DATE 9th July **2025**

THE COUNCIL OF THE CITY OF MANCHESTER

AND

ST MICHAELS UK PROPCO 2 LIMITED

AND

CBRE LOAN SERVICES LIMITED

AND

FRED DONE PROPERTY TRADING GROUP LIMITED

PLANNING OBLIGATION MADE UNDER SECTION 106 OF THE TOWN AND COUNTRY PLANNING ACT 1990 RELATING TO LAND BOUND BY JACKSONS ROW, BOOTLE STREET, SOUTHMILL STREET & 201 DEANSGATE, MANCHESTER, M2 5GU

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

L/BH/PLA001/84131

This Agreement is made on 9th July 2025

PARTIES

1 **THE COUNCIL OF THE CITY OF MANCHESTER** of Town Hall, Albert Square, Manchester ("**Council**"),

2 **ST MICHAELS UK PROPCO 2 LIMITED** incorporated in England with company registration number 13994655 whose registered office is at Unit 2 Block C, 14 Hulme street, Salford, M5 4ZG (the "**Owner**"),

3 **CBRE LOAN SERVICES LIMITED** incorporated in England with company registration number 05469838 whose registered office is at Henrietta House, Henrietta Place, London, England, W1G 0NB (the "**First Mortgagee**"), and

4 **FRED DONE PROPERTY TRADING GROUP LIMITED** incorporated in England with company registration number 08830784 whose registered office is at The Spectrum Benson Road, Birchwood, Warrington, WA3 7PQ (the "**Second Mortgagee**"),

INTRODUCTION

A The Council is the local planning authority for the purposes of the 1990 Act for the area in which the Site is situated

B The Council is the owner of part of the Site registered at HM Land Registry under title numbers GM341021, GM923187, GM931554, LA25470, MAN431103 and MAN431104 but is not entering into the Planning Obligation contained in this Agreement.

C The Owner is the leasehold owner of the majority of the Site registered at the Land Registry with Title Absolute under Title Number MAN431107 and has a leasehold interest in part of the Site registered at the Land Registry with Title Good Leasehold under Title Number MAN441745 together with but subject to all matters contained or referred to in the title registers thereunder

D The First Mortgagee is interested in the Site by virtue of a charge date 14 February 2025 registered against the Owner at Companies House and pending registration at the Land Registry against title numbers MAN431107 and MAN441745 (the "**CBRE Legal Charge**")

E The Second Mortgagee is interested in the Site by virtue of a charge dated 14 February 2025 registered against the Owner at Companies House and pending registration at the Land Registry against title numbers MAN431107 and MAN441745 (the **"Fred Done Legal Charge"**)

F There have been a number of planning permissions and related Unilateral Undertakings and planning agreements relating to the Site of relevance to this Agreement as follows

F 1 The First Undertaking (as herein defined) given to the Council by JRDL (as herein defined) in connection with the grant of the First Planning Permission (as herein defined)

F 2 The Second Undertaking (as herein defined) given to the Council by JRDL in connection with the grant of the Second Planning Permission (as herein defined)

F 3 The Third Undertaking (as herein defined) given to the Council by JRDL in connection with the grant of the Third Planning Permission (as herein defined).

F 4 The First Section 106 Agreement (as herein defined) entered into by the Council (1) St Michaels UK Propco Limited (2) JRDL (3) and the Owner (4) in connection with the grant of the Fourth Planning Permission (as herein defined)

F.5 The Second Section 106 Agreement (as herein defined) entered into by the Council (1) St Michaels UK Propco Limited (2) the Owner (3) JRDL (4) and the Second Mortgagee (5) in connection with the grant of the Fifth Planning Permission (as herein defined)

G On 15 November 2024 JRDL submitted the Application 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 The Council is minded to grant planning permission to carry out the Development as defined herein in accordance with the Application but having considered Policy PA1 of the Core Strategy and the Regulations is desirous of the Owner entering into this Agreement without which planning permission would not be granted

H In particular the Council has recognised the difficulty faced by lower income groups in buying homes within the Administrative Boundary of Manchester and the planning purpose of this Agreement is to increase the provision of Affordable Housing within the Administrative Boundaries of Manchester The Owner has agreed to make provision for Affordable Housing in the manner hereinafter appearing 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

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 Council has determined that the Development in order to comply with the Core Strategy should provide 20% on-site Affordable Housing or an equivalent financial contribution towards Affordable Housing within

the Administrative Boundaries of Manchester (the "**Affordable Housing Contribution**" and the "**Additional Affordable Housing Contribution**" as both are defined herein) First Index Linked (as defined herein). In addition it has been determined that a further contribution towards affordable housing capped at £187,793 43 (one hundred and eighty seven thousand seven hundred and ninety three pounds and forty three pence) (the "**Further Affordable Housing Contribution**" as defined herein) Second Index Linked (as herein defined) will be payable subject to the provisions relating to viability set out in this Agreement

K The Owner has stated that there are viability issues affecting the Development and have submitted to the Council documentation in support of this contention The Council has accepted that at the date of this Agreement payment of the Further Affordable Housing Contribution would render the Development unviable The Owner has agreed to enter into the planning obligations contained herein requiring them to submit the Viability Appraisal (as herein defined) and pay any Viability Payment (as herein defined) found to be due in accordance with the provisions contained in this Agreement

IT IS HEREBY AGREED

1. INTERPRETATION

The following definitions and rules of interpretation apply in this Agreement

1 1 Definitions

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

"Additional Affordable Housing Contribution" means the financial contribution totalling £167,511 74 (one hundred and sixty seven thousand five hundred and eleven pounds and seventy four pence) payable to the Council in accordance with the provisions of Schedule 3 of this Agreement and being a payment in lieu of on-site provision of

Affordable Housing in respect of the Site as a contribution towards the provision of off-site Affordable Housing within the Administrative Boundaries of Manchester,

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

"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 amended or any replacement of the same;

"Affordable Housing Contribution" means the financial contribution totalling £2,230,000 (two million two hundred and thirty thousand pounds) First Index Linked payable to the Council in accordance with the provisions of Schedule 3 of this Agreement and being a payment in lieu of on-site provision of Affordable Housing in respect of the Site as a contribution towards the provision of off-site Affordable Housing within the Administrative Boundaries of Manchester,

"Agreement" shall mean this agreement,

"Apartment" means an apartment to be constructed on the Site pursuant to the Permission and "Apartments" shall be construed accordingly,

"Application" means the application to vary planning condition 2 associated with the Fifth Planning Permission to facilitate internal reconfiguration with associated elevational alterations and given reference no 141519/JO/2024,

"Calculation Date" means on Completion of Construction of 80% of the Tower Element,

"Charges" means the CBRE Legal Charge and Fred Done Legal Charge together,

"**Chartered Surveyor**" a professional expert who is a chartered member of the Royal Institution of Chartered Surveyors with a minimum of ten (10) years post-qualification experience,

"Commencement of Development" means the date on which the Fourth s73 Permission is implemented by the carrying out of a material operation on the Site in accordance with the provisions of section 56(4) of the 1990 Act provided that any works associated with demolition, site clearance, remediation works, environmental or archaeological investigations, site and soil surveys, erections of contractors work compounds, erection of site office, erection of fencing to site boundaries, marking of site boundaries and laying out of access roads and services shall for the purposes of the agreement be deemed not to be material operations,

"Costs" means the costs to be taken into account for the purpose of the Viability Appraisal as defined in paragraph 012 (reference 10-012-20180724) of the section of the NPPG headed "Viability" as the same may be amended or any replacement thereof. In addition, the Council will accept in the calculation of Costs

1 the actual costs Reasonably and Properly Incurred in relation to the Site prior to and up until the time of submission of the Viability Appraisal, and

2 the estimated costs that remain to be Reasonably and Properly Incurred in completing the Tower Element and such details shall be included in the Viability Appraisal,

provided always in the case of points (1) and (2) of this definition that any such actual or estimated costs are amongst those detailed or referred to in paragraph 012 of the NPPG section headed "Viability" (as may be amended or any replacement of the same),

"Development" shall mean the variation of condition 2attached to the Fifth Planning Permission in order to facilitate internal reconfiguration with associated elevational alterations,

"Dwelling" means a residential dwelling or other unit of residential accommodation (including apartments) to be constructed on the Site pursuant to the 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,

"Extant Planning Obligations" means the planning obligations contained in the First Undertaking, Second Undertaking, Third Undertaking, First Section 106 Agreement and Second 106 Agreement,

"Extant Permissions" the First Planning Permission Second Planning Permission, Third Planning Permission, Fourth Planning Permission and Fifth Planning Permission;

"Fifth Development" means the variation of planning conditions 2 and 7 attached to the Fourth Planning Permission to allow increase in height of building by two floors to facilitate the increase in the number of residential apartments from 213 to 229, reconfiguration of level 6 hotel, amendment to basement cycle store and other associated elevational alterations,

"Fifth Planning Permission" means full planning permission under the Act for the Fifth Development granted on 7 August 2024 and issued under the reference 137873/JO/2023,

"First Development" means the development of the Site and land immediately adjacent to the Site pursuant to the First Planning Permission and substantially comprising the partial demolition of existing buildings, development up to 171 6m AOD comprising residential (Use

Class C3), offices (Use Class B1), hotel (Use Class C1), place of worship (Use Class D1) and leisure/food and drink uses (Classes A1, A3, A4, A5 and D2) Creation of public spaces and new public realm, provision of basement car parking, highway alterations, landscaping and associated works,

"First Index Linked" adjusted on an annual basis or pro rata per diem from 20th September 2019 to the relevant date of payment in accordance with the Retail Price Index,

"First Planning Permission" means full planning permission under the Act for the First Development granted on 20 June 2018 and issued under the reference 114664/FO/2016,

