
Dated: 31 July 2025

(1) ROCHDALE BOROUGH COUNCIL

(2) KWICK BUILD (SEDBERGH) LIMITED

AGREEMENT

under section 106 of the Town and Country Planning Act 1990 relating to PHOENIX
WORKS BROOKES STREET MIDDLETON ROCHDALE M24 2WL

JSM/ECO 001/828

Date of Agreement 31st day of *July* 2025

BETWEEN

(1) ROCHDALE BOROUGH COUNCIL, of Number One, Riverside, Smith Street, Rochdale OL16 1XU ("the Council")

(2) (KWICK BUILD (SEDBERGH) LIMITED (Co No:11516095) Registered Office Address 38a MELBOURNE STREET STAYLYBRIDGE CHESHIRE SK15 2JJ ("the Owner")

INTRODUCTION

1. The Council is the Local Planning Authority for the purposes of the Act for the area within which the Site is located and by whom the planning obligations contained in this Deed are enforceable. The Owner is the owner of the freehold estate of the Site legal title to which is registered under Title Number GM 939470 and GM950727 (as to part – new title number to be allocated.)
2. Title number GM950727 has been acquired by the Owner by a transfer dated 23.07.2025 between the Rochdale Boroughwide Housing Limited (transferor) and the Owner (transferee).
3. The Application has been submitted to the Council and the parties have agreed to enter into this Deed in order to secure the planning obligations contained herein.
4. The Council has resolved to grant the Planning Permission subject to conditions and the prior completion of this Deed.
5. The Council and the Owner are satisfied that the obligations set out in this Agreement satisfy the three tests for planning obligations set out in Regulation 122(2) of the Community Infrastructure Levy Regulations 2010 as amended.

NOW THIS DEED WITNESSETH AS FOLLOWS:

OPERATIVE PROVISIONS

1. DEFINITIONS AND INTERPRETATION

1.1 In this Deed the following words and expressions have the following meanings:

“Act”	means the Town and Country Planning Act 1990
“Affordable Housing”	has the meaning set out in Annex 2 of the National Planning Policy Framework (December 2023)
“Affordable Housing Units”	means for the purpose of this Agreement houses provided to eligible households whose needs are not met by the market in accordance with the definition in Annex II of the National Planning Policy Framework (or any successor publication or legislation in respect of Affordable Housing)
“Application”	means the Application for planning permission for residential development comprising Twenty Affordable housing units with associated access ,landscaping and infrastructure following demolition of existing buildings on the Site such application being validated by the Council on 28 TH NOVEMBER 2023 and allocated number 23//0091/FUL
“BNG”	means Biodiversity Net Gain
“BNG Commuted Sum”	means the sum of £21,300.00 (Twenty one Thousand Three hundred Pounds only) to be used for the purpose of habitat creation enhancement at Middleton within the Rochdale Borough
“Biodiversity Metric Calculation”	means the assessment protocol by which the calculation is made of the biodiversity impact of the Development or change in land management in biodiversity units
“Commencement of Development”	means the carrying out of a material operation in respect of the Development as defined in section 56(4) of the 1990 Act but excluding:

- (a) site investigations or surveys including exploratory boreholes or excavations;
- (b) site clearance;
- (c) the demolition of any buildings or structures on the Site;
- (d) the construction of temporary site access and service roads;
- (e) the erection of construction fencing or hoarding;
- (f) the erection of construction accommodation and facilities;
- (g) works for the provision of drainage or mains services to prepare the Site for development;
- (h) works associated with ecological mitigation;
- (i) the construction of internal site roads and drainage infrastructure serving the Development pursuant to the Planning Permission, and
- (j) the construction of off-site highways works and improvements and junction works

and **“Commence”**, **“Commencement”** and **“Commenced”** will be construed accordingly

“Contributions”

means collectively the BNG Commuted Sum The Open Space Commuted Sum and the Outdoor Offsite Sports Contribution and “Contribution” shall be construed accordingly

“Development”

means the development of the Site pursuant to the Planning Permission

“Dwelling”

means any residential dwelling (including a house flat or maisonette) to be constructed on the Site pursuant to the Planning Permission and “Dwellings” shall be construed accordingly

“First Occupation”

means the Occupation of any Dwelling on the Site

“Index Linked”	means increases to Contributions in accordance with the following formula: Amount payable = the payment specified in this deed x (A/B) where: A= the figure for the Consumer Price Index (All Items) that applied immediately preceding the date the payment is due. B= the figure for the Consumer Price Index (All Items) that applied when the index was last published prior to the date of this deed.
“Monitoring Fees”	means the sum of £3,510.00 (three thousand five hundred and ten pounds) being 5% (five percent) of the aggregate value of the Contributions
“Occupation”	means the physical occupation of a building in the Development but excluding occupation by personnel engaged in construction, marketing, fitting out, testing, security or estate management and the words “Occupy” and “Occupied” will be construed accordingly
“Off-site Outdoor Sports Contribution	means contribution towards off-site provision of £25,625.53. (twenty five thousand six hundred and twenty pounds and fifty three pence) payable as a contribution towards the outdoor sports provision at Middleton Cricket Club in Rochdale Borough
“Open Space”	means the open space to be provided within the Open Space Provision and Maintenance Scheme
“Open Space Provision and Maintenance Scheme”	means a scheme for the provision maintenance of the Open Space, setting out the works required and the extent, specification and programme for the implementation of the works, to be submitted to and approved by the Council in accordance with relevant planning conditions to be attached to the Planning Permission
“Open Space Provision and Maintenance Scheme Contribution”	means Contribution of £23,295.87 (twenty three thousand two hundred and ninety five pounds eighty seven pence)
“Planning Permission”	means the planning permission to be granted by the Council pursuant to the Application in the form set out at Schedule 4

“Registered Provider”	means a provider of social housing approved by the Council within the meaning of the Housing and Regeneration Act 2008 (or as redefined by any amendment replacement or re-enactment of such Act)
“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 the Site Plan
“Site Plan	means the plan showing the Site edged red appended to this agreement at Appendix 1
“Working Day”	means any day from Monday to Friday inclusive which is not a Bank or Public Holiday and “Working Days” shall be construed accordingly

