

Dated 22 September 2025

MANCHESTER CITY COUNCIL (1)

and

GREAT PLACES HOUSING ASSOCIATION (2)

Agreement
under Section 111 of the Local Government Act 1972
relating to Land at Grey Mare Lane

City Solicitor P O Box 532
Town Hall
Albert Square Manchester M60 2LA
Ref: PLA 001 /84174

DATE

22 September

2025

PARTIES

- (1) **MANCHESTER CITY COUNCIL** of PO Box 532 Town Hall Albert Square Manchester M60 2LA ("the Council"); and
- (2) **GREAT PLACES HOUSING ASSOCIATION Co** (a charitable registered society as defined in section 1 of the Co-operative and Community Benefit Societies Act 2014 (19564R) whose registered office is at 2a Derwent Avenue, West Disbury, Manchester, M21 7QP

INTRODUCTION

- A The Council is the freehold owner of the Site shown on the attached Plan.
- B The Council intends to transfer the Site to Great Places Housing Association.
- C The parties have agreed to enter into this Agreement with the intention that this Agreement may be enforced by the Council against Great Places Housing Association.

OPERATIVE PROVISIONS

1. DEFINITIONS

- 1.1. For the purposes of this Agreement the following expressions shall have the following meanings:

"Application"

means the application for full planning permission submitted to and received by the Council for the Development and allocated reference number 142453/FO/2025

"Development"

means the development to be undertaken on the Site pursuant to the Planning Permission as specified in the Application being a new six storey building to form 82 dwellings with associated landscaping car parking and boundary treatment
"Developed" shall be construed

"Plan"

the plan attached to this Agreement

"Planning Permission"

the full planning permission granted by the Council pursuant to the Application and any planning permission granted pursuant to an application under section 73 of the Act relating to permission 142453/FO/2025 ("a Subsequent Permission") and any planning permission granted pursuant to an application under section 73 relating to a Subsequent Permission

"Site"

the land known as land at Grey Mare Lane and Ashton New Road Manchester M11 3DG registered at HM Land Registry Freehold under title numbers GM 732 932 as shown edged red on the Title Plan and Leasehold under title number GM 113 654 as shown edged green on the Title Plan

2. CONSTRUCTION OF THIS AGREEMENT

- 2.1. Unless otherwise indicated references to clauses and Schedules are to clauses of and Schedules to this Agreement and references in a Schedule to a Part or paragraph are to a Part or paragraph of that Schedule.
- 2.2. Words importing the singular meaning where the context so admits include the plural meaning and vice versa.
- 2.3. Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed interchangeable in that manner.
- 2.4. Wherever there is more than one person named as a Party and wherever more than one Party undertakes an obligation all their obligations can be enforced against all of them jointly and against each individually unless there is an express provision otherwise.
- 2.5. Any reference to an Act of Parliament shall include any modification, extension or re-enactment of that Act for the time being in force and shall include all

5 No. Accessible = 7% Total Car Parking

BowkerSadler

Great Places Housing Group

Serial No.	Original	Copy	Unit	Expiring	Number	Series
Subj: 1. 200	Drive Data	Q A1	K2	MD	31/02/2024	

22-049 - BSA - A-1005 J

Hatherlow House, Hatherlow, Romley, Stockport, SK6 3DY
 0161 402 7333 office@bowlers-sides.co.uk www.bowlers-sides.co.uk



instruments, orders, plans, regulations, permissions and directions for the time being made, issued or given under that Act or deriving validity from it.

- 2.6. Any covenant not to do any act or thing includes a covenant not to permit or allow the doing of that act or thing.
- 2.7. References to the Site include any part of it.
- 2.8. The headings are for reference only and shall not affect construction.
- 2.9. A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.

3. LEGAL BASIS

- 3.1. This Agreement is entered pursuant to the powers contained in Section 111 of the Local Government Act 1972, Section 1 of the Localism Act 2011 and all other enabling powers.
- 3.2. Nothing in this Agreement restricts or is intended to restrict the proper exercise at any time by the Council of any of its statutory powers, functions or discretions in relation to the Site or otherwise.
- 3.3. This Agreement will come into effect on the date hereof.
- 3.4. No provisions of this Agreement shall be enforceable under the Contracts (Rights of Third Parties) Act 1999.