"First Section 106 Agreement" means an agreement made pursuant to Section 106 and s106A of the Act relating to the Site and dated 8 August 2023 and made between the Council (1) St Michaels UK Propco Limited (2) JRDL (3) and the Owner (4) in connection with the grant of the Fourth Planning Permission,

"First Undertaking" means a unilateral undertaking under Section 106 of the Act dated 20 September 2019 relating to the Site given by JRDL to the Council in connection with the First Planning Permission

"Further Affordable Housing Contribution" means a contribution towards the provision of Affordable Housing within the Administrative Boundaries of Manchester capped at £187,793.43 (one hundred and eighty seven thousand seven hundred and ninety three pounds and forty three pence) Second Index Linked payable in accordance with the viability related provisions contained in this Agreement,

"Fourth Development" means the variation of conditions 2 (approved drawings and documents), 5 (ground conditions), 7 (waste management), 10 (drainage), 40 (piling), and 48 (building contract) so as to make minor material changes to the Third Planning Permission (as amended by 133317/NMC/2022, 134638/NMC/2022 and

135828/NMC/2022) to remove synagogue space, and introduction of grade A office space at levels 1-5, reconfiguration of ground floor entrance, frontage and loading, increase depth of basement below tower podium a further two levels and creation of a third basement resulting in reduction of parking and increase in cycle provision, remodelling of level 6 internal space and roof terrace, expansion of plant area to block A, increase in tower, elevational alterations, reduction of hotel rooms and increase in residential apartments,

"Fourth Planning Permission" means full planning permission under the Act for the Fourth Development granted on 8 August 2023 and issued under the reference 135827/JO/2022,

"GDV" means gross development value as defined in RICS Guidance or any replacement, update or amendment of the same together with the value of any grant funding/public subsidy received in respect of the Tower Element In addition the Council will accept in the calculation of GDV the actual sale and rental prices achieved at the development up to the time of preparation of the Viability Appraisal and detailed therein **Provided That** where in the opinion of the Council a Dwelling located in the Tower Element

(a) has not been Disposed Of at a value that is equal to or greater than its Open Market Value, or

(b) is not yet Disposed Of or not yet sold subject to contract and the advertised price for the Dwelling is not equal to or greater than its Open Market Value·

then (in either case) the Council may opt in writing to substitute the Open Market Value of the said Dwelling concerned in place of the actual monies received or (if applicable) in place of its advertised price,

"Gross Margin" means the GDV less the Costs or in the case of a Build to Rent scheme means the NDV less the Costs,

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

"JRDL" means JACKSONS ROW DEVELOPMENTS LIMITED incorporated in England with company registration number 7431223

"Letting" means a lease or tenancy of a Dwelling which is not a Long Lease,

"**Long Lease**" means a lease or tenancy of a Dwelling for not less than ninety-five (95) years granted at a premium without reservation of a rack rental,

"**Management Fee**" shall mean fifteen percent (15%) of the planning application fee for the First Development which equates to £20,308 20 (twenty thousand three hundred and eight pounds and twenty pence) to be used for the purpose of management and monitoring any Planning Obligation that may be created by this Agreement as detailed herein,

"Mortgagees" means the First Mortgagee and Second Mortgagee together and "Mortgagee" shall be construed as meaning either of the Mortgagees,

"NDV" means the GDV minus assumed sale costs,

"Open Market Value" means the market value as defined in the IVS definition of market value set out in paragraph 30 on pages 18 to 20 of the section headed "IVS 104 Bases of Value" in Part 6 of the RICS publication titled "RICS Valuation - Global Standards 2017" and issued in June 2017 or any replacement, update or amendment of the same from time to time save in respect of any Dwellings disposed of by way of a Letting where the Council will accept as the calculation of GDV the Open Market Value of those Lettings, as determined by the application of an investment valuation method using an appropriate capitalisation factor to the market rental income for each let unit which shall for the

avoidance of doubt be calculated after the deduction of operational costs,

"Permitted Profit Level" means when the Gross Margin is equivalent to 11% (eleven per cent) of the Costs,

"Phasing Plan" means the Phase Plan annexed to Schedule 1 of the Agreement so marked,

"Planning Obligation" means the planning obligations as set out in Schedule 3,

"Planning Permission" shall mean full planning permission granted under the Act for the Development pursuant to the Application,

"Practical Completion" means the date upon which a valid certificate of completion shall have been issued for the purposes of the Building Act 1984 and the Building Regulations 2010 (or any amendment or replacement of the same),

"Reasonably and Properly Incurred" shall mean in respect of costs incurred in developing the Site and the adjacent land and in respect of Sales Incentives only those costs that a competent and reputable developer of land would reasonably expect to incur,

"RICS" the Royal Institution of Chartered Surveyors;

"RICS Guidance" means the RICS guidance note entitled "Assessing viability in planning under the National Planning Policy Framework 2019 for England" 1st Edition, March 2021 or any replacement, update or amendment of the same,

"Second Development" means the variation of conditions 2 (approved drawings and documents), 20 (parking strategy) and 48 (building contract) so as to make minor material changes to the First Planning Permission for the partial demolition of existing buildings,

"**Second 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,

"**Second Section 106 Agreement**" means an agreement made pursuant to Section 106 and s106A of the Act relating to the Site and dated 7 August 2024 and made between the Council (1) St Michaels UK Propco Limited (2) the Owner (3) JRDL (4) and the Second Mortgagee (5) in connection with the grant of the Fifth Planning Permission,

"**Second Planning Permission**" means full planning permission under the Act for the Second Development granted on 26 June 2020 and issued under the reference 125549/JO/2019,

"**Second Undertaking**" means a unilateral undertaking under Section 106 and Section 106A of the Act dated 9 February 2021 relating to the Site given by JRDL to the Council in connection with the Second Planning Permission,

"Site" means the land against which this Agreement may be enforced as shown for identification purposes only edged blue (excluding the part hatched green) on the Phasing Plan and being land bounded by Jacksons Row and Bootle Street,

Third Development" means the variation of conditions 1 (implementation), 2 (approved drawings and documents), 4 (construction management plan), 5 (ground conditions), 6 (archaeology), 7 (waste management), 10 (drainage), 12 (solid panels), 15 (highway surfacing), 20 (parking strategy), 37 (air quality), 45 (wheel wash), 47 (television reception), 48 (building contract) and 51 (phasing)

"Third Planning Permission" means full planning permission under the Act for the Third Development granted on 22 October 2021 and issued under the reference 131612/JO/2021,

"Third Undertaking" means a unilateral undertaking under Section 106 and Section 106A of the Act dated 20 December 2021 relating to the Site given by JRDL to the Council in connection with the Third Planning Permission,

"Tower Element" means that building within the Development in which the hotel (Use Class C1) element and apartments are located and identified as "Block A" on the Second Planning Permission approved site plan (drawing number S73-011 P01) located within the Site a copy of which is appended hereto as the Appendix and titled "**The Tower**",

"Viability Appraisal" a written appraisal in the form set out in Schedule 5 to assess the Gross Margin in relation to the residential aspect of the Tower Element required to be provided on the Calculation Date in accordance with the provisions of Schedule 3 of this Agreement Further guidance on the format to follow can be found in the RICS Guidance,

"Viability Assessment Fee" the sum of up to twelve thousand pounds (£12,000 00) plus VAT to cover the cost of the Council's review of the Viability Appraisal in order to determine whether and the extent to which the Site can support a requirement to provide the Viability Payment

"Viability Payment" a payment towards the provision of Affordable Housing in the Administrative Boundaries of Manchester to be made by the Owner to the Council if the Viability Appraisal shows that the Permitted Profit Level as assessed will be achieved and will be the amount by which the Gross Margin exceeds the Permitted Profit Level capped at £187,793 43 Second Index Linked,

"Viability Payment Deadline" means the twenty eighth (28th) Working Day next following the later of

(a) the day on which the Council states pursuant to paragraph 1 10 of Schedule 3 that the Viability Appraisal is agreed;

(b) the day on which the Viability Appraisal is agreed in writing between the Owner and the Council pursuant to paragraph 1 13 of Schedule 3, and

(c) the day on which the written determination of the Chartered Surveyor is issued pursuant to Clause 7 of the Agreement and paragraph 3 3 of Schedule 3,

as the case may be,

"Working Day" means any day which is not a Saturday, Sunday, Christmas Day, Good Friday or a statutory bank holiday in England

2 **PLANNING OBLIGATION**

2 1 This Agreement is made pursuant to section 106 of the Act, section 106A 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 of the Act or such other enabling powers against the Owner

3 **CONDITION PRECEDENT**

3 1 This Agreement is conditional upon the grant of the Planning Permission save for the provisions of this Clause and Clauses 5 2, 7, 9, 11, 15, 17, 18 and 19 which shall have immediate effect

4 **CONDITION SUBSEQUENT**

4 1 If the Planning Permission expires before the Commencement of Development on the Site or is 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 covenants with the Council so as to bind the Site to fully observe and perform the obligations on their part contained in this Agreement such obligations being planning obligations for the purpose of section 106 of the Act subject to clause 9 2 and 9 3

6 **THE COUNCIL'S COVENANTS**

6 1 The Council hereby covenants with the Owner

6 1 2 to observe and perform the obligations on its part in this Agreement, and

6 2 2 not to enforce any of the obligations covenants and restrictions given by the Owner to the Council in the Fourth s106 Obligation SAVE FOR any subsisting breach arising prior to the date of this Agreement

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 agrees be referred to an Expert or in relation to the Viability Appraisal to a Chartered Surveyor 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 or Chartered Surveyor within thirty (30) days of one party serving notice on the other calling for the appointment of an Expert or Chartered Surveyor, then an Expert or Chartered Surveyor shall be appointed on the application of either party to the President for the time being of the Royal Town Planning Institute or the Royal Institution of Chartered Surveyors as applicable

