

DATED 17th December 2021

THE COUNCIL OF THE CITY OF MANCHESTER

– and –

LTE GROUP

- and -

MILLER HOMES LIMITED

-and-

SANTANDER UK PLC

AGREEMENT

**pursuant to section 106 of the Town and
Country Planning Act 1990 (as amended)
relating to Land at Manchester College,
Arden Centre, Sale Road, Manchester**

City Solicitor
P O Box 532
Town Hall
Albert Square
Manchester
M60 2LA

THIS AGREEMENT is made the 17th day of December 2021

BETWEEN:

- (1) **THE COUNCIL OF THE CITY OF MANCHESTER** of Town Hall, Albert Square, Manchester, M60 2LA (the "**Council**");
- (2) **LTE GROUP** being a further education corporation established on 1 August 2008 with the name of The Manchester College under Section 16(1)(a) of the Further and Higher Education Act 1992 by virtue of The Manchester College (Incorporation) Order 2008 SI2008 No.49 and which changed its name on 1 June 2017 to LTE Group with the consent of the Secretary of State for Education whose principal office is at of Openshaw Campus, Administration Centre, Ashton Old Road, Manchester M11 2WH (the "**Owner**");
- (3) **MILLER HOMES LIMITED** (incorporated in Scotland with company number SC255429) whose registered office is at Miller House, 2 Lochside View, Edinburgh Park, Edinburgh, EH12 9DH (the "**Developer**"); and
- (4) **SANTANDER UK PLC** (incorporated in England with company number 2294747) whose registered office is at 2 Triton Square, London, NW1 3AN (the "**Mortgagee**").

BACKGROUND

- A The Council is the local planning authority for the purposes of the Act in relation to the Site and is the authority by whom the obligations hereby created are enforceable. The Development will be carried out on the Site. The Site is situated within the Administrative Boundaries of Manchester and this planning obligation is enforceable by the Council.
- B The Owner is the freehold owner of the Site registered at the Land Registry with Title Absolute under Title Number GM893106 together with but subject to all matters contained or referred to in the Title Registers thereunder.

- C The Developer has an interest in the Site pursuant to a contract to purchase dated 11th June 2021.
- D The Mortgagee has the benefit of a legal charge dated 26th February 2020 registered against Title Number GM893106.
- E The Council has the benefit of a legal charge dated 26th February 2020 registered against Title Number GM893106.
- F The Application was submitted to the Council for planning permission to carry out the Development in the manner set out in the plans, specifications and particulars forming part of the Application.
- G The Council as local planning authority is satisfied that the Development is such as may be approved by the Council under the Act and is minded to grant planning permission for the Development in accordance with the Application but having considered the Local Plan and the Regulations is desirous of the Owner entering into this Agreement without which planning permission would not be granted.
- H The application of Policy H8 of the Core Strategy to the Development means that there is a requirement to provide Affordable Housing. The Council has determined that in accordance with Policy H8 20% of the Dwellings on Site must be Affordable Housing.
- I The Owner has agreed to enter into this Agreement in support of the Application so as to create planning obligations in favour of the Council pursuant to section 106 of the Act and to be bound by and observe and perform the covenants hereinafter contained.
- J The planning purposes of this Agreement are to improve the amenity of land in the locality of the Site with benefit for the occupiers of the Development and to mitigate the adverse impacts of the Development and to provide affordable housing in accordance with Policy H8 of the Core Strategy in accordance with the development plan for the area and other material considerations. The Council is satisfied that the obligations in this Agreement are:
 - (a) necessary to make the Development acceptable in planning terms (including where appropriate, obligations necessary to mitigate the

adverse impacts of the Development in accordance with the development plan for the area and other material considerations);

- (b) directly related to the Development; and
- (c) fairly and reasonably related in scale and kind to the Development

AGREED TERMS

1. DEFINITIONS AND INTERPRETATION

- 1.1 The definitions and rules of interpretation set out in this Clause apply to this Agreement.

“Act” the Town and Country Planning Act 1990 as amended by the Planning and Compensation Act 1991 and the Planning and Compulsory Purchase Act 2004 and the Planning Act 2008;

“Administrative Boundaries of Manchester” all the wards that together comprise the city of Manchester;

“Agreement” shall mean this agreement;

“Application” the application to which the Council gave the reference 131147/FO/2021 for planning permission for the erection of 224 no. dwellings (Use Class C3) with associated access, landscaping, parking and other works following demolition of existing buildings;

“Bus Shelter Contribution” the sum of £17,395 (seventeen thousand three hundred and ninety-five pounds) Index Linked towards the provision of a bus shelter on Sale Road to enhance sustainable travel to and from the Site;

“Commencement of Development” the date upon which the Development shall begin by the carrying out of a material operation in accordance with the provisions of section 56(4) of the Act and **“Commence”**, **“Commencement”** and **“Commenced”** shall be construed accordingly. Commencement will be deemed to have taken place whether it takes place on the Site or on the land adjacent to the Site;

“Contributions” the Bus Shelter Contribution; the Open Space Contribution and the Pedestrian Crossing Contribution;

“Core Strategy” means the Manchester Core Strategy (adopted 11th July 2012) which is the key document in the Council’s Local Development Framework and details the Council’s vision for the development of Manchester during the period 2012 to 2027

“Development” the development undertaken on the Site pursuant to the Planning Permission as specified in the Application and the term “Developed” shall be construed accordingly;

“Dwelling” a unit of accommodation to be constructed on the Site as part of the Development pursuant to the Planning Permission and **“Dwellings”** shall be construed accordingly.

“Expert” a professional expert in town planning, who is a Chartered Member of the Royal Town Planning Institute with a minimum of ten (10) years post-qualification experience.

“Index Linked” adjusted on an annual basis or pro rata per diem from the date of this Agreement to the relevant date of payment in accordance with the Retail Price Index and “Index Linking” shall be construed accordingly.

“Interest” interest at 4% (four per cent) above the base lending rate of the Bank of England from time to time.

“Local Plan” includes the Core Strategy adopted by Manchester City Council on 11 July 2012, the extant Unitary Development Plan policies and all other relevant strategic planning documents adopted by Manchester City Council;

“Management Fee” shall mean 15% of the planning application fee which equates to £7113.45 to be used for the purpose of monitoring and reporting on the delivery of this Agreement and the Planning Obligations contained herein;

“NPPF” the National Planning Policy Framework issued in July 2021 being the framework setting out the Government’s planning policies for England and how these are expected to be applied as may be amended or any replacement of the same.

“Occupation” means occupation of any part of the Development for the purposes permitted by the Planning Permission but does not include use by personnel whilst engaged in construction, fitting out or decoration of the Dwellings or occupation for marketing or display or occupation in relation to security operations and “Occupy” and “Occupied” shall be construed accordingly;

“Open Space Contribution” the sum of four hundred and ninety eight thousand pounds (£498,000.00) Index Linked to contribute towards replacement pitch provision in the vicinity of the Site;

“Pedestrian Crossing Contribution” the sum of one hundred and twenty-five thousand pounds (£125,000.00) Index Linked to contribute towards the provision of a signalised pedestrian crossing facility on Sale Road in the vicinity of the Site;

“Phase” a part of the Development to be constructed on the Site identified in the Affordable Housing Plan and “Phases” shall be construed accordingly;

“Phase 1” a part of the Development to be constructed on the Site identified in the Affordable Housing Plan and shown as "phase 1";

“Phase 2” a part of the Development to be constructed on the Site identified in the Affordable Housing Plan and shown as "phase 2";

“Plan” the plan with reference LOC 001 attached to the Agreement at Appendix 1;

“Planning Obligations” shall mean the obligations of the Owner specified in the Schedules;

“Planning Permission” the planning permission granted pursuant to the Application substantially in the form as appended at Schedule 2 and as may be amended by any non-material amendment;

“Regulations” the Community Infrastructure Levy Regulations 2010.

“Retail Price Index” twelve (12) month percentage change in the All Items Retail Price Index published by the Office for National Statistics Centre and in

the Monthly Digest of Statistics (or contained in any official publication substituted therefor) or such other index as may from time to time be published in substitution therefor.

“Site” the property described in Schedule 1 and shown for the purposes of identification only edged red on the Plan.

“Working Day” means any day except Saturday Sunday or a bank holiday and reference to “Working Days” shall be construed accordingly.

- 1.2 The Clause headings do not affect this interpretation.
- 1.3 Unless otherwise indicated, references to Clauses and Schedules are to Clauses of and Schedules to this Agreement and references in a Schedule to a Part or Paragraph are to a Part or Paragraph of that Schedule.
- 1.4 References to any statute or statutory provision include reference to:
 - 1.4.1 all Acts of Parliament and all other legislation having legal effect in the United Kingdom as directly or indirectly amended, consolidated, extended, replaced or re-enacted by any subsequent legislation; and
 - 1.4.2 any orders, regulations, instruments or other subordinate legislation made under that statute or statutory provision.
- 1.5 Except for the provisions of Clause 9 references to the Site include any part of it.
- 1.6 References to any party in this Agreement include the successors in title of that party. In addition, references to the Council include any successor local planning authority exercising planning powers under the Act and any successor local highway authority exercising powers under the Highways Act 1980.
- 1.7 “Including” means “including, without limitation”.
- 1.8 Any covenant by the Owner or the Council not to do any act or thing includes a covenant not to permit or allow the doing of that act or thing.

- 1.9 If any provision is held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remainder of this Agreement is to be unaffected.
- 1.10 Words importing the singular meaning where the context so admits include the plural meaning and vice versa.
- 1.11 Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed interchangeable in that manner.

2. PLANNING OBLIGATION

This Agreement is made pursuant to section 106 of the Act, section 111 of the Local Government Act 1972, section 1 of the Localism Act 2011 and all other enabling legislation and is a planning obligation for the purposes of section 106 of the Act, with the intent that covenants hereinafter contained shall be enforceable by the Council acting under the powers contained in section 106 or such other enabling powers against the Owner.

3. CONDITION PRECEDENT

This Agreement is conditional upon the grant of the Planning Permission and Commencement of Development save for the provisions of Clauses 9, 12, 16, 18 and 19 which shall have immediate effect.

4. CONDITION SUBSEQUENT

If the Planning Permission for the Development has not been implemented by the carrying out of a material operation in accordance with the provisions of sections 56, 91 and 93 of the Act or is revoked or modified in whole or in part (other than in approval of an application by or on behalf of the Owner) or quashed or declared unlawful as a result of legal proceedings then this Agreement 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.

5. THE OWNER'S COVENANTS

The Owner on behalf of itself and any person 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 on his part contained in this Agreement including those obligations set out in Schedule 3 and Schedule 5 and hereby agrees that the Site shall be permanently subject to the obligations, restrictions and provisions specified herein, such obligations being planning obligations for the purpose of section 106 of the Act except where such obligations have been complied with they will no longer be enforceable by the Council against the Owner.

6. THE COUNCIL'S COVENANTS

The Council hereby covenants with the Owner to observe and perform the obligations on its part in this Agreement including those obligations set out in the Schedule 4.

7. DISPUTE RESOLUTION

- 7.1 In the event of any dispute arising in connection with any of the terms of this Agreement other than a dispute involving the construction or interpretation of the terms of this Agreement or the enforcement of any decision pursuant to this Clause, the same shall unless the Council and the Owner otherwise agree be referred to an Expert to be appointed by agreement between the Council and the Owner.
- 7.2 If the Council and the Owner are unable to agree on the appointment of an Expert within thirty (30) days of one party serving notice on the other calling for the appointment of an Expert, then an Expert shall be appointed on the application of either party to the President for the time being of the Royal Town Planning Institute.
- 7.3 Any reference of a dispute to an Expert shall if the parties are agreed in writing be deemed to be a reference to an expert (and not to an arbitrator) whose decision shall be final and binding (save for manifest error) but shall otherwise be deemed to be a reference to an arbitrator pursuant to the Arbitration Act 1996 and any statutory amendment variation substitution or re-enactment thereof.

- 7.4 Any party to this Agreement shall be entitled to submit to the Expert representations and cross-representations with such supporting evidence as they shall respectively consider necessary and the Expert shall have regard thereto in making his decision which shall be delivered in writing. The reference of any dispute shall include authority to determine in what manner all the costs of the referral shall be paid.

8. WAIVER

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

9. CHANGE IN OWNERSHIP & LIABILITY

- 9.1 The Owner agrees with the Council to give the Council immediate written notice of any change in ownership of any of its interest in the Site occurring before all the obligations under this Agreement 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 unless the purchase relates to the individual plot purchases of Dwellings on the Site.

- 9.2 No person shall be liable for any breach, non-performance and non-observance of the covenants, obligations and restrictions contained in this Agreement after it shall have parted with its entire interest in the Site but without prejudice to liability for any subsisting breach arising prior to parting with such interest nor shall this hinder or preclude the Council's rights as the Local Planning Authority to require that the breach, non-performance or non-observance be remedied after that person has parted with its interest in the Site.

10. COUNCIL'S CONSENT OR APPROVAL

Where in this Agreement the consent, agreement or approval of the Council is required to be given by the Council, the Council confirms that such consent, agreement or approval shall not be unreasonably withheld or delayed provided that this shall not fetter the proper discretion of the Council.

11. EXCLUSIONS

The covenants contained in this Agreement shall not be enforceable against:

- 11.1 individual purchasers or lessees (or their mortgagees) of Market Housing Units (defined in Schedule 5) on the Site constructed pursuant to the Planning Permission; or
- 11.2 any Chargee (defined in Schedule 5) of a Registered Provider or of an individual owner occupier of Affordable Housing Units and any individual owner occupier of Affordable Housing Units save for the provisions set out in Schedule 5; or
- 11.3 any statutory undertaker(s) in relation to any parts of the Site acquired by them for electricity sub-stations gas governor stations or pumping stations or against anyone whose only interest in the Site or any part of it is in the nature of the benefit of an easement or covenant nor against all those deriving title from the aforesaid;
- 11.4 and any successor in title including mortgagees or chargees of those referred to in clause 11.1 -11.3 above (save that a mortgagee or chargee of an Affordable Housing Unit shall be bound by the provisions of Schedule 5).

12. LOCAL LAND CHARGE AND LAND REGISTRY ENTRY

This Agreement is a Local Land Charge and shall be registered as such by the Council.

13. NON-PROHIBITION ON DEVELOPMENT

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

14. THE CONTRACTS ACT

Save as provided in respect of the successors in title to the Site or any successor to the relevant statutory functions of the Council this Agreement shall not be enforceable by any third party pursuant to the Contracts (Rights

of Third Parties) Act 1999 and no third party shall acquire any benefit rights or claims whatsoever pursuant thereto.

15. COMMUNICATION

- 15.1 Any notice or document to be served on or sent pursuant to this Agreement shall either be delivered personally or sent by recorded delivery service
- 15.2 to the Council and addressed to the City Solicitor at the Council's address first above written;
- 15.3 to the Owner, the Developer and the Mortgagee respectively at their registered office address.

16. FEES

- 16.1 The Developer shall pay forthwith to the Council its legal fees reasonably and properly incurred in preparation of this Agreement up to the sum of £5,000.
- 16.2 Receipt by the Council of the payment of such sum shall not create any lawyer-client type contractual relationship between the Council and the Owner nor absolve the Owner from any liability or obligation imposed upon them by the terms of this Agreement or by statute or at common law.
- 16.3 The Developer shall pay the Management Fee to the Council on the date hereof.

17. INTEREST

If any payment due under this Agreement is paid late Interest will be payable from the date payment is due to the date that payment is received.

18. JURISDICTION

This Agreement is governed by and interpreted in accordance with the law of England.

19. COMPLETION

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

20. MORTGAGEE

- 20.1 The Mortgagee consents to this Agreement being entered into with the intention that its interest in the Site will be bound by the terms of this Agreement as if this Agreement had been executed and registered as a local land charge before the execution of the legal charge.
- 20.2 Notwithstanding clause 20.1, the Mortgagee will not incur any liability for any breach of the obligations contained in this Agreement unless and until they become a mortgagee in possession of the Site or any part of it.

21. DEVELOPER

The Developer hereby consents to the Owner entering into this Agreement and acknowledges that upon their attaining a legal estate in the Site its interest in the Site will be bound by the planning obligations in this Agreement.

22. COUNTERPARTS

- 22.1 This Agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicated original, but all the counterparts shall together constitute the one agreement
- 22.2 Transmission of an executed counterpart of this Agreement by email in PDF format by a party to each of the other parties shall take effect as delivery of an executed counterpart of this Agreement.
- 22.3 Without prejudice to the validity of the Agreement thus made, each of the parties shall provide the Council with the original of such counterpart as soon as reasonably possible thereafter and in any event within 4 weeks of the date of this Agreement.
- 22.4 No counterpart shall be effective until each party to this Agreement has executed and delivered at least one counterpart and that counterpart has been delivered to each of the other parties to this Agreement and acknowledgement of receipt of those counterparts has been received by email from each of the other parties.

EXECUTED as a deed by the parties on the day and year first hereinbefore appearing.

SCHEDULE 1

The Site

Land at Manchester College, Arden Centre, Sale Road, Manchester and shown for the purposes of identification only edged red on the Plan.

SCHEDULE 2
Draft Planning Permission



Town & Country Planning Act 1990 (as amended)

Planning Permission

Applicant

Miller Homes North West
103 Dalton Avenue
Birchwood Park
Warrington
WA3 6YF

Agent (if used)

Miss Kerry Walker
Pegasus Group
Queens House
Queen Street
Manchester
M2 5HT

Part 1 – Particulars of the application/development

Proposal: Erection of 224 no. dwellings (Use Class C3) with associated access, landscaping, parking and other works following demolition of existing buildings

Location: Manchester College Arden Centre , Sale Road, Manchester, M23 0DD

Date of application: 21 July 2021

Application number: 131147/FO/2021

Part 2 – Particulars of decision

Manchester City Council gives notice that the development referred to in Part 1 has been **Minded to Approve** in accordance with the application and plans submitted subject to the condition(s) listed below (if any).

Article 35 Declaration

The application has been considered in a positive and proactive manner as required by The Town and Country Planning (Development Management Procedure) (England) Order 2015 and any problems and/or issues arising in relation to dealing with the application have been communicated to the applicant.

Condition(s) attached to this decision

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

Reason - Required to be imposed pursuant to Section 91 of the Town and Country Planning Act 1990.

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

Indicative Streetscenes A-C: Reference: 20052 (PL) 300 D; Indicative Streetscenes D - E: Reference: 20052 (PL) 301 D as received by the City Council as local planning authority on the 03/11/2021

Landscape Masterplan: Reference: 3882 101 E; Landscape Layout (1 of 2): Reference: 3882 102 E ; Landscape Layout (2 of 2): Reference: 3882 103 E; Wilson Housetype: Reference: 20052 (PL) 100 F; Burnett Housetype: Reference: 20052 (PL) 101 F; Dalton Housetype: Reference: 20052 (PL) 102 D; Burgess Housetype: Reference: 20052 (PL) 103 E; McKellen Housetype: Reference: 20052 (PL) 104 E; Joule Housetype: Reference: 20052 (PL) 105 E ; Winterson Housetype: Reference: 20052 (PL) 106 D ; Lowry Housetype: Reference: 20052 (PL) 107 D; Turing Housetype: Reference: 20052 (PL) 108 D; Gaskell Housetype: Reference: 20052 (PL) 109 D; Pankhurst Housetype: Reference: 20052 (PL) 110 E; Winterson Detail Sheet; Burnett Detail Sheet; Boundary Treatment Plan: Reference: 2131 / BT / 01 Rev C

All received by the City Council as local planning authority on the 01/11/2021

Proposed Overall Site Layout (Colour): Reference: 2131 / SL /01 Rev I as received by the City Council as local planning authority on the 28/10/2021

Build Route, Compound Location and Phasing Plan Reference: 2131/ROB/01 Rev B; Proposed Overall Site Layout: Reference: 2131/SL/01 Rev I; Management Plan: Reference: 2131/MC/01 Rev A; Surface Materials Layout: Reference: 2131/SML/01 Rev C; Waste Management Plan: Reference: 2131/WMP/01 Rev A; Adoptable Drainage Layout 40-01 Rev P1; All as received by the City Council as local planning authority on the 25/10/2021

Flood Risk Assessment (October 2021): Reference: 882187 -R1 (02)-FRA - as received by the City Council as local planning authority on the 27/10/2021

Drainage Technical Note prepared by RSK Ref: 882187 LLFA L02 dated 21st October 2021, Adoptable Drainage Layout: Reference: 882187 40-01 P1 both as received by the City Council as local planning authority on the 25/10/2021

Design and Access Statement Addendum (October 2021): Reference: 20052 PL 500 Rev H as received by the City Council as local planning authority on the 05/11/2021

Construction Environmental Management and Demolition Plan: Miller Homes Rev: A as received by the City Council as local planning authority on the 28/10/2021

Transport Assessment (October 2021): Reference: 3225TA.04 as received by the City Council as local planning authority on the 25/10/2021

Energy and Sustainability Statement: Rev B 21/10/2021 as received by the City Council as local planning authority on the 22/10/2021

Revised Playing Field Mitigation Report: Reference 3-023-2021 Final Version 20.10.2021 as received by the City Council as local planning authority on the 20/10/2021.

Ground Investigation Report for Northenden College, Northenden Jan 2021
REPORT NO: 20MIL039/GI prepared by Betts Geo; Phase 1 Environmental Report TMC Northenden Campus, Wythenshawe, REC REFERENCE: 108393P1R0 October 2019; Phase II Geoenvironmental Site Assessment Northenden College Reference:13-969-R1-1 Date: July 2020 and accompanying information prepared by e3p; Ecological Survey and Assessment May 2021 prepared by ERAP ref: 2020-272; Dusk Emergence Survey for Bat Activity June 2021 prepared by ERAP ref: 2020-272b; Demolition plan reference DMP/01; Crime Impact Statement Version A ref 2009/0462/CIS/01; Broadband Statement Revision V0; Air Quality Assessment April 2021 prepared by Wardell Armstrong ; Wythenshawe Park Earthworks and drainage STRI report dated 16th May 2021; All as received by the City Council as local planning authority on the 21st July 2021

Planting Plan (1 of 5) Reference 3882 201 Rev A; Planting Plan (2 of 5) Reference 3882 202 Rev A; Planting Plan (3 of 5) Reference 3882 203 Rev A; Planting Plan (4 of 5) Reference 3882 204 Rev A and Planting Plan (5 of 5) Reference 3882 205 Rev A received by the City Council as local planning authority on the 5th November 2021

Arboricultural Impact Assessment: Reference: P.846.17 Rev C as received by the City Council as local planning authority on the 09/11/2021

Noise Assessment June 2021 Report No P20-540-R02v1 November 2021 prepared by Hepworth Acoustics as received by the City Council as local planning authority on the 10th November 2021

Bat and Bird Box Plan: Reference: ERAP Ltd. 2020-272 V4 (CH) as received by the City Council as local planning authority on the 16th November 2021

Rolec EV WALLPOD:EV READY information sheet as received by the City Council as local planning authority on the 30/11/2021

Materials Layout reference 2131 / ML / 01 Rev A as received by the City Council as local planning authority on the 01/12/2021

Reason - To ensure that the development is carried out in accordance with the approved plans. Pursuant to policies SP1 and DM1 of the Core Strategy.

3) a) Prior to the commencement of the development, details of a Local Benefit Proposal, in order to demonstrate commitment to recruit local labour for the duration of the construction of the development, shall be submitted for approval in writing by the City Council, as Local Planning Authority. The approved document shall be implemented as part of the construction of the development. In this condition a Local Benefit Proposal means a document which includes:

- i) the measures proposed to recruit local people including apprenticeships
- ii) mechanisms for the implementation and delivery of the Local Benefit Proposal
- iii) measures to monitor and review the effectiveness of the Local Benefit Proposal in achieving the objective of recruiting and supporting local labour objectives

(b) Within one month prior to construction work being completed, a detailed report which takes into account the information and outcomes about local labour recruitment pursuant to items (i) and (ii) above shall be submitted for approval in writing by the City Council as Local Planning Authority.

Reason - The applicant has demonstrated a commitment to recruiting local labour pursuant to policies SP1, EC1 and DM1 of the Manchester Core Strategy.

4) a) Post demolition and/or prior to development commencing, additional site investigation should be undertaken and a report prepared outlining what measures, if any, are required to remediate the land (the Site Investigation Report and/or Remediation Strategy) which shall be submitted to and approved in writing by the City Council as local planning authority.

b) When the development within each phase commences, the development shall be carried out in accordance with the previously agreed Remediation Strategy and a Completion/Verification Report shall be submitted to and approved in writing by the City Council as local planning authority.

In the event that ground contamination, groundwater contamination and/or ground gas, not previously identified, are found to be present on the site at any time before the development in each phase is occupied, then development shall cease and/or the development shall not be occupied until, a report outlining what measures, if any, are required to remediate the land (the Revised Remediation Strategy) is submitted to and approved in writing by the City Council as local planning authority and the development shall be carried out in accordance with the Revised Remediation Strategy, which shall take precedence over any Remediation Strategy or earlier Revised Remediation Strategy.

Reason - To ensure that the presence of or the potential for any contaminated land and/or groundwater is detected and appropriate remedial action is taken in the interests of public safety, pursuant to policies EN17 and EN18 of the Core Strategy.

5) Prior to the commencement of development including any site setting up works a highway dilapidation survey including photographs and commentary on the condition of carriageway/footways on construction vehicle routes surrounding the site shall be submitted to and approved in writing by the City Council as local planning authority. The construction of the development shall be carried out in accordance with the approved details and within one month of the completion of the development a further survey of the condition of previous carriageway/footways on construction vehicle routes surrounding the site together with measures to remedy any defects arising from the construction of the development and timescales for the implementation shall be submitted to and approved in writing by the City Council as local planning authority.

Reason - In the interests of highway safety pursuant to policy DM1 of the Manchester Core Strategy.

6) Prior to the commencement of development of the brownfield areas in Phases 1 and 2 (Plots 1-89 & 126-145 & 219-224), as shown on approved Drawing Reference: 40-01-P1, a surface water drainage scheme shall be submitted to and approved in writing by the Local Planning Authority.

This shall include:

- Adherence to the Drainage Hierarchy which shall include evidence of an assessment of ground conditions and the potential for infiltration of surface water;
- 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) which shall be at least 50% betterment of existing brownfield runoff rate.
- The drainage of foul and surface water on separate systems.
- Assessment of overland flow routes for extreme events that is diverted away from buildings (including basements). Overland flow routes need to be designed to convey the flood water in a safe manner in the event of a blockage or exceedance of the proposed drainage system capacity including inlet structures. A layout with overland flow routes needs to be presented with appreciation of these overland flow routes with regards to the properties on site and adjacent properties off site.
- If necessitated by design iteration, hydraulic calculation of the proposed drainage system, which shall include evidence that the drainage system has been designed (unless an area is designated to hold and/or convey water as part of the design) so that flooding does not occur during a 1 in 100 year rainfall event with allowance for 40% climate change in any part of a building.
- A timetable for its implementation.

The development shall be carried out in accordance with the agreed details.

Reason: To promote sustainable development, secure proper drainage and to manage the risk of flooding and pollution pursuant to national policies within the NPPF and NPPG and local policies EN08 and EN14.

7) The greenfield areas of Phase 1 of the development (plots 90-125 & 146-218), as shown on approved Drawing Reference: 40-01 P1, shall be carried out in accordance with the parameters and drainage strategy set out in Drainage Technical Note 882187 LLFA L02 and the Flood Risk Assessment 882187-R1(02)-FRA hereby approved. Prior to the commencement of any above ground works for the greenfield areas of Phase 1 (plots 90-125 & 146-218), full details and locations of the soakaway plots shall be submitted to and approved in writing by the Local Planning Authority. This shall include:

- Detailed design drainage layout.
- Hydraulic calculation of the soakaways, which shall conform to the non-technical standards for SuDS, include evidence that the drainage system has been designed (unless an area is designated to hold and/or convey water as part of the design) so that flooding does not occur during a 1 in 100 year rainfall event with allowance for 40% climate change in any part of a building.
- Where flooding is predicted by hydraulic calculation during a 1 in 100 year rainfall event with allowance for 40% climate change, evidence of how the volume will be managed onsite.
- Assessment of overland flow routes for extreme events that is diverted away from buildings (including basements). Overland flow routes need to be designed to convey the flood water in a safe manner in the event of a blockage or exceedance of the proposed drainage system capacity including inlet structures. A layout with overland flow routes needs to be presented with appreciation of these overland flow routes with regards to the properties on site and adjacent properties off site.

The approved scheme shall be implemented prior to the first occupation of any greenfield areas in Phase 1 (plots 90-125 & 146-218).

Reason: To promote sustainable development, secure proper drainage and to manage the risk of flooding and pollution. This condition is imposed in light of national policies within the NPPF and NPPG and local policies EN08 and EN14.

8) The development hereby permitted shall not be occupied until details of the implementation, maintenance and management of the installed sustainable drainage scheme have been submitted to and approved by the local planning authority. The scheme shall be implemented and thereafter managed and maintained in accordance with the approved details. Those details shall include:

- Verification report providing photographic evidence of construction as per design drawings;
- As built construction drawings if different from design construction drawings;
- Management and maintenance plan for the lifetime of the development which shall include the arrangements for adoption by any public body or statutory undertaker, or any other arrangements to secure the operation of the sustainable drainage scheme throughout its lifetime.
- Where plot soakaways are proposed, details of adequate measures to ensure soakaways will be protected from future development shall be presented.

Reason: To manage flooding and pollution and to ensure that a managing body is in place for the sustainable drainage system and there is funding and maintenance mechanism for the lifetime of the development.

9) The development hereby approved shall be carried out in accordance with the agreed Construction Environmental Management and Demolition Plan: Miller Homes Rev: A as received by the City Council as local planning authority on the 28/10/2021

Reason - In the interests of residential amenity, highway safety pursuant to policy DM1 of the Core Strategy and saved Unitary Development Plan policy DC26.

10) If demolition of buildings on site has not occurred by May 2022 a further bat survey of the buildings to be demolished shall be undertaken prior to demolition works taking place. Should the survey reveal the presence of any protected species, a scheme for the protection of their habitat shall be submitted to and agreed in writing by the City Council as local planning authority before the demolition takes place, and implemented in full in accordance with the approved details and to a timetable agreed in writing by the local planning authority.

Reason - To ensure the protection of habitat of species that are protected under the Wildlife and Countryside Act 1981 or as subsequently amended in order to comply with policy EN15 of the Core Strategy.

11) If no development has commenced by Spring 2023 further survey work for presence of badger on site shall be undertaken. Should the survey reveal the presence of any badgers, a scheme for the protection of their habitat shall be submitted to and agreed in writing by the City Council as local planning authority before the demolition takes place, and implemented in full in accordance with the approved details and to a timetable agreed in writing by the local planning authority.

Reason - To ensure the protection of habitat of species that are protected under the Wildlife and Countryside Act 1981 or as subsequently amended in order to comply with policy EN15 of the Core Strategy.

12) No works to trees or shrubs shall occur between the 1st March and 31st August in any year unless a detailed bird nest survey by a suitably experienced ecologist has been carried out immediately prior to clearance and written confirmation provided that

no active bird nests are present which has been agreed in writing by the local planning authority.

Reason - To ensure the protection of habitat of species that are protected under the Wildlife and Countryside Act 1981 or as subsequently amended and to comply with policy EN15 of the Core Strategy.

13) The treatment of invasive species shall be carried out in accordance with the guidance contained in section 5.5.1 of the Ecological Survey and Assessment report.

Reason - To prevent the spread of an invasive species listed within the Wildlife and Countryside Act 1981.

14) The development shall be carried out in accordance with details for the provision of bat and bird boxes as set out within drawing reference: Bat and Bird Box Plan: Reference: ERAP Ltd. 2020-272 V4 (CH) as received by the City Council as local planning authority on the 16th November 2021.

Reason - In order to secure biodiversity enhancements of the site pursuant to policy EN9 and EN15 of the Core Strategy and paragraph 174d of the NPPF.

15) In this condition "retained tree" means an existing tree, shrub or hedge which is to be as shown as retained on the approved plans and particulars; and paragraphs (a) and (b) below shall have effect until the expiration of 5 years from the date of the occupation of the building for its permitted use.

(a) No retained tree shall be cut down, uprooted or destroyed, nor shall any retained tree be topped or lopped other than in accordance with the approved plans and particulars, without the written approval of the local planning authority. Any topping or lopping approved shall be carried out in accordance with British Standard 5387 (Trees in relation to construction)

(b) If any retained tree is removed, uprooted or destroyed or dies, another tree shall be planted at the same place and that tree shall be of such size and species, and shall be planted at such time, as may be specified in writing by the local planning authority.

