end under clause 11.1 any monies paid under this Deed to the Council, with the exception of any monies lawfully expended by the Council in accordance with the terms of this Deed prior to the termination of the Deed in accordance with clause 11.1, shall be returned to the party that made the payment within one month of the Deed coming to an end together with interest accrued on the monies from and including the date of payment to and including the date of repayment.
- 11.4 If the Owner makes a request in writing for the Council to place a note against the entry made in the Local Land Charges Register stating which obligations under this Deed have been discharged and complied with, the Council shall, where it is satisfied that the obligation has been discharged and complied with, within two (2) weeks of receipt of such request place such a note against the entry.
- 11.5 This Deed shall determine if at any time after the date of this Deed the Council or any other competent authority grants a planning permission, other than the Planning Permission, in respect of the Site under which development is commenced for the purposes of section 56 of the Act.

12. LATE PAYMENT

12.1 If any payment due under any of the provisions of this Deed is not made on or before the due date the party from whom it was due shall at the same time as making the payment to the other party pay interest at 3% above the base lending rate of Barclays Bank Plc as at the due date for the period starting with the due date and ending with the date on which payment of the sum on which interest is payable is received by the Council.

13. VAT

All consideration given in accordance with the terms of this Deed shall be exclusive of value added tax properly payable unless the contrary is provided.

14. HISTORIC AGREEMENTS

14.1 The Council hereby covenants with the Owner (pursuant to section 106 and section 106A of the Act) that no sections 106 agreements (if any) which pre-date the date of this Deed relating to the Site (or any part thereof) shall be enforceable against the Site (or any part thereof) and/or the Owners (and/or their chargees/mortgagees) of the Site (or any part thereof) which has been developed or is being developed pursuant to the Planning Permission.

15. THIS Deed is governed by and interpreted in accordance with the law of England and Wales

IN WITNESS WHEREOF the parties hereto have duly executed this Deed the day and year first before written

SCHEDULE 1

Description of the Site

Land to the west of New Street Littleborough shown edged red on Plan 1



SCHEDULE 2
The Contributions

1. The Outdoor Sport Contribution shall be the sum of £120,261.77 to be spent by the Council towards improvements to the Dearnley Sports Pitch off Arm Road which the Council has assessed will be of direct benefit to the residents of the Development
2. The Active Travel and Public Realm Improvement Contribution shall be the sum of £610,000 to be used by the Council towards connectivity, active travel and public realm improvements connecting the Site, the A58 and Smithy Bridge and Littleborough Train Stations
3. The Education Contribution shall be the sum of £103,112.26 to be spent by the Council for secondary places in the Pennines Secondary School Place Planning area.

SCHEDULE 3

The Owner's covenants (and Council's obligations in relation to them)

Active Travel and Public Realm Improvements Contribution

1. The Owner shall pay the Active Travel and Public Realm Improvements Contribution to the Council as follows:
 - a. 33% on or before Commencement of the Development
 - b. 33% before 60% of the Open Market Dwellings are Practically Completed; and
 - c. 34% before 80% of the Open Market Dwellings are Practically Completed

Outdoor Sport Contribution

2. The Owner shall pay the Outdoor Sport Contribution to the Council as follows:
 - a. 33% on or before Commencement of the Development
 - b. 33% before 60% of the Open Market Dwellings are Practically Completed; and
 - c. 34% before 80% of the Open Market Dwellings are Practically Completed

and not to continue Development or Practically Complete the specified portion of the Open Market Dwellings (as the case may be) until the required portion of the Outdoor Sport Contribution (as specified above) has been paid.

Education Contribution

3. The Owner shall pay the Education Contribution to the Council as follows:
 - (a) 33% before First Occupation;
 - (b) 33% before 60% of the Open Market Dwellings are Occupied; and
 - (c) 34% before 80% of the Open Market Dwellings are Occupiedand not to permit First Occupation of the specified portion of the Open Market Dwellings (as the case may be) until the required portion of the

Education Contribution (as specified above) has been paid.