1.2 Interpretation

In this Deed:

- 1.2.1 words importing one gender shall be construed as importing any other gender;
- 1.2.2 words importing the singular shall be construed as importing the plural and vice versa;
- 1.2.3 words importing persons shall be construed as importing a corporate body and/or a partnership and vice versa;
- 1.2.4 where any party comprises more than one person the obligations and liabilities of that party under this Deed shall be joint and several obligations and liabilities of those persons;
- 1.2.5 the clause headings do not form part of this Deed and shall not be taken into account in its construction or interpretation;
- 1.2.6 any reference to a clause or a paragraph or a Schedule is to one in this Agreement so numbered;
- 1.2.7 any reference to a colour or letter is to one on the Plans;
- 1.2.8 in the absence of any contrary provision any reference to a statute includes any statutory modification or re-enactment of it and any and every order instrument regulation direction or plan made or issued under the statute or deriving validity from it; and

- 1.2.9 any reference to any party in this Deed shall include the successors in title to that party and to any deriving title through or under that party and in the case of the Council the successors to its functions.

2. **EFFECT OF THIS DEED**

- 2.1 This Deed is made pursuant to section 106 of the Act. To the extent that they fall within the terms of section 106 of the Act, the obligations contained in this Deed are planning obligations for the purposes of section 106 of the Act and are enforceable by the Council against the Owner and all successors in title to the Owner, and subject to **clause 12**, the Developer.
- 2.2 To the extent that any of the obligations contained in this Deed are not planning obligations within the meaning of the Act, they are entered into pursuant to the powers contained in section 111 Local Government Act 1972, section 1 of the Localism Act 2011 and all other enabling powers.
- 2.3 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 in relation to the Site.
- 2.4 This Deed will be registered as a local land charge in respect of the Site by the Council.
- 2.5 This Deed is conditional upon the grant of the Planning Permission and Commencement, save for the provisions of clauses 2.4, 2.5, 2.6, 2.8, 2.9, 3.3, 6, 7, 8, 10, 11, 12, 13, 17 and 18 of this Deed, which shall have immediate effect.
- 2.6 If Commencement of Development has not taken place within the provisions of Sections 56, 91 and 93 of the Act or quashed or declared unlawful as a result of legal proceedings then this Deed shall absolutely determine and become null and void but without prejudice to the rights of either party against the other in respect of any antecedent breach.
- 2.7 The Owner on behalf of themselves and any person(s) deriving title to any part of the Site from the Owner hereafter hereby covenants with the Council so as to bind the Site to fully observe and perform the obligations in this Deed including those obligations set out in **Schedule 2** and hereby agrees until such time as the Deed comes to an end under clause 2.6 or such time as the obligations contained therein are discharged, the Site shall be subject to the obligations, restrictions and provisions specified herein, such obligations being planning obligations for the purpose of section 106 of the Act.
- 2.8 The obligations in this Deed will not be enforceable against: (i) a statutory undertaker after the transfer of the statutory apparatus and any land upon or in which the statutory apparatus is situated by the Owner to that statutory undertaker, or (ii) the owners or occupiers of any individual Dwelling erected on the Site pursuant to the Planning Permission, nor the mortgagees or other chargees of any such owners.
- 2.9 Subject always to clause 2.8 above the obligations in this Agreement will not be enforceable against any party acquiring an interest in the Land solely by way of registered legal charge or mortgage, unless that party takes possession of the Land or part thereof, in which case they will be bound by obligations of this Agreement as an owner, in relation to any parts of the Land over which it has a legal charge.
- 2.10 Unless otherwise expressly stated nothing in this Deed prohibits or limits the right to develop any part of the Site in accordance with a planning permission, other than one

relating to the Development as specified in the Application, granted after the date of this Deed, whether or not pursuant to an appeal.

3. OBLIGATIONS OF THE PARTIES

- 3.1 The Owner agrees with the Council to comply with the obligations set out in **Schedule 2**, in relation to the Development.
- 3.2 The Council agrees with the Owner to comply with its obligations set out in **Schedule 3**.
- 3.3 The Council will issue the Planning Permission within 10 Working Days of the date of this agreement.
- 3.4 The Council agrees with the Owner to act reasonably, properly and diligently in exercising its discretion and discharging its functions under this Deed. In particular, where any notice, consent, approval, authorisation, agreement or other similar affirmation is required under the terms of then Deed, the Council will not unreasonably withhold or delay such notice, consent, approval, authorisation, agreement or other similar affirmation.

4. LIABILITY

- 4.1 No person will be liable for any breach of the terms of this Deed occurring after the date on which they part with their interest in the Site or the part or parts of the Site in respect of which such breach occurs, but they will remain liable for any breaches of this Deed occurring before that date. Neither the reservation of any rights or the inclusion of any covenants or restrictions over the Site in any transfer of the same will constitute an interest for the purposes of this clause 4.1.
- 4.2 No party shall be bound by the obligations in the Deed, or be subject to enforcement action in respect of a breach of such obligations, unless and until it shall have a freehold or leasehold interest in the Site.
- 4.3 The affordable housing provisions of this agreement shall not be binding on a mortgagee or charge (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 Dwellings or any persons or bodies deriving title through such mortgagee or chargee or Receiver PROVIDED THAT such mortgagee or chargee or Receiver shall first give written notice to the Council of its intention to dispose of the Affordable Housing Dwellings and shall have used reasonable endeavours over a period of three months from the date of the written notice to complete a disposal of the Affordable Housing Dwellings to another Register Proprietor or to the Council for a consideration not less than the amount due and outstanding under the terms of the relevant security documentation including all accrued principal monies, interest and costs and expenses; and if such disposal has not completed within the three month period, the mortgagee, chargee or Receiver shall be entitled to dispose of the Affordable Housing Dwellings free from the affordable housing provisions contained in this agreement which provisions shall determine absolutely.