7 3 Any reference of a dispute to an Expert or Chartered Surveyor shall if the parties are agreed in writing be deemed to be a reference to an expert or chartered surveyor (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 or Chartered Surveyor representations and cross-representations with such supporting evidence as they shall respectively consider necessary and the Expert or Chartered Surveyor 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

8 1 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 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 (unless the purchase relates to the entirety of the Site) the area of the Site or unit of occupation purchased by reference to a plan

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 (or the part in respect of which such breach occurs) but without prejudice to liability for any subsisting breach arising prior to parting with such interest

9 3 The obligations in this Agreement will not be enforceable against

9 3 1 the individual purchaser or lessee of an individual Dwelling erected on the Site having a roof window and door and being in a state of readiness for Occupation nor against those deriving title from them,

9 3 2 the lessee under a rack rent lease of part for less than thirty five (35) years on the Site nor against those deriving title from them,

9 3 3 a statutory undertaker who has or takes in future an interest in the Site for the purpose of providing apparatus pursuant to its statutory undertaking for the Development, or

9 3 4 a mortgagee or chargee until they become a mortgagee or chargee in possession in which case it too will be bound by the planning obligations in this Agreement as if it were a person deriving title from the Owner

10 COUNCIL'S CONSENT OR APPROVAL

10 1 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 LOCAL LAND CHARGE AND LAND REGISTRY ENTRY

11 1 This Agreement is a Local Land Charge and shall be registered as such by the Council

11 2 The Council will upon receipt of a written request of the Owner or its successors in title, at any time after the obligations set out herein have been fulfilled in their entirety, issue written confirmation thereon and thereafter cancel all related entries in the register of local land charges

11.3 The costs of registration and cancellation pursuant to clauses 11 1 and 11.2 above shall be met by the Owner if requested by the Council

12 **THE CONTRACTS ACT**

12 1 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

13 **COMMUNICATION**

13 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

13 1 1 to the Council and addressed to the Director of Planning, Building Control and Licensing at the Council's address first above written,

13 1 2 to the Owner and the Mortgagees at their registered offices

14 **WARRANTY AS TO TITLE**

14 1 The Owner covenants that there are no interests (legal or equitable) required for the purposes of S106(3) and S106A(5) of the 1990 Act in the Site other than detailed in this Agreement

15 FEES

15 1 The Owner shall pay to the Council on the date of this Agreement

15 1 1 its legal fees reasonably and properly incurred in preparation of this Agreement, and

15 1 2 the Management Fee

15 2 Receipt by the Council of the payment of such sum referred to in Clause 15 1 1 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

15 3 Following submission of the Viability Appraisal the Owner shall pay to the Council the Viability Assessment Fee within ten (10) Working Days of their receipt from the Council of an invoice detailing the amount

16 INTEREST

16 1 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

17 JURISDICTION

17 1 This Agreement is governed by and interpreted in accordance with the law of England and the parties submit to the non-exclusive jurisdiction of the Courts of England

18 COMPLETION

18 1 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.

19 MORTGAGEE

19 1 The Mortgagees consent to this Agreement being entered into with the intention that their interests in the Site in the form of the Charges 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 Charges

19 2 Notwithstanding clause 19 1, a 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

19 3 For the avoidance of doubt the limitation of liability contained in clause 19.2 shall apply to a mortgagee in possession and not to any successor in title to that mortgagee

20 RECEIPT

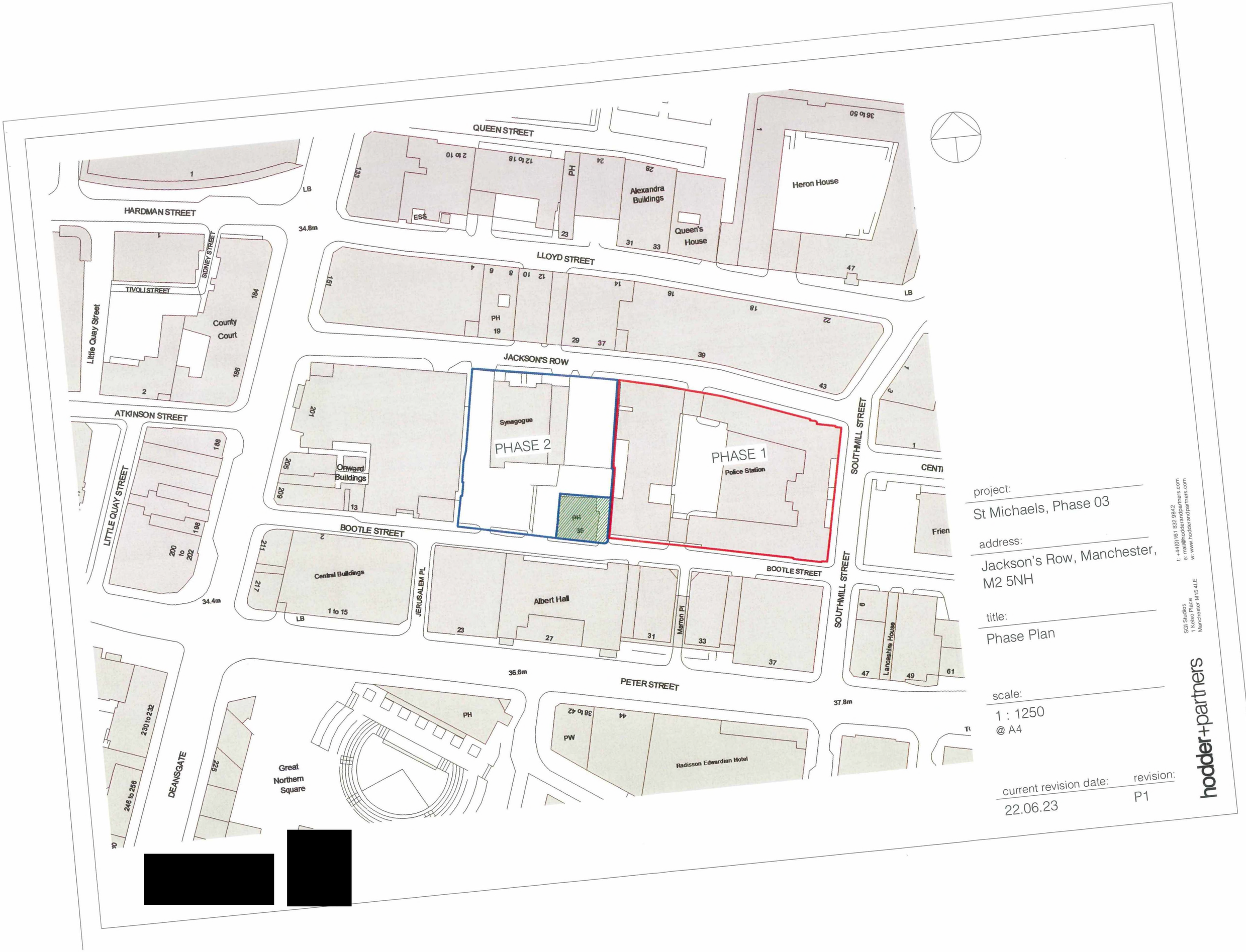
The Council acknowledges that it has received payments in satisfaction of the covenants contained in Paragraph 2 1 and 2 2 1 of Schedule 3

IN WITNESS whereof the Parties hereto have executed this Deed on the day and year first before written

SCHEDULE 1

The Site

Land bound by Jacksons Row and Bootle Street, Manchester shown for the purposes of identification only edged blue (excluding the part hatched green) on the Phasing Plan



project:
St Michaels, Phase 03

address:
Jackson's Row, Manchester, M2 5NH

title:
Phase Plan

scale:
1 : 1250
@ A4

current revision date:
22.06.23

revision:
P1

t: +44(0)161 832 9842
e: mail@hodderandpartners.com
w: www.hodderandpartners.com

SGI Studios
1 Kelso Place
Manchester M15 4LE

hodder+partners

SCHEDULE 2

Draft Planning Permission

MANCHESTER CITY COUNCIL

Town & Country Planning Act 1990 (as amended)

Planning Permission

Applicant

Jacksons Row Developments Limited
C/o Agent

Agent (if used)

Nikki Sills
Zerum
South Central
11 Peter Street
Manchester
M2 5QR

Part 1 – Particulars of the application/development

Proposal Variation of planning condition 2 associated with planning permission 137873/JO/2023 to facilitate internal reconfiguration with associated elevational alterations

Location Land Bounded By Jacksons Row, Bootle Street, Southmill Street & 201 Deansgate, Manchester, M2 5GU

Date of application 15 November 2024

Application number 141519/JO/2024

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

Officers have worked with the applicant/agent in a positive and proactive manner based on seeking solutions to problems arising in relation to dealing with the planning application. The proposal has been determined in a timely manner.