(c) The erection of fencing for the protection of any retained tree shall be undertaken in accordance with the approved plans and particulars before any equipment, machinery or materials are brought on to the site for the purposes of the development, and shall be maintained until all equipment, machinery and surplus materials have been removed from the site. Nothing shall be stored or placed in any area fenced in accordance with this condition and the ground levels within those areas shall not be altered, nor shall any excavation be made, without the written consent of the local planning authority.

Reason - In order avoid damage to trees/shrubs adjacent to and within the site which are of important amenity value to the area and in order to protect the character of the area, in accordance with policies EN9 and EN15 of the Core Strategy.

16) Notwithstanding the approved details, prior to the commencement of above ground works samples and specifications of the bricks to be used on the external elevations shall be submitted to and approved in writing by the City Council as local planning authority. Thereafter the development shall be carried out in accordance with those details.

Reason - To ensure that the appearance of the development is acceptable to the City Council as local planning authority in the interests of the visual amenity of the area within which the site is located, as specified in policies SP1 and DM1 of the Core Strategy.

17) a) Prior to the commencement of above ground works to those residential units identified within Figure 7 of the approved Noise Assessment report prepared by Hepworth Acoustics, a scheme for acoustically insulating the proposed residential accommodation against noise from Princess Parkway and Sale Road shall be submitted to and approved in writing by the City Council as local planning authority.

The potential for overheating shall also be assessed and the noise insulation scheme shall take this into account. The approved noise insulation and ventilation scheme shall be completed before any of the dwelling units are occupied.

b) All works which form part of the approved noise mitigation scheme shall be completed before any of the relevant dwellings are occupied and shall be retained at all times thereafter. A verification report containing evidence that the agreed measures have been implemented should be submitted to and approved in writing by the City Council prior to the dwellings being occupied.

Reason: To secure a reduction in noise from traffic or other sources in order to protect future residents from noise disturbance and to reduce the potential for overheating pursuant to policy DM1 of the Core Strategy and saved Unitary Development Plan policy DC26.

18) Within 3 months of the commencement of development hereby approved, a fully detailed scheme of highway works including technical drawings shall be submitted in writing to the Council as local planning authority, the submitted scheme shall include:

- highway and footpath layout;
- highway drainage;
- street-lighting;
- surfacing;
- traffic calming measures;
- Traffic regulation orders;
- dropped kerbs;
- tactile paving;
- details of the connections to existing adopted highway/footways at Holly Hey Drive, Moss Hey Drive and the pedestrian cycle access to the south east corner of the site; and,
- details of the control of the emergency access to Holly Hey Drive.
- Confirmation that a section 278 agreement has been entered into for the completion of highway works and any associated Traffic Regulation Orders
- Timescales for the implementation of the scheme.

The approved scheme shall be implemented and be in place within a timescale previously agreed in writing by the City Council as local planning authority.

Reason - To ensure safe access to the development site in the interest of pedestrian and highway safety pursuant to policies SP1, EN1 and DM1 of the Manchester Core Strategy (2012).

19) Prior to the first occupation of the development hereby approved a Travel Plan shall be submitted to and agreed in writing by the City Council as Local Planning Authority. In this condition a Travel Plan means a document which includes:

- i) the measures proposed to be taken to reduce dependency on the private car by residents
- ii) a commitment to surveying the travel patterns of residents during the first three months of use of the development and thereafter from time to time
- iii) mechanisms for the implementation of the measures to reduce dependency on the private car
- iv) measures for the delivery of specified travel plan services
- v) measures to monitor and review the effectiveness of the Travel Plan in achieving the objective of reducing dependency on the private car

Within six months of the first use of the development, a revised Travel Plan which takes into account the information about travel patterns gathered pursuant to item (ii) above shall be submitted to and approved in writing by the City Council as local planning authority. Any Travel Plan which has been approved by the City Council as local planning authority shall be implemented in full at all times when the development hereby approved is in use.

Reason - To assist promoting the use of sustainable forms of travel to the school, pursuant to policies SP1, T2 and DM1 of the Core Strategy and the Guide to Development in Manchester SPD (2007).

20) The landscaping scheme approved by the City Council as local planning authority shown on drawing references Planting Plan (1 of 5) Reference 3882 201 Rev A; Planting Plan (2 of 5) Reference 3882 202 Rev A; Planting Plan (3 of 5) Reference 3882 203 Rev A; Planting Plan (4 of 5) Reference 3882 204 Rev A and Planting Plan (5 of 5) Reference 3882 205 Rev A received by the City Council as local planning authority on the 5th November 2021 shall be implemented within a timescale that has been submitted to and agreed in writing by the City Council as local planning authority within 3 months of the commencement of development. If within a period of 5 years from the date of the planting of any tree or shrub, that tree or shrub or any tree or shrub planted in replacement for it, is removed, uprooted or destroyed or dies, or becomes, in the opinion of the local planning authority, seriously damaged or defective, another tree or shrub of the same species and size as that originally planted shall be planted at the same place.

Reason - To ensure that a satisfactory landscaping scheme for the development is carried out that respects the character and visual amenities of the area, in accordance with policies SP1, EN9 and DM1 of the Core Strategy.

21) Notwithstanding the approved plans, within 3 months of the commencement of development a plan indicating the positions, design, materials and type of boundary treatment to be erected at the site shall be submitted to and approved in writing by the City Council as local planning authority. The boundary treatment relevant to each dwellinghouse shall be completed in accordance with the agreed details prior to the first occupation.

Reason - To ensure that the appearance of the development is acceptable to the City Council as local planning authority in the interests of the visual amenity of the area within which the site is located in order to comply with policies SP1 and DM1 of the Core Strategy.

22) Prior to first occupation of the dwellinghouses hereby approved, a maintenance agreement and scheme for the upkeep of incidental, communal areas of landscaping as identified within the 'Management Area' on approved drawing 2131 / MC / 01 shall be submitted to and agreed in writing by the City Council as Local Planning Authority. The submitted scheme shall include for A Habitat Management Plan as set out within section 5.8.1 of the approved Ecological Survey and Assessment. The approved agreement shall remain in operation at all times whilst the development is occupied.

Reason - To safeguard visual amenity and the character of the area and in the interest of enhancing the biodiversity of the site pursuant to policies DM1 EN9, EN15 and SP1 of the Manchester Core Strategy and paragraph 174d of the NPPF

23) The approved EV WALLPOD:EV READY electric vehicle charging points the details of which were received by the City Council as local planning authority on the 30/11/2021 shall be installed and operational within each residential plot prior to the first occupation of the dwellinghouses.

Reason - In the interest of air quality pursuant to policies SP1 and EN16 of the Manchester Core Strategy (2012).

24) The development hereby approved shall not be occupied or used until the Council as local planning authority has acknowledged in writing that it has received written confirmation of a Secured by Design accreditation.

Reason - To reduce the risk of crime, pursuant to policy DM1 in the Core Strategy Development Plan Document for the City of Manchester.

25) The Development shall be carried out in accordance with the measures outlined in Energy and Sustainability Report reference Rev B 21/10/2021 hereby approved. Prior to the occupation of the development, a verification report containing evidence that the agreed measures have been implemented should be submitted to and approved in writing by the City Council.

Reason - To ensure the development achieves the carbon reduction measures divulged within the submitted application documents pursuant to policy EN6 of the Core Strategy.

26) Notwithstanding the provisions of the Town and Country Planning (General Permitted Development) (England) Order 2015 (as amended) (or any order revoking and re-enacting that Order with or without modification) no part of the development shall be used for any purpose other than the purpose(s) of Class C3(a) of the Schedule to the Town and Country Planning (Use Classes) Order 1987 (as amended) (or in any provision equivalent to that Class in any statutory instrument revoking and re-enacting that Order with or without modification).

Reason - In the interests of residential amenity, to safeguard the character of the area and to maintain the sustainability of the local community through provision of accommodation that is suitable for people living as families pursuant to policies DM1 and H11 of the Core Strategy for Manchester and the guidance contained within the National Planning Policy Framework.

27) Notwithstanding the General Permitted Development Order 2015 as amended by the Town and Country Planning (Permitted Development and Miscellaneous Amendments) (England) (Coronavirus) Regulations 2020 or any legislation amending or

replacing the same, no further development in the form of upward extensions to the building shall be undertaken other than that expressly authorised by the granting of planning permission.

Reason - In the interests of protecting residential amenity and visual amenity of the area in which the development is located pursuant to policies DM1 and SP1 of the Manchester Core Strategy.

28) Notwithstanding the provisions of the Town and Country Planning (General Permitted Development) Order 2015 (or any order revoking and re-enacting that Order with or without modification) no extensions or additional development other than those hereby approved shall be erected under Part 1, Classes A (extensions) and E (outbuildings) of the Order without the prior written express consent of the City Council as Local Planning Authority.

Reason - Alterations to the proposed development could have an adverse impact on the surface water drainage system at the site contrary to the provisions of Core Strategy policy DM1 and EN14.

Informatives

Building Regulations 2010

This permission does not grant approval under Building Regulations.

Street Naming & Numbering Requirements

Manchester City Council is responsible for allocating street naming and numbering within Manchester for new developments or property conversions. Individuals or businesses are not permitted to allocate their own property numbers, building or street names.

If your development includes the creation of new dwellings (either new build or conversion of existing buildings), creation of new commercial properties or the subdivision of existing properties you must ensure that you request new or changes to addresses through us so they can be officially allocated and registered in accordance with the Public Health Act 1925 Sections 17-19 & Greater Manchester Act 1981 Section 22.

Failure to do this may result in difficulties for the developer/occupier when requiring services such as connections to utilities, phone lines and postal services and may delay your development.

You can apply online at the following address:

http://www.manchester.gov.uk/info/100011/roads_parking_and_transport/1988/naming_and_numbering_of_houses_buildings_streets_and_roads/2

Cadent Gas Ltd own and operate the gas infrastructure within the area of your development. There may be a legal interest (easements and other rights) in the land that restrict activity in proximity to Cadent assets in private land. The applicant must ensure that the proposed works do not infringe on legal rights of access and or restrictive covenants that exist.

If buildings or structures are proposed directly above the apparatus the development may only take place following diversion of the apparatus. The applicant should apply

online to have apparatus diverted in advance of any works, by visiting cadentgas.com/diversions

Prior to carrying out works, including the construction of access points, please register on www.linesearchbeforeudig.co.uk to submit details of the planned works for review, ensuring requirements are adhered to

The applicant is advised that any requirements for licensing, hoarding / scaffolding and any associated temporary traffic management arrangements will need discussion and agreement with MCC Highways Applications and Network Resilience teams via Contact Manchester (Tel. 0161 234 5004).

For highway adoption the highway will need to be carried out under a S38 Agreement (Highways Act1980) to ensure that all elements of new highway infrastructure are constructed to acceptable and adoptable standards This includes; layout, drainage, street-lighting, surfacing, stats, traffic calming, TROs, 20mph etc

A S278 agreement is required for works to the adopted highway - a deposit is required to begin the S278 application, additional costs will be payable and are to be agreed with S278 team. A hybrid S278/S38 agreement is available.

The minimum standard S38/S278 technical approval timescale is between 4-6 months, TRO's can take 10-12 months. An independent 'Stage 2' Road Safety Audit will be required; this may necessitate design changes with all costs attributable to the Developer.

DRAFT DECISION

Date:

Notes

1. This permission refers only to that required under the Town and Country Planning Act 1990 does not include any consent or approval under any other enactment, byelaw, order or regulation.

2 If the applicant is aggrieved by the decision of the local planning authority to refuse permission or approval for the proposed development, or to grant permission or approval subject to conditions, they may appeal to the Secretary of State in accordance with Section 78(1) of the Town and Country Planning Act 1990 within six months of the date of the notice of the decision.

The Planning Inspectorate have introduced an online appeals service that can be used to make appeals online. This service is available through the gov.uk website – www.gov.uk/planning-inspectorate. The Inspectorate will publish details of your appeal on the internet. Alternatively, if you are unable to access the online appeal form, please contact the Planning Inspectorate to obtain a paper copy of the appeal form on tel: 0303 444 5000.

The Secretary of State has power to allow a longer period for the giving of a notice of appeal but they will not normally be prepared to exercise this power unless there are special circumstances that excuse the delay in giving notice of appeal.

If you intend to submit an appeal that you would like examined by inquiry then you must notify the City Council (planning@manchester.gov.uk) and the Planning Inspectorate (inquiryappeals@planninginspectorate.gov.uk) at least 10 days before submitting the appeal. Further details are on GOV.UK.

3. The statutory requirements are those set out in Section 79(6) of the Town and Country Planning Act 1990, namely Sections 70(1) and 72(1) of the Act.

4. If either the local planning authority or the Secretary of State refuses permission to develop land or grants it subject to conditions, the owner may claim that they can neither put the land to a reasonably beneficial use in its existing state nor render the land capable of a reasonably beneficial use by the carrying out of any development which has been or would be permitted.

In these circumstances, the owner may serve a purchase notice on the Council in whose area the land is situated. This notice will require the Council to purchase his interest in the land in accordance with the provisions of Part VI of the Town and Country Planning Act 1990

5. In certain circumstances, a claim may be made against the local planning authority for compensation, where permission is refused or granted subject to conditions by the Secretary of State on appeal or on a reference of the application to them. The circumstances in which such compensation is payable are set out in Section 114 of the Town and Country Planning Act 1990.

SCHEDULE 3

The Owner's General Covenants

The Owner hereby covenants with the Council as follows:

1. To notify the Council in writing within 5 (five) Working Days of Commencement of Development that development has Commenced.
2. To pay the Contributions to the Council within five (5) Working Days of Commencement of Development.

SCHEDULE 4

The Council's Covenants

The Council hereby covenants with the Owner as follows:

1. To use the Contributions for the purpose for which they were paid and not otherwise.
2. To use any Affordable Housing Contribution for the provision of Affordable Housing within the Administrative Boundaries of Manchester and for no other purpose.
3. At the written request of the Owner to provide written confirmation of the discharge of the obligations contained in this Agreement when satisfied that such obligations have been performed within twenty (20) Working Days of receipt of the request.
4. The Council shall provide written details of any expenditure incurred by the Council using the Contributions within 20 Working Days of a written request to do so from the party/person who paid those Contributions to the Council.
5. To issue the Planning Permission within two (2) Working Days of the date hereof.

SCHEDULE 5

Affordable Housing

The definitions set out here shall apply to this Agreement in addition to those set out in Clause 1.

“Affordable Housing” shall have the same meaning given to it in policy H8 of the Core Strategy and in the NPPF Annex 2 Glossary (as may be updated or replaced with an equivalent policy from time to time) that will be available to persons who cannot afford to rent or buy housing generally available on the open market;

“Affordable Housing Contribution” a sum equivalent to the cost to the Owner of providing the number, size and type of Affordable Housing Unit(s) on the Site as would be required under policy H8 of the Core Strategy such sum to be calculated for any Affordable Housing Units approved by the Council under the Affordable Housing Scheme in respect of which an Affordable Housing Contribution becomes payable in accordance with the provisions of this Agreement by multiplying each of those Affordable Housing Units by the Relevant Discount applicable to those Affordable Housing Units;

“Affordable Housing Plan” the drawing entitled Affordable Housing Plan and numbered 2131/AHP/01 Rev C attached to the Agreement at Appendix 1;

“Affordable Housing Scheme” a written scheme to be submitted to and approved in writing by the Council for the provision of Affordable Housing Units on the Site as a whole in accordance with policy H8 of the Core Strategy and detailing the number size location occupancy criteria and tenure mix of the Affordable Housing Units together with the composition of the Affordable Housing Units on the Site as a whole;

“Affordable Housing Units” a total of 45 (forty-five) Dwellings which shall be designated as Affordable Housing under the Affordable Housing Scheme submitted by the Owner and approved by the Council and in accordance with the Planning Permission and are to be constructed according to at least the quality and design standards of the Regulator;

“Affordable Rent” means subject to rent controls that require a rent of no more than 80% of the local market rent (including service charges, where applicable) and which

in any event will not exceed the LHA and **“Affordable Rented”** shall be construed accordingly;

“Chargee” shall mean any 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 (howsoever appointed) including a housing administrator or any persons or bodies deriving title through such mortgagee of part or all of the Affordable Housing Units;

“Chargee’s Duty” the tasks and duties set out in paragraph 10 of this Schedule 5;

“Homes England” means the body that funds and regulates Affordable Housing Providers and such expression shall include successors to the functions and powers of Homes England;

“Local Housing Allowance” the rates determined by the Valuation Office Agency used to calculate housing benefit for tenants renting from private landlords, such rates being based on private market rents being paid by tenants in the Broad Rental Market Area and **“LHA”** shall be construed accordingly;

“Market Housing Units” that part of the Development which is general market housing for sale on the open market and which is not Affordable Housing;

“Open Market Value” the estimated amount for which the Affordable Housing Units would be sold on the open market as Market Housing Units between a willing buyer and a willing seller in an arm’s length transaction after proper marketing wherein the parties had each acted knowledgeably, prudently and without compulsion;

“Protected Tenant” any tenant who:

- (a) has exercised the right to acquire pursuant to the Housing and Regeneration Act 2008 or any statutory provision for the time being in force (or any equivalent contractual right) in respect of a particular Affordable Housing Unit;
- (b) has exercised any statutory right to buy (or any equivalent contractual right) in respect of a particular Affordable Housing Unit;

- (c) has entered into a Shared Ownership Lease with a Registered Provider (or similar arrangement where a share of the Affordable Housing Unit is owned by the tenant and a share is owned by the Registered Provider) in respect of a particular Affordable Housing Unit and the tenant has subsequently purchased from the Registered Provider all the remaining equity so that the tenant owns the entire Affordable Housing Unit;

“Registered Provider” or “RP” means either a registered social landlord as defined in the Part 1 of the Housing Act 1996 who is registered with the Regulator pursuant to s 3 of the Housing Act 1996 and has not been removed from that register pursuant to s 4 of Housing Act 1996 or a provider of social housing as defined in s 80 of the Housing and Regeneration Act 2008 who is registered with the Affordable Housing Regulator pursuant to s111 of the Housing and Regeneration Act 2008 and has not been removed from the register;

“Regulator” means the body known as the Regulation Committee of Homes England, also known as the Regulator of Social Housing, or any successor organisation or body which regulates Registered Providers;

“Relevant Discount” the percentage of Open Market Value as to be applied to each tenure type of Affordable Housing Unit, such sums to be:

- a) 45% (forty five per cent) of Open Market Value for Affordable Housing Units let at an Affordable Rent; and
- b) 25% of Open Market Value for Affordable Housing Units disposed of under a Shared Ownership Lease;

“Rented Housing Unit” any Affordable Housing Unit to be constructed to the same overall standard in terms of quality and finish as comparable units for sale as Market Housing Units and disposed to an RP under the terms of this Agreement for letting at an Affordable Rent on assured tenancies or assured shorthold tenancies in accordance with the relevant provisions of the Housing and Regeneration Act 2008 and marketed in accordance with guidance issued by HE (or successor body) from time to time and **“Rented Housing Units”** shall be construed accordingly;

“Right to Acquire” the right of a tenant to acquire the Affordable Housing Unit of which they are a tenant provided and governed by section 180 of the Housing Act

1985 and modified by the Housing (Right to Acquire) Regulations 1997 as the same may be modified or as contained in any replacement of the same;

“Right to Buy” the right of a tenant to buy the Affordable Housing Unit of which they are a tenant provided:

- a) under the Housing Act 2005 and under the Housing and Planning Act 2016 as the same may be modified or as contained in any replacement of the same, or
- b) any equivalent contractual right,
- c) any extension of the Right to Buy to tenants of Registered Providers either through a voluntary scheme brought in by a Registered Provider or by government legislation as the same may be modified or contained in any replacement of the same;

“RP Sale Price” a price at which taking into account any subsidy available to RP can purchase the Affordable Housing Units or any of them in any Phase and manage them as Affordable Housing;

“Shared Ownership Unit” means the Affordable Housing sold and leased by a Registered Provider on Shared Ownership Terms in a Shared Ownership Lease;

“Shared Ownership Lease” a lease the terms of which provide for ownership to be shared between the occupier and a landlord under which the occupier owns part of the equity in the leasehold title and pays a rental on the balance of the equity held in the leasehold interest. Permitting Staircasing up to 100%. Such ownership by the occupier shall not be more than 75% (seventy five per cent) of the equity when measured against full Open Market Value of the relevant Affordable Housing Unit;

“Shared Ownership Terms” means the terms of a disposal contained in model Shared Ownership Leases published by Homes England from time to time whereby (i) a Registered Provider sells shares in the equity of a dwelling to an Eligible Purchaser (the initial share being between 25% and 75%) who pays rent upon the remainder and (ii) Staircasing to 100% of the equity of the dwelling is permitted;

“Staircasing” means the exercise by the owner-occupier of a Shared Ownership Unit of the right to purchase additional equity shares up to 100% of the entire interest in

the Dwelling after which the rent payable on any equity share retained by the Registered Provider shall be reduced proportionally and “Staircase” shall be construed accordingly;

“Staircasing Receipts and Other Affordable Housing Receipts” any receipts received by the Owner following disposal arising from Right to Buy, Right to Acquire (or equivalent) or arising in respect of a Shared Ownership Lease as a result of Staircasing by the tenant;

The Owner hereby covenants with the Council as follows:

1. Prior to Commencement of Development in any Phase to submit to the Council for its written approval the Affordable Housing Scheme such scheme to detail the following:
 - 1.1. 20% (twenty per cent) of the total number of Dwellings approved under the Planning Permission for the Development of the Site as a whole or when aggregated over all Phases to be Affordable Housing Units;
 - 1.2. the tenure mix of the Affordable Housing Units to be provided in that Phase provided that the Affordable Housing Units within that Phase shall comprise:
 - 1.2.1. no less than **25%** (twenty-five percent) for letting at an Affordable Rent; and
 - 1.2.2. no more than **75%** (seventy-five percent) to be disposed of under a Shared Ownership Lease;
 - 1.3. the location type and size of the Affordable Housing Units to be provided shall be in accordance with the Affordable Housing Plan unless otherwise agreed in writing by the Council;
 - 1.4. the arrangements to be put in place to ensure that the Affordable Housing Units are affordable for both initial and subsequent occupiers; and

- 1.5. the occupancy criteria to be used for determining the identity of prospective and successive occupiers of the Affordable Housing Units and the means by which such occupancy shall be enforced.
2. Not to Commence Development on any Phase until the Affordable Housing Scheme for that Phase has been submitted to and approved in writing by the Council.
3. To provide the Affordable Housing in accordance with the approved Affordable Housing Scheme.
4. Prior to Commencement of Development in any Phase to make offers to sell the freehold interest of the Affordable Housing Units in that Phase at the RP Sale Price in accordance with the approved Affordable Housing Scheme to a minimum of 2 (two) RPs, such RPs to be agreed by the prior written approval of the Council.
5. Any sale pursuant to an offer made in accordance with Paragraph 4 shall be with full title guarantee free from encumbrances or other obligations and with the benefit of full unrestricted rights of access over any access roads to be built to a standard capable of adoption by the Highway Authority from the boundary of the Affordable Housing Units to an adopted highway (and vice versa) and full unrestricted rights for all services and conducting media and drains or sewers to be laid or constructed to or adjacent to the boundary of the Affordable Housing Units to a standard capable of adoption by the respective service providers.
6. In the event of the earlier of:
 - 6.1. all RPs to whom offers in accordance with Paragraph 4 are made declining to accept the transfer of the Affordable Housing Units in accordance with the offer made to it; or
 - 6.2. Six (6) months expiring from the date of receipt of the detailed offer documentation by the RPs without a binding acceptance of the offer made by any of them within that period;

then the Owner shall pay to the Council the Affordable Housing Contribution in the following instalments:

- (a) 50% (fifty per cent) on Occupation of 30% (thirty per cent) of the Dwellings on the Site or in that Phase (as appropriate); and
 - (b) 50% (fifty per cent) on Occupation of 80% (eighty per cent) of the Dwellings on the Site or in that Phase (as appropriate);
- the Affordable Housing Contribution to be calculated in respect of Paragraph 6(a) on the date that 30% (thirty per cent) of the Dwellings on the Site or in that Phase (as appropriate) are Occupied and in respect of Paragraph 6(b) on the date that 80% (eighty per cent) of the Dwellings on the Site or in that Phase (as appropriate) are Occupied.
- 7. In the event that the Affordable Housing Contribution is paid to the Council pursuant to Paragraph 6 above, those Affordable Housing Units can be sold as Market Housing Units and will be free from the affordable housing provisions set out in this Schedule 5.
 - 8. Not to allow Occupation of more than 30% (thirty per cent) of the Market Housing Units on the Site or in that Phase (as appropriate) until the first Affordable Housing Unit on the Site or in that Phase (as appropriate) has been completed in accordance with the Planning Permission and the Affordable Housing Scheme and made ready for Occupation and written notification of such has been given to the Council or the Owner has paid the relevant amount of Affordable Housing Contribution as set out in Paragraph 6 above.
 - 9. Not to allow Occupation of more than 95% (ninety five per cent) of the Market Housing Units in Phase 1 until all Affordable Housing Units in that Phase 1 have been completed in accordance with the Planning Permission and the Affordable Housing Scheme and made ready for Occupation and written notification of such has been given to the Council or the Owner has paid the relevant amount of Affordable Housing Contribution as set out in Paragraph 6 above.
 - 10. Not to allow Occupation of more than 60% (sixty per cent) of the Market Housing Units in Phase 2 until all Affordable Housing Units in that Phase 2 have been completed in accordance with the Planning Permission and the Affordable Housing Scheme and made ready for Occupation and written notification of

such has been given to the Council or the Owner has paid the relevant amount of Affordable Housing Contribution as set out in Paragraph 6 above.

11. From the date of Practical Completion of the Affordable Housing Units they shall not be used other than for Affordable Housing save that this obligation shall not be binding on:

- 11.1. 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 their respective mortgagees and chargees; or

- 11.2. any Chargee provided that the Chargee shall have first complied with the Chargee's Duty and any person deriving title from the Chargee or any successor in title thereto and their respective mortgagees and chargees; or

- 11.3. any purchaser from a mortgagee of an individual Affordable Housing Unit pursuant to any default by the individual mortgagor and any person deriving title from that purchaser or any successor in title thereto and their respective mortgagees and chargees; or

- 11.4. any purchaser or successor in title or any mortgagee of an individual unit sold as Market Housing Unit in accordance with Paragraph 7 of this Schedule 5.

12. The Chargee shall prior to seeking to dispose of the Affordable Housing Units pursuant to any default under the terms of its mortgage or charge give not less than one month's prior notice ("Chargee's Notice") to the Council of its intention to dispose and:

- 12.1 in the event that the Council responds within one month from receipt of the Chargee's Notice ("the Council's Notice") indicating that arrangements for the transfer of the Affordable Housing Units can be made in such a way as to safeguard them as Affordable Housing and to satisfy the terms of the mortgage or charge then the Chargee shall co-operate with such arrangements and use its reasonable endeavours to secure such transfer; or

- 12.2 if the Council does not serve its response to the Chargee's Notice within the one month period referred to above at paragraph 12.1 then the Chargee shall be entitled to dispose of the Affordable Housing Units or any part thereof free from the restrictions set out in this Schedule; or
- 12.3 if the Council or any person nominated by the Council cannot within two months of receipt of the Council's Notice secure completion of such transfer (so that for the avoidance of doubt there shall be a total of only 3 months from the Chargee's Notice to completion of such transfer) then provided the Chargee shall have complied with its obligations under paragraph 12.1 the Chargee shall be entitled to dispose of the Affordable Housing Units or any part thereof free from the restrictions set out in this Schedule which shall absolutely determine.
- 12.4 provided that at all times the rights and obligations in this Paragraph 12 shall not require the Chargee to act contrary to its duties under the charge or mortgage and in particular (but without limitation) the Chargee shall not be obliged to transfer, let or otherwise dispose of the Affordable Housing Units or any part thereof for a consideration less than the full amount outstanding under the legal charge or mortgage, plus all interest, costs and expenses.
- 13 Unless required by the Homes England to do otherwise not to use any Staircasing Receipts and Other Affordable Housing Receipts other than towards the provision of Affordable Housing within the Administrative Boundaries of Manchester.

APPENDIX 1

PLAN

AFFORDABLE HOUSING PLAN



miller homes
Miller Homes Limited - North West Region
Headquarters
Woodlands Park
Aldridge Road
Widnes, Cheshire, W41 2 0NP
Telephone 0151 338 4100
Fax 0151 338 4101
www.millerhomes.co.uk

**MANCHESTER COLLEGE
NORTHENDEN
MANCHESTER**

LOCATION PLAN

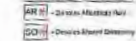
Scale: 1:500
Date: 01/03/2010
Drawn: [Name]
Checked: [Name]
MAN PER: [Name] DATE: [Date]

millert homes

PHASING SCHEDULE:



DRAWING LEGEND:



2.04 and 2.05 amended by 2.06 2/2/2010
 2.04 and 2.05 amended by 2.06 2/2/2010
 2.04 and 2.05 amended by 2.06 2/2/2010

millert homes
 Miller Homes Limited
 100 St. James Street
 Birmingham
 B2 4JD
 Telephone: 0121 233 4770
 Fax: 0121 233 4771
 www.millerthomes.co.uk

Turner Moulden College
 Alton / My Drive
 Worthington

Miller Homes Phasing Plan



Scale of 1:500
 0 10m 20m 30m

2/2/2010
 2/2/2010
 2/2/2010

**THE COMMON SEAL of THE COUNCIL OF THE
CITY OF MANCHESTER** was hereunto affixed in
pursuance of an Order of the Council of the said City:



01113335

RL Maddison

AUTHORISED SIGNATORY

The **COMMON SEAL** of **LTE GROUP**
was hereunto affixed pursuant to its
Constitution and a resolution of its
Board in the presence of:-

Authorised Signatory.....

Authorised Signatory.....

EXECUTED AS A DEED by MILLER HOMES LIMITED

acting by two Directors or one Director and the Company Secretary

DIRECTOR

Signature:

.....

Name (in block capitals)

.....

DIRECTOR / COMPANY SECRETARY

Signature:

.....

Name (in block capitals)

.....

SIGNED AS A DEED by SANTANDER UK PLC

acting by its Attorney

Attorney signature

Attorney name

in the presence of:

Witness signature:

Witness name:

Witness address:

Witness Occupation:

DATED

17th December

2021

THE COUNCIL OF THE CITY OF MANCHESTER

- and -

LTE GROUP

- and -

MILLER HOMES LIMITED

-and-

SANTANDER UK PLC

AGREEMENT

**pursuant to section 106 of the Town and
Country Planning Act 1990 (as amended)
relating to Land at Manchester College,
Arden Centre, Sale Road, Manchester**

City Solicitor
P O Box 532
Town Hall
Albert Square
Manchester
M60 2LA

THIS AGREEMENT is made the
2021

17th

day of

December

BETWEEN:

- (1) **THE COUNCIL OF THE CITY OF MANCHESTER** of Town Hall, Albert Square, Manchester, M60 2LA (the "**Council**");
- (2) **LTE GROUP** being a further education corporation established on 1 August 2008 with the name of The Manchester College under Section 16(1)(a) of the Further and Higher Education Act 1992 by virtue of The Manchester College (Incorporation) Order 2008 SI2008 No.49 and which changed its name on 1 June 2017 to LTE Group with the consent of the Secretary of State for Education whose principal office is at of Openshaw Campus, Administration Centre, Ashton Old Road, Manchester M11 2WH (the "**Owner**");
- (3) **MILLER HOMES LIMITED** (incorporated in Scotland with company number SC255429) whose registered office is at Miller House, 2 Lochside View, Edinburgh Park, Edinburgh, EH12 9DH (the "**Developer**"); and
- (4) **SANTANDER UK PLC** (incorporated in England with company number 2294747) whose registered office is at 2 Triton Square, London, NW1 3AN (the "**Mortgagee**").

BACKGROUND

- A The Council is the local planning authority for the purposes of the Act in relation to the Site and is the authority by whom the obligations hereby created are enforceable. The Development will be carried out on the Site. The Site is situated within the Administrative Boundaries of Manchester and this planning obligation is enforceable by the Council.
- B The Owner is the freehold owner of the Site registered at the Land Registry with Title Absolute under Title Number GM893106 together with but subject to all matters contained or referred to in the Title Registers thereunder.