Affordable Housing

4. No more than 80% of the Open Market Dwellings shall be Occupied unless Affordable Housing Unit plots (7, 8, 9, 10, 11, 12, 13, 52 and 53) have been constructed and are ready for Occupation (unless otherwise agreed in writing between the Owner and the Council)
5. The Affordable Housing Units shall not be used other than as Affordable Housing Units save that this obligation shall not be binding:-
 - (a) on any Protected Tenant or any mortgagee or chargee of the Protected Tenant or any person deriving title from the Protected Tenant or any successor in title thereto and all their respective mortgagees and chargees; and/or
 - (b) on any Chargee or any person deriving title from the Chargee or any successors in title thereto and all their mortgagees and chargees
6. AT ALL TIMES and notwithstanding anything else in this Deed:-
 - 6.1 if any of the Affordable Housing Units have been reasonably offered for sale and openly advertised as such to one or more Registered Providers for a continuous period of 6 months upon reasonable terms and conditions (and which offering may take place off-plan) and thereafter one or more of the Affordable Housing Units have not been purchased by a Registered Provider (or are not subject to a conditional (and/or unconditional) sale contract with a Registered Provider)) then the Council agrees that the Owner may either continue to market the Affordable Housing Units for sale to a Registered Provider or may ask the council to reasonably agree a different scheme for delivery of the Affordable Housing Units (and which alternative scheme may include payment of a financial contribution to the Council for the Council to use towards the delivery of Affordable

Housing off-site in lieu of the on-site Affordable Housing Unit provision at the Owner's discretion) and the Council agrees that it will upon the request of the Owner reasonably negotiate and enter into a supplemental agreement pursuant to section 106 of the Act in order to document any such different scheme for the delivery of the Affordable Housing Units reasonably agreed between the Owner and the Council.

6.2 the Owner may at any time ask the Council to consider whether it would be appropriate for starter homes (as defined in the National Planning Policy Framework February 2021) to be delivered as an alternative to some or all of the Affordable Housing for Rent Units and/or Shared Ownership Units.

7. The Council hereby covenants to comply with its obligations arising out of paragraphs 6.1 and 6.2 above which for the avoidance of any doubt means reasonably agreeing an alternative scheme for the delivery of the Affordable Housing Units at the request of the Owner pursuant to paragraph 6.1 and reasonably agreeing a supplemental agreement pursuant to section 106 of the Act to document the same and reasonably considering whether starter homes may be used as set out in paragraph 6.2

LAP and Public Open Space

8. Prior to Occupation the Owner shall submit the Management Plan to the Council for approval.

9. On receipt of the Management Plan and within twenty (20) Working Days advise the Owner in writing that either:

- (i) the Council approves the Management Plan; or
- (ii) the Council does not approve the Management Plan and shall provide the Owner with reasons for not approving it in writing together with any other information that the Owner may reasonably require in order that it may submit a revised Management Plan

And such procedure shall be repeated as often as is necessary until such time as the Council approves the Management Plan and where the Council does not comply with the timescales set out in this paragraph 8 the Management Plan shall be deemed approved by the Council for the purposes of this Deed.

10. The Owner shall not permit Occupation of the 60th Dwelling until such time as the Management Plan has been approved by the Council.

11. The Owner shall either: (i) lay out a LAP (the specification of which to be agreed with the Council prior to any laying out of the LAP) within the Public Open Space prior to Occupation of the 60th Dwelling (and thereafter maintain the LAP in conjunction with the Public Open Space in accordance with the Management Plan); or (ii) pay the LAP Contribution to the Council prior to Occupation of the 60th Dwelling and thereafter maintain the Public Open Space in accordance with the Management Plan

Miscellaneous

12. The Owner shall provide the Council with at least five(5) Working Days' written notice of the intended date of Commencement of the Development and at least ten (10) Working Days' notice of the anticipated date of First Occupation.

13. The Owner shall notify the Council in writing of any sale of the Site or part of the Site (to include the date of sale and the name and address of the person to whom the Site is sold) within ten Working Days of completion of any such sale PROVIDED that this requirement shall not relate to any sale of the Site or part of the Site which is a single Dwelling plot sale.