Condition(s) attached to this decision

1) The development hereby permitted was certified as having commenced on 21 May 2021, as confirmed by the Certificate of Lawfulness reference 130296/LE/2021 issued on that date

REASON For the avoidance of doubt, and to comply with Section 91 (as amended) 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

Documents approved as part of planning application 141519/JO/2024

- o 0643-HOD-S73-100 (P03) - BASEMENT B3 PLAN
- o 0643-HOD-S73-101 (P03) - BASEMENT B2 PLAN
- o 0643-HOD-S73-102 (P03) - BASEMENT B1 PLAN
- o 0643-HOD-S73-103 (P04) - GROUND LEVEL GA PLAN
- o 0643-HOD-S73-104 (P04) - LEVEL 01 GA PLAN
- o 0643-HOD-S73-105 (P03) - LEVEL 02 GA PLAN
- o 0643-HOD-S73-106 (P03) - LEVEL 03 GA PLAN
- o 0643-HOD-S73-107 (P03) - LEVEL 04 GA PLAN
- o 0643-HOD-S73-108 (P03) - LEVEL 05 GA PLAN
- o 0643-HOD-S73-109 (P03) - LEVEL 06 GA PLAN
- o 0643-HOD-S73-110 (P03) - LEVEL 07 GA PLAN
- o 0643-HOD-S73-111 (P03) - LEVEL 08 GA PLAN
- o 0643-HOD-S73-112 (P03) - LEVEL 09 GA PLAN
- o 0643-HOD-S73-113 (P03) - LEVEL 10 GA PLAN
- o 0643-HOD-S73-114 (P03) - LEVEL 11 GA PLAN
- o 0643-HOD-S73-115 (P03) - TOWER GA PLANS - HOTEL
- o 0643-HOD-S73-116 (P03) - TOWER GA PLANS - RESIDENTIAL
- o 0643-HOD-S73-117 (P03) - TOWER GA PLANS - RESIDENTIAL
- o 0643-HOD-S73-118 (P03) - SITE ROOF PLAN
- o 0643-HOD-S73-201 (P03) - ELEVATIONS - EAST & WEST
- o 0643-HOD-S73-202 (P04) - ELEVATIONS - NORTH
- o 0643-HOD-S73-203 (P03) - ELEVATIONS - SOUTH
- o 0643-HOD-S73-204 (P03) - ELEVATIONS - COURTYARD BLOCK A AND BLOCK B
- o 0643-HOD-S73-251 (P03) - BUILDINGS SECTIONS - WEST-EAST
- o 0643-HOD-S73-252 (P03) - BUILDINGS SECTIONS - WEST-EAST BRIDGE
- o 0643-HOD-S73-253 (P03) - BUILDINGS SECTIONS - NORTH-SOUTH BLOCK A
- o 0643-HOD-S73-254 (P03) - BUILDINGS SECTIONS - NORTH-SOUTH BLOCK B

Summary design document prepared by Hodders

Received by the City Council, as Local Planning Authority, on the 15 November 2024

Previously approved documents

- o Site Demolition Plan (-0)001 1 500@A1
- o 0601-S73-205 Elevations - Block B West (Temporary Façade) (P04)
- o 0643-HOD-S73-500 (P01) - Retail Unit Plan - Level 0UG
- o 0643-HOD-S73-510 (P01) - Retail Unit Plan - Level 10
- o 0643-HOD-S73-511 (P01) - BUILDING ENCLOSURE - HOTEL PODIUM
- o 0643-HOD-S73-512 (P01) - BUILDING ENCLOSURE - HOTEL TOWER
- o 0643-HOD-S73-513 (P01) - BUILDING ENCLOSURE - RESIDENTIAL TOWER
- o 0643-HOD-S73-514 (P01) - BUILDING ENCLOSURE - OFFICE PODIUM
- o 0643-HOD-S73-515 (P01) - BUILDING ENCLOSURE - OFFICE
- o 0643-HOD-S73-901 (P02) - WASTE MANAGEMENT - BASEMENT 1
- o 0643-HOD-S73-902 (P02) - WASTE MANAGEMENT - GROUND LEVEL
- o 0643-HOD-S73-903 (P01) - ACCESS - GROUND LEVEL

SOM Drawings
- o S73 011 P01 Site Plan 1 1000

Zerum Drawings
- o STM PPP 01 P02 Phasing Plan

Planit ıe Drawıngs
o STM PIE EX ZZ DR L 0001 S2 P03 Publıc Realm Ground Floor GA 1 200
Vectos Drawıngs

VN222463 TR100 - Bın Tug Sketch
VN222463 TR103 - Vehıcular Access Arrangement Ground Floor
VN222463 TR104 - Vehıcular Access Arrangement Basement

Documents

Documents
o Sectıon 73 Revısıons Statement, August 2023
o Supplementary Desıgn Report, July 2023
o Addendum Herıtage Statement Updated Visual Impact Assessment, 18th July 2023
o Environmental Statement Addendum to Daylight, Sunlight and Overshadowıng Chapter, July 2023
o Energy Strategy Report, Ref P1785-ES-001 Rev D, 19th June 2023
o Waste Management Strategy, REV 01, July 2023
o Wınd Mıcroclımate Report, 7 July 2023
o Energy Strategy Statement, June 2023
o Baselıne Televısıon Sıgnal Survey & Televısıon Recepton Impact Assessment, 11 August 2023
o Socıo Economıcs Envıronmental Statement Addendum, August 2023
o Townscape and Vısual Impact Assessment, Technıcal Note, August 2023

o Flood Rısk Assessment, December 2022
o Drainage Strategy Report, December 2022
o Transport Statement, December 2022
o Framework Travel Plan, December 2022
o Envıronmental Standards Statement, December 2022
o Waste Management Strategy, December 2022
o Ventılatıon Strategy Statement, December 2022
o Energy Strategy Statement, December 2022
o Baselıne Televısıon Sıgnal Survey & Televısıon Recepton Impact Assessment, December 2022
o Addendum to Statement of Communıty Involvement, December 2022
o Statement of Communıty Involvement, December 2022
o Crıme Impact Statement, December 2022
o Plant Noıse Assessment, March 2023
o Phase II Geo-Envıronmental Report, Aprıl 2023
o Addendum Envıronmental Statements Volume 1, December 2022
o Addendum Envıronmental Statement Volume 1, November 2019
o Envıronmental Statement Volume 1 November 2017
o Envıronmental Statement Volume 3 Non Technıcal Summary, December 2022
o Envıronmental Statement Volume 4 Technıcal Summary of Envıronmental Statement, December 2022

Appendıx Reports

o Envıronmental Statement Volume 2, November 2017 Assessments
o Phase 1 Prelımınary Geo-envıronmental Rısk Assessment, January 2016

- Biodiversity Assessment (including bat surveys), September 2021
- Biodiversity Assessment (including bat surveys), November 2019
- Preliminary Geotechnical and Environmental Assessment, November 2016
- Air Quality Assessment, November 2017
- Archaeological Desk Based Assessment, November 2016
- Written Scheme of Investigation, Version 1.0, 21st September 2016

Waste Management Strategy January 2023 V2 received by the City Council, as Local Planning Authority, on the 18 January 2023

Email from Agent Zerum received by the City Council, as Local Planning Authority, on the 13 June 2023

Phase II Geo Environmental Assessment (CM/C5128/11668 Rev C) received by the City Council, as Local Planning Authority, on the 2 June 2023

Drawings VN222463-TR103 and VN222463-TR104 received by the City Council, as Local Planning Authority, on the 21 March 2023

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

3) Prior to the commencement of Phase 3 of the development as defined by Condition 51, a programme for the issue of samples and specifications of all material to be used on all external elevations of that part of the development shall be submitted to and approved in writing by the City Council, as local planning authority. Samples and specifications of all materials to be used on all external elevations of each part of the development, to include jointing and fixing details and a strategy for quality control management, shall then be submitted to and approved in writing by the City Council as local planning authority in accordance with the programme as agreed above. The development shall be carried out in accordance with the approved details

Phase 2 shall be carried out in accordance with the programme and details approved under consent referenced CDN/21/064 and CDN/24/0825.

Phase 3 2 shall be carried out in accordance with drawing 0643-HOD-ZZ-ZZ-SC-A-3000 -Facade finishes schedule St Michaels, Manchester Facade 27-01-2025 Programme received by the City Council, as Local Planning Authority, on the 30 January 2025 as approved under CDN/25/0088.

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.

4) The development shall be carried out in accordance with the Construction Management Plan 'Zerum Construction & Environmental Management Plan Condition 4 & 45 Rev 5' as approved on 9/3/21 under consent referenced CDN/20/0725 and 'Bowmer + Kirkland, St Michaels Construction Works Office Building/Retained Building Construction Environmental Management Plan, Rev B' as approved under consent referenced CDN/21/0642 and Domis' Construction Management Plan - Project. St. Michaels Development Phase Three Revision 4' as approved on 04/08/23 under consent reference CD/23/0230.

Reason: To ensure that the appearance of the development is acceptable and in the interests of the amenity of the area, pursuant to policies EN15, EN16, EN17 and EN18 of the Core Strategy and Guide to Development 2 (SPG)

5) a) The development shall be carried out in accordance with the 'Site Investigation Remedial Statement, Ramboll, March 2021, v3' approved on 30/3/21 under consent referenced CDN/21/0071 and Curtins Site investigation dated 3rd October 2022 reference 078847-CUR-00-XX-RP-GE-001 received by the City Council, as Local Planning Authority, on the 12 October 2022 (as approved under CDN/22/0732 (Phase 2 only)).

b) The development shall be carried out in accordance with the 11668 Rev E Phase II GeoEnvironmental Assessment Report January 2024 CM/C5128/11668 Rev F and drawing P1785-NOV-XX-B1-DR-ME-9001 Rev P02 received by the City Council, as Local Planning Authority, on the 19 January 2024 and Water risk assessment received by the City Council, as Local Planning Authority, on the 26 January 2024 (as approved under CDN/23/0823) (Phase 3 only)

c) When the development 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 prior to the first occupation of each phase. Any Revised Remediation Strategy, which shall take precedence over any Remediation Strategy or earlier Revised Remediation Strategy

Phase 3 verification was approved under CDN/25/0040 as part of the following documents

-Waste transfer notes received by the City Council, as Local Planning Authority, on the 21 February 2025

- Response to validation report received by the City Council, as Local Planning Authority, on the 30 January 2025

- 13796 Remediation Validation Report January 2025 received by the City Council, as Local Planning Authority, on the 16 January 2025

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 section 10 of the National Planning Policy Framework and Core Strategy policies EN14 and EN17.