- C The Developer has an interest in the Site pursuant to a contract to purchase dated 11th June 2021.
- D The Mortgagee has the benefit of a legal charge dated 26th February 2020 registered against Title Number GM893106.
- E The Council has the benefit of a legal charge dated 26th February 2020 registered against Title Number GM893106.
- F The Application was submitted to the Council for planning permission to carry out the Development in the manner set out in the plans, specifications and particulars forming part of the Application.
- G The Council as local planning authority is satisfied that the Development is such as may be approved by the Council under the Act and is minded to grant planning permission for the Development in accordance with the Application but having considered the Local Plan and the Regulations is desirous of the Owner entering into this Agreement without which planning permission would not be granted.
- H The application of Policy H8 of the Core Strategy to the Development means that there is a requirement to provide Affordable Housing. The Council has determined that in accordance with Policy H8 20% of the Dwellings on Site must be Affordable Housing.
- I The Owner has agreed to enter into this Agreement in support of the Application so as to create planning obligations in favour of the Council pursuant to section 106 of the Act and to be bound by and observe and perform the covenants hereinafter contained.
- J The planning purposes of this Agreement are to improve the amenity of land in the locality of the Site with benefit for the occupiers of the Development and to mitigate the adverse impacts of the Development and to provide affordable housing in accordance with Policy H8 of the Core Strategy in accordance with the development plan for the area and other material considerations. The Council is satisfied that the obligations in this Agreement are:
 - (a) necessary to make the Development acceptable in planning terms (including where appropriate, obligations necessary to mitigate the

adverse impacts of the Development in accordance with the development plan for the area and other material considerations);

- (b) directly related to the Development; and
- (c) fairly and reasonably related in scale and kind to the Development

AGREED TERMS

1. DEFINITIONS AND INTERPRETATION

- 1.1 The definitions and rules of interpretation set out in this Clause apply to this Agreement.

"Act" the Town and Country Planning Act 1990 as amended by the Planning and Compensation Act 1991 and the Planning and Compulsory Purchase Act 2004 and the Planning Act 2008;

"Administrative Boundaries of Manchester" all the wards that together comprise the city of Manchester;

"Agreement" shall mean this agreement;

"Application" the application to which the Council gave the reference 131147/FO/2021 for planning permission for the erection of 224 no. dwellings (Use Class C3) with associated access, landscaping, parking and other works following demolition of existing buildings;

"Bus Shelter Contribution" the sum of £17,395 (seventeen thousand three hundred and ninety-five pounds) Index Linked towards the provision of a bus shelter on Sale Road to enhance sustainable travel to and from the Site;

"Commencement of Development" the date upon which the Development shall begin by the carrying out of a material operation in accordance with the provisions of section 56(4) of the Act and **"Commence"**, **"Commencement"** and **"Commenced"** shall be construed accordingly. Commencement will be deemed to have taken place whether it takes place on the Site or on the land adjacent to the Site;

"Contributions" the Bus Shelter Contribution; the Open Space Contribution and the Pedestrian Crossing Contribution;

“Core Strategy” means the Manchester Core Strategy (adopted 11th July 2012) which is the key document in the Council's Local Development Framework and details the Council's vision for the development of Manchester during the period 2012 to 2027

“Development” the development undertaken on the Site pursuant to the Planning Permission as specified in the Application and the term “Developed” shall be construed accordingly;

“Dwelling” a unit of accommodation to be constructed on the Site as part of the Development pursuant to the Planning Permission and **“Dwellings”** shall be construed accordingly.

“Expert” a professional expert in town planning, who is a Chartered Member of the Royal Town Planning Institute with a minimum of ten (10) years post-qualification experience.

“Index Linked” adjusted on an annual basis or pro rata per diem from the date of this Agreement to the relevant date of payment in accordance with the Retail Price Index and “Index Linking” shall be construed accordingly.

“Interest” interest at 4% (four per cent) above the base lending rate of the Bank of England from time to time.

“Local Plan” includes the Core Strategy adopted by Manchester City Council on 11 July 2012, the extant Unitary Development Plan policies and all other relevant strategic planning documents adopted by Manchester City Council;

“Management Fee” shall mean 15% of the planning application fee which equates to £7113.45 to be used for the purpose of monitoring and reporting on the delivery of this Agreement and the Planning Obligations contained herein;

“NPPF” the National Planning Policy Framework issued in July 2021 being the framework setting out the Government's planning policies for England and how these are expected to be applied as may be amended or any replacement of the same.

"Occupation" means occupation of any part of the Development for the purposes permitted by the Planning Permission but does not include use by personnel whilst engaged in construction, fitting out or decoration of the Dwellings or occupation for marketing or display or occupation in relation to security operations and "Occupy" and "Occupied" shall be construed accordingly;

"Open Space Contribution" the sum of four hundred and ninety eight thousand pounds (£498,000.00) Index Linked to contribute towards replacement pitch provision in the vicinity of the Site;

"Pedestrian Crossing Contribution" the sum of one hundred and twenty-five thousand pounds (£125,000.00) Index Linked to contribute towards the provision of a signalised pedestrian crossing facility on Sale Road in the vicinity of the Site;

"Phase" a part of the Development to be constructed on the Site identified in the Affordable Housing Plan and "Phases" shall be construed accordingly;

"Phase 1" a part of the Development to be constructed on the Site identified in the Affordable Housing Plan and shown as "phase 1";

"Phase 2" a part of the Development to be constructed on the Site identified in the Affordable Housing Plan and shown as "phase 2";

"Plan" the plan with reference LOC 001 attached to the Agreement at Appendix 1;

"Planning Obligations" shall mean the obligations of the Owner specified in the Schedules;

"Planning Permission" the planning permission granted pursuant to the Application substantially in the form as appended at Schedule 2 and as may be amended by any non-material amendment;

"Regulations" the Community Infrastructure Levy Regulations 2010.

"Retail Price Index" twelve (12) month percentage change in the All Items Retail Price Index published by the Office for National Statistics Centre and in

the Monthly Digest of Statistics (or contained in any official publication substituted therefor) or such other index as may from time to time be published in substitution therefor.

"Site" the property described in Schedule 1 and shown for the purposes of identification only edged red on the Plan.

"Working Day" means any day except Saturday Sunday or a bank holiday and reference to "Working Days" shall be construed accordingly.

- 1.2 The Clause headings do not affect this interpretation.
- 1.3 Unless otherwise indicated, references to Clauses and Schedules are to Clauses of and Schedules to this Agreement and references in a Schedule to a Part or Paragraph are to a Part or Paragraph of that Schedule.
- 1.4 References to any statute or statutory provision include reference to:
 - 1.4.1 all Acts of Parliament and all other legislation having legal effect in the United Kingdom as directly or indirectly amended, consolidated, extended, replaced or re-enacted by any subsequent legislation; and
 - 1.4.2 any orders, regulations, instruments or other subordinate legislation made under that statute or statutory provision.
- 1.5 Except for the provisions of Clause 9 references to the Site include any part of it.
- 1.6 References to any party in this Agreement include the successors in title of that party. In addition, references to the Council include any successor local planning authority exercising planning powers under the Act and any successor local highway authority exercising powers under the Highways Act 1980.
- 1.7 "Including" means "including, without limitation".
- 1.8 Any covenant by the Owner or the Council not to do any act or thing includes a covenant not to permit or allow the doing of that act or thing.

- 1.9 If any provision is held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remainder of this Agreement is to be unaffected.
- 1.10 Words importing the singular meaning where the context so admits include the plural meaning and vice versa.
- 1.11 Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed interchangeable in that manner.

2. PLANNING OBLIGATION

This Agreement is made pursuant to section 106 of the Act, section 111 of the Local Government Act 1972, section 1 of the Localism Act 2011 and all other enabling legislation and is a planning obligation for the purposes of section 106 of the Act, with the intent that covenants hereinafter contained shall be enforceable by the Council acting under the powers contained in section 106 or such other enabling powers against the Owner.

3. CONDITION PRECEDENT

This Agreement is conditional upon the grant of the Planning Permission and Commencement of Development save for the provisions of Clauses 9, 12, 16, 18 and 19 which shall have immediate effect.

4. CONDITION SUBSEQUENT

If the Planning Permission for the Development has not been implemented by the carrying out of a material operation in accordance with the provisions of sections 56, 91 and 93 of the Act or is revoked or modified in whole or in part (other than in approval of an application by or on behalf of the Owner) or quashed or declared unlawful as a result of legal proceedings then this Agreement 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.

5. THE OWNER'S COVENANTS

The Owner on behalf of itself and any person 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 on his part contained in this Agreement including those obligations set out in Schedule 3 and Schedule 5 and hereby agrees that the Site shall be permanently subject to the obligations, restrictions and provisions specified herein, such obligations being planning obligations for the purpose of section 106 of the Act except where such obligations have been complied with they will no longer be enforceable by the Council against the Owner.

6. THE COUNCIL'S COVENANTS

The Council hereby covenants with the Owner to observe and perform the obligations on its part in this Agreement including those obligations set out in the Schedule 4.

7. DISPUTE RESOLUTION

- 7.1 In the event of any dispute arising in connection with any of the terms of this Agreement other than a dispute involving the construction or interpretation of the terms of this Agreement or the enforcement of any decision pursuant to this Clause, the same shall unless the Council and the Owner otherwise agree be referred to an Expert to be appointed by agreement between the Council and the Owner.
- 7.2 If the Council and the Owner are unable to agree on the appointment of an Expert within thirty (30) days of one party serving notice on the other calling for the appointment of an Expert, then an Expert shall be appointed on the application of either party to the President for the time being of the Royal Town Planning Institute.
- 7.3 Any reference of a dispute to an Expert shall if the parties are agreed in writing be deemed to be a reference to an expert (and not to an arbitrator) whose decision shall be final and binding (save for manifest error) but shall otherwise be deemed to be a reference to an arbitrator pursuant to the Arbitration Act 1996 and any statutory amendment variation substitution or re-enactment thereof.

- 7.4 Any party to this Agreement shall be entitled to submit to the Expert representations and cross-representations with such supporting evidence as they shall respectively consider necessary and the Expert shall have regard thereto in making his decision which shall be delivered in writing. The reference of any dispute shall include authority to determine in what manner all the costs of the referral shall be paid.

8. WAIVER

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

9. CHANGE IN OWNERSHIP & LIABILITY

- 9.1 The Owner agrees with the Council to give the Council immediate written notice of any change in ownership of any of its interest in the Site occurring before all the obligations under this Agreement 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 unless the purchase relates to the individual plot purchases of Dwellings on the Site.

- 9.2 No person shall be liable for any breach, non-performance and non-observance of the covenants, obligations and restrictions contained in this Agreement after it shall have parted with its entire interest in the Site but without prejudice to liability for any subsisting breach arising prior to parting with such interest nor shall this hinder or preclude the Council's rights as the Local Planning Authority to require that the breach, non-performance or non-observance be remedied after that person has parted with its interest in the Site.

10. COUNCIL'S CONSENT OR APPROVAL

Where in this Agreement the consent, agreement or approval of the Council is required to be given by the Council, the Council confirms that such consent, agreement or approval shall not be unreasonably withheld or delayed provided that this shall not fetter the proper discretion of the Council.

11. EXCLUSIONS

The covenants contained in this Agreement shall not be enforceable against:

- 11.1 individual purchasers or lessees (or their mortgagees) of Market Housing Units (defined in Schedule 5) on the Site constructed pursuant to the Planning Permission; or
- 11.2 any Chargee (defined in Schedule 5) of a Registered Provider or of an individual owner occupier of Affordable Housing Units and any individual owner occupier of Affordable Housing Units save for the provisions set out in Schedule 5; or
- 11.3 any statutory undertaker(s) in relation to any parts of the Site acquired by them for electricity sub-stations gas governor stations or pumping stations or against anyone whose only interest in the Site or any part of it is in the nature of the benefit of an easement or covenant nor against all those deriving title from the aforesaid;
- 11.4 and any successor in title including mortgagees or chargees of those referred to in clause 11.1 -11.3 above (save that a mortgagee or chargee of an Affordable Housing Unit shall be bound by the provisions of Schedule 5).

12. LOCAL LAND CHARGE AND LAND REGISTRY ENTRY

This Agreement is a Local Land Charge and shall be registered as such by the Council.

13. NON-PROHIBITION ON DEVELOPMENT

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

14. THE CONTRACTS ACT

Save as provided in respect of the successors in title to the Site or any successor to the relevant statutory functions of the Council this Agreement shall not be enforceable by any third party pursuant to the Contracts (Rights

of Third Parties) Act 1999 and no third party shall acquire any benefit rights or claims whatsoever pursuant thereto.

15. COMMUNICATION

- 15.1 Any notice or document to be served on or sent pursuant to this Agreement shall either be delivered personally or sent by recorded delivery service
- 15.2 to the Council and addressed to the City Solicitor at the Council's address first above written;
- 15.3 to the Owner, the Developer and the Mortgagee respectively at their registered office address.

16. FEES

- 16.1 The Developer shall pay forthwith to the Council its legal fees reasonably and properly incurred in preparation of this Agreement up to the sum of £5,000.
- 16.2 Receipt by the Council of the payment of such sum shall not create any lawyer-client type contractual relationship between the Council and the Owner nor absolve the Owner from any liability or obligation imposed upon them by the terms of this Agreement or by statute or at common law.
- 16.3 The Developer shall pay the Management Fee to the Council on the date hereof.

17. INTEREST

If any payment due under this Agreement is paid late Interest will be payable from the date payment is due to the date that payment is received.

18. JURISDICTION

This Agreement is governed by and interpreted in accordance with the law of England.

19. COMPLETION

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

20. MORTGAGEE

20.1 The Mortgagee consents to this Agreement being entered into with the intention that its interest in the Site will be bound by the terms of this Agreement as if this Agreement had been executed and registered as a local land charge before the execution of the legal charge.

20.2 Notwithstanding clause 20.1, the Mortgagee will not incur any liability for any breach of the obligations contained in this Agreement unless and until they become a mortgagee in possession of the Site or any part of it.

21. DEVELOPER

The Developer hereby consents to the Owner entering into this Agreement and acknowledges that upon their attaining a legal estate in the Site its interest in the Site will be bound by the planning obligations in this Agreement.

22. COUNTERPARTS

22.1 This Agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicated original, but all the counterparts shall together constitute the one agreement

22.2 Transmission of an executed counterpart of this Agreement by email in PDF format by a party to each of the other parties shall take effect as delivery of an executed counterpart of this Agreement.

22.3 Without prejudice to the validity of the Agreement thus made, each of the parties shall provide the Council with the original of such counterpart as soon as reasonably possible thereafter and in any event within 4 weeks of the date of this Agreement.

22.4 No counterpart shall be effective until each party to this Agreement has executed and delivered at least one counterpart and that counterpart has been delivered to each of the other parties to this Agreement and acknowledgement of receipt of those counterparts has been received by email from each of the other parties.

EXECUTED as a deed by the parties on the day and year first hereinbefore appearing.

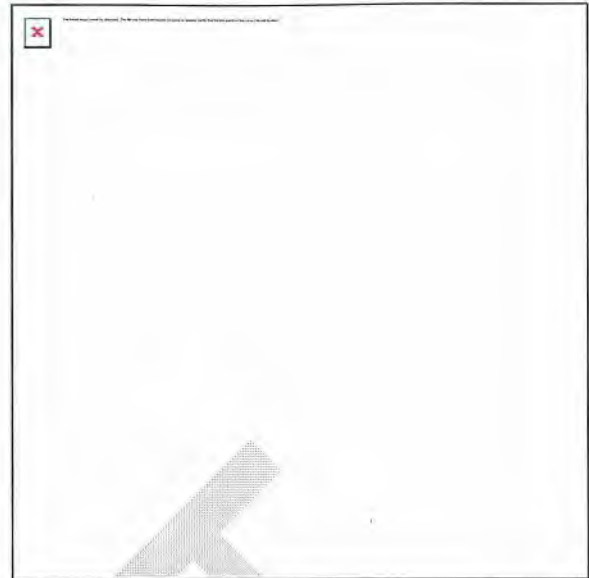
SCHEDULE 1

The Site

Land at Manchester College, Arden Centre, Sale Road, Manchester and shown for the purposes of identification only edged red on the Plan.

SCHEDULE 2

Draft Planning Permission



Town & Country Planning Act 1990 (as amended)

Planning Permission

Applicant

Miller Homes North West
103 Dalton Avenue
Birchwood Park
Warrington
WA3 6YF

Agent (if used)

Miss Kerry Walker
Pegasus Group
Queens House
Queen Street
Manchester
M2 5HT

Part 1 – Particulars of the application/development

Proposal: Erection of 224 no. dwellings (Use Class C3) with associated access, landscaping, parking and other works following demolition of existing buildings

Location: Manchester College Arden Centre , Sale Road, Manchester, M23 0DD

Date of application: 21 July 2021

Application number: 131147/FO/2021

Part 2 – Particulars of decision

Manchester City Council gives notice that the development referred to in Part 1 has been **Minded to Approve** in accordance with the application and plans submitted subject to the condition(s) listed below (if any).

Article 35 Declaration

The application has been considered in a positive and proactive manner as required by The Town and Country Planning (Development Management Procedure) (England) Order 2015 and any problems and/or issues arising in relation to dealing with the application have been communicated to the applicant.

Condition(s) attached to this decision

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

Reason - Required to be imposed pursuant to Section 91 of the Town and Country Planning Act 1990.

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

Indicative Streetscenes A-C: Reference: 20052 (PL) 300 D; Indicative Streetscenes D - E: Reference: 20052 (PL) 301 D as received by the City Council as local planning authority on the 03/11/2021

Landscape Masterplan: Reference: 3882 101 E; Landscape Layout (1 of 2): Reference: 3882 102 E ; Landscape Layout (2 of 2): Reference: 3882 103 E; Wilson Housetype: Reference: 20052 (PL) 100 F; Burnett Housetype: Reference: 20052 (PL) 101 F; Dalton Housetype: Reference: 20052 (PL) 102 D; Burgess Housetype: Reference: 20052 (PL) 103 E; McKellen Housetype: Reference: 20052 (PL) 104 E; Joule Housetype: Reference: 20052 (PL) 105 E ; Winterson Housetype: Reference: 20052 (PL) 106 D ; Lowry Housetype: Reference: 20052 (PL) 107 D; Turing Housetype: Reference: 20052 (PL) 108 D; Gaskell Housetype: Reference: 20052 (PL) 109 D; Pankhurst Housetype: Reference: 20052 (PL) 110 E; Winterson Detail Sheet; Burnett Detail Sheet; Boundary Treatment Plan: Reference: 2131 / BT / 01 Rev C

All received by the City Council as local planning authority on the 01/11/2021

Proposed Overall Site Layout (Colour): Reference: 2131 / SL /01 Rev I as received by the City Council as local planning authority on the 28/10/2021

Build Route, Compound Location and Phasing Plan Reference: 2131/ROB/01 Rev B; Proposed Overall Site Layout: Reference: 2131/SL/01 Rev I; Management Plan: Reference: 2131/MC/01 Rev A; Surface Materials Layout: Reference: 2131/SML/01 Rev C; Waste Management Plan: Reference: 2131/WMP/01 Rev A; Adoptable Drainage Layout 40-01 Rev P1; All as received by the City Council as local planning authority on the 25/10/2021

Flood Risk Assessment (October 2021): Reference: 882187 -R1 (02)-FRA - as received by the City Council as local planning authority on the 27/10/2021

Drainage Technical Note prepared by RSK Ref: 882187 LLFA L02 dated 21st October 2021, Adoptable Drainage Layout: Reference: 882187 40-01 P1 both as received by the City Council as local planning authority on the 25/10/2021

Design and Access Statement Addendum (October 2021): Reference: 20052 PL 500 Rev H as received by the City Council as local planning authority on the 05/11/2021

Construction Environmental Management and Demolition Plan: Miller Homes Rev: A as received by the City Council as local planning authority on the 28/10/2021

Transport Assessment (October 2021): Reference: 3225TA.04 as received by the City Council as local planning authority on the 25/10/2021

Energy and Sustainability Statement: Rev B 21/10/2021 as received by the City Council as local planning authority on the 22/10/2021

Revised Playing Field Mitigation Report: Reference 3-023-2021 Final Version 20.10.2021 as received by the City Council as local planning authority on the 20/10/2021.

Ground Investigation Report for Northenden College, Northenden Jan 2021
REPORT NO: 20MIL039/GI prepared by Betts Geo; Phase 1 Environmental Report TMC Northenden Campus, Wythenshawe, REC REFERENCE: 108393P1R0 October 2019; Phase II Geoenvironmental Site Assessment Northenden College Reference:13-969-R1-1 Date: July 2020 and accompanying information prepared by e3p; Ecological Survey and Assessment May 2021 prepared by ERAP ref: 2020-272; Dusk Emergence Survey for Bat Activity June 2021 prepared by ERAP ref: 2020-272b; Demolition plan reference DMP/01; Crime Impact Statement Version A ref 2009/0462/CIS/01; Broadband Statement Revision V0; Air Quality Assessment April 2021 prepared by Wardell Armstrong ; Wythenshawe Park Earthworks and drainage STRI report dated 16th May 2021; All as received by the City Council as local planning authority on the 21st July 2021

Planting Plan (1 of 5) Reference 3882 201 Rev A; Planting Plan (2 of 5) Reference 3882 202 Rev A; Planting Plan (3 of 5) Reference 3882 203 Rev A; Planting Plan (4 of 5) Reference 3882 204 Rev A and Planting Plan (5 of 5) Reference 3882 205 Rev A received by the City Council as local planning authority on the 5th November 2021

Arboricultural Impact Assessment: Reference: P.846.17 Rev C as received by the City Council as local planning authority on the 09/11/2021

Noise Assessment June 2021 Report No P20-540-R02v1 November 2021 prepared by Hepworth Acoustics as received by the City Council as local planning authority on the 10th November 2021

Bat and Bird Box Plan: Reference: ERAP Ltd. 2020-272 V4 (CH) as received by the City Council as local planning authority on the 16th November 2021

Rolec EV WALLPOD:EV READY information sheet as received by the City Council as local planning authority on the 30/11/2021

Materials Layout reference 2131 / ML / 01 Rev A as received by the City Council as local planning authority on the 01/12/2021

Reason - To ensure that the development is carried out in accordance with the approved plans. Pursuant to policies SP1 and DM1 of the Core Strategy.

3) a) Prior to the commencement of the development, details of a Local Benefit Proposal, in order to demonstrate commitment to recruit local labour for the duration of the construction of the development, shall be submitted for approval in writing by the City Council, as Local Planning Authority. The approved document shall be implemented as part of the construction of the development. In this condition a Local Benefit Proposal means a document which includes:

- i) the measures proposed to recruit local people including apprenticeships
- ii) mechanisms for the implementation and delivery of the Local Benefit Proposal
- iii) measures to monitor and review the effectiveness of the Local Benefit Proposal in achieving the objective of recruiting and supporting local labour objectives

(b) Within one month prior to construction work being completed, a detailed report which takes into account the information and outcomes about local labour recruitment pursuant to items (i) and (ii) above shall be submitted for approval in writing by the City Council as Local Planning Authority.

Reason - The applicant has demonstrated a commitment to recruiting local labour pursuant to policies SP1, EC1 and DM1 of the Manchester Core Strategy.

4) a) Post demolition and/or prior to development commencing, additional site investigation should be undertaken and a report prepared outlining what measures, if any, are required to remediate the land (the Site Investigation Report and/or Remediation Strategy) which shall be submitted to and approved in writing by the City Council as local planning authority.

b) When the development within each phase commences, the development shall be carried out in accordance with the previously agreed Remediation Strategy and a Completion/Verification Report shall be submitted to and approved in writing by the City Council as local planning authority.

In the event that ground contamination, groundwater contamination and/or ground gas, not previously identified, are found to be present on the site at any time before the development in each phase is occupied, then development shall cease and/or the development shall not be occupied until, a report outlining what measures, if any, are required to remediate the land (the Revised Remediation Strategy) is submitted to and approved in writing by the City Council as local planning authority and the development shall be carried out in accordance with the Revised Remediation Strategy, which shall take precedence over any Remediation Strategy or earlier Revised Remediation Strategy.

Reason - To ensure that the presence of or the potential for any contaminated land and/or groundwater is detected and appropriate remedial action is taken in the interests of public safety, pursuant to policies EN17 and EN18 of the Core Strategy.

5) Prior to the commencement of development including any site setting up works a highway dilapidation survey including photographs and commentary on the condition of carriageway/footways on construction vehicle routes surrounding the site shall be submitted to and approved in writing by the City Council as local planning authority. The construction of the development shall be carried out in accordance with the approved details and within one month of the completion of the development a further survey of the condition of previous carriageway/footways on construction vehicle routes surrounding the site together with measures to remedy any defects arising from the construction of the development and timescales for the implementation shall be submitted to and approved in writing by the City Council as local planning authority.

Reason - In the interests of highway safety pursuant to policy DM1 of the Manchester Core Strategy.

6) Prior to the commencement of development of the brownfield areas in Phases 1 and 2 (Plots 1-89 & 126-145 & 219-224), as shown on approved Drawing Reference: 40-01-P1, a surface water drainage scheme shall be submitted to and approved in writing by the Local Planning Authority.

This shall include:

- Adherence to the Drainage Hierarchy which shall include evidence of an assessment of ground conditions and the potential for infiltration of surface water;
- 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) which shall be at least 50% betterment of existing brownfield runoff rate.
- The drainage of foul and surface water on separate systems.
- Assessment of overland flow routes for extreme events that is diverted away from buildings (including basements). Overland flow routes need to be designed to convey the flood water in a safe manner in the event of a blockage or exceedance of the proposed drainage system capacity including inlet structures. A layout with overland flow routes needs to be presented with appreciation of these overland flow routes with regards to the properties on site and adjacent properties off site.
- If necessitated by design iteration, hydraulic calculation of the proposed drainage system, which shall include evidence that the drainage system has been designed (unless an area is designated to hold and/or convey water as part of the design) so that flooding does not occur during a 1 in 100 year rainfall event with allowance for 40% climate change in any part of a building.
- A timetable for its implementation.

The development shall be carried out in accordance with the agreed details.

Reason: To promote sustainable development, secure proper drainage and to manage the risk of flooding and pollution pursuant to national policies within the NPPF and NPPG and local policies EN08 and EN14.

7) The greenfield areas of Phase 1 of the development (plots 90-125 & 146-218), as shown on approved Drawing Reference: 40-01 P1, shall be carried out in accordance with the parameters and drainage strategy set out in Drainage Technical Note 882187 LLFA L02 and the Flood Risk Assessment 882187-R1(02)-FRA hereby approved. Prior to the commencement of any above ground works for the greenfield areas of Phase 1 (plots 90-125 & 146-218), full details and locations of the soakaway plots shall be submitted to and approved in writing by the Local Planning Authority. This shall include:

- Detailed design drainage layout.
- Hydraulic calculation of the soakaways, which shall conform to the non-technical standards for SuDS, include evidence that the drainage system has been designed (unless an area is designated to hold and/or convey water as part of the design) so that flooding does not occur during a 1 in 100 year rainfall event with allowance for 40% climate change in any part of a building.
- Where flooding is predicted by hydraulic calculation during a 1 in 100 year rainfall event with allowance for 40% climate change, evidence of how the volume will be managed onsite.
- Assessment of overland flow routes for extreme events that is diverted away from buildings (including basements). Overland flow routes need to be designed to convey the flood water in a safe manner in the event of a blockage or exceedance of the proposed drainage system capacity including inlet structures. A layout with overland flow routes needs to be presented with appreciation of these overland flow routes with regards to the properties on site and adjacent properties off site.

The approved scheme shall be implemented prior to the first occupation of any greenfield areas in Phase 1 (plots 90-125 & 146-218).

Reason: To promote sustainable development, secure proper drainage and to manage the risk of flooding and pollution. This condition is imposed in light of national policies within the NPPF and NPPG and local policies EN08 and EN14.

8) The development hereby permitted shall not be occupied until details of the implementation, maintenance and management of the installed sustainable drainage scheme have been submitted to and approved by the local planning authority. The scheme shall be implemented and thereafter managed and maintained in accordance with the approved details. Those details shall include:

- Verification report providing photographic evidence of construction as per design drawings;

- As built construction drawings if different from design construction drawings;

- Management and maintenance plan for the lifetime of the development which shall include the arrangements for adoption by any public body or statutory undertaker, or any other

arrangements to secure the operation of the sustainable drainage scheme throughout its lifetime.

- Where plot soakaways are proposed, details of adequate measures to ensure soakaways will be protected from future development shall be presented.

Reason: To manage flooding and pollution and to ensure that a managing body is in place for the sustainable drainage system and there is funding and maintenance mechanism for the lifetime of the development.

9) The development hereby approved shall be carried out in accordance with the agreed Construction Environmental Management and Demolition Plan: Miller Homes Rev: A as received by the City Council as local planning authority on the 28/10/2021

Reason - In the interests of residential amenity, highway safety pursuant to policy DM1 of the Core Strategy and saved Unitary Development Plan policy DC26.

10) If demolition of buildings on site has not occurred by May 2022 a further bat survey of the buildings to be demolished shall be undertaken prior to demolition works taking place. Should the survey reveal the presence of any protected species, a scheme for the protection of their habitat shall be submitted to and agreed in writing by the City Council as local planning authority before the demolition takes place, and implemented in full in accordance with the approved details and to a timetable agreed in writing by the local planning authority.

Reason - To ensure the protection of habitat of species that are protected under the Wildlife and Countryside Act 1981 or as subsequently amended in order to comply with policy EN15 of the Core Strategy.

11) If no development has commenced by Spring 2023 further survey work for presence of badger on site shall be undertaken. Should the survey reveal the presence of any badgers, a scheme for the protection of their habitat shall be submitted to and agreed in writing by the City Council as local planning authority before the demolition takes place, and implemented in full in accordance with the approved details and to a timetable agreed in writing by the local planning authority.

Reason - To ensure the protection of habitat of species that are protected under the Wildlife and Countryside Act 1981 or as subsequently amended in order to comply with policy EN15 of the Core Strategy.

12) No works to trees or shrubs shall occur between the 1st March and 31st August in any year unless a detailed bird nest survey by a suitably experienced ecologist has been carried out immediately prior to clearance and written confirmation provided that

no active bird nests are present which has been agreed in writing by the local planning authority.

Reason - To ensure the protection of habitat of species that are protected under the Wildlife and Countryside Act 1981 or as subsequently amended and to comply with policy EN15 of the Core Strategy.

13) The treatment of invasive species shall be carried out in accordance with the guidance contained in section 5.5.1 of the Ecological Survey and Assessment report.

Reason - To prevent the spread of an invasive species listed within the Wildlife and Countryside Act 1981.

14) The development shall be carried out in accordance with details for the provision of bat and bird boxes as set out within drawing reference: Bat and Bird Box Plan: Reference: ERAP Ltd. 2020-272 V4 (CH) as received by the City Council as local planning authority on the 16th November 2021.

Reason - In order to secure biodiversity enhancements of the site pursuant to policy EN9 and EN15 of the Core Strategy and paragraph 174d of the NPPF.

15) In this condition "retained tree" means an existing tree, shrub or hedge which is to be as shown as retained on the approved plans and particulars; and paragraphs (a) and (b) below shall have effect until the expiration of 5 years from the date of the occupation of the building for its permitted use.

(a) No retained tree shall be cut down, uprooted or destroyed, nor shall any retained tree be topped or lopped other than in accordance with the approved plans and particulars, without the written approval of the local planning authority. Any topping or lopping approved shall be carried out in accordance with British Standard 5387 (Trees in relation to construction)

(b) If any retained tree is removed, uprooted or destroyed or dies, another tree shall be planted at the same place and that tree shall be of such size and species, and shall be planted at such time, as may be specified in writing by the local planning authority.

(c) The erection of fencing for the protection of any retained tree shall be undertaken in accordance with the approved plans and particulars before any equipment, machinery or materials are brought on to the site for the purposes of the development, and shall be maintained until all equipment, machinery and surplus materials have been removed from the site. Nothing shall be stored or placed in any area fenced in accordance with this condition and the ground levels within those areas shall not be altered, nor shall any excavation be made, without the written consent of the local planning authority.

Reason - In order avoid damage to trees/shrubs adjacent to and within the site which are of important amenity value to the area and in order to protect the character of the area, in accordance with policies EN9 and EN15 of the Core Strategy.

16) Notwithstanding the approved details, prior to the commencement of above ground works samples and specifications of the bricks to be used on the external elevations shall be submitted to and approved in writing by the City Council as local planning authority. Thereafter the development shall be carried out in accordance with those details.