8. CHANGE IN OWNERSHIP

The Owner agrees with the Council to give the Council written notice 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 or unit of occupation purchased by reference to a plan within 10 Working Days of completion of the relevant transfer of an interest or grant of a lease PROVIDED THAT the Owner will not be obliged under this Clause to give written notice to the Council of any disposals of individual Dwellings.

9. SECTION 73 VARIATION

In the event that any new planning permissions are granted in respect of the Planning Permission pursuant to section 73 of the Act then with effect from the date that the new planning permission is granted pursuant to section 73 of the Act;

- 9.1 the obligations in this Deed shall in addition to binding the Site in respect of the Planning Permission relate to and bind the Site in respect of any subsequent planning permission granted pursuant to section 73 of the Act; and
- 9.2 the definitions of Development, Planning Application, and Planning Permission shall be taken to include references to any applications under section 73 of the Act, the planning permissions granted thereunder, and the development permitted by such subsequent planning permissions

PROVIDED THAT nothing in this clause shall fetter the discretion of the Council in determining any applications under section 73 of the Act and the appropriate nature and/or quantum of section 106 obligations in so far as they are materially different to those contained in this Deed and required pursuant to a determination under section 73 of the Act whether by way of a new deed or supplemental deed pursuant to section 106 of the Act or a modification pursuant to section 106A of the Act.

10. 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.

11. DETERMINATION OF DISPUTES

- 11.1 In the event of any dispute or difference between the parties to this Deed in respect of any matter contained in this Deed (other than a dispute or difference relating to a matter of law or concerning the meaning or construction of this Deed) such dispute or difference may be referred to an independent and suitable person holding appropriate professional qualifications to be appointed (in the absence of agreement) by or on behalf of the President for the time being of the professional body chiefly relevant in England to such matters as may be in dispute and such person shall act as an expert whose decision shall be final and binding on the parties in the absence of manifest error and any costs shall be payable by the parties to the dispute in such proportion as the expert shall determine and failing such determination shall be borne by the parties in equal shares.
- 11.2 In the absence of agreement as to the appointment or suitability of the person appointed pursuant to clause 10.1 above, as to the appropriateness of the professional body the such question may be referred by any party to the President for the time being of the

Law Society for them to appoint a solicitor to determine the dispute such solicitor acting as an expert and their decision shall be final and binding on all parties in the absence of manifest error and their costs shall be payable by the parties to the dispute in such proportion as they shall determine and failing such determination shall be borne by the parties in equal shares.

11.3 Any expert however so appointed shall act as an independent expert and shall be appointed on the basis that:

11.3.1 each party may make written representations within ten Working Days of the independent expert's appointment and will copy the written representations to the other party or parties;

11.3.2 each party is to have a further ten Working Days to make written comments on the other's representations and will copy the written comments to the other party or parties;

11.3.3 the appointed expert is to be at liberty to call for such written evidence from the parties and to seek such legal or other expert assistance as they may reasonably require;

11.3.4 the appointed expert is not to take oral representations from the parties without giving all relevant parties the opportunity to be present and to give evidence and to cross-examine each other;

11.3.5 the appointed expert is to have regard to all representations and evidence before them when making their decision, which is to be in writing, and is to give reasons for their decision; and

11.3.6 will use all reasonable endeavours to publish their decision within 30 Working Days of their appointment.

11.4 Responsibility for the costs of referring a dispute to an expert under this clause, including costs connected with their appointment and their own costs, but not the legal and other professional costs of any party in relation to a dispute, will be decided by the appointed expert.

11.5 Where a party fails to pay any costs of an expert pursuant to clause 11.4 the other party may pay such costs and the sums so paid shall be a debt due from the defaulting party to the paying party upon demand.

11.6 Nothing in this clause shall be taken to fetter the parties' ability to seek legal redress in the Courts (or otherwise) for any breach of the obligations in this Deed.

12. **OWNER CONSENT**

12.1 The Owner enters into this Agreement to consent to covenants to be bound by it and if the Planning Permission is commenced by a party other than the Owner then the Owner shall be released from all obligations, rights or duties to the Council under the terms of this Agreement in its capacity as Owner.

13. **JURISDICTION**

13.1 This Deed is to be governed by and interpreted in accordance with the law of England.

- 13.2 The courts of England and Wales are to have jurisdiction in relation to any disputes between the parties arising out of or related to this Deed.

14. **THIRD PARTIES**

No provisions of this Agreement shall be enforceable under the Contracts (Rights of Third Parties) Act 1999.

15. **WAIVER**

No waiver (whether express or implied) by the Council of any breach or default in the performance or observance of 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 covenants terms or conditions or from acting upon any subsequent breach or default.

16. **LATE PAYMENT AND INDEXATION**

- 16.1 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.

- 16.2 All financial contributions payable to the Council shall be paid Index Linked

- 16.3 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 (applied in a fair and reasonable manner to the periods before and after rebasing under this deed) 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

17. **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.

18. **EXECUTION**

The parties have executed this Agreement as a deed and it is delivered on the date set out above.

SCHEDULE 1

The Site

- 1 The Freehold land at Phoenix Works, Brook Street Middleton shown outlined in red on the Site Plan being land registered at HM Land Registry with absolute title under title number LA97595 and the Freehold land on the east side of Brookes Street registered as part of title number GM950727.

SCHEDULE 2

Owner Obligations

The Owner hereby covenant as follows:

Part 1 AFFORDABLE HOUSING

The Owner covenants with the Council as follows:

1.1 Prior to the Commencement of the Development to submit to the Council an Affordable Housing scheme for the Development being 100% Affordable Housing to include such matters as affordable tenure and the identity of a Registered Provider to take the transfer of the Site pursuant to paragraph 1.3 below and the Nomination Rights to be granted to the Council

1.2 The Dwellings shall be constructed and managed in accordance with the approved Affordable Housing scheme

1.2 The Owner covenant with the Council that the Dwellings to be constructed within the Development will be 100% Affordable Housing Units which will accord with affordable housing scheme which is to be submitted to and approved in writing by the Council

1.3 No part of the Site or any Dwellings on the Site shall be Occupied until the freehold ownership of the Site has been transferred to a Registered Provider:-

Part 2 OFF-SITE OUTDOOR SPORTS Contribution

1.1 To pay to the Council the Off-Site Outdoor Sports Contribution as follows:

1.1.1 50% prior to 5 of the Dwellings being Occupied; and

1.1.2 50% prior to 10 of the Dwellings being Occupied,

and not to permit Occupation of more than the specified portion of the Dwellings (as the case may be) until the relevant portion (as specified above) of the Off-Site Outdoor Sports Contribution has been paid to the Council.