6) The development shall be carried out in accordance with the 'Written Scheme of Investigation for an Archaeological Evaluation and Level 3 Historic Building Survey' approved on 12 January 2021 under permission reference CDN/20/0825

Reason In accordance with NPPF Section 12, Paragraph 141 - To record and advance understanding of heritage assets impacted on by the development and to make information about the archaeological heritage interest publicly accessible

7) The development shall be carried out in accordance with the approved Waste Management Strategy January 2023 V2 received by the City Council, as Local Planning

Authority, on the 18 January 2023. The approved scheme shall remain in situ whilst the use or development is in operation

Reason In the interests of amenity and public health, pursuant to policy DM1 of the Core Strategy for the City of Manchester

8) No above ground construction of the tower podium (Phase 3 as defined by condition 51) shall take place unless and until a scheme for acoustically insulating the proposed residential accommodation against noise from the local area, including nearby road network, venues and other sources of noise, has been submitted to and approved in writing by the City Council as local planning authority There may be other actual or potential sources of noise which require consideration on or near the site, including any local commercial/industrial premises. The approved noise insulation scheme shall be completed before any of the dwelling units are occupied

Noise survey data must include measurements taken during a rush-hour period and night time to determine the appropriate sound insulation measures necessary. The internal noise criterion are as follows

- o Bedrooms (night time - 23.00 - 07.00)30 dB LAeq (individual noise events should not
- o normally exceed 45 dB LAmax by more than 15 times)
- o Living Rooms (daytime - 07 00 - 23.00)35 dB LAeq
- o Gardens and terraces (daytime)55 dB LAeq

Additionally, where entertainment noise is a factor, in the noise climate, the sound insulation scheme shall be designed to achieve internal noise levels in the 63Hz and 125 Hz octave centre frequency bands so as not to exceed (in habitable rooms) 47dB and 41dB, respectively.

Reason To secure a reduction in noise from traffic or other sources in order to protect future residents from noise disturbance, pursuant to Core Strategy policies DM1 and SP1

9) The development shall be carried out in accordance with the Radar impact assessment received by the City Council, as Local Planning Authority, on the 31 August 2023 (as approved under CDN/23/0588).

The Radar Mitigation Scheme (RMS) shall thereafter be implemented and operated in accordance with the approved details.

Reason In the interests of aviation safety, pursuant to policies DM1 and SP1 of the Core Strategy.

10) Prior to the commencement of Phase 3 of the development, except demolition works, (as defined by condition 51), details of surface water drainage for that part of the development shall have been submitted to and approved in writing by the Local Planning Authority. For the avoidance of doubt these shall be in accordance with Non-Statutory Technical Standards for Sustainable Drainage Systems (March 2015) or any subsequent replacements national standards. The approved details shall be implemented as part of the development.

Phase 2 of the development (as defined by condition 51) shall be carried out in accordance with the surface water drainage details approved on 21/10/22 under consent referenced CDN/22/0213.

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

11) No above ground construction to Phase 3 of the development (as defined by Condition 51) shall take place unless and until a detailed design guide for all shop fronts and commercial unit frontages in that part has been submitted to, and approved in writing by, the City Council, as local planning authority. The approved details shall be implemented as part of the development and be complete prior to the first use of the development hereby approved.

Phase 2 of the development (as defined by condition 51) shall be carried out in accordance with the details approved on 04/04/23 under consent referenced CDN/23/0113.

12) DELETED

13) No above ground construction of the tower podium (Phase 3 as defined by condition 51) shall take place unless and until full details of all wind mitigation measures, if required, have been submitted to, and approved in writing by the City Council, as local planning authority. All such measures shall be fully wind tested and accompanied by a detailed report confirming that wind conditions related to the development are satisfactory and acceptable. If no wind mitigation measures are required, this should be confirmed in writing to the City Council, as local planning authority.

Phase 3 of the development (as defined by condition 51) shall be carried out in accordance with the wind mitigation measures approved on 02/02/24 under consent CDN/23/0714.

Reason - To ensure that the details of the development are satisfactory, pursuant to policy DM 1 of the Core Strategy.

14) No part of the development hereby permitted (as defined by condition 51) shall be occupied until details of the implementation, maintenance and management of the sustainable drainage scheme for that part have been submitted to and approved by the local planning authority The scheme for that part of the development shall be implemented and thereafter managed and maintained in accordance with the approved details.

Those details shall include·

o Verification report providing photographic evidence of construction as per design drawings,
o As built construction drawings if different from design construction drawings,
o 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.

Phase 2 verification was agreed as part of the Verification report and maintenance strategy Rev P05 received by the City Council, as Local Planning Authority, on the 11 February 2025 (as approved under CDN/24/1124).

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, pursuant to policies SP1, DM1, EN08 and EN14 of the Core Strategy.

15) Prior to the completion of each part of development (as defined by condition 51), a paving and surfacing strategy for the public footpaths, vehicular crossings, and vehicular carriageways around that part of the development shall be submitted to and approved in writing by the City Council as local planning authority. All works approved in discharge of this condition shall be fully completed before that relevant phase of the development hereby approved is first occupied

Phase 2 of the development (as defined by condition 51) shall be carried out in accordance with the paving and surfacing strategy approved on 22/11/24 under consent CDN/24/0854.

Reason In the interests of amenity and to ensure that paving materials are consistent with the use of these areas as pedestrian routes, pursuant to the Guide to Development and policy DM1 of the Core Strategy.

16) Samples and specifications of all hard landscape materials for each part of the development (as defined by condition 51), together with a layout plan identifying the location of the materials to be used in all areas of public realm, including external terraces, together with a programme for their implementation, shall be submitted to and approved in writing by the City Council as local planning authority

The approved scheme shall be implemented in accordance with the approved programme

Phase 2 of the development (as defined by condition 51) shall be carried out in accordance with the hard landscape materials approved on 22/11/24 under consent CDN/24/0854.

Reason To ensure that a satisfactory landscaping scheme is carried out pursuant to policy DM1 of the Core Strategy and the Guide to Development.

17) No part of the development (as defined by condition 51) shall be occupied unless and until a scheme for the detailed landscaping and design of all areas of public realm within that part have been submitted to and approved in writing by, the City Council, as local planning authority.

The scheme shall include details of all seating, pergolas, planters and other items of street furniture, together with full details of all planting arrangements, including trees. 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.

Phase 2 of the development (as defined by condition 51) shall be carried out in accordance with the detailed landscape design approved on 22/11/24 under consent CDN/24/0854.

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.

18) Full details of all external seating areas, to be used in association with individual food and drink uses, shall be submitted to, and approved in writing by the City Council, as local planning authority, prior to the first occupation of ground floor use to which the external seating areas relate The details shall include areas to be used for the consumption of food and drink, means of demarcation, furniture, lighting, signage and a schedule of days and hours of operation

Phase 2 of the development (as defined by condition 51) shall be carried out in accordance with the external seating areas approved on 20/09/24 under consent CDN/24/0721.

Reason - In the interests of visual amenity, and to safeguard the amenities of the occupiers of nearby properties, pursuant to policies SP1 and DM1 of the Core Strategy.

19) Prior to the commencement of each Class A3 restaurant and cafe use, Class A4 Drinking Establishment use, or Class A5 hot food takeaway full details showing provision of toilets, including those for disabled people, has been submitted to and approved in writing by the City Council as local planning authority. The details of the approved scheme shall be implemented as part of the development, prior to commencement of use, and shall remain in situ whilst the use or development is in operation

Unit UG-002 shall be carried out in accordance with Proposed Ground Floor Plan 101_DRG_A3.0 and Proposed Detail - Toilet Setting Out 101_DRG_A12.10c as approved under CDN/25/0111.

Phase 2 of the development (as defined by condition 51) shall be carried out in accordance with the toilet provision approved on 20/09/24 under consent CDN/24/0721

Reason In the interests of amenity and public health, pursuant to policy DM1 of the Core Strategy for the City of Manchester.

20) Prior to the first occupation of phase 3 of the development (as defined by condition 51), a detailed parking strategy, including provision for 5 disabled parking spaces, 19 electric car charging points, and details of car parking management, and car parking space allocation, including how priority for vehicles accessing / egressing the car park will be managed, shall be submitted to, and approved by, the City Council, as local planning authority. The detailed parking strategy shall include an implementation programme, a temporary parking strategy and the introduction of fast charging for electric vehicle points. The parking strategy shall be fully implemented in accordance with the approved implementation programme.

Reason To ensure that a satisfactory parking arrangements are provided pursuant to policy DM1 of the Core Strategy and the Guide to Development.

21) Prior to the first occupation of each part of the development (as defined by condition 51), a detailed cycle parking strategy for that part, including how spaces will be allocated between office and residential use (if relevant), full details of arrangements for each residential unit (if relevant), and a programme for implementation shall be submitted to, and approved by, the City Council, as local planning authority. The cycle parking strategy shall be fully implemented for that part in accordance with the approved implementation programme

Phase 2 of the development (as defined by condition 51) shall be carried out in accordance with the cycle parking strategy approved on 20/09/24 under consent CDN/24/0721

Reason To ensure that satisfactory cycle parking arrangements are provided pursuant to policy DM1 of the Core Strategy and the Guide to Development.

22) Prior to the first occupation of the new-build hotel or residential accommodation within the development (Phase 3 as defined by condition 51), a detailed strategy for visitor pick-up and drop-off locations and hotel valet services shall be submitted to, and approved by, the City Council, as local planning authority Details are also required regarding ad-hoc residential deliveries and short-term pick-up / drop-off arrangements

Reason. In the interests of public and highway safety and the protection of residential amenity, pursuant to policy DM1 of the Core Strategy

23) Prior to the first occupation of each part of the development (as defined by condition 51), full details of the design and location of any taxi areas, shall be submitted to, and approved in writing by, the City Council as local planning authority. The approved taxi areas shall be fully implemented prior to the first occupation of that part of the development.