14. The Owner shall pay the Monitoring Fees to the Council as follows:-

14.1 33% on or before Commencement of Development;

14.2 33% before 60% of the Open Market Dwellings are Practically

Completed; &

14.3 34% before 80% of the Open Market Dwellings are Practically Completed.

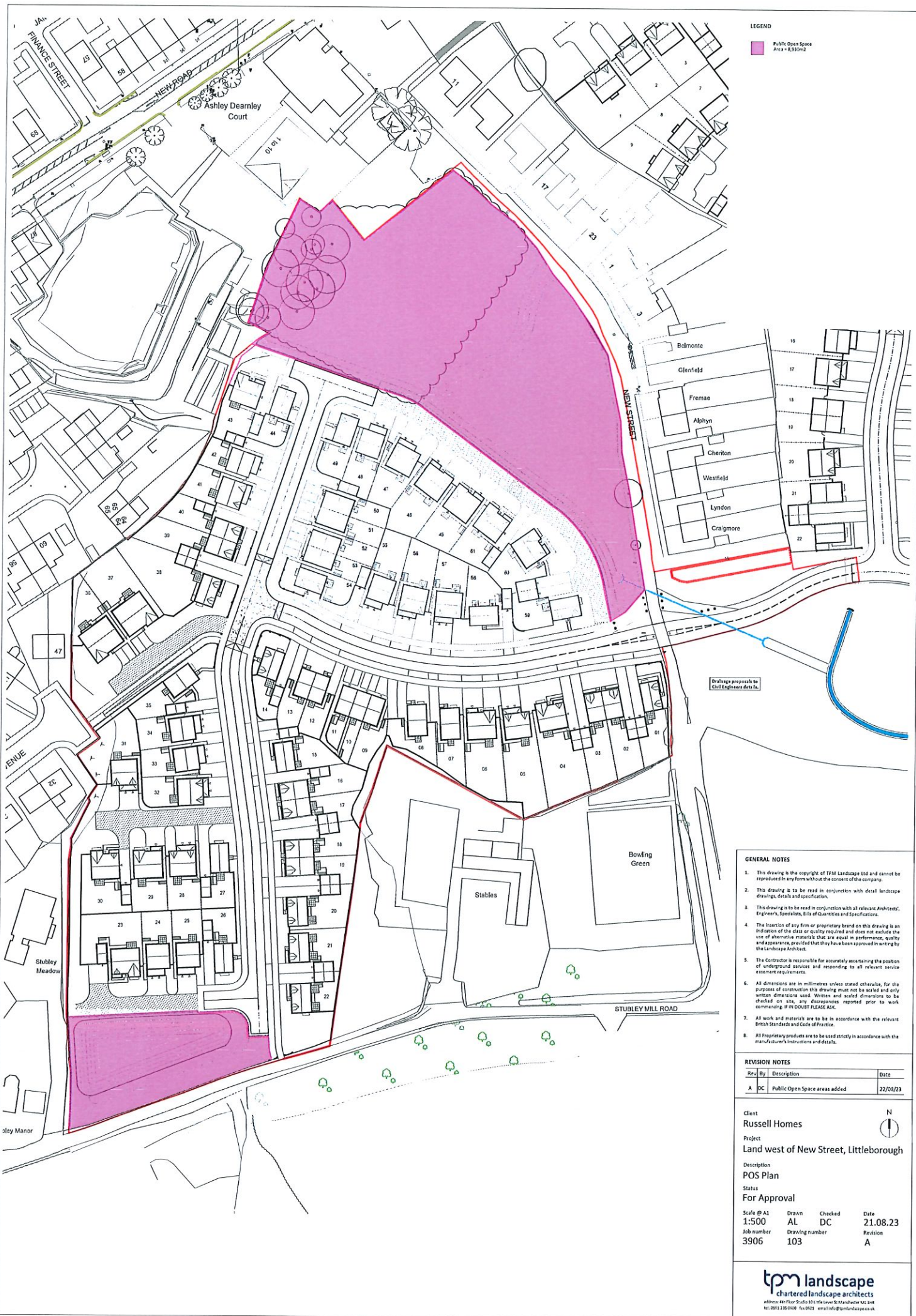
PLAN 1

Draft

[illegible][illegible]