Part 3 OPEN SPACE PROVISION AND MAINTENANCE SCHEME Contribution

1.1 To pay to the Council the Open Space Provision and Maintenance Scheme Contribution as follows:

1.1.1 50% prior to 5 of the Dwellings being Occupied; and

1.1.2 50% prior to 10 of the Dwellings being Occupied,

and not to permit Occupation of more than the specified portion of the Dwellings (as the case may be) until the relevant portion (as specified above) of the Open Space Provision and Maintenance Scheme Contribution has been paid to the Council.

Part 4 Biodiversity Provision

- 4.1 Prior to the Commencement of the Development to pay the BNG Commuted Sum and not to permit or allow Commencement of the Development until the BNG Commuted Sum has been paid

Part 5 Notice of Anticipated Date of Commencement and First Occupation

- 5.1 To provide the Council with at least two weeks' written notice of the anticipated date of Commencement of Development and at least four weeks' written notice of the anticipated date of First Occupation.

Part 6 Monitoring Fees

- 6.1 To pay the Monitoring Fees to the Council prior to Occupation of any of the Dwellings and not to Occupy any of the Dwellings without having paid the Monitoring Fees to the Council

SCHEDULE 3

Council Covenants

The Council covenants to:

1. Use the Contributions for the purposes specified in the definitions of each such contribution and for no other purpose.
2. Repay to the paying party the Contributions or any parts thereof which, after a period of ten years from the date of receipt by the Council, remain unused or unallocated, together with accrued interest for the period from the date of payment to the date of repayment.
3. Following the performance and satisfaction of all the obligations contained in this Agreement, the Council shall forthwith effect the cancellation of all entries made in the Register of Local Land Charges held by the Council in respect of this Agreement.
4. Upon written request from the Owner to provide written confirmation of the discharge of the obligations of the Owner contained in the agreement when satisfied such obligations have been performed.

SCHEDULE 4

Draft Planning Permission



Town and Country Planning Act 1990 (as amended)

DRAFT DECISION NOTICE

APPLICATION REFERENCE: 23/00911/FUL

Name and address for correspondence:	Applicant name:
Mr G Bell Condy & Lofthouse Ltd 17 Connect Business Village 24 Derby Road Liverpool L5 9PR	Mr Godfrey

Part 1 - Particulars of Application

Date of 28 November 2023
Application:

Proposal:	20no. affordable dwellings including associated landscaping and access following demolition of existing buildings
Location:	Phoenix Works , Brookes Street, Middleton, M24 2WL

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 1 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 Time Limit

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 Plans

This permission relates to the following plans:-

- 21-050-P-100A – Site Location Plan;
- 21-050-P-105 – Existing Site Sections;
- 21-050-P-110C – Proposed Site Layout;
- 21-050-P-115A – Proposed Street Scenes - Site Section;
- 21-050-P-120B – Proposed Plans & Elevations – HOUSE TYPE A (2b4p);
- 21-050-P-121B – Proposed Plans & Elevations – HOUSE TYPE B (3b5p);
- 21-050-P-122B – Proposed Plans & Elevations – HOUSE TYPE C (3b5p CAT 3);
- 21-050-P-DAS – Design and Access Statement Rev B; and
- 220222JC-01 - Topographical Survey.

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 Places for Everyone joint development plan, the Rochdale Core Strategy, the saved Rochdale Unitary Development Plan and the National Planning Policy Framework.

PRE-COMMENCEMENT

3 Affordable Housing

No development shall take place until such time as a scheme for the provision of affordable housing on the site, in line with the definition contained in Annex 2 of the National Planning Policy Framework, has been submitted to and approved in writing by the Local Planning Authority. The affordable housing shall subsequently be provided in accordance with the approved scheme and retained as such thereafter.

For the avoidance of doubt, the scheme shall include the following:

- a) The arrangements for the transfer of the affordable housing to an affordable housing provider or the management of the affordable housing;
- b) The arrangements to ensure that such provision is affordable for both initial and subsequent occupiers of the affordable housing, including the proposed mechanism for the recycling of subsidy to deliver additional affordable housing in the future;
- c) The occupancy criteria to be used for determining the identity of prospective and successive occupiers of the affordable housing, and the means by which such occupancy shall be enforced;

This condition shall cease to apply (and shall be of no further effect) to any dwelling in respect of which the full equity has been acquired by the individual owner/purchaser and/or their mortgagee OR any dwelling in respect of which a statutory or voluntary right to buy or acquire has been exercised.

Reason: For the avoidance of doubt and to ensure the delivery of a 100% fully affordable residential development.

Reason for pre-commencement condition: It needs to be confirmed prior to commencement that the development will be delivered as a 100% affordable housing scheme, as it is currently not subject to any planning obligations on the understanding that it will be developed for transfer to a registered social housing provider.

4 CEMP

No development shall take place (including any site clearance or preparation works) until a Construction Environmental Management Plan (CEMP) has been submitted to, and approved in writing by the Local Planning Authority. For the avoidance of doubt, this shall include the following:

- a. the route of access and parking of vehicles of site operatives and visitors;
- b. loading and unloading of plant and materials;
- c. storage of plant and materials used in constructing the development;
- d. the erection and maintenance of security hoarding;
- e. measures to protect surrounding sensitive receptors from noise, vibration and fugitive dust & debris both during and after the construction phase; and,
- f. measures to prevent the spread of mud including barrier protection and wheel washing facilities;
- g. the methodology for felling and removal from site of existing trees;
- h. details of any functional lighting of the site during the construction phase of the development; and
- i. Details of construction hours, including deliveries, which, for the avoidance of doubt, shall be limited to 08:00-18:00 Monday - Friday, 09:00-14:00 on Saturdays and no work on Sundays or Bank Holidays.