4. OBLIGATIONS OF THE PARTIES

- 4.1. Great Places Housing Association covenants that it will complete the s106 Agreement in the form attached in the First Schedule immediately after completion of the transfer to it of the freehold interest in the Site.
- 4.2. The Council shall following completion of this Deed grant the Planning Permission in the form within the First Schedule to this Deed.

5. NOTICES

- 5.1. Any notice, demand or other communication to be delivered to a Party under this Agreement shall be in writing or via email and shall be in the manner and marked for the attention of the person from time to time designated by it to the

5.1.1 City Solicitor at Fiona Ledden City Solicitor PO Box 532 Town Hall
Manchester M60 2LA

5.1.2. Great Places Housing Association at 2a Derwent Avenue, West
Disbury, Manchester, M21 7QP.

Nick Gornall (Director of Development)

nick.gornall@greatplaces.org.uk

5.2. Subject to clause 5.3 below and unless the date and/or time of actual receipt is proved a notice, demand or other communication sent by the following means is to be treated as having been served as follows:

5.2.1. If delivered by hand at the time of delivery;

5.2.2. If sent by pre-paid first class post on the second Working Day after posting;

5.2.3. If sent by recorded delivery at the date and time delivery was signed for;

5.2.4. If sent by email, on the day when acknowledgement of receipt has been provided by the Council.

5.3. If a notice, demand or other communication is served after 4.00pm on a Working Day or on a day that is not a Working Day it is to be treated as having been served on the next Working Day.

6. JURISDICTION

6.1. This Agreement is governed by and shall be interpreted in accordance with the laws of England.

FIRST SCHEDULE - draft Section 106 Agreement

DATED _____ 2025

THE COUNCIL OF THE CITY OF MANCHESTER

– and –

GREAT PLACES HOUSING ASSOCIATION

AGREEMENT

pursuant to section 106 of the Town and
Country Planning Act 1990 (as amended)
relating to Land bounded by Grey Mare Lane and Ashton New Road Manchester

City Solicitor
P O Box 532
Town Hall
Albert Square
Manchester M60 2LA
L/MKE/PLA001/84174

THIS AGREEMENT is made the

day of

2025

BETWEEN:

- (1) **THE COUNCIL OF THE CITY OF MANCHESTER** of Town Hall, Albert Square, Manchester, M60 2LA (the “**Council**”);
- (2) **GREAT PLACES HOUSING ASSOCIATION** (Company Registration. Number 19564R) whose registered office is at 2a Derwent Avenue, West Didsbury, Manchester, M21 7QP (the “**Owner**”);

BACKGROUND

- A The Council is the local planning authority for the purposes of the Act in relation to the Site and is the authority by whom the obligations hereby created are enforceable. The Development will be carried out on the Site. The Site is situated within the Administrative Boundaries of Manchester and this planning obligation is enforceable by the Council.
- B The Owner is the Freehold owner of the Site registered at the Land Registry with Title Absolute under title number **MAN XXXX** together with but subject to all matters contained or referred to in the Title Registers thereunder.
- D The Application was submitted to the Council for planning permission to carry out the Development in the manner set out in the plans, specifications and particulars forming part of the Application.
- E The Council as local planning authority is satisfied that the Development is such as may be approved by the Council under the Act and is minded granting planning permission for the Development in accordance with the Application but having considered the Local Plan and the Regulations is desirous of the Owner entering into this Agreement without which planning permission would not be granted.
- F 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.
- G The planning purpose of this Agreement is to improve the amenity of land in the locality of the Site with benefit for the occupiers of the Development and to mitigate the adverse impacts of the Development in accordance with the development plan for the area and other material considerations. The Council is satisfied that the obligations in this Agreement are:
 - (a) necessary to make the Development acceptable in planning terms (including where appropriate, obligations necessary to mitigate the adverse impacts of the Development in accordance with the development plan for the area and other material considerations);
 - (b) directly related to the Development; and
 - (c) fairly and reasonably related in scale and kind to the Development.