Reason - To ensure that the appearance of the development is acceptable to the City Council as local planning authority in the interests of the visual amenity of the area within which the site is located, as specified in policies SP1 and DM1 of the Core Strategy.

17) a) Prior to the commencement of above ground works to those residential units identified within Figure 7 of the approved Noise Assessment report prepared by Hepworth Acoustics, a scheme for acoustically insulating the proposed residential accommodation against noise from Princess Parkway and Sale Road shall be submitted to and approved in writing by the City Council as local planning authority.

The potential for overheating shall also be assessed and the noise insulation scheme shall take this into account. The approved noise insulation and ventilation scheme shall be completed before any of the dwelling units are occupied.

b) All works which form part of the approved noise mitigation scheme shall be completed before any of the relevant dwellings are occupied and shall be retained at all times thereafter. A verification report containing evidence that the agreed measures have been implemented should be submitted to and approved in writing by the City Council prior to the dwellings being occupied.

Reason: To secure a reduction in noise from traffic or other sources in order to protect future residents from noise disturbance and to reduce the potential for overheating pursuant to policy DM1 of the Core Strategy and saved Unitary Development Plan policy DC26.

18) Within 3 months of the commencement of development hereby approved, a fully detailed scheme of highway works including technical drawings shall be submitted in writing to the Council as local planning authority, the submitted scheme shall include:

- highway and footpath layout;
- highway drainage;
- street-lighting;
- surfacing;
- traffic calming measures;
- Traffic regulation orders;
- dropped kerbs;
- tactile paving;
- details of the connections to existing adopted highway/footways at Holly Hey Drive, Moss Hey Drive and the pedestrian cycle access to the south east corner of the site; and,
- details of the control of the emergency access to Holly Hey Drive.
- Confirmation that a section 278 agreement has been entered into for the completion of highway works and any associated Traffic Regulation Orders
- Timescales for the implementation of the scheme.

The approved scheme shall be implemented and be in place within a timescale previously agreed in writing by the City Council as local planning authority.

Reason - To ensure safe access to the development site in the interest of pedestrian and highway safety pursuant to policies SP1, EN1 and DM1 of the Manchester Core Strategy (2012).

19) Prior to the first occupation of the development hereby approved a Travel Plan shall be submitted to and agreed in writing by the City Council as Local Planning Authority. In this condition a Travel Plan means a document which includes:

- i) the measures proposed to be taken to reduce dependency on the private car by residents
- ii) a commitment to surveying the travel patterns of residents during the first three months of use of the development and thereafter from time to time
- iii) mechanisms for the implementation of the measures to reduce dependency on the private car
- iv) measures for the delivery of specified travel plan services
- v) measures to monitor and review the effectiveness of the Travel Plan in achieving the objective of reducing dependency on the private car

Within six months of the first use of the development, a revised Travel Plan which takes into account the information about travel patterns gathered pursuant to item (ii) above shall be submitted to and approved in writing by the City Council as local planning authority. Any Travel Plan which has been approved by the City Council as local planning authority shall be implemented in full at all times when the development hereby approved is in use.

Reason - To assist promoting the use of sustainable forms of travel to the school, pursuant to policies SP1, T2 and DM1 of the Core Strategy and the Guide to Development in Manchester SPD (2007).

20) The landscaping scheme approved by the City Council as local planning authority shown on drawing references Planting Plan (1 of 5) Reference 3882 201 Rev A; Planting Plan (2 of 5) Reference 3882 202 Rev A; Planting Plan (3 of 5) Reference 3882 203 Rev A; Planting Plan (4 of 5) Reference 3882 204 Rev A and Planting Plan (5 of 5) Reference 3882 205 Rev A received by the City Council as local planning authority on the 5th November 2021 shall be implemented within a timescale that has been submitted to and agreed in writing by the City Council as local planning authority within 3 months of the commencement of development. If within a period of 5 years from the date of the planting of any tree or shrub, that tree or shrub or any tree or shrub planted in replacement for it, is removed, uprooted or destroyed or dies, or becomes, in the opinion of the local planning authority, seriously damaged or defective, another tree or shrub of the same species and size as that originally planted shall be planted at the same place.

Reason - To ensure that a satisfactory landscaping scheme for the development is carried out that respects the character and visual amenities of the area, in accordance with policies SP1, EN9 and DM1 of the Core Strategy.

21) Notwithstanding the approved plans, within 3 months of the commencement of development a plan indicating the positions, design, materials and type of boundary treatment to be erected at the site shall be submitted to and approved in writing by the City Council as local planning authority. The boundary treatment relevant to each dwellinghouse shall be completed in accordance with the agreed details prior to the first occupation.

Reason - To ensure that the appearance of the development is acceptable to the City Council as local planning authority in the interests of the visual amenity of the area within which the site is located in order to comply with policies SP1 and DM1 of the Core Strategy.

22) Prior to first occupation of the dwellinghouses hereby approved, a maintenance agreement and scheme for the upkeep of incidental, communal areas of landscaping as identified within the 'Management Area' on approved drawing 2131 / MC / 01 shall be submitted to and agreed in writing by the City Council as Local Planning Authority. The submitted scheme shall include for A Habitat Management Plan as set out within section 5.8.1 of the approved Ecological Survey and Assessment. The approved agreement shall remain in operation at all times whilst the development is occupied.

Reason - To safeguard visual amenity and the character of the area and in the interest of enhancing the biodiversity of the site pursuant to policies DM1 EN9, EN15 and SP1 of the Manchester Core Strategy and paragraph 174d of the NPPF

23) The approved EV WALLPOD:EV READY electric vehicle charging points the details of which were received by the City Council as local planning authority on the 30/11/2021 shall be installed and operational within each residential plot prior to the first occupation of the dwellinghouses.

Reason - In the interest of air quality pursuant to policies SP1 and EN16 of the Manchester Core Strategy (2012).

24) The development hereby approved shall not be occupied or used until the Council as local planning authority has acknowledged in writing that it has received written confirmation of a Secured by Design accreditation.

Reason - To reduce the risk of crime, pursuant to policy DM1 in the Core Strategy Development Plan Document for the City of Manchester.

25) The Development shall be carried out in accordance with the measures outlined in Energy and Sustainability Report reference Rev B 21/10/2021 hereby approved. Prior to the occupation of the development, a verification report containing evidence that the agreed measures have been implemented should be submitted to and approved in writing by the City Council.

Reason - To ensure the development achieves the carbon reduction measures divulged within the submitted application documents pursuant to policy EN6 of the Core Strategy.

26) Notwithstanding the provisions of the Town and Country Planning (General Permitted Development) (England) Order 2015 (as amended) (or any order revoking and re-enacting that Order with or without modification) no part of the development shall be used for any purpose other than the purpose(s) of Class C3(a) of the Schedule to the Town and Country Planning (Use Classes) Order 1987 (as amended) (or in any provision equivalent to that Class in any statutory instrument revoking and re-enacting that Order with or without modification).

Reason - In the interests of residential amenity, to safeguard the character of the area and to maintain the sustainability of the local community through provision of accommodation that is suitable for people living as families pursuant to policies DM1 and H11 of the Core Strategy for Manchester and the guidance contained within the National Planning Policy Framework.

27) Notwithstanding the General Permitted Development Order 2015 as amended by the Town and Country Planning (Permitted Development and Miscellaneous Amendments) (England) (Coronavirus) Regulations 2020 or any legislation amending or

replacing the same, no further development in the form of upward extensions to the building shall be undertaken other than that expressly authorised by the granting of planning permission.

Reason - In the interests of protecting residential amenity and visual amenity of the area in which the development is located pursuant to policies DM1 and SP1 of the Manchester Core Strategy.

28) Notwithstanding the provisions of the Town and Country Planning (General Permitted Development) Order 2015 (or any order revoking and re-enacting that Order with or without modification) no extensions or additional development other than those hereby approved shall be erected under Part 1, Classes A (extensions) and E (outbuildings) of the Order without the prior written express consent of the City Council as Local Planning Authority.

Reason - Alterations to the proposed development could have an adverse impact on the surface water drainage system at the site contrary to the provisions of Core Strategy policy DM1 and EN14.

Informatives

Building Regulations 2010

This permission does not grant approval under Building Regulations.

Street Naming & Numbering Requirements

Manchester City Council is responsible for allocating street naming and numbering within Manchester for new developments or property conversions. Individuals or businesses are not permitted to allocate their own property numbers, building or street names.

If your development includes the creation of new dwellings (either new build or conversion of existing buildings), creation of new commercial properties or the subdivision of existing properties you must ensure that you request new or changes to addresses through us so they can be officially allocated and registered in accordance with the Public Health Act 1925 Sections 17-19 & Greater Manchester Act 1981 Section 22.

Failure to do this may result in difficulties for the developer/occupier when requiring services such as connections to utilities, phone lines and postal services and may delay your development.

You can apply online at the following address:

http://www.manchester.gov.uk/info/100011/roads_parking_and_transport/1988/naming_and_numbering_of_houses_buildings_streets_and_roads/2

Cadent Gas Ltd own and operate the gas infrastructure within the area of your development. There may be a legal interest (easements and other rights) in the land that restrict activity in proximity to Cadent assets in private land. The applicant must ensure that the proposed works do not infringe on legal rights of access and or restrictive covenants that exist.

If buildings or structures are proposed directly above the apparatus the development may only take place following diversion of the apparatus. The applicant should apply

online to have apparatus diverted in advance of any works, by visiting cadentgas.com/diversions

Prior to carrying out works, including the construction of access points, please register on www.lineearchbeforeudig.co.uk to submit details of the planned works for review, ensuring requirements are adhered to

The applicant is advised that any requirements for licensing, hoarding / scaffolding and any associated temporary traffic management arrangements will need discussion and agreement with MCC Highways Applications and Network Resilience teams via Contact Manchester (Tel. 0161 234 5004).

For highway adoption the highway will need to be carried out under a S38 Agreement (Highways Act 1980) to ensure that all elements of new highway infrastructure are constructed to acceptable and adoptable standards. This includes; layout, drainage, street-lighting, surfacing, signs, traffic calming, TROs, 20mph etc

A S278 agreement is required for works to the adopted highway - a deposit is required to begin the S278 application, additional costs will be payable and are to be agreed with S278 team. A hybrid S278/S38 agreement is available.

The minimum standard S38/S278 technical approval timescale is between 4-6 months, TRO's can take 10-12 months. An independent 'Stage 2' Road Safety Audit will be required; this may necessitate design changes with all costs attributable to the Developer.

DRAFT DECISION

Date:

Notes

1. This permission refers only to that required under the Town and Country Planning Act 1990 does not include any consent or approval under any other enactment, byelaw, order or regulation.

2 If the applicant is aggrieved by the decision of the local planning authority to refuse permission or approval for the proposed development, or to grant permission or approval subject to conditions, they may appeal to the Secretary of State in accordance with Section 78(1) of the Town and Country Planning Act 1990 within six months of the date of the notice of the decision.

The Planning Inspectorate have introduced an online appeals service that can be used to make appeals online. This service is available through the gov.uk website – www.gov.uk/planning-inspectorate. The Inspectorate will publish details of your appeal on the internet. Alternatively, if you are unable to access the online appeal form, please contact the Planning Inspectorate to obtain a paper copy of the appeal form on tel: 0303 444 5000.

The Secretary of State has power to allow a longer period for the giving of a notice of appeal but they will not normally be prepared to exercise this power unless there are special circumstances that excuse the delay in giving notice of appeal.

If you intend to submit an appeal that you would like examined by inquiry then you must notify the City Council (planning@manchester.gov.uk) and the Planning Inspectorate (inquiryappeals@planninginspectorate.gov.uk) at least 10 days before submitting the appeal. Further details are on GOV.UK.

3. The statutory requirements are those set out in Section 79(6) of the Town and Country Planning Act 1990, namely Sections 70(1) and 72(1) of the Act.

4. If either the local planning authority or the Secretary of State refuses permission to develop land or grants it subject to conditions, the owner may claim that they can neither put the land to a reasonably beneficial use in its existing state nor render the land capable of a reasonably beneficial use by the carrying out of any development which has been or would be permitted.

In these circumstances, the owner may serve a purchase notice on the Council in whose area the land is situated. This notice will require the Council to purchase his interest in the land in accordance with the provisions of Part VI of the Town and Country Planning Act 1990

5. In certain circumstances, a claim may be made against the local planning authority for compensation, where permission is refused or granted subject to conditions by the Secretary of State on appeal or on a reference of the application to them. The circumstances in which such compensation is payable are set out in Section 114 of the Town and Country Planning Act 1990.

SCHEDULE 3

The Owner's General Covenants

The Owner hereby covenants with the Council as follows:

1. To notify the Council in writing within 5 (five) Working Days of Commencement of Development that development has Commenced.
2. To pay the Contributions to the Council within five (5) Working Days of Commencement of Development.

SCHEDULE 4

The Council's Covenants

The Council hereby covenants with the Owner as follows:

- 1 To use the Contributions for the purpose for which they were paid and not otherwise.
2. To use any Affordable Housing Contribution for the provision of Affordable Housing within the Administrative Boundaries of Manchester and for no other purpose.
3. At the written request of the Owner to provide written confirmation of the discharge of the obligations contained in this Agreement when satisfied that such obligations have been performed within twenty (20) Working Days of receipt of the request.
4. The Council shall provide written details of any expenditure incurred by the Council using the Contributions within 20 Working Days of a written request to do so from the party/person who paid those Contributions to the Council.
5. To issue the Planning Permission within two (2) Working Days of the date hereof.

SCHEDULE 5

Affordable Housing

The definitions set out here shall apply to this Agreement in addition to those set out in Clause 1.

"Affordable Housing" shall have the same meaning given to it in policy H8 of the Core Strategy and in the NPPF Annex 2 Glossary (as may be updated or replaced with an equivalent policy from time to time) that will be available to persons who cannot afford to rent or buy housing generally available on the open market;

"Affordable Housing Contribution" a sum equivalent to the cost to the Owner of providing the number, size and type of Affordable Housing Unit(s) on the Site as would be required under policy H8 of the Core Strategy such sum to be calculated for any Affordable Housing Units approved by the Council under the Affordable Housing Scheme in respect of which an Affordable Housing Contribution becomes payable in accordance with the provisions of this Agreement by multiplying each of those Affordable Housing Units by the Relevant Discount applicable to those Affordable Housing Units;

"Affordable Housing Plan" the drawing entitled Affordable Housing Plan and numbered 2131/AHP/01 Rev C attached to the Agreement at Appendix 1;

"Affordable Housing Scheme" a written scheme to be submitted to and approved in writing by the Council for the provision of Affordable Housing Units on the Site as a whole in accordance with policy H8 of the Core Strategy and detailing the number size location occupancy criteria and tenure mix of the Affordable Housing Units together with the composition of the Affordable Housing Units on the Site as a whole;

"Affordable Housing Units" a total of 45 (forty-five) Dwellings which shall be designated as Affordable Housing under the Affordable Housing Scheme submitted by the Owner and approved by the Council and in accordance with the Planning Permission and are to be constructed according to at least the quality and design standards of the Regulator;

"Affordable Rent" means subject to rent controls that require a rent of no more than 80% of the local market rent (including service charges, where applicable) and which

in any event will not exceed the LHA and "**Affordable Rented**" shall be construed accordingly;

"**Chargee**" shall mean any 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 (howsoever appointed) including a housing administrator or any persons or bodies deriving title through such mortgagee of part or all of the Affordable Housing Units;

"**Chargee's Duty**" the tasks and duties set out in paragraph 10 of this Schedule 5;

"**Homes England**" means the body that funds and regulates Affordable Housing Providers and such expression shall include successors to the functions and powers of Homes England;

"**Local Housing Allowance**" the rates determined by the Valuation Office Agency used to calculate housing benefit for tenants renting from private landlords, such rates being based on private market rents being paid by tenants in the Broad Rental Market Area and "**LHA**" shall be construed accordingly;

"**Market Housing Units**" that part of the Development which is general market housing for sale on the open market and which is not Affordable Housing;

"**Open Market Value**" the estimated amount for which the Affordable Housing Units would be sold on the open market as Market Housing Units between a willing buyer and a willing seller in an arm's length transaction after proper marketing wherein the parties had each acted knowledgeably, prudently and without compulsion;

"**Protected Tenant**" any tenant who:

- (a) has exercised the right to acquire pursuant to the Housing and Regeneration Act 2008 or any statutory provision for the time being in force (or any equivalent contractual right) in respect of a particular Affordable Housing Unit;
- (b) has exercised any statutory right to buy (or any equivalent contractual right) in respect of a particular Affordable Housing Unit;

- (c) has entered into a Shared Ownership Lease with a Registered Provider (or similar arrangement where a share of the Affordable Housing Unit is owned by the tenant and a share is owned by the Registered Provider) in respect of a particular Affordable Housing Unit and the tenant has subsequently purchased from the Registered Provider all the remaining equity so that the tenant owns the entire Affordable Housing Unit;

“Registered Provider” or “RP” means either a registered social landlord as defined in the Part 1 of the Housing Act 1996 who is registered with the Regulator pursuant to s 3 of the Housing Act 1996 and has not been removed from that register pursuant to s 4 of Housing Act 1996 or a provider of social housing as defined in s 80 of the Housing and Regeneration Act 2008 who is registered with the Affordable Housing Regulator pursuant to s111 of the Housing and Regeneration Act 2008 and has not been removed from the register;

“Regulator” means the body known as the Regulation Committee of Homes England, also known as the Regulator of Social Housing, or any successor organisation or body which regulates Registered Providers;

“Relevant Discount” the percentage of Open Market Value as to be applied to each tenure type of Affordable Housing Unit, such sums to be:

- a) 45% (forty five per cent) of Open Market Value for Affordable Housing Units let at an Affordable Rent; and
- b) 25% of Open Market Value for Affordable Housing Units disposed of under a Shared Ownership Lease;

“Rented Housing Unit” any Affordable Housing Unit to be constructed to the same overall standard in terms of quality and finish as comparable units for sale as Market Housing Units and disposed to an RP under the terms of this Agreement for letting at an Affordable Rent on assured tenancies or assured shorthold tenancies in accordance with the relevant provisions of the Housing and Regeneration Act 2008 and marketed in accordance with guidance issued by HE (or successor body) from time to time and **“Rented Housing Units”** shall be construed accordingly;

“Right to Acquire” the right of a tenant to acquire the Affordable Housing Unit of which they are a tenant provided and governed by section 180 of the Housing Act

1985 and modified by the Housing (Right to Acquire) Regulations 1997 as the same may be modified or as contained in any replacement of the same;

“Right to Buy” the right of a tenant to buy the Affordable Housing Unit of which they are a tenant provided:

- a) under the Housing Act 2005 and under the Housing and Planning Act 2016 as the same may be modified or as contained in any replacement of the same, or
- b) any equivalent contractual right,
- c) any extension of the Right to Buy to tenants of Registered Providers either through a voluntary scheme brought in by a Registered Provider or by government legislation as the same may be modified or contained in any replacement of the same;

“RP Sale Price” a price at which taking into account any subsidy available to RP can purchase the Affordable Housing Units or any of them in any Phase and manage them as Affordable Housing;

“Shared Ownership Unit” means the Affordable Housing sold and leased by a Registered Provider on Shared Ownership Terms in a Shared Ownership Lease;

“Shared Ownership Lease” a lease the terms of which provide for ownership to be shared between the occupier and a landlord under which the occupier owns part of the equity in the leasehold title and pays a rental on the balance of the equity held in the leasehold interest. Permitting Staircasing up to 100%. Such ownership by the occupier shall not be more than 75% (seventy five per cent) of the equity when measured against full Open Market Value of the relevant Affordable Housing Unit;

“Shared Ownership Terms” means the terms of a disposal contained in model Shared Ownership Leases published by Homes England from time to time whereby (i) a Registered Provider sells shares in the equity of a dwelling to an Eligible Purchaser (the initial share being between 25% and 75%) who pays rent upon the remainder and (ii) Staircasing to 100% of the equity of the dwelling is permitted;

“Staircasing” means the exercise by the owner-occupier of a Shared Ownership Unit of the right to purchase additional equity shares up to 100% of the entire interest in

the Dwelling after which the rent payable on any equity share retained by the Registered Provider shall be reduced proportionally and "Staircase" shall be construed accordingly;

"Staircasing Receipts and Other Affordable Housing Receipts" any receipts received by the Owner following disposal arising from Right to Buy, Right to Acquire (or equivalent) or arising in respect of a Shared Ownership Lease as a result of Staircasing by the tenant;

The Owner hereby covenants with the Council as follows:

1. Prior to Commencement of Development in any Phase to submit to the Council for its written approval the Affordable Housing Scheme such scheme to detail the following:
 - 1.1. 20% (twenty per cent) of the total number of Dwellings approved under the Planning Permission for the Development of the Site as a whole or when aggregated over all Phases to be Affordable Housing Units;
 - 1.2. the tenure mix of the Affordable Housing Units to be provided in that Phase provided that the Affordable Housing Units within that Phase shall comprise:
 - 1.2.1. no less than **25%** (twenty-five percent) for letting at an Affordable Rent; and
 - 1.2.2. no more than **75%** (seventy-five percent) to be disposed of under a Shared Ownership Lease;
 - 1.3. the location type and size of the Affordable Housing Units to be provided shall be in accordance with the Affordable Housing Plan unless otherwise agreed in writing by the Council;
 - 1.4. the arrangements to be put in place to ensure that the Affordable Housing Units are affordable for both initial and subsequent occupiers; and

- 1.5. the occupancy criteria to be used for determining the identity of prospective and successive occupiers of the Affordable Housing Units and the means by which such occupancy shall be enforced.
2. Not to Commence Development on any Phase until the Affordable Housing Scheme for that Phase has been submitted to and approved in writing by the Council.
3. To provide the Affordable Housing in accordance with the approved Affordable Housing Scheme.
4. Prior to Commencement of Development in any Phase to make offers to sell the freehold interest of the Affordable Housing Units in that Phase at the RP Sale Price in accordance with the approved Affordable Housing Scheme to a minimum of 2 (two) RPs, such RPs to be agreed by the prior written approval of the Council.
5. Any sale pursuant to an offer made in accordance with Paragraph 4 shall be with full title guarantee free from encumbrances or other obligations and with the benefit of full unrestricted rights of access over any access roads to be built to a standard capable of adoption by the Highway Authority from the boundary of the Affordable Housing Units to an adopted highway (and vice versa) and full unrestricted rights for all services and conducting media and drains or sewers to be laid or constructed to or adjacent to the boundary of the Affordable Housing Units to a standard capable of adoption by the respective service providers.
6. In the event of the earlier of:
 - 6.1. all RPs to whom offers in accordance with Paragraph 4 are made declining to accept the transfer of the Affordable Housing Units in accordance with the offer made to it; or
 - 6.2. Six (6) months expiring from the date of receipt of the detailed offer documentation by the RPs without a binding acceptance of the offer made by any of them within that period;

then the Owner shall pay to the Council the Affordable Housing Contribution in the following instalments:

- (a) 50% (fifty per cent) on Occupation of 30% (thirty per cent) of the Dwellings on the Site or in that Phase (as appropriate); and
- (b) 50% (fifty per cent) on Occupation of 80% (eighty per cent) of the Dwellings on the Site or in that Phase (as appropriate);

the Affordable Housing Contribution to be calculated in respect of Paragraph 6(a) on the date that 30% (thirty per cent) of the Dwellings on the Site or in that Phase (as appropriate) are Occupied and in respect of Paragraph 6(b) on the date that 80% (eighty per cent) of the Dwellings on the Site or in that Phase (as appropriate) are Occupied.

- 7. In the event that the Affordable Housing Contribution is paid to the Council pursuant to Paragraph 6 above, those Affordable Housing Units can be sold as Market Housing Units and will be free from the affordable housing provisions set out in this Schedule 5.
- 8. Not to allow Occupation of more than 30% (thirty per cent) of the Market Housing Units on the Site or in that Phase (as appropriate) until the first Affordable Housing Unit on the Site or in that Phase (as appropriate) has been completed in accordance with the Planning Permission and the Affordable Housing Scheme and made ready for Occupation and written notification of such has been given to the Council or the Owner has paid the relevant amount of Affordable Housing Contribution as set out in Paragraph 6 above.
- 9. Not to allow Occupation of more than 95% (ninety five per cent) of the Market Housing Units in Phase 1 until all Affordable Housing Units in that Phase 1 have been completed in accordance with the Planning Permission and the Affordable Housing Scheme and made ready for Occupation and written notification of such has been given to the Council or the Owner has paid the relevant amount of Affordable Housing Contribution as set out in Paragraph 6 above.
- 10. Not to allow Occupation of more than 60% (sixty per cent) of the Market Housing Units in Phase 2 until all Affordable Housing Units in that Phase 2 have been completed in accordance with the Planning Permission and the Affordable Housing Scheme and made ready for Occupation and written notification of

such has been given to the Council or the Owner has paid the relevant amount of Affordable Housing Contribution as set out in Paragraph 6 above.

11. From the date of Practical Completion of the Affordable Housing Units they shall not be used other than for Affordable Housing save that this obligation shall not be binding on:

- 11.1. 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 their respective mortgagees and chargees; or

- 11.2. any Chargee provided that the Chargee shall have first complied with the Chargee's Duty and any person deriving title from the Chargee or any successor in title thereto and their respective mortgagees and chargees; or

- 11.3. any purchaser from a mortgagee of an individual Affordable Housing Unit pursuant to any default by the individual mortgagor and any person deriving title from that purchaser or any successor in title thereto and their respective mortgagees and chargees; or

- 11.4. any purchaser or successor in title or any mortgagee of an individual unit sold as Market Housing Unit in accordance with Paragraph 7 of this Schedule 5.

12. The Chargee shall prior to seeking to dispose of the Affordable Housing Units pursuant to any default under the terms of its mortgage or charge give not less than one month's prior notice ("Chargee's Notice") to the Council of its intention to dispose and:

- 12.1 in the event that the Council responds within one month from receipt of the Chargee's Notice ("the Council's Notice") indicating that arrangements for the transfer of the Affordable Housing Units can be made in such a way as to safeguard them as Affordable Housing and to satisfy the terms of the mortgage or charge then the Chargee shall co-operate with such arrangements and use its reasonable endeavours to secure such transfer; or

- 12.2 if the Council does not serve its response to the Chargee's Notice within the one month period referred to above at paragraph 12.1 then the Chargee shall be entitled to dispose of the Affordable Housing Units or any part thereof free from the restrictions set out in this Schedule; or
- 12.3 if the Council or any person nominated by the Council cannot within two months of receipt of the Council's Notice secure completion of such transfer (so that for the avoidance of doubt there shall be a total of only 3 months from the Chargee's Notice to completion of such transfer) then provided the Chargee shall have complied with its obligations under paragraph 12.1 the Chargee shall be entitled to dispose of the Affordable Housing Units or any part thereof free from the restrictions set out in this Schedule which shall absolutely determine.
- 12.4 provided that at all times the rights and obligations in this Paragraph 12 shall not require the Chargee to act contrary to its duties under the charge or mortgage and in particular (but without limitation) the Chargee shall not be obliged to transfer, let or otherwise dispose of the Affordable Housing Units or any part thereof for a consideration less than the full amount outstanding under the legal charge or mortgage, plus all interest, costs and expenses.
- 13 Unless required by the Homes England to do otherwise not to use any Staircasing Receipts and Other Affordable Housing Receipts other than towards the provision of Affordable Housing within the Administrative Boundaries of Manchester.

APPENDIX 1

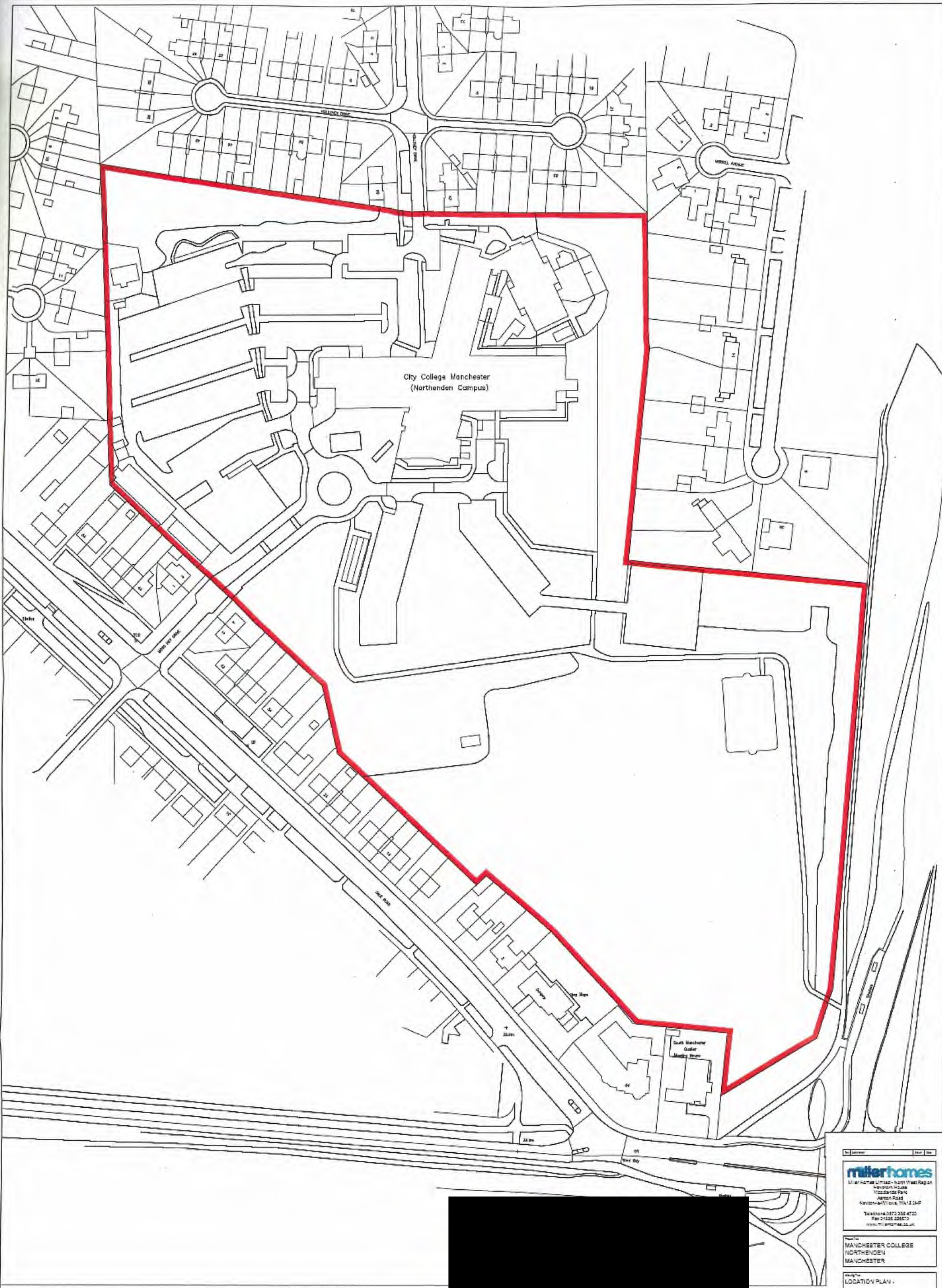
**PLAN
AFFORDABLE HOUSING PLAN**



City College Worcester
(Northside Campus)

Worcester Road

Worcester Road



Miller Homes Limited - North West Region
Millar House
Woodside Park
Aston Road
Newcastle, Tyne & Wear
Telephone 0191 235 4700
Fax 0191 235 4701
www.millerhomes.co.uk

Project Name

MANCHESTER COLLEGE
NORTHENDEN
MANCHESTER

Drawing Title

LOCATION PLAN

Scale

1:500

Drawn By

05/08/05

Checked By

05/08/05

Drawn By

05/08/05

Checked By

05/08/05





- Phase 2

- Phase 1

AR - Division of Administrative Records
 SO - Division of Special Operations



C 201 and C 202 are both 100% Canebrake. D 15 is 1/3
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Former Manchester College
Most Hay Olive
Northenden

Affordable Housing Plan

1000	ITEM		
	QTY		

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**THE COMMON SEAL of THE COUNCIL OF THE
CITY OF MANCHESTER** was hereunto affixed in
pursuance of an Order of the Council of the said City:

AUTHORISED SIGNATORY

The **COMMON SEAL of LTE GROUP**
was hereunto affixed pursuant to its
Constitution and a resolution of its
Board in the presence of:



Authorised Signatory

Philip Robert Johnson

Authorised Signatory..