The approved method statement shall be adhered to throughout the construction period. The development shall not be carried out otherwise than in accordance with the approved method statement without the prior written permission of the Local Planning Authority.

Reason: To minimise detrimental effects to the amenity of surrounding residential occupiers and the natural environment during the construction phase, along with reducing dangers to highway safety in accordance with Policies DM1, T2, G7 and G9 of the adopted Rochdale Core Strategy, Policies JP-P1 and JP-G9 of the adopted Places for Everyone Joint Development Plan and the National Planning Policy Framework.

Reason for Pre-Commencement: Site clearance poses a threat to the surrounding natural environment and to surrounding occupiers and a scheme therefore needs to be agreed in advance of any works taking place.

5 Nesting Season

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.

Reason: In order to prevent any habitat disturbance to nesting birds in accordance with policy G7 of the adopted Rochdale Core Strategy, Policy JP-G9 of the adopted Places for Everyone Joint Development Plan and the National Planning Policy Framework.

6 Tree Protection

No development shall take place until the trees that are to be retained within the site have been enclosed with temporary protective fencing and temporary ground protection has been fully installed in full accordance with BS:5837:2012 'Trees in relation to design, demolition and construction' and with the recommendations contained within the approved Arboricultural Method Statement ref. 21/000092/AMS/REVB by We Know Services dated March 2022.

The necessary protection measures shall be retained throughout the construction phase of the development and no work, excavation, tipping, or stacking/storage of materials shall take place beyond such protective fencing during the construction period.

Reason for pre-commencement condition: The trees must be protected before any works are carried out.

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 P3, G1, G6 and G7 of the adopted Rochdale Core Strategy Policies JP-P1, JP-G6 and JP-G7 of the adopted Places for Everyone Joint Development Plan and the National Planning Policy Framework.

7 Himalayan Balsam

No development or works of site preparation shall take place until a detailed method statement for the removal or long-term management/eradication of Himalayan Balsam on the site has been submitted to and approved in writing by the local planning authority. The method statement shall include measures to prevent the spread of Himalayan Balsam during any operations such as mowing, strimming or soil movement, and measures to ensure that any soils brought to the site are free of the seeds/roots/stems of any invasive plant covered under the Wildlife and Countryside Act 1981. Development shall be carried out in accordance with the approved method statement.

Reason: In accordance with adopted Places for Everyone joint development plan policy JP-G8 and policy G7 of the adopted Rochdale Core Strategy, in respect of ensuring the satisfactory treatment and disposal of invasive plant species which, under the terms of the Wildlife & Countryside Act 1981 (as amended) it is an offence to be caused to be spread in the wild.

Reason for pre-commencement condition: Construction activity increases the risk of invasive species spreading.

8 RAMS for Mammals

No development shall take place (including any site clearance, demolition or preparation works) until a reasonable avoidance measures statement for hedgehog and other small mammals has been submitted to and approved in writing by the Local Planning Authority. The development shall be carried out in accordance with the approved statement thereafter.

Reason: In order to minimise potential risk to protected species and in accordance with Policy G7 of the adopted Rochdale Core Strategy, policy JP-G9 of the adopted Places for Everyone development plan and the National Planning Policy Framework.

Reason for pre-commencement condition: site clearance poses a potential threat to protected species of small mammal and protective measures must therefore be agreed in advance.

9 Coal Mining

No development shall take place (excluding the demolition of existing structures and site clearance) until;

a) a scheme of intrusive investigations has been carried out on site to establish the risks posed to the development by past shallow coal mining activity; and
b) 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 made safe and stable for the development proposed.

The intrusive site investigations and remedial works shall be carried out in accordance with authoritative UK guidance.

Subsequently, no part of the development shall subsequently 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 is submitted to and approved in writing by the Local Planning Authority. 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 ensure the safety of the site from coal mining risks during and after construction in accordance with adopted Places for Everyone joint development plan policy JP-P1, policies DM1 and G9 of the adopted Rochdale Core Strategy and the National Planning Policy Framework.

Reason for pre-commencement condition: It is necessary to ensure that adequate information pertaining to ground conditions and coal mining legacy is available to enable appropriate remedial and mitigatory measures to be identified and carried out before building works commence on site. This is in order to ensure the safety and stability of the development.

10 Land Contamination

No development shall take place until an investigation and risk assessment (in addition to any assessment provided with the planning application has been submitted to and approved in writing by the Local Planning Authority. The assessment shall investigate the nature and extent of any contamination on the site (whether or not it originates on the site). The assessment shall be undertaken by competent persons and a written report of the findings submitted to and approved in writing by the Local Planning Authority before any development takes place. The submitted report shall include:

- i) a survey of the extent, scale and nature of contamination
- ii) an assessment of the potential risks to:
 - human health,
 - property (existing or proposed) including buildings, crops, livestock, pets, woodland, and service lines and pipes,
 - adjoining land,
 - groundwaters and surface waters,
 - ecological systems,
 - archaeological sites and ancient monuments;
- iii) where unacceptable risks are identified, an appraisal of remedial options and proposal of the preferred option(s) to form a remediation strategy for the site. For the avoidance of doubt, a verification plan providing details of the data that will be collected in order to demonstrate that the works set out in the remediation strategy are complete shall be provided, alongside identification of any requirements for longer-term monitoring of pollutant linkages, maintenance and arrangements for contingency action.

The development shall thereafter be carried out in full accordance with the duly approved remediation strategy and a verification report demonstrating the completion of works set out in the approved remediation strategy and the effectiveness of the remediation shall be submitted to, and approved in writing by, the local planning authority before any of the buildings hereby approved are first occupied. For the avoidance of doubt, the the report shall include results of sampling and monitoring carried out in accordance with the approved verification plan to demonstrate that the site remediation criteria have been met.