AGREED TERMS

DEFINITIONS AND INTERPRETATION

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

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

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

“Agreement” shall mean this agreement;

“Application” the application to which the Council gave the reference 142453/FO/2025 for planning permission for the Development;

“Commencement of Development” the date upon which the Development shall begin by the carrying out of a material operation in accordance with the provisions of section 56(4) of the Act PROVIDED THAT any works of or associated with site clearance, remediation works, environmental or archaeological investigations, site and soil surveys, erections of contractors work compound, 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 and **“Commence”**, **“Commencement”** and **“Commenced”** shall be construed accordingly. Commencement will be deemed to have taken place whether it takes place on the Site or on the land adjacent to the Site;

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

“Development” the development undertaken on the Site pursuant to the Planning Permission as specified in the Application being a new six storey building to form 82 dwellings with associated landscaping car parking and boundary treatment **“Developed”** 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;

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

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

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

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

“Plan” the plan attached to the Agreement with reference “22049 A 1005;

“Planning Obligation” shall mean the obligation of the Owners specified in Schedule 3;

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

“Regulations” the Community Infrastructure Levy Regulations 2010.

“RICS” the Royal Institution of Chartered Surveyors.

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

“Contribution” shall mean the payment of three thousand nine hundred and ninety five pounds (£3,995) made by the Owner to the Council for the maintenance of the biodiversity measures undertaken to enhance replacement landscaping and habitat that is lost as a consequence of the implementation of Planning Permission which payment should be made in accordance with paragraph 1 of the Schedule 3;

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

1.2 The Clause headings do not affect this interpretation.

1.3 Unless otherwise indicated, references to Clauses and Schedules are to Clauses of and Schedules to this Agreement and references in a Schedule to a Part or Paragraph are to a Part or Paragraph of that Schedule.

1.4 References to any statute or statutory provision include reference to:

1.4.1 all Acts of Parliament and all other legislation having legal effect in the United Kingdom as directly or indirectly amended, consolidated, extended, replaced or re-enacted by any subsequent legislation; and

1.4.2 any orders, regulations, instruments or other subordinate legislation made under that statute or statutory provision.

1.5 Except for the provisions of Clause 9 references to the Site include any part of it.

1.6 References to any party in this Agreement include the successors in title of that party. In addition, references to the Council include any successor local planning authority exercising planning powers under the Act and any successor local highway authority exercising powers under the Highways Act 1980.

1.7 “**Including**” means “**including, without limitation**”.

1.8 Any covenant by the Owner or the Council not to do any act or thing includes a covenant not to permit or allow the doing of that act or thing.

1.9 If any provision is held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remainder of this Agreement is to be unaffected.

1.10 Words importing the singular meaning where the context so admits include the plural meaning and vice versa.

1.11 Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed interchangeable in that manner.

2 PLANNING OBLIGATION

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

3 CONDITION PRECEDENT

3.1 This Agreement is conditional upon the grant of the Planning Permission and Commencement of Development save for the provisions of Clauses 9, 11, 15, 17 and 18 which shall have immediate effect.

4 CONDITION SUBSEQUENT

If the Planning Permission for the Development has not been implemented by the carrying out of a material operation in accordance with the provisions of sections 56, 91 and 93 of the Act or is revoked or modified in whole or in part (other than in approval of an application by or on behalf of either of the Owners) or quashed or declared unlawful as a result of legal proceedings then this Agreement shall absolutely determine and become null and void but without prejudice to the rights of either party against the other in respect of any antecedent breach.

5 THE OWNER'S COVENANTS

5.1 The Owner on behalf of himself and any person deriving title to any part of the Site from the Owner hereafter hereby covenants with the Council so as to bind the Site to fully observe and perform the obligations on his part contained in this Agreement including those obligations set out in Schedule 3 and hereby agrees that the Site shall be permanently subject to the obligations, restrictions and

provisions specified herein, such obligations being planning obligations for the purpose of section 106 of the Act.

6 THE COUNCIL'S COVENANTS

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

7 DISPUTE RESOLUTION

7.1 In the event of any dispute arising in connection with any of the terms of this Agreement other than a dispute involving the construction or interpretation of the terms of this Agreement or the enforcement of any decision pursuant to this Clause, the same shall unless the Council and the Owner otherwise agree be referred to an Expert to be appointed by agreement between the Council and the Owner.