PLAN 2





LEGEND

Public Open Space
Area = 0.935m2

GENERAL NOTES

1. This drawing is the copyright of TFM Landscape Ltd and cannot be reproduced in any form without the consent of the company.
2. This drawing is to be read in conjunction with detail landscape drawings, details and specifications.
3. This drawing is to be read in conjunction with all relevant Architects', Engineers', Specialists', Bills of Materials and Specifications.
4. The insertion of any firm or proprietary brand on this drawing is an indication of the class or quality required and does not exclude the use of alternative materials that are equal in performance, quality and appearance, provided that they have been approved in writing by the Landscape Architect.
5. The Contractor is responsible for accurately ascertaining the position of underground services and responding to all relevant service easement requirements.
6. All dimensions are in millimetres unless stated otherwise, for the purpose of construction this drawing must not be scaled and only written dimensions used. Written and scaled dimensions to be checked on site, any discrepancies reported prior to work commencing. IF IN DOUBT PLEASE ASK.
7. All work and materials are to be in accordance with the relevant British Standards and Code of Practice.
8. All Proprietary products are to be used strictly in accordance with the manufacturer's instructions and details.

REVISION NOTES

Rev	By	Description	Date
A	DC	Public Open Space areas added	22/08/23

Client
Russell Homes

Project
Land west of New Street, Littleborough

Description
POS Plan

Status
For Approval

Scale @ A1 1:500	Drawn AL	Checked DC	Date 21.08.23
Job number 3906	Drawing number 103	Revision A	

tpm landscape
chartered landscape architects

address: vicar road, littleborough, lancashire, UK, M6 1JH
tel: 0121 235 0008 fax: 0121 235 0001 email: info@tpmlandscape.co.uk

EXECUTED AS A DEED by affixing)
the Common Seal of **THE ROCHDALE**)
BOROUGH COUNCIL in the presence of:)

Authorised Signatory

EXECUTED AS A DEED by _____)

RUSSELL HOMES (UK) LIMITED)

acting by a director in the presence of: _____)

Signature of Director: _____

Signature of witness: _____

Name (in BLOCK CAPITALS): _____

Address: _____

Appendix 2 – draft Planning Permission



ROCHDALE
BOROUGH COUNCIL

DRAFT DECISION

Town and Country Planning Act 1990 (as amended)

PLANNING PERMISSION GRANTED

APPLICATION REFERENCE: 22/01039/FUL

Name and address for correspondence:	Applicant name:
Mr Jordan Clark Barton Willmore Tower 12 Bridge Street Spinningfields Manchester M3 3BZ	Russell Homes (UK) Ltd

Part I - Particulars of Application

Date of Application: 24 October 2022

Proposal:	Erection of a residential development for 61 dwellings (to include 2no. Use Class C2 residential care dwellings for children), access, landscaping, open space, SUDs, and associated works.
Location:	Land To The West Of New Street, Littleborough, ,

Part II - Particulars of decision

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

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

Conditions and Reasons:

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

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

- 2 This permission relates to the following plans:-

Proposed Site Layout	19060/1	P5
Boundary Treatment Layout	19060/3	A

Boundary Treatment Details	19060/4	
Boundary Treatment Entrance	19060/11	
Materials Layout	19060/7	A
Hard Surfacing	19060/8	A
Affordable Housing Layout	19060/9	A
Existing and Proposed Levels	19060/11	A
PV Panel Layout	19060/12	
Housetype Planning Brochure	19060_HT_HB_01	Jan-23
Landscape Layout	3906/ 102	H
Planting Plan 1	3906/ 201	D
Planting Plan 2	3906/ 202	D
External Materials Schedule	Dated 03/04/2023	

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

Reason: For the avoidance of doubt and to ensure a satisfactory standard of development in accordance with the policies contained within the adopted Rochdale Core Strategy, the saved Rochdale Unitary Development Plan and the National Planning Policy Framework.