Reason: To ensure the safe development of the site in the interests of the amenity of future occupiers and to protect the environment in accordance with Policies G8 and G9 of the adopted Rochdale Core Strategy, saved policy EM/8 off the Rochdale Unitary Development Plan and the National Planning Policy Framework.

Reason for pre-commencement condition: Further investigation will be necessary prior to commencement of any building or engineering works on site and to ensure that the development does not contribute to, and is not put at unacceptable risk from or adversely affected by, unacceptable levels of ground or water pollution water pollution.

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: Further investigation will be necessary prior to commencement of any building or engineering works on site and to ensure that the development does not contribute to, and is not put at unacceptable risk from or adversely affected by, unacceptable levels of ground or water pollution water pollution.

11 Drainage

No development shall take place until such time as details of a sustainable surface water drainage scheme and a foul water drainage scheme have been submitted to and approved in writing by the Local Planning Authority.

The drainage scheme shall include:

- 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. A restricted rate of discharge of surface water agreed with the local planning authority (if it is agreed that infiltration is discounted by the investigations). In the event of surface water discharging to the public combined sewer, the rate of discharge shall be restricted to 5 l/s
- iii. Levels of the proposed drainage systems including proposed ground and finished floor levels in mAOD.
- iv. The background calculations of the MicroDrainage® model or any other software or calculations that have been used for the drainage design.
- v. Mitigation measures to manage the risk of sewer surcharge where applicable.
- vi. Construction details for permeable paving including kerb edging and sub-base details i.e. cross-sections, if this type of paving forms part of the sustainable drainage system.
- vii. Provision of a Maintenance Document explaining how the surface water scheme will be maintained and managed after completion.

For the avoidance of doubt, foul and surface water shall drain on separate systems at least to the point of discharge from the site, in accordance with Building Control Part H Drainage requirements

The approved scheme shall also be in accordance with the Non-Statutory Technical Standards for Sustainable Drainage Systems (March 2015) or any subsequent replacement national standards. Prior to occupation/ use of the proposed development, the drainage scheme shall be completed in accordance with the approved details and 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 and 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.

12 Levels

Notwithstanding any details included within the approved plans by virtue of Condition 2 of this permission, no development (other than works of site preparation) shall take place until finished floor levels for the proposed buildings and finished ground levels across the site relative to agreed off-site datum point(s) have been submitted to and approved in writing by the Local Planning Authority. The development shall be undertaken in accordance with the approved details.

Reason: In the interests of amenity and in compliance with Policies P3 and DM1 of the adopted Rochdale Core Strategy and the National Planning Policy Framework

Reason for pre-commencement condition: An understanding of proposed levels in relation to existing levels is required prior to commencement of any relevant engineering operations on site.

PRE-ABOVE GROUND WORKS

13 Materials (including brick detailing)

Notwithstanding any description of materials in the application, no above ground works shall take place until such time as a detailed specification of materials to be used externally in the construction of the development have first been submitted to and approved in writing by the Local Planning Authority. Such details shall include the type, colour and texture of the materials and shall include large scale drawings of brickwork detailing where it is proposed at a scale not less than 1:20. The development shall be carried out in accordance with the duly approved details thereafter.

Reason: In the interests of ensuring a satisfactory visual appearance to the development and in accordance with Policies P2, P3 and DM1 of the adopted Rochdale Core Strategy, Policy JP-P1 and JP-P2 of the adopted Places for Everyone Joint Development Plan, and the National Planning Policy Framework.

14 PV Panels

No Solar Photo-Voltaic Panels shall be installed in the dwellings hereby approved unless full details and specifications including large scale drawings at a scale of not less than 1:50 have been submitted to and approved in writing by the Local Planning Authority. The development shall be carried out in accordance with the approved details thereafter.

Reason: In the interests of ensuring a satisfactory visual appearance to the development and in accordance with Policies P2, P3 and DM1 of the adopted Rochdale Core Strategy, Policy JP-P1 and JP-P2 of the adopted Places for Everyone Joint Development Plan, and the National Planning Policy Framework.

15 Windows, Doors & Rooflights

Notwithstanding any description in the application, no above ground works shall take place until full product specifications for the windows, external doors, roof lights, and detailed designs of the window and door reveals, at a scale of

not less than 1:50, to be used on the development hereby approved, have been submitted to and approved in writing by the Local Planning Authority. The windows and doors shall be installed in accordance with the approved details thereafter.

Reason: In the interests of ensuring a satisfactory visual appearance to the development and in accordance with Policies P2, P3 and DM1 of the adopted Rochdale Core Strategy, Policy JP-P1 and JP-P2 of the adopted Places for Everyone Joint Development Plan, and the National Planning Policy Framework.

16 Pipework, Meter Boxes and Flues

Notwithstanding any description in the application or approved plans, no above ground works shall take place until full details of the design and placement of any pipework, meter boxes or flues (as necessary) to be fixed to the dwellings hereby approved have been submitted to and approved in writing by the Local Planning Authority. The approved measures shall be duly implemented and retained as such thereafter.

Reason: In the interests of ensuring a satisfactory visual appearance to the development and in accordance with Policies P2, P3 and DM1 of the adopted Rochdale Core Strategy, Policy JP-P1 and JP-P2 of the adopted Places for Everyone Joint Development Plan, and the National Planning Policy Framework.

PRIOR TO OCCUPATION

17 Landscaping

a) Notwithstanding the details shown on the approved plans, the development hereby permitted shall not 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.

(b) 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.

(c) 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 adopted Rochdale Core Strategy Policies G6 and G7, Policies JP-G6 and JP-G7 of the adopted Places for Everyone Joint Development Plan and the National Planning Policy Framework.

18 Biodiversity Enhancement

No above ground works shall take place until a scheme of biodiversity enhancements for the site as set out in Section 9.8 of the Preliminary Ecological Appraisal by Arbtech dated 24.04.24 has been submitted to and approved in writing by the Local Planning Authority. The duly approved scheme shall be implemented in full prior to first occupation of the dwellings and retained thereafter.