7.2 If the Council and the Owner are unable to agree on the appointment of an Expert within thirty (30) days of one party serving notice on the other calling for the appointment of an Expert, then an Expert shall be appointed on the application of either party to the President for the time being of the Royal Town Planning Institute.

7.3 Any reference of a dispute to an Expert shall if the parties are agreed in writing be deemed to be a reference to an expert 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 representations and cross-representations with such supporting evidence as they shall respectively consider necessary and the Expert shall have regard thereto in making his decision which shall be delivered in writing. The reference of any dispute shall include authority to determine in what manner all the costs of the referral shall be paid.

8 WAIVER

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

9 CHANGE IN OWNERSHIP & LIABILITY

9.1 The Owner agrees with the Council to give the Council immediate written notice of any change in ownership of any of its interest in the Site occurring before all the obligations under this Agreement have been discharged such notice to give details of the transferee's full name and registered office (if a company or usual address if not) together with (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 but without prejudice to liability for any subsisting breach arising prior to parting with such interest nor shall this hinder or preclude the Council's rights as the Local Planning Authority to require that the breach, non performance or non observance be remedied after that person has parted with its interest in the Site.

10 COUNCIL'S CONSENT OR APPROVAL

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

11 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 For the purpose of noting this Agreement on the titles of the Owner registered under title numbers **MAN XXXXXXXX** at the Land Registry the Owner will on the date hereof provide the Council with completed Form AN1 (or any replacement of this form) together with either a cheque made payable to the Land Registry to cover the requisite fee or alternatively with the Owner's solicitor's completed Land Registry account key number details inserted in the form. The Council will arrange for the AN1 (or any replacement of this form) to be registered at the Land Registry and the Owner will supply the Council with a copy of the amended registers as soon as reasonably practicable following their receipt by the Owner from the Land Registry.

11.3 In the event that any requisitions are raised by the Land Registry in connection with the application for registration the Owner/Owners will ensure that such requisitions are dealt with promptly.

11.4 The Council will upon receipt of a written request of the Owner's or their 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.

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

12 NON-PROHIBITION ON DEVELOPMENT

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

13 THE CONTRACTS ACT

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

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

14 COMMUNICATION

14.1 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

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

14.1.2 to the Owner and the Mortgagee respectively at their last known addresses;

15 FEES

15.1 On completion of this Agreement, the Owner shall pay forthwith to the Council its legal fees reasonably and properly incurred in preparation of this agreement and the Management Fee;

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

16. INTEREST

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

17. JURISDICTION

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

18 COMPLETION

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

19. WARRANTY AS TO TITLE

The Owner hereby warrants to the Council that the title details recited in this Agreement are complete and accurate in every respect and no other person has a legal or equitable interest in the Site and hereby indemnifies the Council in respect of any loss that arises should there be any breach of this warranty.

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

SCHEDULE 1

The Site

Land bounded by Grey Mare Lane and Ashton New Road Manchester shown for the purposes of identification only edged red on the Plan.

SCHEDULE 2

Planning Permission



Town & Country Planning Act 1990 (as amended)

Planning Permission

Applicant

Lola Barlow
Great Places Housing Group
2A Derwent Avenue
East Didsbury
Manchester
M21 7QS

Agent (if used)

Mr Michael Daniels
Bowker Sadler Architecture
Hatherlow House
Romiley
Stockport
SK6 3DY

Part 1 – Particulars of the application/development

Proposal: Erection of a six storey building to form 82 residential dwellings (Use Class C3a) with associated landscaping, car parking and boundary treatment

Location: Land At The West Side Of The Junction Of Grey Mare Lane And Ashton New Road, Manchester

Date of application: 1 April 2025

Application number: 142453/FO/2025

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 in a positive and proactive manner based on seeking solutions to problems arising in relation to dealing with the planning application. Pre application advice has been sought in respect of this matter where early discussions took place regarding the siting/layout, scale, design and appearance of the development along with noise, traffic and air quality impacts. Further work and

discussion have taken place with the applicant through the course of the application. The proposal is considered to be acceptable and therefore determined within a timely manner.