- 3 No development shall take place until all trees that are to be retained within or adjacent to the site have been enclosed with temporary protective fencing in accordance with BS:5837:2012 'Trees in relation to design, demolition and construction. Recommendations' in line with the approved Arboricultural Method Statement (TRE/P3NL/Rev B). 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 policy G7 of the adopted Rochdale Core Strategy and the National Planning Policy Framework.

Reason for pre-commencement condition: Construction works on site have the potential to impact trees from the initial stages and are therefore to be protected prior to works starting on site.

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

Reason: In order to prevent disturbance to any nesting birds that may be present in accordance with Policies G6 and G7 of the adopted Rochdale Core Strategy and the National Planning Policy Framework.

Reason for pre-commencement condition: Construction works on site have the potential to disturb nesting birds from the initial stages and are therefore to be protected prior to works starting on site.

- 5 The development shall be constructed in accordance with the physical security measures outlined in Section 7 of the approved Crime Impact Statement (v1.0 July 2022) unless otherwise agreed in writing with the local planning authority.

Reason: For the avoidance of doubt and in the interests of public safety and security in accordance with Core Strategy Policy P3, and the National Planning Policy Framework.

- 6 The development shall be carried out in accordance with the approved Construction Environmental Management Plan (CW20-144 RPT 004).

Reason: To minimise detrimental effects to the natural environment during the construction phase in accordance with Policies DM1, P2 and P3 of the adopted Rochdale Core Strategy and the National Planning Policy Framework.

- 7 The development shall be carried out in accordance with the approved Phase II Geoenvironmental Site Assessment (ref:15-075-R2-1) and Remediation and Enabling Works Strategy (15-075-R3). Prior to the occupation of each dwelling a validation report, confirming implementation of the approved measures, shall be submitted to and approved in writing by the Local Planning Authority.

Reason: To prevent pollution of the water environment and to ensure the safe development of the site in the interests of the amenity of future occupiers in accordance with Core Strategy Policy G9, saved UDP Policy EM/8, and the National Planning Policy Framework.

- 8 No development, other than site investigations and remediation works shall commence until;
- i. a scheme of intrusive investigations has been carried out on site to establish the risks posed to the development by past coal mining activity, and;
 - ii. any remediation works and/or mitigation measures to address land instability arising from coal mining legacy, as may be necessary, have been implemented on site in full in order to ensure that the site is safe and stable for the development proposed.

The intrusive site investigations and remedial works shall be carried out in accordance with a scheme to be submitted to and approved in writing by the Local Planning Authority.

No part of the development shall be occupied until a signed statement or declaration prepared by a suitably competent person confirming that the site is, or has been made, safe and stable for the approved development has been submitted to the Local Planning Authority for approval in writing. This document shall confirm the methods and findings of the intrusive site investigations and the completion of any remedial works and/or mitigation necessary to address the risks posed by past coal mining activity.

Reason: To address any issues of unstable land and ensure safety and stability of new development whilst preventing groundwater contamination in accordance with policies DM1 and G9 of the Adopted Rochdale Core Strategy.

Reason for pre-commencement: The undertaking of remedial measures, prior to the commencement of development, is considered to be necessary. This is in order to ensure the safety and stability of the development, in accordance with paragraphs 183 and 184 of the National Planning Policy Framework.

- 9 No development shall take place prior to the implementation of a programme of archaeological works in accordance with a Written Scheme of Investigation (WSI) which has been submitted to and approved in writing by the local planning authority. The development shall not be occupied until the site investigation has been completed in accordance with the programme set out in the approved WSI and provision made for the completion of all elements of that programme. The WSI shall cover the following:

1. A phased programme and methodology of site investigation and recording to include:
 - a. an archaeological evaluation through trial trenching;
 - b. pending results of the above, targeted open-area excavation and recording.
2. A programme for post-investigation assessment to include:
 - a. analysis of the site investigation records and finds;

- b. production of a final report on the significance of the heritage interest recorded.
- 3. Deposition of the final report with the Greater Manchester Historic Environment Record.
- 4. Dissemination of the results of the site investigations commensurate with their significance.
- 5. Provision for archive deposition of the report, finds and records of the site investigation.
- 6. Nomination of a competent person or persons/organisation to undertake the works set out within the approved WSI.