Phase 2 of the development (as defined by condition 51) shall be carried out in accordance with the taxi areas approved on 20/09/24 under consent CDN/24/0721

Reason: In the interests of amenity and highway safety, and to ensure the details of the development are acceptable, pursuant to Core Strategy Policy DM1.

24) Prior to the first occupation of each part of the development (as defined by condition 51), a Framework Travel Plan, including details of how the plan will be funded, implemented and monitored for effectiveness, shall be submitted to and approved in writing by the City Council as local planning authority The strategy shall outline procedures and policies that the developer and occupants of the site will adopt to secure the objectives of the overall site's Travel Plan Strategy.

Additionally, the strategy shall outline the monitoring procedures and review mechanisms that are to be put in place to ensure that the strategy and its implementation remain effective. The results of the monitoring and review processes shall be submitted in writing to the local planning authority and any measures that are identified that can improve the effectiveness of the Travel Plan Strategy shall be adopted and implemented.

Phase 2 of the development (as defined by condition 51) shall be carried out in accordance with the Framework Travel Plan approved on 20/09/24 under consent CDN/24/0721.

Reason In accordance with the provisions contained within planning policy guidance and in order to promote a choice of means of transport, pursuant to policies T2 and EN16 of the Core Strategy.

25) Prior to the first occupation of each part of the development (as defined by condition 51), a servicing strategy and management plan for that part, including a schedule of loading and unloading locations, details of internal service bays and on-street servicing laybys, shall be submitted to and agreed in writing by the City Council as local planning authority. Servicing shall thereafter take place in accordance with the approved strategy.

Phase 2 of the development (as defined by condition 51) shall be carried out in accordance with the Framework Travel Plan approved on 20/09/24 under consent CDN/24/0721

Reason In the interests of public and highway safety and the protection of residential amenity, pursuant to policy DM1 of the Core Strategy

26) Deliveries, servicing and collections, including waste collections shall not take place outside the following hours 07 30 to 20 00, Monday to Saturday. Where Sunday/Bank Holiday deliveries etc. are permitted the times shall be confined to 10 00 to 18 00.

Reason - To safeguard the amenities of the occupiers of nearby residential accommodation, pursuant to policy DM1 of the Core Strategy

27) The development hereby approved shall be designed and constructed in accordance with the recommendations contained within section 3 3 of the submitted Crime Impact Statement dated (09/11/2017 - URN 2016/0827/CIS/02) and shall include the physical security specification listed within section 4 of the appendices within the submitted Crime Impact Statement Each part of the development (as defined by condition 51) shall not be occupied unless and until the City Council, as local planning authority, has received written confirmation of a Secure by Design accreditation for that part.

Phase 2 received Secured by Design Accreditation as part of CDN/25/0144.

Reason - To reduce the risk of crime pursuant to policies SP1 and DM1 of the Core Strategy.

28) The local labour scheme in respect of Phase 2 of the development (as defined by condition 51) as approved under consent referenced CDN/21/0643 shall be kept in place.

The local labour scheme in respect of Phase 3 of the development (as defined by condition 51) as approved under consent referenced CDN/23/0291 shall be kept in place

Reason - To safeguard local employment opportunities, pursuant to pursuant to policies EC1 of the Core Strategy for Manchester.

29) Before first occupation of each part of the development (as defined by condition 51), a signage design strategy for that part of the development shall be submitted to and approved in writing by the City Council as local planning authority.

Phase 2 of the development (as defined by condition 51) shall be carried out in accordance with the Signage Design Strategy approved on 11/10/24 under consent CDN/24/0718.

Reason To protect the visual amenity of the area and to ensure the development is carried out in a satisfactory manner pursuant to policy DM1 of the Core Strategy and Guide to Development 2 (SPG)

30) Prior to occupation of each Retail (Class A1), Restaurant and Cafes (Class A3), Drinking Establishments (Class A4) and / or Hot Food Takeaway (Class A5) hereby approved, the opening hours of each use shall be agreed in writing by the City Council as local planning authority. Those uses shall thereafter not open outside the approved hours.

The approved opening hours for Unit L10-1 shall operate as follows (as approved under CDN/22/0187)

External Terrace 08 00 to 23 00
Sky Bar 08 00 to 03 00 Monday to Saturday, 08 30 to 01 00 Sunday and Bank Holidays (Last entry should be at 01 30)
In relation to New Year's Eve, the proposed opening times are· 08 00 to 03 00 (Last entry should be at 01 30)

The approved opening hours for Unit G2 shall operate as follows (as approved under CDN/24/1084)

Monday 07 30 to 00 30

Tuesday. 07 30 to 00 30

Wednesday 07 30 to 00 30

Thursday 07.30 to 01 30

Friday 07 30 to 01.30

Saturday 07.30 to 01 30

Sunday 07 30 to 00 30

Reason - In order that the local planning authority can achieve the objectives both of protecting the amenity of local residents and ensuring a variety of uses at street level in the redeveloped area in accordance with saved policy DC 26.1 in accordance with the Unitary Development Plan for the City of Manchester and policies SP1 and DM1 of the Core Strategy

31) Prior to the first occupation of each part of the development(as defined by condition 51) , a schedule of days and hours of operation of all areas of public realm, including terraces, within that part shall be submitted to and approved in writing by the City

Council as local planning authority. All external areas shall thereafter not open outside the approved hours.

Phase 2 of the development (as defined by condition 51) shall be carried out in accordance with the Signage Design Strategy approved on 20/09/24 under consent CDN/2/0721

Reason - In order that the local planning authority can achieve the objectives both of protecting the amenity of local residents and ensuring a variety of uses at street level in the redeveloped area in accordance with saved policy DC 26.1 in accordance with the Unitary Development Plan for the City of Manchester and policies SP1 and DM1 of the Core Strategy

32) No amplified sound or any music shall be produced or played in any part of external areas in the development, other than in accordance with a scheme detailing the levels at which any music shall be played and the hours during which it shall be played which has been submitted to and approved in writing by the City Council as local planning authority.

The approved acoustic scheme for Unit L10-1 shall operate as follows (as approved under CDN/22/0187)

- Email from Dianne Ellis of Zerum dated 7 February 2023

- Plant Noise (131612/JO/2021) Assessment received by the City Council, as Local Planning Authority, on the 21 March 2023

- Email from Nikki Sills of Zerium dated the 12 June 2023

- Hoare Lea "St Michael's - Level 10 sky bar, Manchester St Michael's UK Propco Limited. Acoustics Planning Condition 32 And 35 Assessment" Revision 02 Received by the City Council, as Local Planning Authority, on the 22 January 2024

- Email from Nikki Sills dated 13 February 2024

-Email from Nikki Sills dated 7 March 2024

- Noise calculations received by the City Council, as Local Planning Authority, on the 7 October 2024

- Email from Nikki Sills dated 18 November 2024

Reason - In interests of residential amenity in order to reduce noise and general disturbance in accordance with saved policy DC26.1 of the Unitary Development Plan for the City of Manchester and policies SP1 and DM1 of the Core Strategy.

33) Fumes, vapours and odours shall be extracted and discharged from the premises in accordance with a scheme for each part of the development, to be submitted to and approved in writing by the City Council as local planning authority before the use within the relevant part commences and any works approved shall be implemented before the relevant uses within each part commences

As per consent CDN/24/0830, the applicant has confirmed that there would be no fume extraction for the office element of the scheme

Reason - In the interests of the amenities of occupiers of nearby properties, pursuant to policies SP1 and DM1 of the Core Strategy.

34) (a) Prior to the first occupation of the residential element of the development hereby approved, details of any externally mounted ancillary plant, equipment and servicing shall be submitted for approval in writing by the City Council, as Local Planning Authority. For the avoidance of doubt, externally mounted plant, equipment and servicing shall be selected and/or acoustically treated in accordance with a scheme designed so as to achieve a rating level of 5 dB (Laeq) below the typical background (LA90) level at the nearest noise sensitive location.

(b) Prior to the first occupation of the residential element of the development (save for the enabling works phase), a verification report will be required to validate that the work undertaken conforms to the recommendations and requirements approved as part of part (a) of this planning condition The verification report shall include post completion testing to confirm the noise criteria has been met In instances of non conformity, these shall be detailed along with mitigation measures required to ensure compliance with the noise criteria. Any mitigation measures shall be implemented in accordance with a timescale to be agreed with the City Council, as Local Planning Authority, and thereafter retained and maintained in situ.

Reason - To minimise the impact of plant on the occupants of the development pursuant to policies SP1 and DM1 of the Manchester Core Strategy

35) Before any A1, A3, A4 or A5 use hereby approved commences, the premises shall be acoustically insulated and treated to limit the break out of noise in accordance with a noise study of that unit and a scheme of acoustic treatment that has been submitted to and approved in writing by the City Council as local planning authority The scheme for that unit shall be implemented in full before the use commences

Where entertainment noise is proposed the LAeq (entertainment noise) should be controlled to 10dB below the LA90 (without entertainment noise) at the facade of the nearest noise sensitive location, and internal noise levels at structurally adjoined residential properties in the 63HZ and 125Hz octave frequency bands should be controlled so as not to exceed (in habitable rooms) 47dB and 41dB, respectively.