Condition(s) attached to this decision

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

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

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

Drawings

1070 Typical Bay Study Rev C 1071 Typical Bay Study - Main Entrance Rev C 1072 Typical Bay Study - Communal Garden Elevation Rev C 1073 Typical Bay Study - South Entrance Elevation 1074 Typical Bay Study - Recessed Balcony North Elevation 1076 Typical Bay Study - Recessed Balcony East Elevation received by the City Council, as Local Planning Authority, on the 1 April 2025

1005 Rev. J received by the City Council, as Local Planning Authority, on the 16 April 2025

1010 Apartment Floor Plans Rev F, 1011 Ground Floor Plan Rev H, 1012 First Floor Rev H, 1013 Rev J Second Floor, 1014 Rev F Third Floor, 1015 Rev G Fourth Floor, 1016 Rev G Fifth Floor, 1020 Rev E roof plan, 1030 Rev D elevations 1, 1031 Rev D elevations 2, 1040 street elevations, 1050 Rev A Proposed Site Sections received by the City Council, as Local Planning Authority, on the 17 March 2025

Supporting Documents

34338-SUT-ZZ-00-RP-S-0001 FRA and Drainage Strategy Affordable Housing Statement GML Plot A Arb Impact Assessment Rev E Arb Method Statement Rev E Broadband Connectivity Crime Impact Statement 24-0342C Daylight and Sunlight Assessment 20250303 - 2274- GML - GPHA - BRE - ER Rev01 GD04 Waste Storage and Collection Proforma Green and Blue Infrastructure Statement Grey Mare Lane BNG Report_P02_Feb25 Grey Mare Lane PEA_P01 Phase I 16-908-R1 - Grey Mare Lane-Site 1 - GSA Residential Development - June 23 Phase II Vol 1 16-908-R2-1 - Grey Mare Lane - June 2024 Phase II Vol 2 34338-SUT-ZZ-00-RP-G-7201 Planning Statement A Statutory BNG Condition Assessments_April24 Statutory BNG Metric 25-02-27_Grey Mare Lane Transport Statement 250224_SK22440_TS01-03 Volume 1 Transport Statement 250224_SK22440_TS01-03 Volume 2 Transport - Technical Note - 250605/SK22440/TN01(-01) Z59199 2 Energy Statement Grey Mare Lane 04-03-2025pa Grey_Mare_Lane_-_Television_and_Radio_Reception_Impact_Assessment_v0.1 Noise Impact Assessment Rev. C Ground Gas Addendum Report Gas Calibration Certificate Design and Access Statement Rev. A Part 1 Design and Access Statement Rev. A Part 2 Received by the City Council, as Local Planning Authority, on the 17 March 2025

Air Quality Assessment Rev. A received by the City Council, as Local Planning Authority, on the 9 July 2025

Ground Gas Addendum and Noise Impact Assessment Ref: Z59199 RevC received by the City Council, as Local Planning Authority, on the 24 June 2025

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

3) No vegetation clearance shall take place during the optimum period for bird nesting (March - September inclusive) unless nesting birds have been shown to be absent, or, a method statement for the clearance including for the protection of any nesting birds is agreed in writing by the City Council, Local Planning Authority. Any method statement shall then be implemented for the duration of the clearance works.

Reason - In order to protect wildlife from works that may impact on their habitats pursuant to policy EN15 of the Manchester Core Strategy (2012).

4) Prior to the commencement of the development, a bat mitigation strategy shall be submitted for approval in writing by the City Council, as Local Planning Authority. This shall include:

- Methods for undertaking the pre-felling inspection by a suitably licensed ecologist for any trees remaining with bat roost suitability (PRF-I / PRF-M). The results of the inspection should be submitted and approved in writing by the City Council, as Local Planning Authority, prior to the removal of the trees.
- Details of the precautionary working measures, including use of machinery to reduce noise and vibration, to be undertaken during the construction period to ensure no disturbance impacts to bats.
- A suitable lighting design that considers the effects of lighting on foraging/commuting bats in addition to biodiversity features in general

The approved strategy shall be implemented as part of the development and any measures agreed shall be implemented during construction works and before the development is first occupied.