Reason: In the interests of enhancing biodiversity and habitat provision within the site in accordance adopted Rochdale Core Strategy Policies G6 and G7,

Policies JP-G6 and JP-G7 of the adopted Places for Everyone Joint Development Plan and the National Planning Policy Framework.

19 Boundary Treatments

Notwithstanding any details submitted as part of the application, no part of the development shall be occupied until details of the type, siting, design and materials to be used in the construction of boundaries, screens or retaining walls have been submitted to and approved in writing by the Local Planning Authority. The development shall be carried out in accordance with the duly approved details prior to the first occupation of the development to which the submission relates and the structures shall thereafter be retained.

Reason: In the interests of amenity and in compliance with policies P3 and DM1 of the adopted Rochdale Core Strategy, Policy JP-P1 of the Places for Everyone Joint Development Plan and the National Planning Policy Framework.

20 Car Parking

No part of the development shall be occupied until such time as the car parking, servicing and other vehicular access arrangements shown on the approved plans to serve the development hereby permitted have been made fully available for use. The arrangements shall be retained thereafter for their intended purpose.

Reason: In the interests of highway safety and the free flow of traffic and in accordance with policies T2 and DM1 of the adopted Rochdale Core Strategy, Places for Everyone joint development plan policy JP-P1 and the National Planning Policy Framework

21 Management and Maintenance Plan

No dwellings hereby approved shall be occupied upon completion until such time a Management and maintenance plan for area for communal areas including the communal parking areas and areas of planting that lie out of curtilage has been submitted to and approved in writing by the Local Planning Authority.

Reason: To ensure a ensure a satisfactory standard of visual amenity and repair for the lifetime of the development in accordance with CS policies DM1 and P3, PFE policy JP-P1 and the National Planning Policy Framework.

22 Internal Noise Levels

The development hereby approved shall not be carried out otherwise than in accordance with the recommended glazing and wall ventilation specifications as detailed in the Noise Assessment ref. E19371. BS8233 by SBM Safety Solutions, dated 04.09.22.

Notwithstanding the above, no dwelling shall be occupied on completion until such time as validation testing has been undertaken in the residential units to demonstrate that the following internal noise levels are being achieved.

- 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; and
- Noise in external amenity areas shall not exceed 55 dB(A).

No part of the development shall be occupied until such time as a report providing details of the implemented acoustic mitigation measures, and demonstrating that internal noise levels within habitable rooms meet the levels set out above, has been submitted to and approved in writing by the Local Planning Authority. The duly installed mitigation measures shall be retained thereafter.

Reason: In the interests of safeguarding the living conditions of future residents in accordance with Places for Everyone Joint Development Plan policy JP-P1, policies DM1 & G9 of the adopted Rochdale Core Strategy and the National Planning Policy Framework.

23 Permitted Development Rights – two storey rear extensions

Notwithstanding the provisions of the Town and Country Planning (General Permitted Development) (England) Order 2015 (as amended), or any equivalent Order following the revocation and re-enactment thereof, the dwellings hereby approved shall not be altered or extended, under Schedule 2, Part 1 Class A of the above order, insofar as it relates to permitted development rights for two storey rear extensions, unless planning permission has been granted for such works on application to the Local Planning Authority.

Reason: In the interests of residential and visual amenity in compliance with PpE policy JP-P1, policies DM1 and P3 of the adopted Rochdale Core Strategy, the Guidelines and Standards for Residential Development SPD (2016) and the National Planning Policy Framework.

24 Permitted Development Rights – side dormers

Notwithstanding the provisions of the Town and Country Planning (General Permitted Development) (England) Order 2015 (as amended), or any equivalent Order following the revocation and re-enactment thereof, the dwellings hereby approved at Plots 1, 4, 5, 14, 15 & 20 shall not be altered or extended, under Schedule 2, Part 1 Class B, of the above Order, insofar as it relates to side dormers, unless planning permission has been granted for such works on application to the Local Planning Authority.

Reason: In the interests of residential and visual amenity in compliance with PpE policy JP-P1, policies DM1 and P3 of the adopted Rochdale Core Strategy, the Guidelines and Standards for Residential Development SPD (2016) 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

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: £43.00 for householder applications and £145.00 in all other cases.

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 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.

INFORMATIVE:

In order to ensure that the development is safe to use and access and to reduce the risk of crime, the development should be carried out in accordance with the physical security measures specified in the approved Crime Impact Statement (ref: 2023/0170/CIZ/0) unless otherwise noted in the accompanying Officer's Report.

Appendix 1

Site Plan

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

SCHEDULE OF ACCORDATION	
House Type A	Three 3+5p Dwellings GFA @ 1775 m ² / 775 ft ² approx. 2 storey dual pitched roofs over approx. Eaves @ 4800mm Ridge @ 7500mm
House Type B	Two 3+5p Dwellings GFA @ 7905 m ² / 851 ft ² approx. 2 storey dual pitched roofs over approx. Eaves @ 4800mm Ridge @ 7600mm
House Type C	The 3+5p Dwelling CAT 3 compliant - Part M GFA @ 1625 m ² / 151 ft ² approx. (GFA subject to detail design) 2 storey dual pitched roofs over approx. Eaves @ 4800mm Ridge @ 8720mm
Each 1 & 2 bedroom dwelling consists of main living/dining/kitchen area, bathroom, laundry, and a separate toilet. Each 3 bedroom dwelling consists of main living/dining/kitchen area, bathroom, laundry, and a separate toilet. Each 3 bedroom dwelling consists of 2 no. carlidge parking spaces. 5 no. visitor parking bays and two disabled access parking bays provided throughout the scheme.	
OVERALL SCHEME 20no. UNITS	