The approved acoustic scheme for Unit L10-1 shall operate as follows (as approved under CDN/22/0187)

- Email from Dianne Ellis of Zerum dated 7 February 2023

- Plant Noise (131612/JO/2021) Assessment received by the City Council, as Local Planning Authority, on the 21 March 2023

- Email from Nikki Sills of Zerium dated the 12 June 2023

- Hoare Lea "St Michael's - Level 10 sky bar, Manchester. St Michael's UK Propco Limited. Acoustics Planning Condition 32 And 35 Assessment" Revision 02 Received by the City Council, as Local Planning Authority, on the 22 January 2024

- Email from Nikki Sills dated 13 February 2024

-Email from Nikki Sills dated 7 March 2024

- Noise calculations received by the City Council, as Local Planning Authority, on the 7 October 2024

- Email from Nikki Sills dated 18 November 2024

The approved acoustic scheme for Unit UG-002 shall operate as follows (as approved under CDN/25/0111)

- Coordinate Plan OTL2403-E05 B
- HVAC Services OTL2403-M01 B

Received by the City Council as the Local Planning Authority on 17 April 2025

- Sound Insulation Review VA5841 250409.ADR

Reason - To safeguard the amenities of the occupiers of the building and occupiers of nearby properties, pursuant to policies SP1 and DM1 of the Core Strategy.

36) A post completion noise assessment report for each unit or use shall be undertaken to confirm that the recommended and agreed sound insulation measures have been adopted into the development. The report shall also include final sound testing to confirm acoustic criteria, required by condition, will be met based on the agreed recommended acoustic insulation and recommended internal entertainment noise levels. Details of any additional mitigation where necessary to comply with the noise criteria for the noise break in and noise breakout condition, together with external plant noise, shall be submitted and agreed by Environmental Health. Any additional mitigation will need to be verified and completed before occupation of that unit/ use.

Reason - To safeguard the amenities of the occupiers of the building and occupiers of nearby properties, pursuant to policies SP1 and DM1 of the Core Strategy.

37) The development shall be carried out in accordance with the 'Air Quality Assessment' reference 70010278-411, dated November 2017 approved on 11 January 2021 under consent reference· CDN/20/0573.

Reason To secure a reduction in air pollution from traffic or other sources in order to protect future residents from air pollution, pursuant to policies SP1 and DM1 of the Core Strategy.

38) The development hereby approved shall be carried out in accordance with the Environmental Standards statement received by the City Council, as Local Planning Authority, in support of the application. A post construction review certificate/statement for each part of the development (as defined by condition 51) shall be submitted for approval, within a timescale that has been previously agreed in writing, to the City Council as Local Planning Authority.

Reason In order to minimise the environmental impact of the development pursuant to the principles contained in the Guide to Development in Manchester 2 and policies SP1, DM1 and EN8 of the Core Strategy.

39) Construction/demolition works shall be confined to the following hours

- Monday - Friday 7 30am - 6pm
- Saturday 8.30am - 2pm
- Sunday / Bank holidays No work

Reason - To safeguard the amenities of the occupiers of nearby residential and commercial properties during the construction/demolition phase, pursuant to policies SP1 and DM1 of the Core Strategy

40) Piling or any other foundation designs using penetrative methods shall not be permitted other than with the express written consent of the local planning authority, which may be given for those parts of the site where it has been demonstrated that there is no resultant unacceptable risk to groundwater. Each part of the development (as defined by condition 51) shall be carried out in accordance with the approved details.

In respect of Phase 2 the details were approved on 13/07/22 under consent referenced CDN/22/0083

In respect of Phase 3 the details were approved on 13/07/22 under consent referenced CDN/23/0288

Reason To ensure a safe form of development that poses no unacceptable risk of contamination to controlled waters pursuant to section 10 of the National Planning Policy Framework and Core Strategy policies EN14 and EN17

41) In respect of Phase 2 piling the details were approved on 13/07/22 under consent referenced CDN/22/0083 and shall be carried out in accordance with those details

In respect of Phase 3 piling the details were approved on 13/07/22 under consent referenced CDN/23/0288 and shall be carried out in accordance with those details.

Reason To ensure a safe form of development that poses no unacceptable risk of contamination to controlled waters pursuant to section 10 of the National Planning Policy Framework and Core Strategy policies EN14 and EN17

42) Before first occupation of each part of the development (as defined by condition 51), full details of a Management and Maintenance Strategy for the external areas of that part, including planting arrangements, boundary treatments, furniture and lighting, shall be submitted to, and approved in writing by, the City Council as local planning authority

Phase 2 of the development (as defined by condition 51) shall be carried out in accordance with the Management and Maintenance Strategy approved on 18/10/24 under consent CDN/24/0942

Reason In the interests of visual amenity, and to ensure the details of the development are acceptable, pursuant to Core Strategy Policy DM1.

43) The development hereby approved shall include a lighting scheme for each part of the development (as defined by condition 51), including the illumination of any part of buildings and areas of public realm during the period between dusk and dawn. Full details of such a scheme, including how the impact on occupiers of nearby properties

will be mitigated, shall be submitted to and approved in writing by the City Council as local planning authority before each part of the development is completed. The approved scheme shall be implemented in full before each phase of the development is first occupied.

Phase 2 of the development (as defined by condition 51) shall be carried out in accordance with the Lighting Scheme approved on 14/11/24 under consent CDN/24/0899.

Reason In the interests of amenity, crime reduction and the personal safety of those using the proposed development, pursuant to policy E3.3 of the Unitary Development Plan for the City of Manchester DM1 of the Core Strategy.

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44) Prior to occupation of Phase 3 of the development (as defined by condition 51) which incorporates residential use, a Residents Management Strategy shall be submitted to, and approved in writing by, the City Council, as local planning authority The Residents Management Strategy shall include details of maintenance, security, energy management, Janitorial services, common parts cleaning, exterior services, and building policies in relation to waste disposal, storage and deliveries

Reason To ensure the development is managed in interests of the general amenities of the area, pursuant to policies SP1 and DM1 of the Core Strategy

45) Phase 2 of the development (as defined by Condition 51) shall be carried out in accordance with the 'Bowmer + Kirkland St Michaels Construction Works Office Building/ Retained Building Wheel Wash Information' approved under consent referenced CDN/21/0642 Phase 3 of the development (as defined by Cond51)shall be carried out in accordance with the Domis CMP Rev 4 received by the City Council, as Local Planning Authority, on the 26 July 2023 approved under CDN/23/230

Reason In the interests of pedestrian and highway safety, pursuant to policies SP1 and DM1 of the Core Strategy.

46) The details of an emergency telephone contact number shall be displayed in a publicly accessible location on the site and shall remain so displayed for the duration of the construction and fitting out of the development

Reason - In the interests of local amenity, pursuant policies SP1 and DM1 of the Core Strategy.

47) a) The development shall be carried out in accordance with the 'Baseline Television Signal Survey & Television Reception Impact Assessment' dated November 2019, as approved on 11 January 2021 under consent reference CDN/20/0573.

b) The post completion testing for Phase 2 was agreed as part of CDN/24/1100 under TV reception assessment received by the City Council, as Local Planning Authority, on the 29 November 2024

b) A study to assess the impact of Phase 3 of the development (as defined by Condition 51) on television signal reception within the potential impact area as defined in the report approved under (a) above shall be submitted to the City Council as local planning authority for approval within one month of the practical completion of each phase of the development and at any other time during the construction of the development if

requested in writing by the City Council as local planning authority in response to identified television signal reception problems within the potential impact area. The study shall identify such measures necessary to maintain at least the pre-existing level and quality of signal reception identified in the survey carried out in (a) above.

Reason To provide an indication of the area of television signal reception likely to be affected by the development to provide a basis on which to assess the extent to which the development during construction and once built will effect TV reception and to ensure that the development at least maintains the existing level and quality of TV signal reception pursuant to policy DM1 of the Manchester Core Strategy.

48) The demolition hereby permitted shall not be undertaken before a contract has been made for the carrying out of the building works for each part of the redevelopment of the site to which such demolition relates, which is the subject of this application (ref 135827/JO/2022).

Reason - To ensure the satisfactory development of the site, pursuant to policies DM1 and SP1 of the Core Strategy

49) The apartments hereby approved shall be used only as private dwellings (which description shall not include serviced apartments/apart hotels or similar uses where sleeping accommodation (with or without other services) is provided by way of trade for money or money's worth and occupied by the same person for less than ninety consecutive nights) and for no other purpose (including any other purpose in Class C3 of the Schedule to the Town and Country Planning (Use Classes) Order 1995, or any provision equivalent to that Class in any statutory instrument revoking and re-enacting that Order with or without modification).

Reason To safeguard the amenities of the neighbourhood by ensuring that other uses which could cause a loss of amenity such as serviced apartments/apart hotels do not commence without prior approval pursuant to Core Strategy policies SP1 and DM1 and to ensure the permanent retention of the accommodation for normal residential purposes.

50) No externally mounted telecommunications equipment shall be mounted on any part of the buildings hereby approved, including the roofs.

Reason In the interest of visual amenity and pursuant to policy DC18.1 of the Unitary Development Plan for the City of Manchester

51) The development hereby permitted shall be delivered in accordance with the Phasing Plan STM-PPP-01 P02 unless otherwise agreed in writing by Manchester City Council as local planning authority.

Reason To clarify how the site is to be phased to assist with the determination of condition discharge applications and in order to ensure that infrastructure provision and environmental mitigation are provided in time to cater for the needs and impacts arising out of the development as it is delivered, pursuant to Core Strategy policies DM1 and SP1.

52) (a) Prior to the first occupation of any commercial unit within each phase of the development hereby approved, details of any externally mounted ancillary plant, equipment and servicing shall be submitted for approval in writing by the City Council, as Local Planning Authority For the avoidance of doubt, externally mounted plant,

equipment and servicing shall be selected and/or acoustically treated in accordance with a scheme designed so as to achieve a rating level of 5 dB (Laeq) below the typical background (LA90) level at the nearest noise sensitive location.