J. T. ADRIAN

EXECUTED AS A DEED by MILLER HOMES LIMITED
acting by two Directors or one Director and the Company Secretary
DIRECTOR

Signature:

.....

Name (in block capitals)

.....

DIRECTOR / COMPANY SECRETARY

Signature:

.....

Name (in block capitals)

.....

SIGNED AS A DEED by SANTANDER UK PLC

acting by its Attorney

Attorney signature

Attorney name

in the presence of:

Witness signature:

Witness name:

Witness address:

Witness Occupation:

DATED 17th December 2021

THE COUNCIL OF THE CITY OF MANCHESTER

– and –

LTE GROUP

- and -

MILLER HOMES LIMITED

-and-

SANTANDER UK PLC

AGREEMENT

**pursuant to section 106 of the Town and
Country Planning Act 1990 (as amended)
relating to Land at Manchester College,
Arden Centre, Sale Road, Manchester**

City Solicitor
P O Box 532
Town Hall
Albert Square
Manchester
M60 2LA

THIS AGREEMENT is made the 17th day of December 2021

BETWEEN:

- (1) **THE COUNCIL OF THE CITY OF MANCHESTER** of Town Hall, Albert Square, Manchester, M60 2LA (the "**Council**");
- (2) **LTE GROUP** being a further education corporation established on 1 August 2008 with the name of The Manchester College under Section 16(1)(a) of the Further and Higher Education Act 1992 by virtue of The Manchester College (Incorporation) Order 2008 SI2008 No.49 and which changed its name on 1 June 2017 to LTE Group with the consent of the Secretary of State for Education whose principal office is at of Openshaw Campus, Administration Centre, Ashton Old Road, Manchester M11 2WH (the "**Owner**");
- (3) **MILLER HOMES LIMITED** (incorporated in Scotland with company number SC255429) whose registered office is at Miller House, 2 Lochside View, Edinburgh Park, Edinburgh, EH12 9DH (the "**Developer**"); and
- (4) **SANTANDER UK PLC** (incorporated in England with company number 2294747) whose registered office is at 2 Triton Square, London, NW1 3AN (the "**Mortgagee**").

BACKGROUND

- A The Council is the local planning authority for the purposes of the Act in relation to the Site and is the authority by whom the obligations hereby created are enforceable. The Development will be carried out on the Site. The Site is situated within the Administrative Boundaries of Manchester and this planning obligation is enforceable by the Council.
- B The Owner is the freehold owner of the Site registered at the Land Registry with Title Absolute under Title Number GM893106 together with but subject to all matters contained or referred to in the Title Registers thereunder.

- C The Developer has an interest in the Site pursuant to a contract to purchase dated 11th June 2021.
- D The Mortgagee has the benefit of a legal charge dated 26th February 2020 registered against Title Number GM893106.
- E The Council has the benefit of a legal charge dated 26th February 2020 registered against Title Number GM893106.
- F The Application was submitted to the Council for planning permission to carry out the Development in the manner set out in the plans, specifications and particulars forming part of the Application.
- G The Council as local planning authority is satisfied that the Development is such as may be approved by the Council under the Act and is minded to grant planning permission for the Development in accordance with the Application but having considered the Local Plan and the Regulations is desirous of the Owner entering into this Agreement without which planning permission would not be granted.
- H The application of Policy H8 of the Core Strategy to the Development means that there is a requirement to provide Affordable Housing. The Council has determined that in accordance with Policy H8 20% of the Dwellings on Site must be Affordable Housing.
- I The Owner has agreed to enter into this Agreement in support of the Application so as to create planning obligations in favour of the Council pursuant to section 106 of the Act and to be bound by and observe and perform the covenants hereinafter contained.
- J The planning purposes of this Agreement are to improve the amenity of land in the locality of the Site with benefit for the occupiers of the Development and to mitigate the adverse impacts of the Development and to provide affordable housing in accordance with Policy H8 of the Core Strategy in accordance with the development plan for the area and other material considerations. The Council is satisfied that the obligations in this Agreement are:
 - (a) necessary to make the Development acceptable in planning terms (including where appropriate, obligations necessary to mitigate the

adverse impacts of the Development in accordance with the development plan for the area and other material considerations);

- (b) directly related to the Development; and
- (c) fairly and reasonably related in scale and kind to the Development

AGREED TERMS

1. DEFINITIONS AND INTERPRETATION

- 1.1 The definitions and rules of interpretation set out in this Clause apply to this Agreement.

“Act” the Town and Country Planning Act 1990 as amended by the Planning and Compensation Act 1991 and the Planning and Compulsory Purchase Act 2004 and the Planning Act 2008;

“Administrative Boundaries of Manchester” all the wards that together comprise the city of Manchester;

“Agreement” shall mean this agreement;

“Application” the application to which the Council gave the reference 131147/FO/2021 for planning permission for the erection of 224 no. dwellings (Use Class C3) with associated access, landscaping, parking and other works following demolition of existing buildings;

“Bus Shelter Contribution” the sum of £17,395 (seventeen thousand three hundred and ninety-five pounds) Index Linked towards the provision of a bus shelter on Sale Road to enhance sustainable travel to and from the Site;

“Commencement of Development” the date upon which the Development shall begin by the carrying out of a material operation in accordance with the provisions of section 56(4) of the Act and **“Commence”**, **“Commencement”** and **“Commenced”** shall be construed accordingly. Commencement will be deemed to have taken place whether it takes place on the Site or on the land adjacent to the Site;

“Contributions” the Bus Shelter Contribution; the Open Space Contribution and the Pedestrian Crossing Contribution;

“Core Strategy” means the Manchester Core Strategy (adopted 11th July 2012) which is the key document in the Council's Local Development Framework and details the Council's vision for the development of Manchester during the period 2012 to 2027

“Development” the development undertaken on the Site pursuant to the Planning Permission as specified in the Application and the term “Developed” shall be construed accordingly;

“Dwelling” a unit of accommodation to be constructed on the Site as part of the Development pursuant to the Planning Permission and **“Dwellings”** shall be construed accordingly.

“Expert” a professional expert in town planning, who is a Chartered Member of the Royal Town Planning Institute with a minimum of ten (10) years post-qualification experience.

“Index Linked” adjusted on an annual basis or pro rata per diem from the date of this Agreement to the relevant date of payment in accordance with the Retail Price Index and “Index Linking” shall be construed accordingly.

“Interest” interest at 4% (four per cent) above the base lending rate of the Bank of England from time to time.

“Local Plan” includes the Core Strategy adopted by Manchester City Council on 11 July 2012, the extant Unitary Development Plan policies and all other relevant strategic planning documents adopted by Manchester City Council;

“Management Fee” shall mean 15% of the planning application fee which equates to £7113.45 to be used for the purpose of monitoring and reporting on the delivery of this Agreement and the Planning Obligations contained herein;

“NPPF” the National Planning Policy Framework issued in July 2021 being the framework setting out the Government's planning policies for England and how these are expected to be applied as may be amended or any replacement of the same.

“Occupation” means occupation of any part of the Development for the purposes permitted by the Planning Permission but does not include use by personnel whilst engaged in construction, fitting out or decoration of the Dwellings or occupation for marketing or display or occupation in relation to security operations and “Occupy” and “Occupied” shall be construed accordingly;

“Open Space Contribution” the sum of four hundred and ninety eight thousand pounds (£498,000.00) Index Linked to contribute towards replacement pitch provision in the vicinity of the Site;

“Pedestrian Crossing Contribution” the sum of one hundred and twenty-five thousand pounds (£125,000.00) Index Linked to contribute towards the provision of a signalised pedestrian crossing facility on Sale Road in the vicinity of the Site;

“Phase” a part of the Development to be constructed on the Site identified in the Affordable Housing Plan and “Phases” shall be construed accordingly;

“Phase 1” a part of the Development to be constructed on the Site identified in the Affordable Housing Plan and shown as “phase 1”;

“Phase 2” a part of the Development to be constructed on the Site identified in the Affordable Housing Plan and shown as “phase 2”;

“Plan” the plan with reference LOC 001 attached to the Agreement at Appendix 1;

“Planning Obligations” shall mean the obligations of the Owner specified in the Schedules;

“Planning Permission” the planning permission granted pursuant to the Application substantially in the form as appended at Schedule 2 and as may be amended by any non-material amendment;

“Regulations” the Community Infrastructure Levy Regulations 2010.

“Retail Price Index” twelve (12) month percentage change in the All Items Retail Price Index published by the Office for National Statistics Centre and in

the Monthly Digest of Statistics (or contained in any official publication substituted therefor) or such other index as may from time to time be published in substitution therefor.

“Site” the property described in Schedule 1 and shown for the purposes of identification only edged red on the Plan.

“Working Day” means any day except Saturday Sunday or a bank holiday and reference to “Working Days” shall be construed accordingly.

- 1.2 The Clause headings do not affect this interpretation.
- 1.3 Unless otherwise indicated, references to Clauses and Schedules are to Clauses of and Schedules to this Agreement and references in a Schedule to a Part or Paragraph are to a Part or Paragraph of that Schedule.
- 1.4 References to any statute or statutory provision include reference to:
 - 1.4.1 all Acts of Parliament and all other legislation having legal effect in the United Kingdom as directly or indirectly amended, consolidated, extended, replaced or re-enacted by any subsequent legislation; and
 - 1.4.2 any orders, regulations, instruments or other subordinate legislation made under that statute or statutory provision.
- 1.5 Except for the provisions of Clause 9 references to the Site include any part of it.
- 1.6 References to any party in this Agreement include the successors in title of that party. In addition, references to the Council include any successor local planning authority exercising planning powers under the Act and any successor local highway authority exercising powers under the Highways Act 1980.
- 1.7 “Including” means “including, without limitation”.
- 1.8 Any covenant by the Owner or the Council not to do any act or thing includes a covenant not to permit or allow the doing of that act or thing.

- 1.9 If any provision is held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remainder of this Agreement is to be unaffected.
- 1.10 Words importing the singular meaning where the context so admits include the plural meaning and vice versa.
- 1.11 Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed interchangeable in that manner.

2. PLANNING OBLIGATION

This Agreement is made pursuant to section 106 of the Act, section 111 of the Local Government Act 1972, section 1 of the Localism Act 2011 and all other enabling legislation and is a planning obligation for the purposes of section 106 of the Act, with the intent that covenants hereinafter contained shall be enforceable by the Council acting under the powers contained in section 106 or such other enabling powers against the Owner.

3. CONDITION PRECEDENT

This Agreement is conditional upon the grant of the Planning Permission and Commencement of Development save for the provisions of Clauses 9, 12, 16, 18 and 19 which shall have immediate effect.

4. CONDITION SUBSEQUENT

If the Planning Permission for the Development has not been implemented by the carrying out of a material operation in accordance with the provisions of sections 56, 91 and 93 of the Act or is revoked or modified in whole or in part (other than in approval of an application by or on behalf of the Owner) or quashed or declared unlawful as a result of legal proceedings then this Agreement 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.

5. THE OWNER'S COVENANTS

The Owner on behalf of itself and any person 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 on his part contained in this Agreement including those obligations set out in Schedule 3 and Schedule 5 and hereby agrees that the Site shall be permanently subject to the obligations, restrictions and provisions specified herein, such obligations being planning obligations for the purpose of section 106 of the Act except where such obligations have been complied with they will no longer be enforceable by the Council against the Owner.

6. THE COUNCIL'S COVENANTS

The Council hereby covenants with the Owner to observe and perform the obligations on its part in this Agreement including those obligations set out in the Schedule 4.

7. DISPUTE RESOLUTION

- 7.1 In the event of any dispute arising in connection with any of the terms of this Agreement other than a dispute involving the construction or interpretation of the terms of this Agreement or the enforcement of any decision pursuant to this Clause, the same shall unless the Council and the Owner otherwise agree be referred to an Expert to be appointed by agreement between the Council and the Owner.
- 7.2 If the Council and the Owner are unable to agree on the appointment of an Expert within thirty (30) days of one party serving notice on the other calling for the appointment of an Expert, then an Expert shall be appointed on the application of either party to the President for the time being of the Royal Town Planning Institute.
- 7.3 Any reference of a dispute to an Expert shall if the parties are agreed in writing be deemed to be a reference to an expert (and not to an arbitrator) whose decision shall be final and binding (save for manifest error) but shall otherwise be deemed to be a reference to an arbitrator pursuant to the Arbitration Act 1996 and any statutory amendment variation substitution or re-enactment thereof.

- 7.4 Any party to this Agreement shall be entitled to submit to the Expert representations and cross-representations with such supporting evidence as they shall respectively consider necessary and the Expert shall have regard thereto in making his decision which shall be delivered in writing. The reference of any dispute shall include authority to determine in what manner all the costs of the referral shall be paid.

8. WAIVER

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

9. CHANGE IN OWNERSHIP & LIABILITY

- 9.1 The Owner agrees with the Council to give the Council immediate written notice of any change in ownership of any of its interest in the Site occurring before all the obligations under this Agreement 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 unless the purchase relates to the individual plot purchases of Dwellings on the Site.

- 9.2 No person shall be liable for any breach, non-performance and non-observance of the covenants, obligations and restrictions contained in this Agreement after it shall have parted with its entire interest in the Site but without prejudice to liability for any subsisting breach arising prior to parting with such interest nor shall this hinder or preclude the Council's rights as the Local Planning Authority to require that the breach, non-performance or non-observance be remedied after that person has parted with its interest in the Site.

10. COUNCIL'S CONSENT OR APPROVAL

Where in this Agreement the consent, agreement or approval of the Council is required to be given by the Council, the Council confirms that such consent, agreement or approval shall not be unreasonably withheld or delayed provided that this shall not fetter the proper discretion of the Council.

11. EXCLUSIONS

The covenants contained in this Agreement shall not be enforceable against:

- 11.1 individual purchasers or lessees (or their mortgagees) of Market Housing Units (defined in Schedule 5) on the Site constructed pursuant to the Planning Permission; or
- 11.2 any Chargee (defined in Schedule 5) of a Registered Provider or of an individual owner occupier of Affordable Housing Units and any individual owner occupier of Affordable Housing Units save for the provisions set out in Schedule 5; or
- 11.3 any statutory undertaker(s) in relation to any parts of the Site acquired by them for electricity sub-stations gas governor stations or pumping stations or against anyone whose only interest in the Site or any part of it is in the nature of the benefit of an easement or covenant nor against all those deriving title from the aforesaid;
- 11.4 and any successor in title including mortgagees or chargees of those referred to in clause 11.1 -11.3 above (save that a mortgagee or chargee of an Affordable Housing Unit shall be bound by the provisions of Schedule 5).

12. LOCAL LAND CHARGE AND LAND REGISTRY ENTRY

This Agreement is a Local Land Charge and shall be registered as such by the Council.

13. NON-PROHIBITION ON DEVELOPMENT

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

14. THE CONTRACTS ACT

Save as provided in respect of the successors in title to the Site or any successor to the relevant statutory functions of the Council this Agreement shall not be enforceable by any third party pursuant to the Contracts (Rights

of Third Parties) Act 1999 and no third party shall acquire any benefit rights or claims whatsoever pursuant thereto.

15. COMMUNICATION

- 15.1 Any notice or document to be served on or sent pursuant to this Agreement shall either be delivered personally or sent by recorded delivery service
- 15.2 to the Council and addressed to the City Solicitor at the Council's address first above written;
- 15.3 to the Owner, the Developer and the Mortgagee respectively at their registered office address.

16. FEES

- 16.1 The Developer shall pay forthwith to the Council its legal fees reasonably and properly incurred in preparation of this Agreement up to the sum of £5,000.
- 16.2 Receipt by the Council of the payment of such sum shall not create any lawyer-client type contractual relationship between the Council and the Owner nor absolve the Owner from any liability or obligation imposed upon them by the terms of this Agreement or by statute or at common law.
- 16.3 The Developer shall pay the Management Fee to the Council on the date hereof.

17. INTEREST

If any payment due under this Agreement is paid late Interest will be payable from the date payment is due to the date that payment is received.

18. JURISDICTION

This Agreement is governed by and interpreted in accordance with the law of England.

19. COMPLETION

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

20. MORTGAGEE

- 20.1 The Mortgagee consents to this Agreement being entered into with the intention that its interest in the Site will be bound by the terms of this Agreement as if this Agreement had been executed and registered as a local land charge before the execution of the legal charge.
- 20.2 Notwithstanding clause 20.1, the Mortgagee will not incur any liability for any breach of the obligations contained in this Agreement unless and until they become a mortgagee in possession of the Site or any part of it.

21. DEVELOPER

The Developer hereby consents to the Owner entering into this Agreement and acknowledges that upon their attaining a legal estate in the Site its interest in the Site will be bound by the planning obligations in this Agreement.

22. COUNTERPARTS

- 22.1 This Agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicated original, but all the counterparts shall together constitute the one agreement
- 22.2 Transmission of an executed counterpart of this Agreement by email in PDF format by a party to each of the other parties shall take effect as delivery of an executed counterpart of this Agreement.
- 22.3 Without prejudice to the validity of the Agreement thus made, each of the parties shall provide the Council with the original of such counterpart as soon as reasonably possible thereafter and in any event within 4 weeks of the date of this Agreement.
- 22.4 No counterpart shall be effective until each party to this Agreement has executed and delivered at least one counterpart and that counterpart has been delivered to each of the other parties to this Agreement and acknowledgement of receipt of those counterparts has been received by email from each of the other parties.

EXECUTED as a deed by the parties on the day and year first hereinbefore appearing.

SCHEDULE 1

The Site

Land at Manchester College, Arden Centre, Sale Road, Manchester and shown for the purposes of identification only edged red on the Plan.

SCHEDULE 2
Draft Planning Permission



Town & Country Planning Act 1990 (as amended)

Planning Permission

Applicant

Miller Homes North West
103 Dalton Avenue
Birchwood Park
Warrington
WA3 6YF

Agent (if used)

Miss Kerry Walker
Pegasus Group
Queens House
Queen Street
Manchester
M2 5HT

Part 1 – Particulars of the application/development

Proposal: Erection of 224 no. dwellings (Use Class C3) with associated access, landscaping, parking and other works following demolition of existing buildings

Location: Manchester College Arden Centre , Sale Road, Manchester, M23 0DD

Date of application: 21 July 2021

Application number: 131147/FO/2021

Part 2 – Particulars of decision

Manchester City Council gives notice that the development referred to in Part 1 has been **Minded to Approve** in accordance with the application and plans submitted subject to the condition(s) listed below (if any).

Article 35 Declaration

The application has been considered in a positive and proactive manner as required by The Town and Country Planning (Development Management Procedure) (England) Order 2015 and any problems and/or issues arising in relation to dealing with the application have been communicated to the applicant.

Condition(s) attached to this decision

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

Reason - Required to be imposed pursuant to Section 91 of the Town and Country Planning Act 1990.

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

Indicative Streetscenes A-C: Reference: 20052 (PL) 300 D; Indicative Streetscenes D - E: Reference: 20052 (PL) 301 D as received by the City Council as local planning authority on the 03/11/2021

Landscape Masterplan: Reference: 3882 101 E; Landscape Layout (1 of 2): Reference: 3882 102 E ; Landscape Layout (2 of 2): Reference: 3882 103 E; Wilson Housetype: Reference: 20052 (PL) 100 F; Burnett Housetype: Reference: 20052 (PL) 101 F; Dalton Housetype: Reference: 20052 (PL) 102 D; Burgess Housetype: Reference: 20052 (PL) 103 E; McKellen Housetype: Reference: 20052 (PL) 104 E; Joule Housetype: Reference: 20052 (PL) 105 E ; Winterson Housetype: Reference: 20052 (PL) 106 D ; Lowry Housetype: Reference: 20052 (PL) 107 D; Turing Housetype: Reference: 20052 (PL) 108 D; Gaskell Housetype: Reference: 20052 (PL) 109 D; Pankhurst Housetype: Reference: 20052 (PL) 110 E; Winterson Detail Sheet; Burnett Detail Sheet; Boundary Treatment Plan: Reference: 2131 / BT / 01 Rev C

All received by the City Council as local planning authority on the 01/11/2021

Proposed Overall Site Layout (Colour): Reference: 2131 / SL /01 Rev I as received by the City Council as local planning authority on the 28/10/2021

Build Route, Compound Location and Phasing Plan Reference: 2131/ROB/01 Rev B; Proposed Overall Site Layout: Reference: 2131/SL/01 Rev I; Management Plan: Reference: 2131/MC/01 Rev A; Surface Materials Layout: Reference: 2131/SML/01 Rev C; Waste Management Plan: Reference: 2131/WMP/01 Rev A; Adoptable Drainage Layout 40-01 Rev P1; All as received by the City Council as local planning authority on the 25/10/2021

Flood Risk Assessment (October 2021): Reference: 882187 -R1 (02)-FRA - as received by the City Council as local planning authority on the 27/10/2021

Drainage Technical Note prepared by RSK Ref: 882187 LLFA L02 dated 21st October 2021, Adoptable Drainage Layout: Reference: 882187 40-01 P1 both as received by the City Council as local planning authority on the 25/10/2021

Design and Access Statement Addendum (October 2021): Reference: 20052 PL 500 Rev H as received by the City Council as local planning authority on the 05/11/2021

Construction Environmental Management and Demolition Plan: Miller Homes Rev: A as received by the City Council as local planning authority on the 28/10/2021

Transport Assessment (October 2021): Reference: 3225TA.04 as received by the City Council as local planning authority on the 25/10/2021

Energy and Sustainability Statement: Rev B 21/10/2021 as received by the City Council as local planning authority on the 22/10/2021

Revised Playing Field Mitigation Report: Reference 3-023-2021 Final Version 20.10.2021 as received by the City Council as local planning authority on the 20/10/2021.

Ground Investigation Report for Northenden College, Northenden Jan 2021
REPORT NO: 20MIL039/GI prepared by Betts Geo; Phase 1 Environmental Report TMC Northenden Campus, Wythenshawe, REC REFERENCE: 108393P1R0 October 2019; Phase II Geoenvironmental Site Assessment Northenden College Reference:13-969-R1-1 Date: July 2020 and accompanying information prepared by e3p; Ecological Survey and Assessment May 2021 prepared by ERAP ref: 2020-272; Dusk Emergence Survey for Bat Activity June 2021 prepared by ERAP ref: 2020-272b; Demolition plan reference DMP/01; Crime Impact Statement Version A ref 2009/0462/CIS/01; Broadband Statement Revision V0; Air Quality Assessment April 2021 prepared by Wardell Armstrong ; Wythenshawe Park Earthworks and drainage STRI report dated 16th May 2021; All as received by the City Council as local planning authority on the 21st July 2021

Planting Plan (1 of 5) Reference 3882 201 Rev A; Planting Plan (2 of 5) Reference 3882 202 Rev A; Planting Plan (3 of 5) Reference 3882 203 Rev A; Planting Plan (4 of 5) Reference 3882 204 Rev A and Planting Plan (5 of 5) Reference 3882 205 Rev A received by the City Council as local planning authority on the 5th November 2021

Arboricultural Impact Assessment: Reference: P.846.17 Rev C as received by the City Council as local planning authority on the 09/11/2021

Noise Assessment June 2021 Report No P20-540-R02v1 November 2021 prepared by Hepworth Acoustics as received by the City Council as local planning authority on the 10th November 2021

Bat and Bird Box Plan: Reference: ERAP Ltd. 2020-272 V4 (CH) as received by the City Council as local planning authority on the 16th November 2021

Rolec EV WALLPOD:EV READY information sheet as received by the City Council as local planning authority on the 30/11/2021

Materials Layout reference 2131 / ML / 01 Rev A as received by the City Council as local planning authority on the 01/12/2021

Reason - To ensure that the development is carried out in accordance with the approved plans. Pursuant to policies SP1 and DM1 of the Core Strategy.

3) a) Prior to the commencement of the development, details of a Local Benefit Proposal, in order to demonstrate commitment to recruit local labour for the duration of the construction of the development, shall be submitted for approval in writing by the City Council, as Local Planning Authority. The approved document shall be implemented as part of the construction of the development. In this condition a Local Benefit Proposal means a document which includes:

- i) the measures proposed to recruit local people including apprenticeships
- ii) mechanisms for the implementation and delivery of the Local Benefit Proposal
- iii) measures to monitor and review the effectiveness of the Local Benefit Proposal in achieving the objective of recruiting and supporting local labour objectives

(b) Within one month prior to construction work being completed, a detailed report which takes into account the information and outcomes about local labour recruitment pursuant to items (i) and (ii) above shall be submitted for approval in writing by the City Council as Local Planning Authority.

Reason - The applicant has demonstrated a commitment to recruiting local labour pursuant to policies SP1, EC1 and DM1 of the Manchester Core Strategy.

4) a) Post demolition and/or prior to development commencing, additional site investigation should be undertaken and a report prepared outlining what measures, if any, are required to remediate the land (the Site Investigation Report and/or Remediation Strategy) which shall be submitted to and approved in writing by the City Council as local planning authority.

b) When the development within each phase commences, the development shall be carried out in accordance with the previously agreed Remediation Strategy and a Completion/Verification Report shall be submitted to and approved in writing by the City Council as local planning authority.

In the event that ground contamination, groundwater contamination and/or ground gas, not previously identified, are found to be present on the site at any time before the development in each phase is occupied, then development shall cease and/or the development shall not be occupied until, a report outlining what measures, if any, are required to remediate the land (the Revised Remediation Strategy) is submitted to and approved in writing by the City Council as local planning authority and the development shall be carried out in accordance with the Revised Remediation Strategy, which shall take precedence over any Remediation Strategy or earlier Revised Remediation Strategy.

Reason - To ensure that the presence of or the potential for any contaminated land and/or groundwater is detected and appropriate remedial action is taken in the interests of public safety, pursuant to policies EN17 and EN18 of the Core Strategy.

5) Prior to the commencement of development including any site setting up works a highway dilapidation survey including photographs and commentary on the condition of carriageway/footways on construction vehicle routes surrounding the site shall be submitted to and approved in writing by the City Council as local planning authority. The construction of the development shall be carried out in accordance with the approved details and within one month of the completion of the development a further survey of the condition of previous carriageway/footways on construction vehicle routes surrounding the site together with measures to remedy any defects arising from the construction of the development and timescales for the implementation shall be submitted to and approved in writing by the City Council as local planning authority.

Reason - In the interests of highway safety pursuant to policy DM1 of the Manchester Core Strategy.

6) Prior to the commencement of development of the brownfield areas in Phases 1 and 2 (Plots 1-89 & 126-145 & 219-224), as shown on approved Drawing Reference: 40-01-P1, a surface water drainage scheme shall be submitted to and approved in writing by the Local Planning Authority.
This shall include:

- Adherence to the Drainage Hierarchy which shall include evidence of an assessment of ground conditions and the potential for infiltration of surface water;
- 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) which shall be at least 50% betterment of existing brownfield runoff rate.
- The drainage of foul and surface water on separate systems.
- Assessment of overland flow routes for extreme events that is diverted away from buildings (including basements). Overland flow routes need to be designed to convey the flood water in a safe manner in the event of a blockage or exceedance of the proposed drainage system capacity including inlet structures. A layout with overland flow routes needs to be presented with appreciation of these overland flow routes with regards to the properties on site and adjacent properties off site.
- If necessitated by design iteration, hydraulic calculation of the proposed drainage system, which shall include evidence that the drainage system has been designed (unless an area is designated to hold and/or convey water as part of the design) so that flooding does not occur during a 1 in 100 year rainfall event with allowance for 40% climate change in any part of a building.
- A timetable for its implementation.

The development shall be carried out in accordance with the agreed details.

Reason: To promote sustainable development, secure proper drainage and to manage the risk of flooding and pollution pursuant to national policies within the NPPF and NPPG and local policies EN08 and EN14.

7) The greenfield areas of Phase 1 of the development (plots 90-125 & 146-218), as shown on approved Drawing Reference: 40-01 P1, shall be carried out in accordance with the parameters and drainage strategy set out in Drainage Technical Note 882187 LLFA L02 and the Flood Risk Assessment 882187-R1(02)-FRA hereby approved. Prior to the commencement of any above ground works for the greenfield areas of Phase 1 (plots 90-125 & 146-218), full details and locations of the soakaway plots shall be submitted to and approved in writing by the Local Planning Authority. This shall include:

- Detailed design drainage layout.
- Hydraulic calculation of the soakaways, which shall conform to the non-technical standards for SuDS, include evidence that the drainage system has been designed (unless an area is designated to hold and/or convey water as part of the design) so that flooding does not occur during a 1 in 100 year rainfall event with allowance for 40% climate change in any part of a building.
- Where flooding is predicted by hydraulic calculation during a 1 in 100 year rainfall event with allowance for 40% climate change, evidence of how the volume will be managed onsite.
- Assessment of overland flow routes for extreme events that is diverted away from buildings (including basements). Overland flow routes need to be designed to convey the flood water in a safe manner in the event of a blockage or exceedance of the proposed drainage system capacity including inlet structures. A layout with overland flow routes needs to be presented with appreciation of these overland flow routes with regards to the properties on site and adjacent properties off site.

The approved scheme shall be implemented prior to the first occupation of any greenfield areas in Phase 1 (plots 90-125 & 146-218).

Reason: To promote sustainable development, secure proper drainage and to manage the risk of flooding and pollution. This condition is imposed in light of national policies within the NPPF and NPPG and local policies EN08 and EN14.

8) The development hereby permitted shall not be occupied until details of the implementation, maintenance and management of the installed sustainable drainage scheme have been submitted to and approved by the local planning authority. The scheme shall be implemented and thereafter managed and maintained in accordance with the approved details. Those details shall include:

- Verification report providing photographic evidence of construction as per design drawings;
- As built construction drawings if different from design construction drawings;
- Management and maintenance plan for the lifetime of the development which shall include the arrangements for adoption by any public body or statutory undertaker, or any other arrangements to secure the operation of the sustainable drainage scheme throughout its lifetime.
- Where plot soakaways are proposed, details of adequate measures to ensure soakaways will be protected from future development shall be presented.

Reason: To manage flooding and pollution and to ensure that a managing body is in place for the sustainable drainage system and there is funding and maintenance mechanism for the lifetime of the development.

9) The development hereby approved shall be carried out in accordance with the agreed Construction Environmental Management and Demolition Plan: Miller Homes Rev: A as received by the City Council as local planning authority on the 28/10/2021

Reason - In the interests of residential amenity, highway safety pursuant to policy DM1 of the Core Strategy and saved Unitary Development Plan policy DC26.

10) If demolition of buildings on site has not occurred by May 2022 a further bat survey of the buildings to be demolished shall be undertaken prior to demolition works taking place. Should the survey reveal the presence of any protected species, a scheme for the protection of their habitat shall be submitted to and agreed in writing by the City Council as local planning authority before the demolition takes place, and implemented in full in accordance with the approved details and to a timetable agreed in writing by the local planning authority.

Reason - To ensure the protection of habitat of species that are protected under the Wildlife and Countryside Act 1981 or as subsequently amended in order to comply with policy EN15 of the Core Strategy.

11) If no development has commenced by Spring 2023 further survey work for presence of badger on site shall be undertaken. Should the survey reveal the presence of any badgers, a scheme for the protection of their habitat shall be submitted to and agreed in writing by the City Council as local planning authority before the demolition takes place, and implemented in full in accordance with the approved details and to a timetable agreed in writing by the local planning authority.

Reason - To ensure the protection of habitat of species that are protected under the Wildlife and Countryside Act 1981 or as subsequently amended in order to comply with policy EN15 of the Core Strategy.

12) No works to trees or shrubs shall occur between the 1st March and 31st August in any year unless a detailed bird nest survey by a suitably experienced ecologist has been carried out immediately prior to clearance and written confirmation provided that

no active bird nests are present which has been agreed in writing by the local planning authority.

Reason - To ensure the protection of habitat of species that are protected under the Wildlife and Countryside Act 1981 or as subsequently amended and to comply with policy EN15 of the Core Strategy.

13) The treatment of invasive species shall be carried out in accordance with the guidance contained in section 5.5.1 of the Ecological Survey and Assessment report.

Reason - To prevent the spread of an invasive species listed within the Wildlife and Countryside Act 1981.

14) The development shall be carried out in accordance with details for the provision of bat and bird boxes as set out within drawing reference: Bat and Bird Box Plan: Reference: ERAP Ltd. 2020-272 V4 (CH) as received by the City Council as local planning authority on the 16th November 2021.

Reason - In order to secure biodiversity enhancements of the site pursuant to policy EN9 and EN15 of the Core Strategy and paragraph 174d of the NPPF.