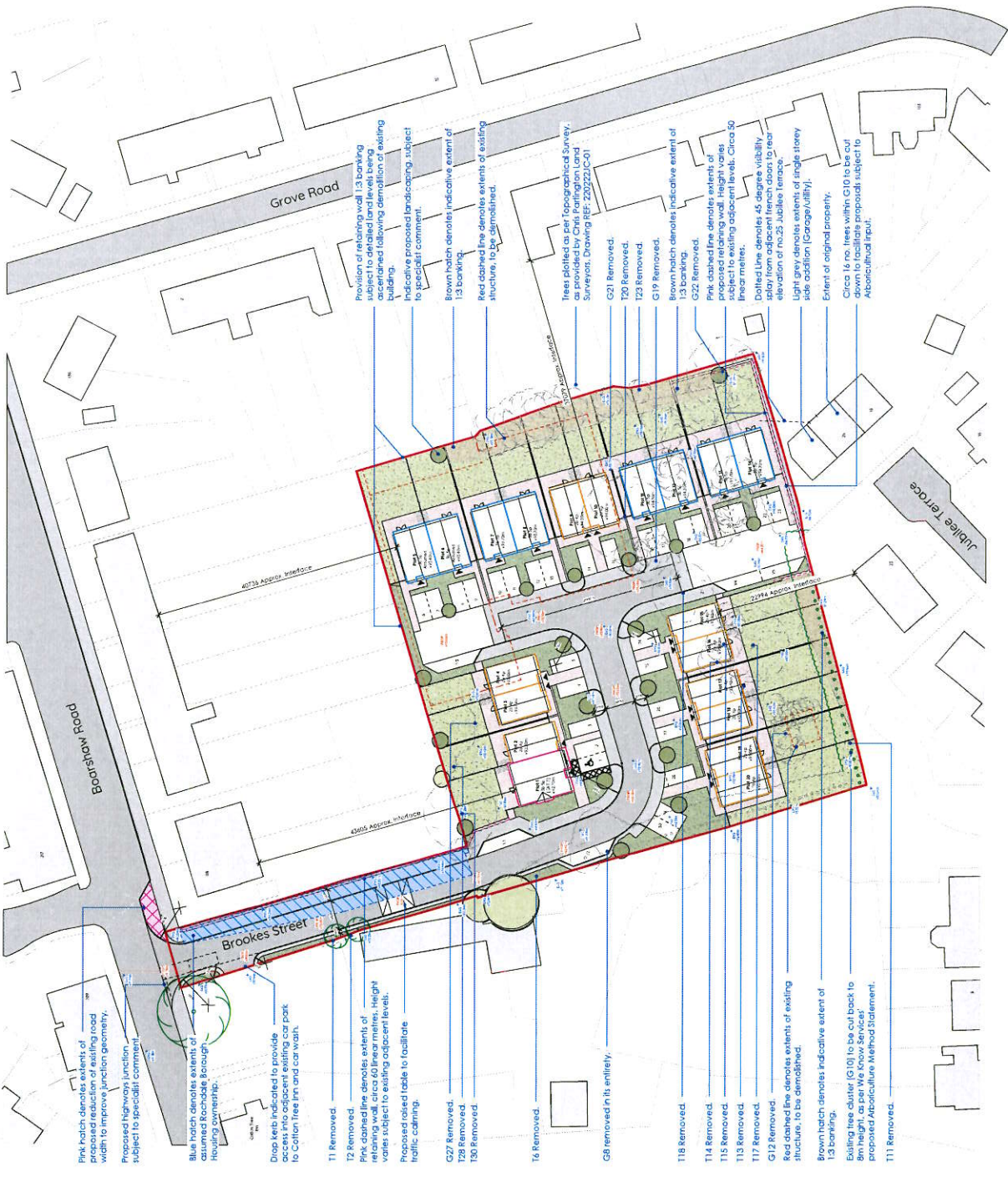
KEY	SITE BOUNDARY	Assumed extent, subject to Land Registry
GRASS	GRASS	Turf / planting beds to front of property
GRASS	GRASS	Turf to rear / side of property
HIGHWAY	HIGHWAY	Black Tarmacadam
PUBLIC FOOTPATH	PUBLIC FOOTPATH	Black Tarmacadam
PRIVATE FOOTPATH / PATIOS	PRIVATE FOOTPATH / PATIOS	600x600 freest concrete paving slabs
DRIVEWAYS	DRIVEWAYS	Coloured Tarmacadam
TREES	TREES	Existing tree to be removed
TREES	TREES	Existing group of trees to be removed
TREES	TREES	Existing tree to be retained
TREES	TREES	Proposed new tree
SPIN STOPS	SPIN STOPS	Proposed spin storage

NOTE: Scheme design subject to statutory approvals. All proposed levels are indicative only and subject to detailed design. All Tree reference numbers to be cross-checked by We Know Services, following receipt of detailed Topographical survey.

FOR APPROVAL	
B	Amendments to suit Landscape Architect LMC 14/08/2023 proposed, REF: 78102A
A	Minor Amendments. LMC 10/08/2023
	First Issue LMC 01/07/2022



Client	Kwack Build Ltd / Tyson Construction
Project	Phoenix Works - Middleton
Drawn By	LMC
Date	JULY 22
Scale	As indicated @ A2
Revision	B
Drawing No	21-050-P-110
Unit 17, Corner, Lawrence, Widge	0957 707 4371
24 Devon Road, Widge	info@condyllofthouse.co.uk
Widgeland 15 Widge	www.condyllofthouse.co.uk



S. Sherratt
AUTHORISED SIGNATORY

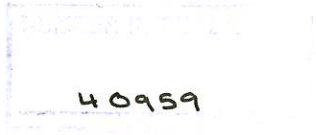
[Handwritten signature]

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



S Shurall

Authorised Signatory
Name:



EXECUTED AS A DEED by
KWICK BUILD (SEDBERGH) LIMITED
acting by: **DAVID GODFREY**

[Signature]

DIRECTOR.

In the presence of:

Witness Signature:

[Signature]

Witness Name (block capitals):

GRIN MELLOR Solicitor,

Designated Officer

GORVINS LLP
DALE HOUSE, TIVIOLE DALE
STOCKPORT SK1 1TA
TEL: 0161 930 5151
FAX: 0161 930 5252