(b) Prior to the first occupation of any commercial unit within each phase of the development, a verification report will be required to validate that the work undertaken conforms to the recommendations and requirements approved as part of part (a) of this planning condition. The verification report shall include post completion testing to confirm the noise criteria has been met. In instances of non conformity, these shall be detailed along with mitigation measures required to ensure compliance with the noise criteria. Any mitigation measures shall be implemented in accordance with a timescale to be agreed with the City Council, as Local Planning Authority, and thereafter retained and maintained in situ

Any future tenant plant assessment will need to be based on the original background noise levels and the assessment of parts (a) and (b) of this condition shall be undertaken with residential building for each phase plant switched off.

Reason - To minimise the impact of plant on the occupants of the development pursuant to policies SP1 and DM1 of the Manchester Core Strategy (2012) and saved policy DC26 of the Unitary Development Plan for the City of Manchester (1995).

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

Mining Information
The proposed development lies within an area which could be subject to current coal mining or hazards resulting from past coal mining Please read the Standing Advice from the Coal Authority in Appendix A

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/appeal-planning-decision 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 of 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

Appendix A

The Coal Authority

STANDING ADVICE - DEVELOPMENT LOW RISK AREA

The proposed development lies within a coal mining area which may contain unrecorded coal mining related hazards If any coal mining feature is encountered during development, this should be reported immediately to the Coal Authority on 0345 762 6848

Further information is also available on the Coal Authority website at www gov uk/government/organisations/the-coal-authority

Standing Advice valid from 1st January 2023 until 31st December 2024

SCHEDULE 3

THE OWNERS GENERAL COVENANTS

1 OWNERS GENERAL COVENANTS

The Owner covenants with the Council as follows

1 1 To notify the Council of commencement of construction of the Tower Element for the Development within 5 Working Days,

1 2 To notify the Council within 5 Working Days of the topping out (so that it is wind and watertight) of the Tower Element,

1 3 To notify the Council within 5 Working Days of Completion of Construction of 80% of the Tower Element,

1 4 To notify the Council within 5 Working Days of Practical Completion of the building containing the final Apartment to be constructed as part of the Development,

1 5 To notify the Council within 5 Working Days of Practical Completion of the Development

1 6 That they shall not carry out, procure or allow to be carried out any further implementation of development authorised by the Extant Permissions from the date of this Agreement

2 PAYMENT OF THE ADDITIONAL AFFORDABLE HOUSING CONTRIBUTION AND AFFORDABLE HOUSING CONTRIBUTION

The Owner covenants with the Council as follows·

2 1 To pay the Additional Affordable Housing Contribution on the date hereof

2 2 To pay the Affordable Housing Contribution First Index Linked to the Council in the following tranches

2 2 1 The sum of £550,000 First Index Linked on commencement of construction of the Tower Element,

2 2.2 The sum of £550,000 First Index Linked within 30 Working Days of the topping out (so that it is wind and watertight of the Tower Element),

2 2 3 The sum of £1,100,000 First Index Linked within 30 Working Days of Practical Completion of the building containing the final Apartment to be constructed as part of the Development, and

2 2 4 The remaining balance of £30,000 First Index Linked no later than the date 12 months after Practical Completion of the Development

2 3 In the event that all or any part of the Affordable Housing Contribution has not been paid by 20th June 2027 to pay the outstanding balance in full within 30 Working Days

3 VIABILITY REVIEW AT CALCULATION DATE AND VIABILITY PAYMENT

The Owner covenants with the Council as follows

3 1 Within ten (10) Working Days of the Calculation Date to provide a copy of the Viability Appraisal in order that the Council may instruct a Chartered Surveyor to review the Viability Appraisal and advise the Council on its contents and conclusion

3 2 Within sixty (60) Working Days of its receipt of the Viability Appraisal the Council shall give written notice to the Owner either -

3 2 1 Stating that it accepts the Viability Appraisal, or

3 2 2 Correcting or challenging any of the amounts or conclusions included in the Viability Appraisal and giving details of the disputed amounts or conclusions

3 3 In the event that the Council shall have served a notice on the Owner pursuant to paragraph 3 2 2 of this Schedule 3 the Owner and the Council shall use reasonable endeavours to reach agreement in respect of the Viability Appraisal but if the Owner and the Council shall have failed to agree the Viability Appraisal within twenty-eight (28) Working Days of the notice served by the Council pursuant to Paragraph 3 2 2 of this Schedule 3, then the matter in dispute shall be referred to the Chartered Surveyor, in accordance with the provisions of Clause 7 with the Chartered Surveyor being requested that he/she should as soon as practicable issue a written determination as to the matter in dispute and a written determination of the correct Viability Appraisal, which both parties agree will be final and binding upon them (save in respect of manifest error),

3 4 The Viability Appraisal not by way of limitation shall include and confirm

3 4 1 the GDV and NDV,

3 4.2 the Costs,

3 4 3 the Gross Margin, and,

3 4 4 the Viability Payment, if any

3 5 Viability Payment

3 5 1 On or before the Viability Payment Deadline to pay to the Council the Viability Payment (if any);

3 5 2 In the event that the information contained in the Viability Appraisal (as agreed by the Council or determined pursuant to paragraph 3 3 of this Schedule 3) shows that a Viability Payment is not due then it is agreed by the Council that the Viability Payment shall not be payable although the Viability Assessment Fee shall still be due,

3 5 3 If a Viability Payment is due then from the Viability Payment Deadline to cease further Occupation nor permit or allow further Occupation of the Dwellings until payment of the Viability Payment has been received by the Council

SCHEDULE 4

The Council's covenants

1 To use the Additional Affordable Housing Contribution the Affordable Housing Contribution and Viability Payment, if any, towards the provision of Affordable Housing within the Administrative Boundaries of Manchester and for no other purpose

2 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

3 To issue the Planning Permission within two (2) Working Days of the date hereof

4 That on completion of this Agreement provided the Owner is complying with their covenant given in Paragraph 1 6 of Schedule 3 it will not seek to enforce the Extant Planning Obligations

SCHEDULE 5

VIABILITY TEMPLATE

Land bound by Jacksons Row and Bootle Street, Manchester

Gross Development Value (GDV) £

All in build cost TBA	£
Contingency on build costs TBA	£
Professional fees on build costs TBA	£
Sales and Marketing Costs TBA	£
Section 106 'Affordable Housing Contributions' payments TBA	£
Finance cost of TBA	£
Tax Relief - TBA	£
Agreed Land Value	£
Agreed Stamp Duty - TBA	£
Residential and Commercial Letting Agent and Legal Fees	£
Investment Sales Agent & Legal Fees	£
TOTAL COSTS (Costs)	£
Gross Margin equals GDV - Costs	£
Permitted Profit Level – based upon 11% of Cost	£
Gross Margin minus Permitted Profit Level	£
VIABILITY PAYMENT – equating to Gross Margin minus Permitted Profit Level, capped to £187,793 43 (subject to being Second Index Linked	£

The Common Seal of **THE COUNCIL OF THE CITY OF MANCHESTER** was affixed to this Deed in the presence of:

[redacted]



Authorised signatory .....

EXECUTED as a DEED (but not delivered)
Until the date of this Agreement) for and on)
behalf of **ST MICHAELS**)
UK PROPCO 2 LIMITED)
acting by a Director) Director
in the presence of:)

[redacted]

[redacted]

Witness Signature: .....

Witness Name: ANDREW CAVANAGH

Witness Address: [redacted]

EXECUTED as a DEED (but not delivered)
until the date of this Agreement) for and on)
behalf of **FRED DONE PROPERTY**)
TRADING GROUP LIMITED)
acting by a Director) Director
in the presence of)

Witness Signature [redacted]
Witness Name
Witness Address

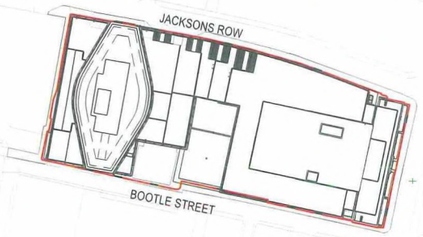
EXECUTED as a DEED (but not delivered)
Until the date of this Agreement) for and on) Joseph Gadd Authorised Signatory
behalf of **CBRE LOAN**) [redacted]
SERVICES LIMITED)
acting by a ~~Director~~ Authorised Signatory) ~~Director~~
in the presence of)

Witness Signature [redacted]
Witness Name
Witness Address

In the presence of
Witness signature
Witness name George [illegible]
Occupation Assistant
Address [illegible] Bennetta Place
London W1

Appendix

The Tower



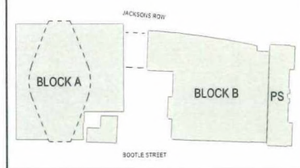
[redacted]

A7 SITE PLAN

1 : 1000

15/11/2019 17:44:30

Key Plan



General Notes

NO:	DATE:	ISSUE:
P01	15/11/19	S73 Submission

Status

FOR INFORMATION

Interior Designer

Synagogue Consultant

FDG fairhursts design group

Design Consultant

hodder+partners

Civil Engineer

RAMBOLL

Services Engineer

HOARE LEA

Fire Engineer

OMEGA FIRE

Client

STM

Landscape Designer

Project Manager

zerum

Architect

SOM
Skidmore, Owings & Merrill, Inc.
The Broadgate Tower, 20 Primrose Street
London EC2A 2EW, UK
Tel: +44 (0)20 7798 1000 Fax: +44 (0)20 7798 1100

Project Name

ST. MICHAELS DEVELOPMENT, MANCHESTER

Drawing Title

SITE PLAN

Project No	Drawing No	Revision
218739	S73-011	P01
Scale @ A0: As indicated		

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