Reason: In accordance with NPPF policy 16, paragraph 205: To record and advance understanding of the significance of any heritage assets to be lost (wholly or in part) and to make this evidence (and any archive generated) publicly accessible.

Reason for pre-commencement: To protect from works which could disturb any potential archaeological findings.

- 10 No development shall take place until details of a sustainable surface water drainage scheme and a foul water drainage scheme shall be submitted to and approved in writing by the Local Planning Authority. The drainage scheme shall be based upon the Drainage Strategy Plan drg 13169/101/P03 dated 13th Dec 2022 by Marston & Grundy LLP Consulting Engineers and the Outline Drainage Strategy by Marston & Grundy LLP dated 29th April 2022.

The following details shall be included:-

- i. An investigation of the hierarchy of drainage options in the National Planning Practice Guidance (or any subsequent amendment thereof). This investigation shall include evidence of an assessment of ground conditions and the potential for infiltration of surface water in accordance with BRE365
- ii. Levels of the proposed drainage systems including proposed ground and finished floor levels in mAOD. Foul and surface water shall drain on separate systems.
- iii. The background calculations of the MicroDrainage® model or any other software or calculations that have been used for the drainage design.
- iv. Construction details for permeable paving including sub-base details e.g. cross-section, if this type of paving forms part of the sustainable drainage system.
- v. Provision of a Maintenance Document explaining how the surface water scheme will be maintained and managed after completion.

The approved scheme shall accord with the Non-Statutory Technical Standards for Sustainable Drainage Systems (March 2015) or any subsequent replacement national standards. No building shall be occupied until the drainage necessary to serve the relevant plot has been completed in accordance with the approved drainage scheme. The drainage scheme shall be retained thereafter for the lifetime of the development.

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

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

- 11 No development shall take place, until a scheme of works, which shall include a detailed method statement, for the control and disposal of the invasive plant species, has been submitted to and approved in writing by the Local Planning Authority. The

agreed scheme of works and method statement shall be implemented in full throughout the course of the development.

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, in accordance with the general principles of Policy G6 of the adopted Rochdale Core Strategy.

- 12 No development shall take place (including any site clearance or preparation works) until a Construction Method Statement (CMS) has been submitted to, and approved in writing by the Local Planning Authority. The CMS shall include the following:
- i. the amount of construction vehicles movements and vehicular routes;
 - ii. loading and unloading of plant and materials;
 - iii. storage of plant and materials used in constructing the development;
 - iv. the erection and maintenance of security hoarding including decorative displays and facilities for public viewing, where appropriate;
 - v. wheel washing facilities;
 - vi. measures to control the emission of dust and dirt during construction;
 - vii. a scheme for recycling/disposing of waste resulting from demolition and construction works;
 - viii. details of noise reduction measures
 - ix. measures for the protection of the natural environment from accidental spillages, dust and debris;
 - x. hours of construction, including deliveries;
 - xi. measures for protection of the existing water mains and sewers within the site; and
 - xii. Details of post construction restoration of public rights of way.

The development shall be carried out in accordance with the approved CMS during the construction period.

Reason: In order to ensure that appropriate measures are put in place to limit noise, nuisance and disturbance to the adjacent premises and users during the construction of the development in accordance with the requirements of Core Strategy Policy G9, and the National Planning Policy Framework.

Reason for pre-commencement condition: As the development will include site clearance, demolition works, ground works and engineering works an understanding will therefore be necessary of what measures will be put in place to protect the amenity of adjacent premises and users, prior to commencement of any works taking place.