15) In this condition "retained tree" means an existing tree, shrub or hedge which is to be as shown as retained on the approved plans and particulars; and paragraphs (a) and (b) below shall have effect until the expiration of 5 years from the date of the occupation of the building for its permitted use.

(a) No retained tree shall be cut down, uprooted or destroyed, nor shall any retained tree be topped or lopped other than in accordance with the approved plans and particulars, without the written approval of the local planning authority. Any topping or lopping approved shall be carried out in accordance with British Standard 5387 (Trees in relation to construction)

(b) If any retained tree is removed, uprooted or destroyed or dies, another tree shall be planted at the same place and that tree shall be of such size and species, and shall be planted at such time, as may be specified in writing by the local planning authority.

(c) The erection of fencing for the protection of any retained tree shall be undertaken in accordance with the approved plans and particulars before any equipment, machinery or materials are brought on to the site for the purposes of the development, and shall be maintained until all equipment, machinery and surplus materials have been removed from the site. Nothing shall be stored or placed in any area fenced in accordance with this condition and the ground levels within those areas shall not be altered, nor shall any excavation be made, without the written consent of the local planning authority.

Reason - In order avoid damage to trees/shrubs adjacent to and within the site which are of important amenity value to the area and in order to protect the character of the area, in accordance with policies EN9 and EN15 of the Core Strategy.

16) Notwithstanding the approved details, prior to the commencement of above ground works samples and specifications of the bricks to be used on the external elevations shall be submitted to and approved in writing by the City Council as local planning authority. Thereafter the development shall be carried out in accordance with those details.

Reason - To ensure that the appearance of the development is acceptable to the City Council as local planning authority in the interests of the visual amenity of the area within which the site is located, as specified in policies SP1 and DM1 of the Core Strategy.

17) a) Prior to the commencement of above ground works to those residential units identified within Figure 7 of the approved Noise Assessment report prepared by Hepworth Acoustics, a scheme for acoustically insulating the proposed residential accommodation against noise from Princess Parkway and Sale Road shall be submitted to and approved in writing by the City Council as local planning authority.

The potential for overheating shall also be assessed and the noise insulation scheme shall take this into account. The approved noise insulation and ventilation scheme shall be completed before any of the dwelling units are occupied.

b) All works which form part of the approved noise mitigation scheme shall be completed before any of the relevant dwellings are occupied and shall be retained at all times thereafter. A verification report containing evidence that the agreed measures have been implemented should be submitted to and approved in writing by the City Council prior to the dwellings being occupied.

Reason: To secure a reduction in noise from traffic or other sources in order to protect future residents from noise disturbance and to reduce the potential for overheating pursuant to policy DM1 of the Core Strategy and saved Unitary Development Plan policy DC26.

18) Within 3 months of the commencement of development hereby approved, a fully detailed scheme of highway works including technical drawings shall be submitted in writing to the Council as local planning authority, the submitted scheme shall include:

- highway and footpath layout;
- highway drainage;
- street-lighting;
- surfacing;
- traffic calming measures;
- Traffic regulation orders;
- dropped kerbs;
- tactile paving;
- details of the connections to existing adopted highway/footways at Holly Hey Drive, Moss Hey Drive and the pedestrian cycle access to the south east corner of the site; and,
- details of the control of the emergency access to Holly Hey Drive.
- Confirmation that a section 278 agreement has been entered into for the completion of highway works and any associated Traffic Regulation Orders
- Timescales for the implementation of the scheme.

The approved scheme shall be implemented and be in place within a timescale previously agreed in writing by the City Council as local planning authority.

Reason - To ensure safe access to the development site in the interest of pedestrian and highway safety pursuant to policies SP1, EN1 and DM1 of the Manchester Core Strategy (2012).

19) Prior to the first occupation of the development hereby approved a Travel Plan shall be submitted to and agreed in writing by the City Council as Local Planning Authority. In this condition a Travel Plan means a document which includes:

- i) the measures proposed to be taken to reduce dependency on the private car by residents
- ii) a commitment to surveying the travel patterns of residents during the first three months of use of the development and thereafter from time to time
- iii) mechanisms for the implementation of the measures to reduce dependency on the private car
- iv) measures for the delivery of specified travel plan services
- v) measures to monitor and review the effectiveness of the Travel Plan in achieving the objective of reducing dependency on the private car

Within six months of the first use of the development, a revised Travel Plan which takes into account the information about travel patterns gathered pursuant to item (ii) above shall be submitted to and approved in writing by the City Council as local planning authority. Any Travel Plan which has been approved by the City Council as local planning authority shall be implemented in full at all times when the development hereby approved is in use.

Reason - To assist promoting the use of sustainable forms of travel to the school, pursuant to policies SP1, T2 and DM1 of the Core Strategy and the Guide to Development in Manchester SPD (2007).

20) The landscaping scheme approved by the City Council as local planning authority shown on drawing references Planting Plan (1 of 5) Reference 3882 201 Rev A; Planting Plan (2 of 5) Reference 3882 202 Rev A; Planting Plan (3 of 5) Reference 3882 203 Rev A; Planting Plan (4 of 5) Reference 3882 204 Rev A and Planting Plan (5 of 5) Reference 3882 205 Rev A received by the City Council as local planning authority on the 5th November 2021 shall be implemented within a timescale that has been submitted to and agreed in writing by the City Council as local planning authority within 3 months of the commencement of development. If within a period of 5 years from the date of the planting of any tree or shrub, that tree or shrub or any tree or shrub planted in replacement for it, is removed, uprooted or destroyed or dies, or becomes, in the opinion of the local planning authority, seriously damaged or defective, another tree or shrub of the same species and size as that originally planted shall be planted at the same place.

Reason - To ensure that a satisfactory landscaping scheme for the development is carried out that respects the character and visual amenities of the area, in accordance with policies SP1, EN9 and DM1 of the Core Strategy.

21) Notwithstanding the approved plans, within 3 months of the commencement of development a plan indicating the positions, design, materials and type of boundary treatment to be erected at the site shall be submitted to and approved in writing by the City Council as local planning authority. The boundary treatment relevant to each dwellinghouse shall be completed in accordance with the agreed details prior to the first occupation.

Reason - To ensure that the appearance of the development is acceptable to the City Council as local planning authority in the interests of the visual amenity of the area within which the site is located in order to comply with policies SP1 and DM1 of the Core Strategy.

22) Prior to first occupation of the dwellinghouses hereby approved, a maintenance agreement and scheme for the upkeep of incidental, communal areas of landscaping as identified within the 'Management Area' on approved drawing 2131 / MC / 01 shall be submitted to and agreed in writing by the City Council as Local Planning Authority. The submitted scheme shall include for A Habitat Management Plan as set out within section 5.8.1 of the approved Ecological Survey and Assessment. The approved agreement shall remain in operation at all times whilst the development is occupied.

Reason - To safeguard visual amenity and the character of the area and in the interest of enhancing the biodiversity of the site pursuant to policies DM1 EN9, EN15 and SP1 of the Manchester Core Strategy and paragraph 174d of the NPPF

23) The approved EV WALLPOD:EV READY electric vehicle charging points the details of which were received by the City Council as local planning authority on the 30/11/2021 shall be installed and operational within each residential plot prior to the first occupation of the dwellinghouses.

Reason - In the interest of air quality pursuant to policies SP1 and EN16 of the Manchester Core Strategy (2012).

24) The development hereby approved shall not be occupied or used until the Council as local planning authority has acknowledged in writing that it has received written confirmation of a Secured by Design accreditation.

Reason - To reduce the risk of crime, pursuant to policy DM1 in the Core Strategy Development Plan Document for the City of Manchester.

25) The Development shall be carried out in accordance with the measures outlined in Energy and Sustainability Report reference Rev B 21/10/2021 hereby approved. Prior to the occupation of the development, a verification report containing evidence that the agreed measures have been implemented should be submitted to and approved in writing by the City Council.

Reason - To ensure the development achieves the carbon reduction measures divulged within the submitted application documents pursuant to policy EN6 of the Core Strategy.

26) Notwithstanding the provisions of the Town and Country Planning (General Permitted Development) (England) Order 2015 (as amended) (or any order revoking and re-enacting that Order with or without modification) no part of the development shall be used for any purpose other than the purpose(s) of Class C3(a) of the Schedule to the Town and Country Planning (Use Classes) Order 1987 (as amended) (or in any provision equivalent to that Class in any statutory instrument revoking and re-enacting that Order with or without modification).

Reason - In the interests of residential amenity, to safeguard the character of the area and to maintain the sustainability of the local community through provision of accommodation that is suitable for people living as families pursuant to policies DM1 and H11 of the Core Strategy for Manchester and the guidance contained within the National Planning Policy Framework.

27) Notwithstanding the General Permitted Development Order 2015 as amended by the Town and Country Planning (Permitted Development and Miscellaneous Amendments) (England) (Coronavirus) Regulations 2020 or any legislation amending or

replacing the same, no further development in the form of upward extensions to the building shall be undertaken other than that expressly authorised by the granting of planning permission.

Reason - In the interests of protecting residential amenity and visual amenity of the area in which the development is located pursuant to policies DM1 and SP1 of the Manchester Core Strategy.

28) Notwithstanding the provisions of the Town and Country Planning (General Permitted Development) Order 2015 (or any order revoking and re-enacting that Order with or without modification) no extensions or additional development other than those hereby approved shall be erected under Part 1, Classes A (extensions) and E (outbuildings) of the Order without the prior written express consent of the City Council as Local Planning Authority.

Reason - Alterations to the proposed development could have an adverse impact on the surface water drainage system at the site contrary to the provisions of Core Strategy policy DM1 and EN14.

Informatives

Building Regulations 2010

This permission does not grant approval under Building Regulations.

Street Naming & Numbering Requirements

Manchester City Council is responsible for allocating street naming and numbering within Manchester for new developments or property conversions. Individuals or businesses are not permitted to allocate their own property numbers, building or street names.

If your development includes the creation of new dwellings (either new build or conversion of existing buildings), creation of new commercial properties or the subdivision of existing properties you must ensure that you request new or changes to addresses through us so they can be officially allocated and registered in accordance with the Public Health Act 1925 Sections 17-19 & Greater Manchester Act 1981 Section 22.

Failure to do this may result in difficulties for the developer/occupier when requiring services such as connections to utilities, phone lines and postal services and may delay your development.

You can apply online at the following address:

http://www.manchester.gov.uk/info/100011/roads_parking_and_transport/1988/naming_and_numbering_of_houses_buildings_streets_and_roads/2

Cadent Gas Ltd own and operate the gas infrastructure within the area of your development. There may be a legal interest (easements and other rights) in the land that restrict activity in proximity to Cadent assets in private land. The applicant must ensure that the proposed works do not infringe on legal rights of access and or restrictive covenants that exist.

If buildings or structures are proposed directly above the apparatus the development may only take place following diversion of the apparatus. The applicant should apply

online to have apparatus diverted in advance of any works, by visiting cadentgas.com/diversions

Prior to carrying out works, including the construction of access points, please register on www.linesearchbeforeudig.co.uk to submit details of the planned works for review, ensuring requirements are adhered to

The applicant is advised that any requirements for licensing, hoarding / scaffolding and any associated temporary traffic management arrangements will need discussion and agreement with MCC Highways Applications and Network Resilience teams via Contact Manchester (Tel. 0161 234 5004).

For highway adoption the highway will need to be carried out under a S38 Agreement (Highways Act 1980) to ensure that all elements of new highway infrastructure are constructed to acceptable and adoptable standards. This includes; layout, drainage, street-lighting, surfacing, signs, traffic calming, TROs, 20mph etc

A S278 agreement is required for works to the adopted highway - a deposit is required to begin the S278 application, additional costs will be payable and are to be agreed with S278 team. A hybrid S278/S38 agreement is available.

The minimum standard S38/S278 technical approval timescale is between 4-6 months, TRO's can take 10-12 months. An independent 'Stage 2' Road Safety Audit will be required; this may necessitate design changes with all costs attributable to the Developer.

DRAFT DECISION

Date:

Notes

1. This permission refers only to that required under the Town and Country Planning Act 1990 does not include any consent or approval under any other enactment, byelaw, order or regulation.

2 If the applicant is aggrieved by the decision of the local planning authority to refuse permission or approval for the proposed development, or to grant permission or approval subject to conditions, they may appeal to the Secretary of State in accordance with Section 78(1) of the Town and Country Planning Act 1990 within six months of the date of the notice of the decision.

The Planning Inspectorate have introduced an online appeals service that can be used to make appeals online. This service is available through the gov.uk website – www.gov.uk/planning-inspectorate. The Inspectorate will publish details of your appeal on the internet. Alternatively, if you are unable to access the online appeal form, please contact the Planning Inspectorate to obtain a paper copy of the appeal form on tel: 0303 444 5000.

The Secretary of State has power to allow a longer period for the giving of a notice of appeal but they will not normally be prepared to exercise this power unless there are special circumstances that excuse the delay in giving notice of appeal.

If you intend to submit an appeal that you would like examined by inquiry then you must notify the City Council (planning@manchester.gov.uk) and the Planning Inspectorate (inquiryappeals@planninginspectorate.gov.uk) at least 10 days before submitting the appeal. Further details are on GOV.UK.

3. The statutory requirements are those set out in Section 79(6) of the Town and Country Planning Act 1990, namely Sections 70(1) and 72(1) of the Act.

4. If either the local planning authority or the Secretary of State refuses permission to develop land or grants it subject to conditions, the owner may claim that they can neither put the land to a reasonably beneficial use in its existing state nor render the land capable of a reasonably beneficial use by the carrying out of any development which has been or would be permitted.

In these circumstances, the owner may serve a purchase notice on the Council in whose area the land is situated. This notice will require the Council to purchase his interest in the land in accordance with the provisions of Part VI of the Town and Country Planning Act 1990

5. In certain circumstances, a claim may be made against the local planning authority for compensation, where permission is refused or granted subject to conditions by the Secretary of State on appeal or on a reference of the application to them. The circumstances in which such compensation is payable are set out in Section 114 of the Town and Country Planning Act 1990.

SCHEDULE 3

The Owner's General Covenants

The Owner hereby covenants with the Council as follows:

1. To notify the Council in writing within 5 (five) Working Days of Commencement of Development that development has Commenced.
2. To pay the Contributions to the Council within five (5) Working Days of Commencement of Development.

SCHEDULE 4

The Council's Covenants

The Council hereby covenants with the Owner as follows:

- 1 To use the Contributions for the purpose for which they were paid and not otherwise.
2. To use any Affordable Housing Contribution for the provision of Affordable Housing within the Administrative Boundaries of Manchester and for no other purpose.
3. At the written request of the Owner to provide written confirmation of the discharge of the obligations contained in this Agreement when satisfied that such obligations have been performed within twenty (20) Working Days of receipt of the request.
4. The Council shall provide written details of any expenditure incurred by the Council using the Contributions within 20 Working Days of a written request to do so from the party/person who paid those Contributions to the Council.
5. To issue the Planning Permission within two (2) Working Days of the date hereof.

SCHEDULE 5

Affordable Housing

The definitions set out here shall apply to this Agreement in addition to those set out in Clause 1.

“Affordable Housing” shall have the same meaning given to it in policy H8 of the Core Strategy and in the NPPF Annex 2 Glossary (as may be updated or replaced with an equivalent policy from time to time) that will be available to persons who cannot afford to rent or buy housing generally available on the open market;

“Affordable Housing Contribution” a sum equivalent to the cost to the Owner of providing the number, size and type of Affordable Housing Unit(s) on the Site as would be required under policy H8 of the Core Strategy such sum to be calculated for any Affordable Housing Units approved by the Council under the Affordable Housing Scheme in respect of which an Affordable Housing Contribution becomes payable in accordance with the provisions of this Agreement by multiplying each of those Affordable Housing Units by the Relevant Discount applicable to those Affordable Housing Units;

“Affordable Housing Plan” the drawing entitled Affordable Housing Plan and numbered 2131/AHP/01 Rev C attached to the Agreement at Appendix 1;

“Affordable Housing Scheme” a written scheme to be submitted to and approved in writing by the Council for the provision of Affordable Housing Units on the Site as a whole in accordance with policy H8 of the Core Strategy and detailing the number size location occupancy criteria and tenure mix of the Affordable Housing Units together with the composition of the Affordable Housing Units on the Site as a whole;

“Affordable Housing Units” a total of 45 (forty-five) Dwellings which shall be designated as Affordable Housing under the Affordable Housing Scheme submitted by the Owner and approved by the Council and in accordance with the Planning Permission and are to be constructed according to at least the quality and design standards of the Regulator;

“Affordable Rent” means subject to rent controls that require a rent of no more than 80% of the local market rent (including service charges, where applicable) and which

in any event will not exceed the LHA and **“Affordable Rented”** shall be construed accordingly;

“Chargee” shall mean any 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 (howsoever appointed) including a housing administrator or any persons or bodies deriving title through such mortgagee of part or all of the Affordable Housing Units;

“Chargee’s Duty” the tasks and duties set out in paragraph 10 of this Schedule 5;

“Homes England” means the body that funds and regulates Affordable Housing Providers and such expression shall include successors to the functions and powers of Homes England;

“Local Housing Allowance” the rates determined by the Valuation Office Agency used to calculate housing benefit for tenants renting from private landlords, such rates being based on private market rents being paid by tenants in the Broad Rental Market Area and **“LHA”** shall be construed accordingly;

“Market Housing Units” that part of the Development which is general market housing for sale on the open market and which is not Affordable Housing;

“Open Market Value” the estimated amount for which the Affordable Housing Units would be sold on the open market as Market Housing Units between a willing buyer and a willing seller in an arm’s length transaction after proper marketing wherein the parties had each acted knowledgeably, prudently and without compulsion;

“Protected Tenant” any tenant who:

- (a) has exercised the right to acquire pursuant to the Housing and Regeneration Act 2008 or any statutory provision for the time being in force (or any equivalent contractual right) in respect of a particular Affordable Housing Unit;
- (b) has exercised any statutory right to buy (or any equivalent contractual right) in respect of a particular Affordable Housing Unit;

- (c) has entered into a Shared Ownership Lease with a Registered Provider (or similar arrangement where a share of the Affordable Housing Unit is owned by the tenant and a share is owned by the Registered Provider) in respect of a particular Affordable Housing Unit and the tenant has subsequently purchased from the Registered Provider all the remaining equity so that the tenant owns the entire Affordable Housing Unit;

“Registered Provider” or “RP” means either a registered social landlord as defined in the Part 1 of the Housing Act 1996 who is registered with the Regulator pursuant to s 3 of the Housing Act 1996 and has not been removed from that register pursuant to s 4 of Housing Act 1996 or a provider of social housing as defined in s 80 of the Housing and Regeneration Act 2008 who is registered with the Affordable Housing Regulator pursuant to s111 of the Housing and Regeneration Act 2008 and has not been removed from the register;

“Regulator” means the body known as the Regulation Committee of Homes England, also known as the Regulator of Social Housing, or any successor organisation or body which regulates Registered Providers;

“Relevant Discount” the percentage of Open Market Value as to be applied to each tenure type of Affordable Housing Unit, such sums to be:

- a) 45% (forty five per cent) of Open Market Value for Affordable Housing Units let at an Affordable Rent; and
- b) 25% of Open Market Value for Affordable Housing Units disposed of under a Shared Ownership Lease;

“Rented Housing Unit” any Affordable Housing Unit to be constructed to the same overall standard in terms of quality and finish as comparable units for sale as Market Housing Units and disposed to an RP under the terms of this Agreement for letting at an Affordable Rent on assured tenancies or assured shorthold tenancies in accordance with the relevant provisions of the Housing and Regeneration Act 2008 and marketed in accordance with guidance issued by HE (or successor body) from time to time and **“Rented Housing Units”** shall be construed accordingly;

“Right to Acquire” the right of a tenant to acquire the Affordable Housing Unit of which they are a tenant provided and governed by section 180 of the Housing Act

1985 and modified by the Housing (Right to Acquire) Regulations 1997 as the same may be modified or as contained in any replacement of the same;

“Right to Buy” the right of a tenant to buy the Affordable Housing Unit of which they are a tenant provided:

- a) under the Housing Act 2005 and under the Housing and Planning Act 2016 as the same may be modified or as contained in any replacement of the same, or
- b) any equivalent contractual right,
- c) any extension of the Right to Buy to tenants of Registered Providers either through a voluntary scheme brought in by a Registered Provider or by government legislation as the same may be modified or contained in any replacement of the same;

“RP Sale Price” a price at which taking into account any subsidy available to RP can purchase the Affordable Housing Units or any of them in any Phase and manage them as Affordable Housing;

“Shared Ownership Unit” means the Affordable Housing sold and leased by a Registered Provider on Shared Ownership Terms in a Shared Ownership Lease;

“Shared Ownership Lease” a lease the terms of which provide for ownership to be shared between the occupier and a landlord under which the occupier owns part of the equity in the leasehold title and pays a rental on the balance of the equity held in the leasehold interest. Permitting Staircasing up to 100%. Such ownership by the occupier shall not be more than 75% (seventy five per cent) of the equity when measured against full Open Market Value of the relevant Affordable Housing Unit;

“Shared Ownership Terms” means the terms of a disposal contained in model Shared Ownership Leases published by Homes England from time to time whereby (i) a Registered Provider sells shares in the equity of a dwelling to an Eligible Purchaser (the initial share being between 25% and 75%) who pays rent upon the remainder and (ii) Staircasing to 100% of the equity of the dwelling is permitted;

“Staircasing” means the exercise by the owner-occupier of a Shared Ownership Unit of the right to purchase additional equity shares up to 100% of the entire interest in

the Dwelling after which the rent payable on any equity share retained by the Registered Provider shall be reduced proportionally and “Staircase” shall be construed accordingly;

“Staircasing Receipts and Other Affordable Housing Receipts” any receipts received by the Owner following disposal arising from Right to Buy, Right to Acquire (or equivalent) or arising in respect of a Shared Ownership Lease as a result of Staircasing by the tenant;

The Owner hereby covenants with the Council as follows:

1. Prior to Commencement of Development in any Phase to submit to the Council for its written approval the Affordable Housing Scheme such scheme to detail the following:
 - 1.1. 20% (twenty per cent) of the total number of Dwellings approved under the Planning Permission for the Development of the Site as a whole or when aggregated over all Phases to be Affordable Housing Units;
 - 1.2. the tenure mix of the Affordable Housing Units to be provided in that Phase provided that the Affordable Housing Units within that Phase shall comprise:
 - 1.2.1. no less than **25%** (twenty-five percent) for letting at an Affordable Rent; and
 - 1.2.2. no more than **75%** (seventy-five percent) to be disposed of under a Shared Ownership Lease;
 - 1.3. the location type and size of the Affordable Housing Units to be provided shall be in accordance with the Affordable Housing Plan unless otherwise agreed in writing by the Council;
 - 1.4. the arrangements to be put in place to ensure that the Affordable Housing Units are affordable for both initial and subsequent occupiers; and

- 1.5. the occupancy criteria to be used for determining the identity of prospective and successive occupiers of the Affordable Housing Units and the means by which such occupancy shall be enforced.
2. Not to Commence Development on any Phase until the Affordable Housing Scheme for that Phase has been submitted to and approved in writing by the Council.
3. To provide the Affordable Housing in accordance with the approved Affordable Housing Scheme.
4. Prior to Commencement of Development in any Phase to make offers to sell the freehold interest of the Affordable Housing Units in that Phase at the RP Sale Price in accordance with the approved Affordable Housing Scheme to a minimum of 2 (two) RPs, such RPs to be agreed by the prior written approval of the Council.
5. Any sale pursuant to an offer made in accordance with Paragraph 4 shall be with full title guarantee free from encumbrances or other obligations and with the benefit of full unrestricted rights of access over any access roads to be built to a standard capable of adoption by the Highway Authority from the boundary of the Affordable Housing Units to an adopted highway (and vice versa) and full unrestricted rights for all services and conducting media and drains or sewers to be laid or constructed to or adjacent to the boundary of the Affordable Housing Units to a standard capable of adoption by the respective service providers.
6. In the event of the earlier of:
 - 6.1. all RPs to whom offers in accordance with Paragraph 4 are made declining to accept the transfer of the Affordable Housing Units in accordance with the offer made to it; or
 - 6.2. Six (6) months expiring from the date of receipt of the detailed offer documentation by the RPs without a binding acceptance of the offer made by any of them within that period;

then the Owner shall pay to the Council the Affordable Housing Contribution in the following instalments:

(a) 50% (fifty per cent) on Occupation of 30% (thirty per cent) of the Dwellings on the Site or in that Phase (as appropriate); and

(b) 50% (fifty per cent) on Occupation of 80% (eighty per cent) of the Dwellings on the Site or in that Phase (as appropriate);

the Affordable Housing Contribution to be calculated in respect of Paragraph 6(a) on the date that 30% (thirty per cent) of the Dwellings on the Site or in that Phase (as appropriate) are Occupied and in respect of Paragraph 6(b) on the date that 80% (eighty per cent) of the Dwellings on the Site or in that Phase (as appropriate) are Occupied.

7. In the event that the Affordable Housing Contribution is paid to the Council pursuant to Paragraph 6 above, those Affordable Housing Units can be sold as Market Housing Units and will be free from the affordable housing provisions set out in this Schedule 5.
8. Not to allow Occupation of more than 30% (thirty per cent) of the Market Housing Units on the Site or in that Phase (as appropriate) until the first Affordable Housing Unit on the Site or in that Phase (as appropriate) has been completed in accordance with the Planning Permission and the Affordable Housing Scheme and made ready for Occupation and written notification of such has been given to the Council or the Owner has paid the relevant amount of Affordable Housing Contribution as set out in Paragraph 6 above.
9. Not to allow Occupation of more than 95% (ninety five per cent) of the Market Housing Units in Phase 1 until all Affordable Housing Units in that Phase 1 have been completed in accordance with the Planning Permission and the Affordable Housing Scheme and made ready for Occupation and written notification of such has been given to the Council or the Owner has paid the relevant amount of Affordable Housing Contribution as set out in Paragraph 6 above.
10. Not to allow Occupation of more than 60% (sixty per cent) of the Market Housing Units in Phase 2 until all Affordable Housing Units in that Phase 2 have been completed in accordance with the Planning Permission and the Affordable Housing Scheme and made ready for Occupation and written notification of

such has been given to the Council or the Owner has paid the relevant amount of Affordable Housing Contribution as set out in Paragraph 6 above.

11. From the date of Practical Completion of the Affordable Housing Units they shall not be used other than for Affordable Housing save that this obligation shall not be binding on:

- 11.1. 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 their respective mortgagees and chargees; or

- 11.2. any Chargee provided that the Chargee shall have first complied with the Chargee's Duty and any person deriving title from the Chargee or any successor in title thereto and their respective mortgagees and chargees; or

- 11.3. any purchaser from a mortgagee of an individual Affordable Housing Unit pursuant to any default by the individual mortgagor and any person deriving title from that purchaser or any successor in title thereto and their respective mortgagees and chargees; or

- 11.4. any purchaser or successor in title or any mortgagee of an individual unit sold as Market Housing Unit in accordance with Paragraph 7 of this Schedule 5.

12. The Chargee shall prior to seeking to dispose of the Affordable Housing Units pursuant to any default under the terms of its mortgage or charge give not less than one month's prior notice ("Chargee's Notice") to the Council of its intention to dispose and:

- 12.1 in the event that the Council responds within one month from receipt of the Chargee's Notice ("the Council's Notice") indicating that arrangements for the transfer of the Affordable Housing Units can be made in such a way as to safeguard them as Affordable Housing and to satisfy the terms of the mortgage or charge then the Chargee shall co-operate with such arrangements and use its reasonable endeavours to secure such transfer; or

- 12.2 if the Council does not serve its response to the Chargee's Notice within the one month period referred to above at paragraph 12.1 then the Chargee shall be entitled to dispose of the Affordable Housing Units or any part thereof free from the restrictions set out in this Schedule; or
- 12.3 if the Council or any person nominated by the Council cannot within two months of receipt of the Council's Notice secure completion of such transfer (so that for the avoidance of doubt there shall be a total of only 3 months from the Chargee's Notice to completion of such transfer) then provided the Chargee shall have complied with its obligations under paragraph 12.1 the Chargee shall be entitled to dispose of the Affordable Housing Units or any part thereof free from the restrictions set out in this Schedule which shall absolutely determine.
- 12.4 provided that at all times the rights and obligations in this Paragraph 12 shall not require the Chargee to act contrary to its duties under the charge or mortgage and in particular (but without limitation) the Chargee shall not be obliged to transfer, let or otherwise dispose of the Affordable Housing Units or any part thereof for a consideration less than the full amount outstanding under the legal charge or mortgage, plus all interest, costs and expenses.
- 13 Unless required by the Homes England to do otherwise not to use any Staircasing Receipts and Other Affordable Housing Receipts other than towards the provision of Affordable Housing within the Administrative Boundaries of Manchester.

APPENDIX 1

PLAN

AFFORDABLE HOUSING PLAN

THE COMMON SEAL of **THE COUNCIL OF THE CITY OF MANCHESTER** was hereunto affixed in pursuance of an Order of the Council of the said City:

AUTHORISED SIGNATORY

The **COMMON SEAL** of **LTE GROUP** was hereunto affixed pursuant to its Constitution and a resolution of its Board in the presence of:-

Authorised Signatory.....

Authorised Signatory.....

EXECUTED AS A DEED by MILLER HOMES LIMITED

acting by ~~two Directors or one Director and the Company Secretary~~
in the presence of a witness:

DIRECTOR

Signature:

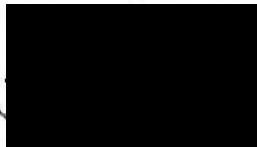


Name (in block capitals)

STEWART LYNES

~~DIRECTOR / COMPANY SECRETARY~~

Signature:



(witness)

Name (in block capitals)

JOYCE MORRISON, MILLER HOUSE, 2 LOCHSIDE VIEW, EDINBURGH EH12 9DH

SIGNED AS A DEED by SANTANDER UK PLC

acting by its Attorney

Attorney signature

Attorney name

in the presence of:

Witness signature:

Witness name:

Witness address:

Witness Occupation:

DATED

17th December 2021

THE COUNCIL OF THE CITY OF MANCHESTER

- and -

LTE GROUP

- and -

MILLER HOMES LIMITED

-and-

SANTANDER UK PLC

AGREEMENT

**pursuant to section 106 of the Town and
Country Planning Act 1990 (as amended)
relating to Land at Manchester College,
Arden Centre, Sale Road, Manchester**

City Solicitor
P O Box 532
Town Hall
Albert Square
Manchester
M60 2LA

THIS AGREEMENT is made the
2021

17th day of December

BETWEEN:

- (1) **THE COUNCIL OF THE CITY OF MANCHESTER** of Town Hall, Albert Square, Manchester, M60 2LA (the "**Council**");
- (2) **LTE GROUP** being a further education corporation established on 1 August 2008 with the name of The Manchester College under Section 16(1)(a) of the Further and Higher Education Act 1992 by virtue of The Manchester College (Incorporation) Order 2008 SI2008 No.49 and which changed its name on 1 June 2017 to LTE Group with the consent of the Secretary of State for Education whose principal office is at of Openshaw Campus, Administration Centre, Ashton Old Road, Manchester M11 2WH (the "**Owner**");
- (3) **MILLER HOMES LIMITED** (incorporated in Scotland with company number SC255429) whose registered office is at Miller House, 2 Lochside View, Edinburgh Park, Edinburgh, EH12 9DH (the "**Developer**"); and
- (4) **SANTANDER UK PLC** (incorporated in England with company number 2294747) whose registered office is at 2 Triton Square, London, NW1 3AN (the "**Mortgagee**").

BACKGROUND

- A The Council is the local planning authority for the purposes of the Act in relation to the Site and is the authority by whom the obligations hereby created are enforceable. The Development will be carried out on the Site. The Site is situated within the Administrative Boundaries of Manchester and this planning obligation is enforceable by the Council.
- B The Owner is the freehold owner of the Site registered at the Land Registry with Title Absolute under Title Number GM893106 together with but subject to all matters contained or referred to in the Title Registers thereunder.