- 13 No development shall take place within any phase of development, including any works of excavation or demolition, until a detailed Construction Traffic Management Plan (CTMP) to include the following:
- Construction operating hours and vehicle delivery hours.
 - Location of proposed construction compounds and lay-down areas.
 - On-site construction vehicle parking and manoeuvring.
 - Staff parking arrangements and details of supporting staff /operative travel management initiatives, including encouraging staff travel outside of the traditional AM & PM 'rush hour' periods.
 - Off-site construction HGV routing for each delivery phase.
 - Driver incentive / disciplinary procedures to ensure suitable HGV routing.
 - Construction HGV haulage route signage strategy.
 - Construction vehicle cleansing procedures and details of load sheeting / covered load policy.
 - Management and procedures for access by abnormal loads.
 - Programmed duration and timing of short term material import / export HGV campaigns.
 - Programmed temporary road closure / temporary traffic management works and details of supporting information campaigns as relevant.

has been submitted to, and approved in writing by the Local Planning Authority. The development shall be carried out in accordance with the approved CTPM during the construction period.

Reason: To minimise detrimental effects to the neighbouring amenities, the amenities of the area in general, detriment to the natural environment through the risks of pollution and dangers to highway safety, during the construction phase in accordance with Policies DM1, P3, T2, G8 and G9 of the adopted Rochdale Core Strategy and the National Planning Policy Framework.

Reason for pre-commencement condition: As the development will generate a number of vehicular movements an understanding will therefore be necessary of what measures will be put in place to protect the amenity of adjacent premises and users, prior to commencement of any works taking place.

- 14 No above ground works shall take place until a Landscape and Habitat Creation and Management Plan (LHCMP) has been submitted to, and be approved in writing by, the local planning authority. The content of the LHCMP shall include the following.

- a) Description and evaluation of features to be created and/or managed;
- b) Ecological trends and constraints on site that might influence management;
- c) Aims and objectives of management;
- d) Appropriate management options for achieving aims and objectives;
- e) Prescriptions for management actions;
- f) Preparation of a work schedule (including an annual work plan capable of being rolled forward over a five-year period);
- g) Details of the body or organization responsible for implementation of the plan; and
- h) Ongoing monitoring and remedial measures.

The LHCMP should set out how net gain in biodiversity (habitat enhancement) will be achieved on the site and include details of the legal and 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. The Plan should also set out (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 biodiversity objectives of the originally approved scheme. The approved Plan should 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 Core Strategy Policies G6 and G7 and the National Planning Policy Framework.

- 15 No part of the development shall be occupied until detailed drawings have been submitted to and approved in writing by the Local Planning Authority demonstrating the restricted access junction across New Street which prevents the development traffic accessing New Street to the north or South with the exception of emergency vehicles.

Reason: In order to ensure adequate traffic calming measures along new estate roads and ensure that development traffic cannot use New Street as a method of ingress or egress from the site in the interests of highway and pedestrian safety in accordance with the requirements of policies T2, P3 and DM1 of the Adopted Rochdale Core Strategy and the National Planning Policy Framework.

- 16 No part of the development 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 scheme shall thereafter be implemented in accordance with the duly 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 policies T2, P3 and DM1 of the Adopted Rochdale Core Strategy and the National Planning Policy Framework.

- 17 Notwithstanding the details shown on the approved plans, no part of the development shall be occupied until full details of both hard and soft landscaping works have been submitted to and approved in writing by the Local Planning Authority. The details shall include the formation of any banks, terraces or other earthworks, hard surfaced areas and materials, planting plans, specifications and schedules (including planting size, species and numbers/densities), existing plants / trees to be retained and a scheme for the timing / phasing of implementation works.

The landscaping works shall be carried out in accordance with the approved scheme for timing / phasing of implementation or within the next planting season following final occupation of the development hereby permitted, whichever is the sooner.

Any trees or shrubs planted or retained in accordance with this condition which are removed, uprooted, destroyed, die or become severely damaged or become seriously diseased within 5 years of planting shall be replaced within the next planting season by trees or shrubs of similar size and species to those originally required to be planted.

Reason: To ensure that the site is satisfactorily landscaped having regard to its location and the nature of the proposed development and in accordance with policies P3, DM1 and G7 of the adopted Rochdale Core Strategy and the National Planning Policy Framework.

- 18 No part of the development shall be occupied until a sustainable drainage management and maintenance plan for the lifetime of the development is submitted to and approved in writing by the local planning authority. The sustainable drainage management and maintenance plan shall include as a minimum:
- a) Arrangements for adoption by an appropriate public body or statutory undertaker, or, management and maintenance by a resident's management company; and
 - b) 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.

- 19 No part of the development shall be occupied until a Full Travel Plan for the site is submitted to and approved in writing by the Local Planning Authority. The Full Travel Plan shall be implemented and reviewed in accordance with the timetable set out within the plan.

Reason: To provide for sustainable travel and to limit the effects of the increase in travel movements in accordance with Policies T1 and T2 of Rochdale Core Strategy.

- 20 The development shall be carried out in line with the requirements of the submitted acoustic report (50-167-R1-2 July 2022). Prior to the occupation of each separate dwelling a validation report is submitted and approved in writing by the Local Planning Authority. The report shall demonstrate:
- 35 dB(A) Leq (16 hour) in the bedrooms with windows shut and other means of ventilation provided between 7 am and 11pm;
 - 30dB(A) Leq 8 hour in the bedrooms with windows shut and other means of ventilation provided between 11pm and 7am;
 - 35 dB(A) Leq (16 hour) in the living room/s with windows shut and other means of ventilation provided between 7 am and 11pm;

- 40dB(A) Leq (16 hour) in other habitable rooms with windows shut and other means of ventilation provided at all times.

Reason: To safeguard the living conditions of future residents in accordance with Core Strategy Policy G9 and the National Planning Policy Framework.

- 21 No part of the development shall be occupied until details of all external lighting has been submitted to and approved in writing by the local planning authority. The lighting shall be installed, operated and maintained in accordance with the approved details.

Reason: In the interests of amenity, ecology and highway safety in compliance with policies DM1,P3, T2 and G9 of the adopted Rochdale Core Strategy and the National Planning Policy Framework

Procedure Statement:

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

Date Decision Issued

Daniela Ripa
Interim 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: £34.00 for householder applications and £116.00 in all other cases.

INFORMATIVE:

The proposed development lies within an area that has been defined by The Coal Authority as containing potential hazards arising from coal mining. These hazards can include: mine entries (shafts and adits); shallow coal workings; geological fissures; mine gas and previous surface mining sites. Although such hazards are often not readily visible, they can often be present and problems can occur as a result of development taking place, or can occur at some time in the future.

It is recommended that information outlining how the former mining activities affect the proposed development, along with any mitigation measures required, be submitted alongside any subsequent application for Building Regulations approval.

Any intrusive activities which disturb or enter any coal seams, coal mine workings or coal mine entries (shafts and adits) requires the prior written permission of The Coal Authority. Such activities could include site investigation boreholes, digging of foundations, piling activities, other ground works and any subsequent treatment of coal mine workings and coal mine entries

for ground stability purposes. Failure to obtain Coal Authority permission for such activities is trespass, with the potential for court action.

Property specific summary information on coal mining can be obtained from The Coal Authority's Property Search Service on 0845 762 6848 or at www.groundstability.com.

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 but as an indication, the present charge for a suite of three 240l recycling bins and one 240l refuse bin is £144 per residence. Please contact environmental.management@rochdale.gov.uk for a quotation for your development.

EXECUTED AS A DEED by affixing the Common
Seal of **THE ROCHDALE BOROUGH COUNCIL** in
the presence of:

A handwritten signature in black ink, consisting of a large capital 'D' followed by a capital 'L' and a horizontal stroke.

Authorised Signatory

SIGNED AS A DEED by
RUSSELL HOMES (UK) LIMITED
acting by one director in the presence of:

THOMAS RULPH
LAND AND PLANNING ASSOCIATE
DIRECTOR.