- C The Developer has an interest in the Site pursuant to a contract to purchase dated 11th June 2021.
- D The Mortgagee has the benefit of a legal charge dated 26th February 2020 registered against Title Number GM893106.
- E The Council has the benefit of a legal charge dated 26th February 2020 registered against Title Number GM893106.
- F The Application was submitted to the Council for planning permission to carry out the Development in the manner set out in the plans, specifications and particulars forming part of the Application.
- G The Council as local planning authority is satisfied that the Development is such as may be approved by the Council under the Act and is minded to grant planning permission for the Development in accordance with the Application but having considered the Local Plan and the Regulations is desirous of the Owner entering into this Agreement without which planning permission would not be granted.
- H The application of Policy H8 of the Core Strategy to the Development means that there is a requirement to provide Affordable Housing. The Council has determined that in accordance with Policy H8 20% of the Dwellings on Site must be Affordable Housing.
- I The Owner has agreed to enter into this Agreement in support of the Application so as to create planning obligations in favour of the Council pursuant to section 106 of the Act and to be bound by and observe and perform the covenants hereinafter contained.
- J The planning purposes of this Agreement are to improve the amenity of land in the locality of the Site with benefit for the occupiers of the Development and to mitigate the adverse impacts of the Development and to provide affordable housing in accordance with Policy H8 of the Core Strategy in accordance with the development plan for the area and other material considerations. The Council is satisfied that the obligations in this Agreement are:
 - (a) necessary to make the Development acceptable in planning terms (including where appropriate, obligations necessary to mitigate the

adverse impacts of the Development in accordance with the development plan for the area and other material considerations);

- (b) directly related to the Development; and
- (c) fairly and reasonably related in scale and kind to the Development

AGREED TERMS

1. DEFINITIONS AND INTERPRETATION

- 1.1 The definitions and rules of interpretation set out in this Clause apply to this Agreement.

"Act" the Town and Country Planning Act 1990 as amended by the Planning and Compensation Act 1991 and the Planning and Compulsory Purchase Act 2004 and the Planning Act 2008;

"Administrative Boundaries of Manchester" all the wards that together comprise the city of Manchester;

"Agreement" shall mean this agreement;

"Application" the application to which the Council gave the reference 131147/FO/2021 for planning permission for the erection of 224 no. dwellings (Use Class C3) with associated access, landscaping, parking and other works following demolition of existing buildings;

"Bus Shelter Contribution" the sum of £17,395 (seventeen thousand three hundred and ninety-five pounds) Index Linked towards the provision of a bus shelter on Sale Road to enhance sustainable travel to and from the Site;

"Commencement of Development" the date upon which the Development shall begin by the carrying out of a material operation in accordance with the provisions of section 56(4) of the Act and **"Commence"**, **"Commencement"** and **"Commenced"** shall be construed accordingly. Commencement will be deemed to have taken place whether it takes place on the Site or on the land adjacent to the Site;

"Contributions" the Bus Shelter Contribution; the Open Space Contribution and the Pedestrian Crossing Contribution;

“Core Strategy” means the Manchester Core Strategy (adopted 11th July 2012) which is the key document in the Council’s Local Development Framework and details the Council’s vision for the development of Manchester during the period 2012 to 2027

“Development” the development undertaken on the Site pursuant to the Planning Permission as specified in the Application and the term “Developed” shall be construed accordingly;

“Dwelling” a unit of accommodation to be constructed on the Site as part of the Development pursuant to the Planning Permission and **“Dwellings”** shall be construed accordingly.

“Expert” a professional expert in town planning, who is a Chartered Member of the Royal Town Planning Institute with a minimum of ten (10) years post-qualification experience.

“Index Linked” adjusted on an annual basis or pro rata per diem from the date of this Agreement to the relevant date of payment in accordance with the Retail Price Index and “Index Linking” shall be construed accordingly.

“Interest” interest at 4% (four per cent) above the base lending rate of the Bank of England from time to time.

“Local Plan” includes the Core Strategy adopted by Manchester City Council on 11 July 2012, the extant Unitary Development Plan policies and all other relevant strategic planning documents adopted by Manchester City Council;

“Management Fee” shall mean 15% of the planning application fee which equates to £7113.45 to be used for the purpose of monitoring and reporting on the delivery of this Agreement and the Planning Obligations contained herein;

“NPPF” the National Planning Policy Framework issued in July 2021 being the framework setting out the Government’s planning policies for England and how these are expected to be applied as may be amended or any replacement of the same.

"Occupation" means occupation of any part of the Development for the purposes permitted by the Planning Permission but does not include use by personnel whilst engaged in construction, fitting out or decoration of the Dwellings or occupation for marketing or display or occupation in relation to security operations and "Occupy" and "Occupied" shall be construed accordingly;

"Open Space Contribution" the sum of four hundred and ninety eight thousand pounds (£498,000.00) Index Linked to contribute towards replacement pitch provision in the vicinity of the Site;

"Pedestrian Crossing Contribution" the sum of one hundred and twenty-five thousand pounds (£125,000.00) Index Linked to contribute towards the provision of a signalised pedestrian crossing facility on Sale Road in the vicinity of the Site;

"Phase" a part of the Development to be constructed on the Site identified in the Affordable Housing Plan and "Phases" shall be construed accordingly;

"Phase 1" a part of the Development to be constructed on the Site identified in the Affordable Housing Plan and shown as "phase 1";

"Phase 2" a part of the Development to be constructed on the Site identified in the Affordable Housing Plan and shown as "phase 2";

"Plan" the plan with reference LOC 001 attached to the Agreement at Appendix 1;

"Planning Obligations" shall mean the obligations of the Owner specified in the Schedules;

"Planning Permission" the planning permission granted pursuant to the Application substantially in the form as appended at Schedule 2 and as may be amended by any non-material amendment;

"Regulations" the Community Infrastructure Levy Regulations 2010.

"Retail Price Index" twelve (12) month percentage change in the All Items Retail Price Index published by the Office for National Statistics Centre and in

the Monthly Digest of Statistics (or contained in any official publication substituted therefor) or such other index as may from time to time be published in substitution therefor.

"Site" the property described in Schedule 1 and shown for the purposes of identification only edged red on the Plan.

"Working Day" means any day except Saturday Sunday or a bank holiday and reference to "Working Days" shall be construed accordingly.

- 1.2 The Clause headings do not affect this interpretation.
- 1.3 Unless otherwise indicated, references to Clauses and Schedules are to Clauses of and Schedules to this Agreement and references in a Schedule to a Part or Paragraph are to a Part or Paragraph of that Schedule.
- 1.4 References to any statute or statutory provision include reference to:
 - 1.4.1 all Acts of Parliament and all other legislation having legal effect in the United Kingdom as directly or indirectly amended, consolidated, extended, replaced or re-enacted by any subsequent legislation; and
 - 1.4.2 any orders, regulations, instruments or other subordinate legislation made under that statute or statutory provision.
- 1.5 Except for the provisions of Clause 9 references to the Site include any part of it.
- 1.6 References to any party in this Agreement include the successors in title of that party. In addition, references to the Council include any successor local planning authority exercising planning powers under the Act and any successor local highway authority exercising powers under the Highways Act 1980.
- 1.7 "Including" means "including, without limitation".
- 1.8 Any covenant by the Owner or the Council not to do any act or thing includes a covenant not to permit or allow the doing of that act or thing.

- 1.9 If any provision is held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remainder of this Agreement is to be unaffected.
- 1.10 Words importing the singular meaning where the context so admits include the plural meaning and vice versa.
- 1.11 Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed interchangeable in that manner.

2. PLANNING OBLIGATION

This Agreement is made pursuant to section 106 of the Act, section 111 of the Local Government Act 1972, section 1 of the Localism Act 2011 and all other enabling legislation and is a planning obligation for the purposes of section 106 of the Act, with the intent that covenants hereinafter contained shall be enforceable by the Council acting under the powers contained in section 106 or such other enabling powers against the Owner.

3. CONDITION PRECEDENT

This Agreement is conditional upon the grant of the Planning Permission and Commencement of Development save for the provisions of Clauses 9, 12, 16, 18 and 19 which shall have immediate effect.

4. CONDITION SUBSEQUENT

If the Planning Permission for the Development has not been implemented by the carrying out of a material operation in accordance with the provisions of sections 56, 91 and 93 of the Act or is revoked or modified in whole or in part (other than in approval of an application by or on behalf of the Owner) or quashed or declared unlawful as a result of legal proceedings then this Agreement 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.

5. THE OWNER'S COVENANTS

The Owner on behalf of itself and any person 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 on his part contained in this Agreement including those obligations set out in Schedule 3 and Schedule 5 and hereby agrees that the Site shall be permanently subject to the obligations, restrictions and provisions specified herein, such obligations being planning obligations for the purpose of section 106 of the Act except where such obligations have been complied with they will no longer be enforceable by the Council against the Owner.

6. THE COUNCIL'S COVENANTS

The Council hereby covenants with the Owner to observe and perform the obligations on its part in this Agreement including those obligations set out in the Schedule 4.

7. DISPUTE RESOLUTION

- 7.1 In the event of any dispute arising in connection with any of the terms of this Agreement other than a dispute involving the construction or interpretation of the terms of this Agreement or the enforcement of any decision pursuant to this Clause, the same shall unless the Council and the Owner otherwise agree be referred to an Expert to be appointed by agreement between the Council and the Owner.
- 7.2 If the Council and the Owner are unable to agree on the appointment of an Expert within thirty (30) days of one party serving notice on the other calling for the appointment of an Expert, then an Expert shall be appointed on the application of either party to the President for the time being of the Royal Town Planning Institute.
- 7.3 Any reference of a dispute to an Expert shall if the parties are agreed in writing be deemed to be a reference to an expert (and not to an arbitrator) whose decision shall be final and binding (save for manifest error) but shall otherwise be deemed to be a reference to an arbitrator pursuant to the Arbitration Act 1996 and any statutory amendment variation substitution or re-enactment thereof.

- 7.4 Any party to this Agreement shall be entitled to submit to the Expert representations and cross-representations with such supporting evidence as they shall respectively consider necessary and the Expert shall have regard thereto in making his decision which shall be delivered in writing. The reference of any dispute shall include authority to determine in what manner all the costs of the referral shall be paid.

8. WAIVER

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

9. CHANGE IN OWNERSHIP & LIABILITY

- 9.1 The Owner agrees with the Council to give the Council immediate written notice of any change in ownership of any of its interest in the Site occurring before all the obligations under this Agreement 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 unless the purchase relates to the individual plot purchases of Dwellings on the Site.

- 9.2 No person shall be liable for any breach, non-performance and non-observance of the covenants, obligations and restrictions contained in this Agreement after it shall have parted with its entire interest in the Site but without prejudice to liability for any subsisting breach arising prior to parting with such interest nor shall this hinder or preclude the Council's rights as the Local Planning Authority to require that the breach, non-performance or non-observance be remedied after that person has parted with its interest in the Site.

10. COUNCIL'S CONSENT OR APPROVAL

Where in this Agreement the consent, agreement or approval of the Council is required to be given by the Council, the Council confirms that such consent, agreement or approval shall not be unreasonably withheld or delayed provided that this shall not fetter the proper discretion of the Council.

11. EXCLUSIONS

The covenants contained in this Agreement shall not be enforceable against:

- 11.1 individual purchasers or lessees (or their mortgagees) of Market Housing Units (defined in Schedule 5) on the Site constructed pursuant to the Planning Permission; or
- 11.2 any Chargee (defined in Schedule 5) of a Registered Provider or of an individual owner occupier of Affordable Housing Units and any individual owner occupier of Affordable Housing Units save for the provisions set out in Schedule 5; or
- 11.3 any statutory undertaker(s) in relation to any parts of the Site acquired by them for electricity sub-stations gas governor stations or pumping stations or against anyone whose only interest in the Site or any part of it is in the nature of the benefit of an easement or covenant nor against all those deriving title from the aforesaid;
- 11.4 and any successor in title including mortgagees or chargees of those referred to in clause 11.1 -11.3 above (save that a mortgagee or chargee of an Affordable Housing Unit shall be bound by the provisions of Schedule 5).

12. LOCAL LAND CHARGE AND LAND REGISTRY ENTRY

This Agreement is a Local Land Charge and shall be registered as such by the Council.

13. NON-PROHIBITION ON DEVELOPMENT

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

14. THE CONTRACTS ACT

Save as provided in respect of the successors in title to the Site or any successor to the relevant statutory functions of the Council this Agreement shall not be enforceable by any third party pursuant to the Contracts (Rights

of Third Parties) Act 1999 and no third party shall acquire any benefit rights or claims whatsoever pursuant thereto.

15. COMMUNICATION

15.1 Any notice or document to be served on or sent pursuant to this Agreement shall either be delivered personally or sent by recorded delivery service

15.2 to the Council and addressed to the City Solicitor at the Council's address first above written;

15.3 to the Owner, the Developer and the Mortgagee respectively at their registered office address.

16. FEES

16.1 The Developer shall pay forthwith to the Council its legal fees reasonably and properly incurred in preparation of this Agreement up to the sum of £5,000.

16.2 Receipt by the Council of the payment of such sum shall not create any lawyer-client type contractual relationship between the Council and the Owner nor absolve the Owner from any liability or obligation imposed upon them by the terms of this Agreement or by statute or at common law.

16.3 The Developer shall pay the Management Fee to the Council on the date hereof.

17. INTEREST

If any payment due under this Agreement is paid late Interest will be payable from the date payment is due to the date that payment is received.

18. JURISDICTION

This Agreement is governed by and interpreted in accordance with the law of England.

19. COMPLETION

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

20. MORTGAGEE

- 20.1 The Mortgagee consents to this Agreement being entered into with the intention that its interest in the Site will be bound by the terms of this Agreement as if this Agreement had been executed and registered as a local land charge before the execution of the legal charge.
- 20.2 Notwithstanding clause 20.1, the Mortgagee will not incur any liability for any breach of the obligations contained in this Agreement unless and until they become a mortgagee in possession of the Site or any part of it.

21. DEVELOPER

The Developer hereby consents to the Owner entering into this Agreement and acknowledges that upon their attaining a legal estate in the Site its interest in the Site will be bound by the planning obligations in this Agreement.

22. COUNTERPARTS

- 22.1 This Agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicated original, but all the counterparts shall together constitute the one agreement
- 22.2 Transmission of an executed counterpart of this Agreement by email in PDF format by a party to each of the other parties shall take effect as delivery of an executed counterpart of this Agreement.
- 22.3 Without prejudice to the validity of the Agreement thus made, each of the parties shall provide the Council with the original of such counterpart as soon as reasonably possible thereafter and in any event within 4 weeks of the date of this Agreement.
- 22.4 No counterpart shall be effective until each party to this Agreement has executed and delivered at least one counterpart and that counterpart has been delivered to each of the other parties to this Agreement and acknowledgement of receipt of those counterparts has been received by email from each of the other parties.

EXECUTED as a deed by the parties on the day and year first hereinbefore appearing.

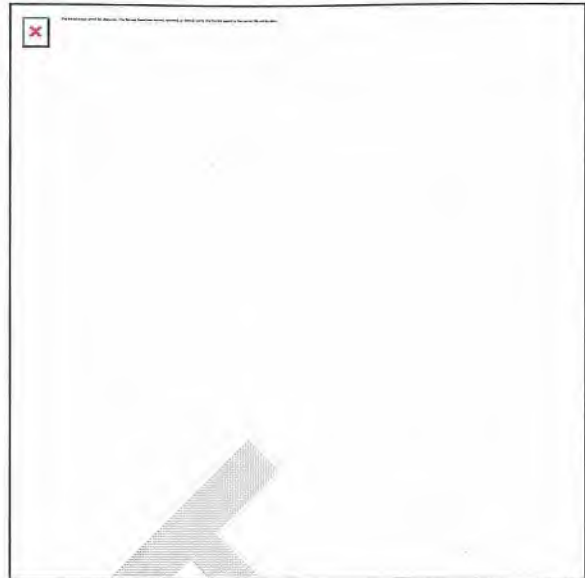
SCHEDULE 1

The Site

Land at Manchester College, Arden Centre, Sale Road, Manchester and shown for the purposes of identification only edged red on the Plan.

SCHEDULE 2

Draft Planning Permission



Town & Country Planning Act 1990 (as amended)

Planning Permission

Applicant

Miller Homes North West
103 Dalton Avenue
Birchwood Park
Warrington
WA3 6YF

Agent (if used)

Miss Kerry Walker
Pegasus Group
Queens House
Queen Street
Manchester
M2 5HT

Part 1 – Particulars of the application/development

Proposal: Erection of 224 no. dwellings (Use Class C3) with associated access, landscaping, parking and other works following demolition of existing buildings

Location: Manchester College Arden Centre , Sale Road, Manchester, M23 0DD

Date of application: 21 July 2021

Application number: 131147/FO/2021

Part 2 – Particulars of decision

Manchester City Council gives notice that the development referred to in Part 1 has been **Minded to Approve** in accordance with the application and plans submitted subject to the condition(s) listed below (if any).

Article 35 Declaration

The application has been considered in a positive and proactive manner as required by The Town and Country Planning (Development Management Procedure) (England) Order 2015 and any problems and/or issues arising in relation to dealing with the application have been communicated to the applicant.

Condition(s) attached to this decision

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

Reason - Required to be imposed pursuant to Section 91 of the Town and Country Planning Act 1990.

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

Indicative Streetscenes A-C: Reference: 20052 (PL) 300 D; Indicative Streetscenes D - E: Reference: 20052 (PL) 301 D as received by the City Council as local planning authority on the 03/11/2021

Landscape Masterplan: Reference: 3882 101 E; Landscape Layout (1 of 2): Reference: 3882 102 E ; Landscape Layout (2 of 2): Reference: 3882 103 E; Wilson Housetype: Reference: 20052 (PL) 100 F; Burnett Housetype: Reference: 20052 (PL) 101 F; Dalton Housetype: Reference: 20052 (PL) 102 D; Burgess Housetype: Reference: 20052 (PL) 103 E; McKellen Housetype: Reference: 20052 (PL) 104 E; Joule Housetype: Reference: 20052 (PL) 105 E ; Winterson Housetype: Reference: 20052 (PL) 106 D ; Lowry Housetype: Reference: 20052 (PL) 107 D; Turing Housetype: Reference: 20052 (PL) 108 D; Gaskell Housetype: Reference: 20052 (PL) 109 D; Pankhurst Housetype: Reference: 20052 (PL) 110 E; Winterson Detail Sheet; Burnett Detail Sheet; Boundary Treatment Plan: Reference: 2131 / BT / 01 Rev C

All received by the City Council as local planning authority on the 01/11/2021

Proposed Overall Site Layout (Colour): Reference: 2131 / SL /01 Rev I as received by the City Council as local planning authority on the 28/10/2021

Build Route, Compound Location and Phasing Plan Reference: 2131/ROB/01 Rev B; Proposed Overall Site Layout: Reference: 2131/SL/01 Rev I; Management Plan: Reference: 2131/MC/01 Rev A; Surface Materials Layout: Reference: 2131/SML/01 Rev C; Waste Management Plan: Reference: 2131/WMP/01 Rev A; Adoptable Drainage Layout 40-01 Rev P1; All as received by the City Council as local planning authority on the 25/10/2021

Flood Risk Assessment (October 2021): Reference: 882187 -R1 (02)-FRA - as received by the City Council as local planning authority on the 27/10/2021

Drainage Technical Note prepared by RSK Ref: 882187 LLFA L02 dated 21st October 2021, Adoptable Drainage Layout: Reference: 882187 40-01 P1 both as received by the City Council as local planning authority on the 25/10/2021

Design and Access Statement Addendum (October 2021): Reference: 20052 PL 500 Rev H as received by the City Council as local planning authority on the 05/11/2021

Construction Environmental Management and Demolition Plan: Miller Homes Rev: A as received by the City Council as local planning authority on the 28/10/2021

Transport Assessment (October 2021): Reference: 3225TA.04 as received by the City Council as local planning authority on the 25/10/2021

Energy and Sustainability Statement: Rev B 21/10/2021 as received by the City Council as local planning authority on the 22/10/2021

Revised Playing Field Mitigation Report: Reference 3-023-2021 Final Version 20.10.2021 as received by the City Council as local planning authority on the 20/10/2021.

Ground Investigation Report for Northenden College, Northenden Jan 2021
REPORT NO: 20MIL039/GI prepared by Betts Geo; Phase 1 Environmental Report TMC Northenden Campus, Wythenshawe, REC REFERENCE: 108393P1R0 October 2019; Phase II Geoenvironmental Site Assessment Northenden College Reference:13-969-R1-1 Date: July 2020 and accompanying information prepared by e3p; Ecological Survey and Assessment May 2021 prepared by ERAP ref: 2020-272; Dusk Emergence Survey for Bat Activity June 2021 prepared by ERAP ref: 2020-272b; Demolition plan reference DMP/01; Crime Impact Statement Version A ref 2009/0462/CIS/01; Broadband Statement Revision V0; Air Quality Assessment April 2021 prepared by Wardell Armstrong ; Wythenshawe Park Earthworks and drainage STRI report dated 16th May 2021; All as received by the City Council as local planning authority on the 21st July 2021

Planting Plan (1 of 5) Reference 3882 201 Rev A; Planting Plan (2 of 5) Reference 3882 202 Rev A; Planting Plan (3 of 5) Reference 3882 203 Rev A; Planting Plan (4 of 5) Reference 3882 204 Rev A and Planting Plan (5 of 5) Reference 3882 205 Rev A received by the City Council as local planning authority on the 5th November 2021

Arboricultural Impact Assessment: Reference: P.846.17 Rev C as received by the City Council as local planning authority on the 09/11/2021

Noise Assessment June 2021 Report No P20-540-R02v1 November 2021 prepared by Hepworth Acoustics as received by the City Council as local planning authority on the 10th November 2021

Bat and Bird Box Plan: Reference: ERAP Ltd. 2020-272 V4 (CH) as received by the City Council as local planning authority on the 16th November 2021

Rolec EV WALLPOD:EV READY information sheet as received by the City Council as local planning authority on the 30/11/2021

Materials Layout reference 2131 / ML / 01 Rev A as received by the City Council as local planning authority on the 01/12/2021

Reason - To ensure that the development is carried out in accordance with the approved plans. Pursuant to policies SP1 and DM1 of the Core Strategy.

3) a) Prior to the commencement of the development, details of a Local Benefit Proposal, in order to demonstrate commitment to recruit local labour for the duration of the construction of the development, shall be submitted for approval in writing by the City Council, as Local Planning Authority. The approved document shall be implemented as part of the construction of the development. In this condition a Local Benefit Proposal means a document which includes:

- i) the measures proposed to recruit local people including apprenticeships
- ii) mechanisms for the implementation and delivery of the Local Benefit Proposal
- iii) measures to monitor and review the effectiveness of the Local Benefit Proposal in achieving the objective of recruiting and supporting local labour objectives

(b) Within one month prior to construction work being completed, a detailed report which takes into account the information and outcomes about local labour recruitment pursuant to items (i) and (ii) above shall be submitted for approval in writing by the City Council as Local Planning Authority.

Reason - The applicant has demonstrated a commitment to recruiting local labour pursuant to policies SP1, EC1 and DM1 of the Manchester Core Strategy.

4) a) Post demolition and/or prior to development commencing, additional site investigation should be undertaken and a report prepared outlining what measures, if any, are required to remediate the land (the Site Investigation Report and/or Remediation Strategy) which shall be submitted to and approved in writing by the City Council as local planning authority.

b) When the development within each phase commences, the development shall be carried out in accordance with the previously agreed Remediation Strategy and a Completion/Verification Report shall be submitted to and approved in writing by the City Council as local planning authority.

In the event that ground contamination, groundwater contamination and/or ground gas, not previously identified, are found to be present on the site at any time before the development in each phase is occupied, then development shall cease and/or the development shall not be occupied until, a report outlining what measures, if any, are required to remediate the land (the Revised Remediation Strategy) is submitted to and approved in writing by the City Council as local planning authority and the development shall be carried out in accordance with the Revised Remediation Strategy, which shall take precedence over any Remediation Strategy or earlier Revised Remediation Strategy.

Reason - To ensure that the presence of or the potential for any contaminated land and/or groundwater is detected and appropriate remedial action is taken in the interests of public safety, pursuant to policies EN17 and EN18 of the Core Strategy.

5) Prior to the commencement of development including any site setting up works a highway dilapidation survey including photographs and commentary on the condition of carriageway/footways on construction vehicle routes surrounding the site shall be submitted to and approved in writing by the City Council as local planning authority. The construction of the development shall be carried out in accordance with the approved details and within one month of the completion of the development a further survey of the condition of previous carriageway/footways on construction vehicle routes surrounding the site together with measures to remedy any defects arising from the construction of the development and timescales for the implementation shall be submitted to and approved in writing by the City Council as local planning authority.

Reason - In the interests of highway safety pursuant to policy DM1 of the Manchester Core Strategy.

6) Prior to the commencement of development of the brownfield areas in Phases 1 and 2 (Plots 1-89 & 126-145 & 219-224), as shown on approved Drawing Reference: 40-01-P1, a surface water drainage scheme shall be submitted to and approved in writing by the Local Planning Authority.

This shall include:

- Adherence to the Drainage Hierarchy which shall include evidence of an assessment of ground conditions and the potential for infiltration of surface water;
- 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) which shall be at least 50% betterment of existing brownfield runoff rate.
- The drainage of foul and surface water on separate systems.
- Assessment of overland flow routes for extreme events that is diverted away from buildings (including basements). Overland flow routes need to be designed to convey the flood water in a safe manner in the event of a blockage or exceedance of the proposed drainage system capacity including inlet structures. A layout with overland flow routes needs to be presented with appreciation of these overland flow routes with regards to the properties on site and adjacent properties off site.
- If necessitated by design iteration, hydraulic calculation of the proposed drainage system, which shall include evidence that the drainage system has been designed (unless an area is designated to hold and/or convey water as part of the design) so that flooding does not occur during a 1 in 100 year rainfall event with allowance for 40% climate change in any part of a building.
- A timetable for its implementation.

The development shall be carried out in accordance with the agreed details.

Reason: To promote sustainable development, secure proper drainage and to manage the risk of flooding and pollution pursuant to national policies within the NPPF and NPPG and local policies EN08 and EN14.

7) The greenfield areas of Phase 1 of the development (plots 90-125 & 146-218), as shown on approved Drawing Reference: 40-01 P1, shall be carried out in accordance with the parameters and drainage strategy set out in Drainage Technical Note 882187 LLFA L02 and the Flood Risk Assessment 882187-R1(02)-FRA hereby approved. Prior to the commencement of any above ground works for the greenfield areas of Phase 1 (plots 90-125 & 146-218), full details and locations of the soakaway plots shall be submitted to and approved in writing by the Local Planning Authority. This shall include:

- Detailed design drainage layout.
- Hydraulic calculation of the soakaways, which shall conform to the non-technical standards for SuDS, include evidence that the drainage system has been designed (unless an area is designated to hold and/or convey water as part of the design) so that flooding does not occur during a 1 in 100 year rainfall event with allowance for 40% climate change in any part of a building.
- Where flooding is predicted by hydraulic calculation during a 1 in 100 year rainfall event with allowance for 40% climate change, evidence of how the volume will be managed onsite.
- Assessment of overland flow routes for extreme events that is diverted away from buildings (including basements). Overland flow routes need to be designed to convey the flood water in a safe manner in the event of a blockage or exceedance of the proposed drainage system capacity including inlet structures. A layout with overland flow routes needs to be presented with appreciation of these overland flow routes with regards to the properties on site and adjacent properties off site.

The approved scheme shall be implemented prior to the first occupation of any greenfield areas in Phase 1 (plots 90-125 & 146-218).

Reason: To promote sustainable development, secure proper drainage and to manage the risk of flooding and pollution. This condition is imposed in light of national policies within the NPPF and NPPG and local policies EN08 and EN14.

8) The development hereby permitted shall not be occupied until details of the implementation, maintenance and management of the installed sustainable drainage scheme have been submitted to and approved by the local planning authority. The scheme shall be implemented and thereafter managed and maintained in accordance with the approved details. Those details shall include:

-Verification report providing photographic evidence of construction as per design drawings;

- As built construction drawings if different from design construction drawings;

- Management and maintenance plan for the lifetime of the development which shall include the arrangements for adoption by any public body or statutory undertaker, or any other arrangements to secure the operation of the sustainable drainage scheme throughout its lifetime.

- Where plot soakaways are proposed, details of adequate measures to ensure soakaways will be protected from future development shall be presented.

Reason: To manage flooding and pollution and to ensure that a managing body is in place for the sustainable drainage system and there is funding and maintenance mechanism for the lifetime of the development.

9) The development hereby approved shall be carried out in accordance with the agreed Construction Environmental Management and Demolition Plan: Miller Homes Rev: A as received by the City Council as local planning authority on the 28/10/2021

Reason - In the interests of residential amenity, highway safety pursuant to policy DM1 of the Core Strategy and saved Unitary Development Plan policy DC26.

10) If demolition of buildings on site has not occurred by May 2022 a further bat survey of the buildings to be demolished shall be undertaken prior to demolition works taking place. Should the survey reveal the presence of any protected species, a scheme for the protection of their habitat shall be submitted to and agreed in writing by the City Council as local planning authority before the demolition takes place, and implemented in full in accordance with the approved details and to a timetable agreed in writing by the local planning authority.

Reason - To ensure the protection of habitat of species that are protected under the Wildlife and Countryside Act 1981 or as subsequently amended in order to comply with policy EN15 of the Core Strategy.

11) If no development has commenced by Spring 2023 further survey work for presence of badger on site shall be undertaken. Should the survey reveal the presence of any badgers, a scheme for the protection of their habitat shall be submitted to and agreed in writing by the City Council as local planning authority before the demolition takes place, and implemented in full in accordance with the approved details and to a timetable agreed in writing by the local planning authority.

Reason - To ensure the protection of habitat of species that are protected under the Wildlife and Countryside Act 1981 or as subsequently amended in order to comply with policy EN15 of the Core Strategy.

12) No works to trees or shrubs shall occur between the 1st March and 31st August in any year unless a detailed bird nest survey by a suitably experienced ecologist has been carried out immediately prior to clearance and written confirmation provided that

no active bird nests are present which has been agreed in writing by the local planning authority.

Reason - To ensure the protection of habitat of species that are protected under the Wildlife and Countryside Act 1981 or as subsequently amended and to comply with policy EN15 of the Core Strategy.

13) The treatment of invasive species shall be carried out in accordance with the guidance contained in section 5.5.1 of the Ecological Survey and Assessment report.

Reason - To prevent the spread of an invasive species listed within the Wildlife and Countryside Act 1981.

14) The development shall be carried out in accordance with details for the provision of bat and bird boxes as set out within drawing reference: Bat and Bird Box Plan: Reference: ERAP Ltd. 2020-272 V4 (CH) as received by the City Council as local planning authority on the 16th November 2021.

Reason - In order to secure biodiversity enhancements of the site pursuant to policy EN9 and EN15 of the Core Strategy and paragraph 174d of the NPPF.

15) In this condition "retained tree" means an existing tree, shrub or hedge which is to be as shown as retained on the approved plans and particulars; and paragraphs (a) and (b) below shall have effect until the expiration of 5 years from the date of the occupation of the building for its permitted use.

(a) No retained tree shall be cut down, uprooted or destroyed, nor shall any retained tree be topped or lopped other than in accordance with the approved plans and particulars, without the written approval of the local planning authority. Any topping or lopping approved shall be carried out in accordance with British Standard 5387 (Trees in relation to construction)

(b) If any retained tree is removed, uprooted or destroyed or dies, another tree shall be planted at the same place and that tree shall be of such size and species, and shall be planted at such time, as may be specified in writing by the local planning authority.

(c) The erection of fencing for the protection of any retained tree shall be undertaken in accordance with the approved plans and particulars before any equipment, machinery or materials are brought on to the site for the purposes of the development, and shall be maintained until all equipment, machinery and surplus materials have been removed from the site. Nothing shall be stored or placed in any area fenced in accordance with this condition and the ground levels within those areas shall not be altered, nor shall any excavation be made, without the written consent of the local planning authority.

Reason - In order avoid damage to trees/shrubs adjacent to and within the site which are of important amenity value to the area and in order to protect the character of the area, in accordance with policies EN9 and EN15 of the Core Strategy.

16) Notwithstanding the approved details, prior to the commencement of above ground works samples and specifications of the bricks to be used on the external elevations shall be submitted to and approved in writing by the City Council as local planning authority. Thereafter the development shall be carried out in accordance with those details.

Reason - To ensure that the appearance of the development is acceptable to the City Council as local planning authority in the interests of the visual amenity of the area within which the site is located, as specified in policies SP1 and DM1 of the Core Strategy.

17) a) Prior to the commencement of above ground works to those residential units identified within Figure 7 of the approved Noise Assessment report prepared by Hepworth Acoustics, a scheme for acoustically insulating the proposed residential accommodation against noise from Princess Parkway and Sale Road shall be submitted to and approved in writing by the City Council as local planning authority.

The potential for overheating shall also be assessed and the noise insulation scheme shall take this into account. The approved noise insulation and ventilation scheme shall be completed before any of the dwelling units are occupied.

b) All works which form part of the approved noise mitigation scheme shall be completed before any of the relevant dwellings are occupied and shall be retained at all times thereafter. A verification report containing evidence that the agreed measures have been implemented should be submitted to and approved in writing by the City Council prior to the dwellings being occupied.

Reason: To secure a reduction in noise from traffic or other sources in order to protect future residents from noise disturbance and to reduce the potential for overheating pursuant to policy DM1 of the Core Strategy and saved Unitary Development Plan policy DC26.

18) Within 3 months of the commencement of development hereby approved, a fully detailed scheme of highway works including technical drawings shall be submitted in writing to the Council as local planning authority, the submitted scheme shall include:

- highway and footpath layout;
- highway drainage;
- street-lighting;
- surfacing;
- traffic calming measures;
- Traffic regulation orders;
- dropped kerbs;
- tactile paving;
- details of the connections to existing adopted highway/footways at Holly Hey Drive, Moss Hey Drive and the pedestrian cycle access to the south east corner of the site; and,
- details of the control of the emergency access to Holly Hey Drive.
- Confirmation that a section 278 agreement has been entered into for the completion of highway works and any associated Traffic Regulation Orders
- Timescales for the implementation of the scheme.

The approved scheme shall be implemented and be in place within a timescale previously agreed in writing by the City Council as local planning authority.

Reason - To ensure safe access to the development site in the interest of pedestrian and highway safety pursuant to policies SP1, EN1 and DM1 of the Manchester Core Strategy (2012).

19) Prior to the first occupation of the development hereby approved a Travel Plan shall be submitted to and agreed in writing by the City Council as Local Planning Authority. In this condition a Travel Plan means a document which includes:

- i) the measures proposed to be taken to reduce dependency on the private car by residents
- ii) a commitment to surveying the travel patterns of residents during the first three months of use of the development and thereafter from time to time
- iii) mechanisms for the implementation of the measures to reduce dependency on the private car
- iv) measures for the delivery of specified travel plan services
- v) measures to monitor and review the effectiveness of the Travel Plan in achieving the objective of reducing dependency on the private car

Within six months of the first use of the development, a revised Travel Plan which takes into account the information about travel patterns gathered pursuant to item (ii) above shall be submitted to and approved in writing by the City Council as local planning authority. Any Travel Plan which has been approved by the City Council as local planning authority shall be implemented in full at all times when the development hereby approved is in use.

Reason - To assist promoting the use of sustainable forms of travel to the school, pursuant to policies SP1, T2 and DM1 of the Core Strategy and the Guide to Development in Manchester SPD (2007).

20) The landscaping scheme approved by the City Council as local planning authority shown on drawing references Planting Plan (1 of 5) Reference 3882 201 Rev A; Planting Plan (2 of 5) Reference 3882 202 Rev A; Planting Plan (3 of 5) Reference 3882 203 Rev A; Planting Plan (4 of 5) Reference 3882 204 Rev A and Planting Plan (5 of 5) Reference 3882 205 Rev A received by the City Council as local planning authority on the 5th November 2021 shall be implemented within a timescale that has been submitted to and agreed in writing by the City Council as local planning authority within 3 months of the commencement of development. If within a period of 5 years from the date of the planting of any tree or shrub, that tree or shrub or any tree or shrub planted in replacement for it, is removed, uprooted or destroyed or dies, or becomes, in the opinion of the local planning authority, seriously damaged or defective, another tree or shrub of the same species and size as that originally planted shall be planted at the same place.

Reason - To ensure that a satisfactory landscaping scheme for the development is carried out that respects the character and visual amenities of the area, in accordance with policies SP1, EN9 and DM1 of the Core Strategy.

21) Notwithstanding the approved plans, within 3 months of the commencement of development a plan indicating the positions, design, materials and type of boundary treatment to be erected at the site shall be submitted to and approved in writing by the City Council as local planning authority. The boundary treatment relevant to each dwellinghouse shall be completed in accordance with the agreed details prior to the first occupation.

Reason - To ensure that the appearance of the development is acceptable to the City Council as local planning authority in the interests of the visual amenity of the area within which the site is located in order to comply with policies SP1 and DM1 of the Core Strategy.

22) Prior to first occupation of the dwellinghouses hereby approved, a maintenance agreement and scheme for the upkeep of incidental, communal areas of landscaping as identified within the 'Management Area' on approved drawing 2131 / MC / 01 shall be submitted to and agreed in writing by the City Council as Local Planning Authority. The submitted scheme shall include for A Habitat Management Plan as set out within section 5.8.1 of the approved Ecological Survey and Assessment. The approved agreement shall remain in operation at all times whilst the development is occupied.

Reason - To safeguard visual amenity and the character of the area and in the interest of enhancing the biodiversity of the site pursuant to policies DM1 EN9, EN15 and SP1 of the Manchester Core Strategy and paragraph 174d of the NPPF

23) The approved EV WALLPOD:EV READY electric vehicle charging points the details of which were received by the City Council as local planning authority on the 30/11/2021 shall be installed and operational within each residential plot prior to the first occupation of the dwellinghouses.

Reason - In the interest of air quality pursuant to policies SP1 and EN16 of the Manchester Core Strategy (2012).

24) The development hereby approved shall not be occupied or used until the Council as local planning authority has acknowledged in writing that it has received written confirmation of a Secured by Design accreditation.

Reason - To reduce the risk of crime, pursuant to policy DM1 in the Core Strategy Development Plan Document for the City of Manchester.

25) The Development shall be carried out in accordance with the measures outlined in Energy and Sustainability Report reference Rev B 21/10/2021 hereby approved. Prior to the occupation of the development, a verification report containing evidence that the agreed measures have been implemented should be submitted to and approved in writing by the City Council.

Reason - To ensure the development achieves the carbon reduction measures divulged within the submitted application documents pursuant to policy EN6 of the Core Strategy.

26) Notwithstanding the provisions of the Town and Country Planning (General Permitted Development) (England) Order 2015 (as amended) (or any order revoking and re-enacting that Order with or without modification) no part of the development shall be used for any purpose other than the purpose(s) of Class C3(a) of the Schedule to the Town and Country Planning (Use Classes) Order 1987 (as amended) (or in any provision equivalent to that Class in any statutory instrument revoking and re-enacting that Order with or without modification).

Reason - In the interests of residential amenity, to safeguard the character of the area and to maintain the sustainability of the local community through provision of accommodation that is suitable for people living as families pursuant to policies DM1 and H11 of the Core Strategy for Manchester and the guidance contained within the National Planning Policy Framework.

27) Notwithstanding the General Permitted Development Order 2015 as amended by the Town and Country Planning (Permitted Development and Miscellaneous Amendments) (England) (Coronavirus) Regulations 2020 or any legislation amending or

replacing the same, no further development in the form of upward extensions to the building shall be undertaken other than that expressly authorised by the granting of planning permission.

Reason - In the interests of protecting residential amenity and visual amenity of the area in which the development is located pursuant to policies DM1 and SP1 of the Manchester Core Strategy.

28) Notwithstanding the provisions of the Town and Country Planning (General Permitted Development) Order 2015 (or any order revoking and re-enacting that Order with or without modification) no extensions or additional development other than those hereby approved shall be erected under Part 1, Classes A (extensions) and E (outbuildings) of the Order without the prior written express consent of the City Council as Local Planning Authority.

Reason - Alterations to the proposed development could have an adverse impact on the surface water drainage system at the site contrary to the provisions of Core Strategy policy DM1 and EN14.

Informatives

Building Regulations 2010

This permission does not grant approval under Building Regulations.

Street Naming & Numbering Requirements

Manchester City Council is responsible for allocating street naming and numbering within Manchester for new developments or property conversions. Individuals or businesses are not permitted to allocate their own property numbers, building or street names.

If your development includes the creation of new dwellings (either new build or conversion of existing buildings), creation of new commercial properties or the subdivision of existing properties you must ensure that you request new or changes to addresses through us so they can be officially allocated and registered in accordance with the Public Health Act 1925 Sections 17-19 & Greater Manchester Act 1981 Section 22.

Failure to do this may result in difficulties for the developer/occupier when requiring services such as connections to utilities, phone lines and postal services and may delay your development.

You can apply online at the following address:

http://www.manchester.gov.uk/info/100011/roads_parking_and_transport/1988/naming_and_numbering_of_houses_buildings_streets_and_roads/2

Cadent Gas Ltd own and operate the gas infrastructure within the area of your development. There may be a legal interest (easements and other rights) in the land that restrict activity in proximity to Cadent assets in private land. The applicant must ensure that the proposed works do not infringe on legal rights of access and or restrictive covenants that exist.

If buildings or structures are proposed directly above the apparatus the development may only take place following diversion of the apparatus. The applicant should apply

online to have apparatus diverted in advance of any works, by visiting cadentgas.com/diversions

Prior to carrying out works, including the construction of access points, please register on www.linesearchbeforeudig.co.uk to submit details of the planned works for review, ensuring requirements are adhered to

The applicant is advised that any requirements for licensing, hoarding / scaffolding and any associated temporary traffic management arrangements will need discussion and agreement with MCC Highways Applications and Network Resilience teams via Contact Manchester (Tel. 0161 234 5004).

For highway adoption the highway will need to be carried out under a S38 Agreement (Highways Act 1980) to ensure that all elements of new highway infrastructure are constructed to acceptable and adoptable standards This includes; layout, drainage, street-lighting, surfacing, stats, traffic calming, TROs, 20mph etc

A S278 agreement is required for works to the adopted highway - a deposit is required to begin the S278 application, additional costs will be payable and are to be agreed with S278 team. A hybrid S278/S38 agreement is available.

The minimum standard S38/S278 technical approval timescale is between 4-6 months, TRO's can take 10-12 months. An independent 'Stage 2' Road Safety Audit will be required; this may necessitate design changes with all costs attributable to the Developer.

DRAFT DECISION

Date:

Notes

1. This permission refers only to that required under the Town and Country Planning Act 1990 does not include any consent or approval under any other enactment, byelaw, order or regulation.

2 If the applicant is aggrieved by the decision of the local planning authority to refuse permission or approval for the proposed development, or to grant permission or approval subject to conditions, they may appeal to the Secretary of State in accordance with Section 78(1) of the Town and Country Planning Act 1990 within six months of the date of the notice of the decision.

The Planning Inspectorate have introduced an online appeals service that can be used to make appeals online. This service is available through the gov.uk website – www.gov.uk/planning-inspectorate. The Inspectorate will publish details of your appeal on the internet. Alternatively, if you are unable to access the online appeal form, please contact the Planning Inspectorate to obtain a paper copy of the appeal form on tel: 0303 444 5000.

The Secretary of State has power to allow a longer period for the giving of a notice of appeal but they will not normally be prepared to exercise this power unless there are special circumstances that excuse the delay in giving notice of appeal.

If you intend to submit an appeal that you would like examined by inquiry then you must notify the City Council (planning@manchester.gov.uk) and the Planning Inspectorate (inquiryappeals@planninginspectorate.gov.uk) at least 10 days before submitting the appeal. Further details are on GOV.UK.

3. The statutory requirements are those set out in Section 79(6) of the Town and Country Planning Act 1990, namely Sections 70(1) and 72(1) of the Act.

4. If either the local planning authority or the Secretary of State refuses permission to develop land or grants it subject to conditions, the owner may claim that they can neither put the land to a reasonably beneficial use in its existing state nor render the land capable of a reasonably beneficial use by the carrying out of any development which has been or would be permitted.

In these circumstances, the owner may serve a purchase notice on the Council in whose area the land is situated. This notice will require the Council to purchase his interest in the land in accordance with the provisions of Part VI of the Town and Country Planning Act 1990

5. In certain circumstances, a claim may be made against the local planning authority for compensation, where permission is refused or granted subject to conditions by the Secretary of State on appeal or on a reference of the application to them. The circumstances in which such compensation is payable are set out in Section 114 of the Town and Country Planning Act 1990.

SCHEDULE 3

The Owner's General Covenants

The Owner hereby covenants with the Council as follows:

1. To notify the Council in writing within 5 (five) Working Days of Commencement of Development that development has Commenced.
2. To pay the Contributions to the Council within five (5) Working Days of Commencement of Development.

SCHEDULE 4

The Council's Covenants

The Council hereby covenants with the Owner as follows:

- 1 To use the Contributions for the purpose for which they were paid and not otherwise.
2. To use any Affordable Housing Contribution for the provision of Affordable Housing within the Administrative Boundaries of Manchester and for no other purpose.
3. At the written request of the Owner to provide written confirmation of the discharge of the obligations contained in this Agreement when satisfied that such obligations have been performed within twenty (20) Working Days of receipt of the request.
4. The Council shall provide written details of any expenditure incurred by the Council using the Contributions within 20 Working Days of a written request to do so from the party/person who paid those Contributions to the Council.
5. To issue the Planning Permission within two (2) Working Days of the date hereof.

SCHEDULE 5

Affordable Housing

The definitions set out here shall apply to this Agreement in addition to those set out in Clause 1.

"Affordable Housing" shall have the same meaning given to it in policy H8 of the Core Strategy and in the NPPF Annex 2 Glossary (as may be updated or replaced with an equivalent policy from time to time) that will be available to persons who cannot afford to rent or buy housing generally available on the open market;

"Affordable Housing Contribution" a sum equivalent to the cost to the Owner of providing the number, size and type of Affordable Housing Unit(s) on the Site as would be required under policy H8 of the Core Strategy such sum to be calculated for any Affordable Housing Units approved by the Council under the Affordable Housing Scheme in respect of which an Affordable Housing Contribution becomes payable in accordance with the provisions of this Agreement by multiplying each of those Affordable Housing Units by the Relevant Discount applicable to those Affordable Housing Units;

"Affordable Housing Plan" the drawing entitled Affordable Housing Plan and numbered 2131/AHP/01 Rev C attached to the Agreement at Appendix 1;

"Affordable Housing Scheme" a written scheme to be submitted to and approved in writing by the Council for the provision of Affordable Housing Units on the Site as a whole in accordance with policy H8 of the Core Strategy and detailing the number size location occupancy criteria and tenure mix of the Affordable Housing Units together with the composition of the Affordable Housing Units on the Site as a whole;

"Affordable Housing Units" a total of 45 (forty-five) Dwellings which shall be designated as Affordable Housing under the Affordable Housing Scheme submitted by the Owner and approved by the Council and in accordance with the Planning Permission and are to be constructed according to at least the quality and design standards of the Regulator;

"Affordable Rent" means subject to rent controls that require a rent of no more than 80% of the local market rent (including service charges, where applicable) and which

in any event will not exceed the LHA and **"Affordable Rented"** shall be construed accordingly;

"Chargee" shall mean any 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 (howsoever appointed) including a housing administrator or any persons or bodies deriving title through such mortgagee of part or all of the Affordable Housing Units;

"Chargee's Duty" the tasks and duties set out in paragraph 10 of this Schedule 5;

"Homes England" means the body that funds and regulates Affordable Housing Providers and such expression shall include successors to the functions and powers of Homes England;

"Local Housing Allowance" the rates determined by the Valuation Office Agency used to calculate housing benefit for tenants renting from private landlords, such rates being based on private market rents being paid by tenants in the Broad Rental Market Area and **"LHA"** shall be construed accordingly;

"Market Housing Units" that part of the Development which is general market housing for sale on the open market and which is not Affordable Housing;

"Open Market Value" the estimated amount for which the Affordable Housing Units would be sold on the open market as Market Housing Units between a willing buyer and a willing seller in an arm's length transaction after proper marketing wherein the parties had each acted knowledgeably, prudently and without compulsion;

"Protected Tenant" any tenant who:

- (a) has exercised the right to acquire pursuant to the Housing and Regeneration Act 2008 or any statutory provision for the time being in force (or any equivalent contractual right) in respect of a particular Affordable Housing Unit;
- (b) has exercised any statutory right to buy (or any equivalent contractual right) in respect of a particular Affordable Housing Unit;

- (c) has entered into a Shared Ownership Lease with a Registered Provider (or similar arrangement where a share of the Affordable Housing Unit is owned by the tenant and a share is owned by the Registered Provider) in respect of a particular Affordable Housing Unit and the tenant has subsequently purchased from the Registered Provider all the remaining equity so that the tenant owns the entire Affordable Housing Unit;

“Registered Provider” or “RP” means either a registered social landlord as defined in the Part 1 of the Housing Act 1996 who is registered with the Regulator pursuant to s 3 of the Housing Act 1996 and has not been removed from that register pursuant to s 4 of Housing Act 1996 or a provider of social housing as defined in s 80 of the Housing and Regeneration Act 2008 who is registered with the Affordable Housing Regulator pursuant to s111 of the Housing and Regeneration Act 2008 and has not been removed from the register;

“Regulator” means the body known as the Regulation Committee of Homes England, also known as the Regulator of Social Housing, or any successor organisation or body which regulates Registered Providers;

“Relevant Discount” the percentage of Open Market Value as to be applied to each tenure type of Affordable Housing Unit, such sums to be:

- a) 45% (forty five per cent) of Open Market Value for Affordable Housing Units let at an Affordable Rent; and
- b) 25% of Open Market Value for Affordable Housing Units disposed of under a Shared Ownership Lease;

“Rented Housing Unit” any Affordable Housing Unit to be constructed to the same overall standard in terms of quality and finish as comparable units for sale as Market Housing Units and disposed to an RP under the terms of this Agreement for letting at an Affordable Rent on assured tenancies or assured shorthold tenancies in accordance with the relevant provisions of the Housing and Regeneration Act 2008 and marketed in accordance with guidance issued by HE (or successor body) from time to time and **“Rented Housing Units”** shall be construed accordingly;

“Right to Acquire” the right of a tenant to acquire the Affordable Housing Unit of which they are a tenant provided and governed by section 180 of the Housing Act

1985 and modified by the Housing (Right to Acquire) Regulations 1997 as the same may be modified or as contained in any replacement of the same;

“Right to Buy” the right of a tenant to buy the Affordable Housing Unit of which they are a tenant provided:

- a) under the Housing Act 2005 and under the Housing and Planning Act 2016 as the same may be modified or as contained in any replacement of the same, or
- b) any equivalent contractual right,
- c) any extension of the Right to Buy to tenants of Registered Providers either through a voluntary scheme brought in by a Registered Provider or by government legislation as the same may be modified or contained in any replacement of the same;

“RP Sale Price” a price at which taking into account any subsidy available to RP can purchase the Affordable Housing Units or any of them in any Phase and manage them as Affordable Housing;

“Shared Ownership Unit” means the Affordable Housing sold and leased by a Registered Provider on Shared Ownership Terms in a Shared Ownership Lease;

“Shared Ownership Lease” a lease the terms of which provide for ownership to be shared between the occupier and a landlord under which the occupier owns part of the equity in the leasehold title and pays a rental on the balance of the equity held in the leasehold interest. Permitting Staircasing up to 100%. Such ownership by the occupier shall not be more than 75% (seventy five per cent) of the equity when measured against full Open Market Value of the relevant Affordable Housing Unit;

“Shared Ownership Terms” means the terms of a disposal contained in model Shared Ownership Leases published by Homes England from time to time whereby (i) a Registered Provider sells shares in the equity of a dwelling to an Eligible Purchaser (the initial share being between 25% and 75%) who pays rent upon the remainder and (ii) Staircasing to 100% of the equity of the dwelling is permitted;

“Staircasing” means the exercise by the owner-occupier of a Shared Ownership Unit of the right to purchase additional equity shares up to 100% of the entire interest in

the Dwelling after which the rent payable on any equity share retained by the Registered Provider shall be reduced proportionally and "Staircase" shall be construed accordingly;

"Staircasing Receipts and Other Affordable Housing Receipts" any receipts received by the Owner following disposal arising from Right to Buy, Right to Acquire (or equivalent) or arising in respect of a Shared Ownership Lease as a result of Staircasing by the tenant;

The Owner hereby covenants with the Council as follows:

1. Prior to Commencement of Development in any Phase to submit to the Council for its written approval the Affordable Housing Scheme such scheme to detail the following:
 - 1.1. 20% (twenty per cent) of the total number of Dwellings approved under the Planning Permission for the Development of the Site as a whole or when aggregated over all Phases to be Affordable Housing Units;
 - 1.2. the tenure mix of the Affordable Housing Units to be provided in that Phase provided that the Affordable Housing Units within that Phase shall comprise:
 - 1.2.1. no less than **25%** (twenty-five percent) for letting at an Affordable Rent; and
 - 1.2.2. no more than **75%** (seventy-five percent) to be disposed of under a Shared Ownership Lease;
 - 1.3. the location type and size of the Affordable Housing Units to be provided shall be in accordance with the Affordable Housing Plan unless otherwise agreed in writing by the Council;
 - 1.4. the arrangements to be put in place to ensure that the Affordable Housing Units are affordable for both initial and subsequent occupiers; and

- 1.5. the occupancy criteria to be used for determining the identity of prospective and successive occupiers of the Affordable Housing Units and the means by which such occupancy shall be enforced.
2. Not to Commence Development on any Phase until the Affordable Housing Scheme for that Phase has been submitted to and approved in writing by the Council.
3. To provide the Affordable Housing in accordance with the approved Affordable Housing Scheme.
4. Prior to Commencement of Development in any Phase to make offers to sell the freehold interest of the Affordable Housing Units in that Phase at the RP Sale Price in accordance with the approved Affordable Housing Scheme to a minimum of 2 (two) RPs, such RPs to be agreed by the prior written approval of the Council.
5. Any sale pursuant to an offer made in accordance with Paragraph 4 shall be with full title guarantee free from encumbrances or other obligations and with the benefit of full unrestricted rights of access over any access roads to be built to a standard capable of adoption by the Highway Authority from the boundary of the Affordable Housing Units to an adopted highway (and vice versa) and full unrestricted rights for all services and conducting media and drains or sewers to be laid or constructed to or adjacent to the boundary of the Affordable Housing Units to a standard capable of adoption by the respective service providers.
6. In the event of the earlier of:
 - 6.1. all RPs to whom offers in accordance with Paragraph 4 are made declining to accept the transfer of the Affordable Housing Units in accordance with the offer made to it; or
 - 6.2. Six (6) months expiring from the date of receipt of the detailed offer documentation by the RPs without a binding acceptance of the offer made by any of them within that period;

then the Owner shall pay to the Council the Affordable Housing Contribution in the following instalments:

- (a) 50% (fifty per cent) on Occupation of 30% (thirty per cent) of the Dwellings on the Site or in that Phase (as appropriate); and
- (b) 50% (fifty per cent) on Occupation of 80% (eighty per cent) of the Dwellings on the Site or in that Phase (as appropriate);

the Affordable Housing Contribution to be calculated in respect of Paragraph 6(a) on the date that 30% (thirty per cent) of the Dwellings on the Site or in that Phase (as appropriate) are Occupied and in respect of Paragraph 6(b) on the date that 80% (eighty per cent) of the Dwellings on the Site or in that Phase (as appropriate) are Occupied.

- 7. In the event that the Affordable Housing Contribution is paid to the Council pursuant to Paragraph 6 above, those Affordable Housing Units can be sold as Market Housing Units and will be free from the affordable housing provisions set out in this Schedule 5.
- 8. Not to allow Occupation of more than 30% (thirty per cent) of the Market Housing Units on the Site or in that Phase (as appropriate) until the first Affordable Housing Unit on the Site or in that Phase (as appropriate) has been completed in accordance with the Planning Permission and the Affordable Housing Scheme and made ready for Occupation and written notification of such has been given to the Council or the Owner has paid the relevant amount of Affordable Housing Contribution as set out in Paragraph 6 above.
- 9. Not to allow Occupation of more than 95% (ninety five per cent) of the Market Housing Units in Phase 1 until all Affordable Housing Units in that Phase 1 have been completed in accordance with the Planning Permission and the Affordable Housing Scheme and made ready for Occupation and written notification of such has been given to the Council or the Owner has paid the relevant amount of Affordable Housing Contribution as set out in Paragraph 6 above.
- 10. Not to allow Occupation of more than 60% (sixty per cent) of the Market Housing Units in Phase 2 until all Affordable Housing Units in that Phase 2 have been completed in accordance with the Planning Permission and the Affordable Housing Scheme and made ready for Occupation and written notification of

such has been given to the Council or the Owner has paid the relevant amount of Affordable Housing Contribution as set out in Paragraph 6 above.

11. From the date of Practical Completion of the Affordable Housing Units they shall not be used other than for Affordable Housing save that this obligation shall not be binding on:

11.1. 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 their respective mortgagees and chargees; or

11.2. any Chargee provided that the Chargee shall have first complied with the Chargee's Duty and any person deriving title from the Chargee or any successor in title thereto and their respective mortgagees and chargees; or

11.3. any purchaser from a mortgagee of an individual Affordable Housing Unit pursuant to any default by the individual mortgagor and any person deriving title from that purchaser or any successor in title thereto and their respective mortgagees and chargees; or

11.4. any purchaser or successor in title or any mortgagee of an individual unit sold as Market Housing Unit in accordance with Paragraph 7 of this Schedule 5.

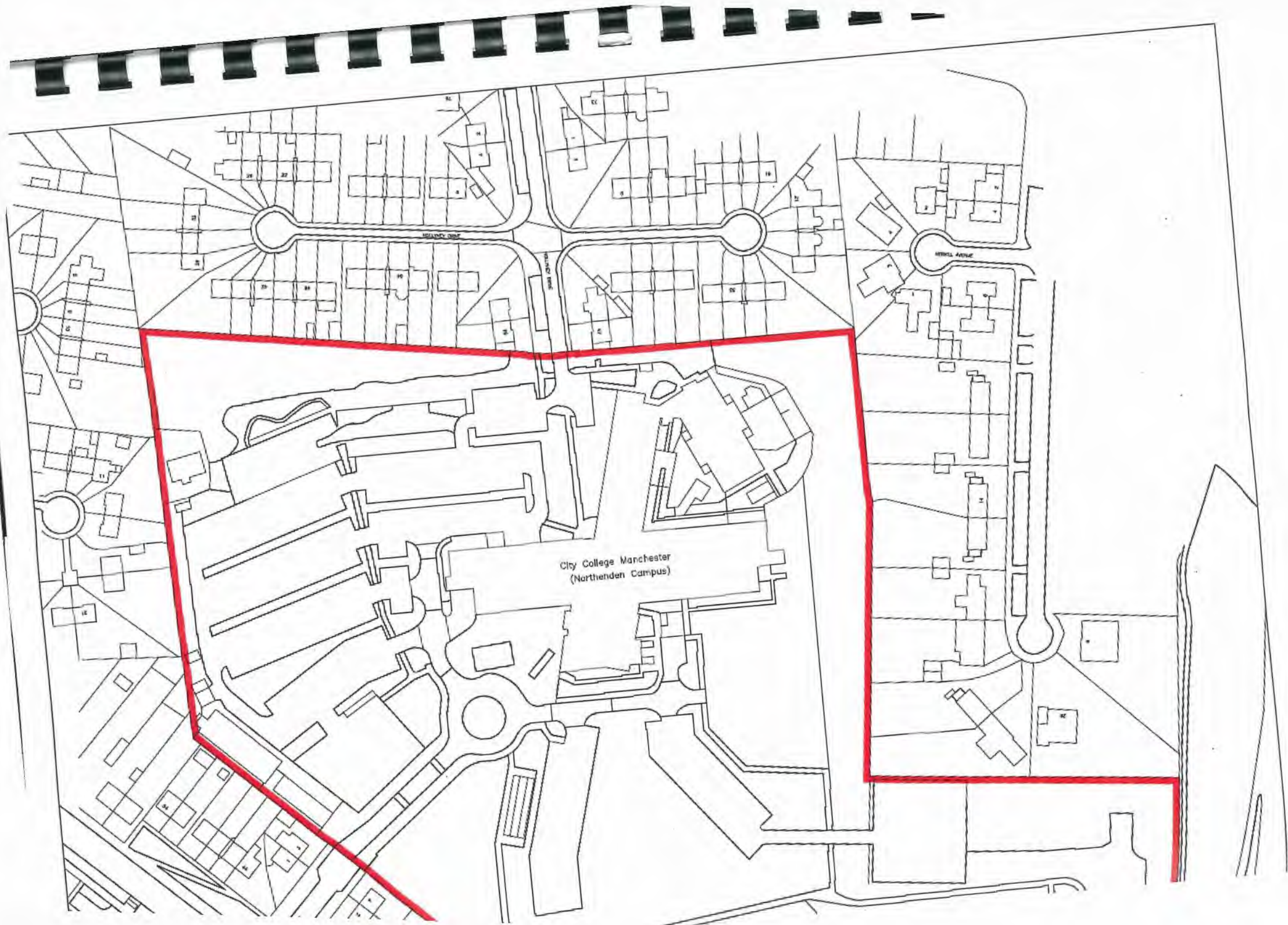
12. The Chargee shall prior to seeking to dispose of the Affordable Housing Units pursuant to any default under the terms of its mortgage or charge give not less than one month's prior notice ("Chargee's Notice") to the Council of its intention to dispose and:

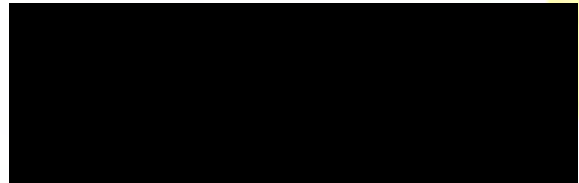
12.1 in the event that the Council responds within one month from receipt of the Chargee's Notice ("the Council's Notice") indicating that arrangements for the transfer of the Affordable Housing Units can be made in such a way as to safeguard them as Affordable Housing and to satisfy the terms of the mortgage or charge then the Chargee shall co-operate with such arrangements and use its reasonable endeavours to secure such transfer; or

- 12.2 if the Council does not serve its response to the Chargee's Notice within the one month period referred to above at paragraph 12.1 then the Chargee shall be entitled to dispose of the Affordable Housing Units or any part thereof free from the restrictions set out in this Schedule; or
- 12.3 if the Council or any person nominated by the Council cannot within two months of receipt of the Council's Notice secure completion of such transfer (so that for the avoidance of doubt there shall be a total of only 3 months from the Chargee's Notice to completion of such transfer) then provided the Chargee shall have complied with its obligations under paragraph 12.1 the Chargee shall be entitled to dispose of the Affordable Housing Units or any part thereof free from the restrictions set out in this Schedule which shall absolutely determine.
- 12.4 provided that at all times the rights and obligations in this Paragraph 12 shall not require the Chargee to act contrary to its duties under the charge or mortgage and in particular (but without limitation) the Chargee shall not be obliged to transfer, let or otherwise dispose of the Affordable Housing Units or any part thereof for a consideration less than the full amount outstanding under the legal charge or mortgage, plus all interest, costs and expenses.
- 13 Unless required by the Homes England to do otherwise not to use any Staircasing Receipts and Other Affordable Housing Receipts other than towards the provision of Affordable Housing within the Administrative Boundaries of Manchester.

APPENDIX 1

**PLAN
AFFORDABLE HOUSING PLAN**





- Phase 2

- Phase 1

AR* - American Revolution

Miller Homes
 3000 Highway 100 East • South West Oregon
 1000 Indian Avenue
 The Forest Park
 Westport
 541-335-1451

Toll-free: 1-800-335-1451
 Fax: 541-335-2555
 E-mail: info@millerhomes.com

Department of Housing and Urban Development Office of the Assistant Secretary for Public Housing Administration Washington, D.C. 20472	Section 8 Public Housing Program
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THE COMMON SEAL of **THE COUNCIL OF THE CITY OF MANCHESTER** was hereunto affixed in pursuance of an Order of the Council of the said City:

AUTHORISED SIGNATORY

The **COMMON SEAL** of **LTE GROUP** was hereunto affixed pursuant to its Constitution and a resolution of its Board in the presence of:-

Authorised Signatory.....

Authorised Signatory.....

EXECUTED AS A DEED by **MILLER HOMES LIMITED**
acting by two Directors or one Director and the Company Secretary
DIRECTOR

Signature:

.....

Name (in block capitals)

.....

DIRECTOR / COMPANY SECRETARY

Signature:

.....

Name (in block capitals)

.....

SIGNED AS A DEED by **SANTANDER UK PLC**

acting by its Attorney

.....

Attorney signature

Jon Oliver Ramsey

Attorney name

in the presence of:

Witness signatures:

Witness name:

.....

Witness address: RAYMOND AVE - PERRY BARR - B42

Witness Occupation: COURIER