Reason - In the interest of having an appropriate bat mitigation strategy in place pursuant to policy EN15 of the Manchester Core Strategy (2012).

5) a) Prior to the commencement of the development, details of a Local Labour Proposal, in order to demonstrate commitment to recruit local labour for the duration of the construction of the development, shall be submitted for approval in writing by the City Council, as Local Planning Authority. The approved document shall be implemented as part of the construction of the development.

In this condition a Local Labour Proposal means a document which includes:

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

(b) Within one month prior to construction work being completed, a detailed report which takes into account the information and outcomes about local labour recruitment

pursuant to items (i) and (ii) above shall be submitted for approval in writing by the City Council as Local Planning Authority.

Reason - The applicant has demonstrated a commitment to recruiting local labour pursuant to policies SP1, EC1 and DM1 of the Manchester Core Strategy (2012).

6) (a) The development shall not commence until a scheme for the drainage of surface water from that phase of the new development shall be submitted for approval in writing by the City Council as the Local Planning Authority. This shall include:

- Progression through the drainage hierarchy must be evidence based and supported by site investigation including assessments of ground conditions and infiltration testing in accordance with BRE365. Proposals of attenuation should achieve half drain time within 24 hours.
- Where surface water is connected to the public sewer, agreement in principle from United Utilities is required that there is adequate spare capacity in the existing system taking future development requirements into account. An email of acceptance of proposed flows and/or new connection will suffice.
- Maximised integration of green SuDS components (utilising infiltration or attenuation) if practicable.
- Construction details of flow control and SuDS elements.
- A plan indicating easements. SuDS features (including attenuation tanks) should be appropriately positioned, including a 2.5m easement from the existing highway and a 5m easement from any dwellings, guaranteeing accessibility for future maintenance and contingency for asset failure. This practice is in accordance with SuDS Manual (C753).

The development shall be constructed and completed in accordance with the approved details prior to the first occupation/use of the development.

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 of the Manchester Core Strategy (2012).

7) a) Notwithstanding the Phase I Geoenvironmental Site Assessment, Grey Mare Lane Site 1, Manchester, E3P, Reference: 16-908-R1, Dated: June 2023. o Phase II Geoenvironmental Site Assessment, Grey Mare Lane Site 1, Manchester, E3P, Reference: 16-908-R2-1, Dated: June 2024. o Phase II Interpretative Ground Assessment, Grey Mare Lane, Manchester, Sutcliffe, Reference: 34338-SUT-ZZ-00-RP-G-7201, Dated: January 2025 received by the City Council, as Local Planning Authority on the 17 March 2025, the development shall not commence (other than enabling works including site clearance and service diversions) until the following information for that phase has been submitted for approval in writing by the City Council, as Local Planning Authority:

- Results of the ground gas monitoring;
- Calibration certificate(s) for the gas monitoring equipment to cover the entire monitoring period.
- The risk assessment to date is not acceptable from a mine gas perspective as BS8485 is not suitable and need to use alternative guidance such as that by CL:AIRE
- Submission of a Remediation Strategy

b) 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 as Local Planning Authority prior to the first occupation of the building.

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

Reason - To ensure that the presence of or the potential for any contaminated land and/or groundwater is detected and appropriate remedial action is taken in the interests of public safety, pursuant to policies DM1 and EN18 of the Core Strategy.

8) Prior to the commencement of development, a detailed construction management plan outlining working practices for the proposed development construction shall be submitted to and approved in writing by the Local Planning Authority.

For the avoidance of doubt the construction management plans shall include:

- o Display of an emergency contact number;
- o Communication strategy with residents;
- o Details of Wheel Washing;
- o Dust suppression measures;
- o Compound locations where relevant;
- o Location, removal and recycling of waste;
- o Routing strategy and swept path analysis;
- o Parking of construction vehicles and staff; and
- o Sheeting over of construction vehicles.

Manchester City Council encourages all contractors to be 'considerate contractors' when working in the city by being aware of the needs of neighbours and the environment. Membership of the Considerate Constructors Scheme is highly recommended.

The development shall be carried out in accordance with the approved construction management plans for the duration of the demolition and construction parts of the development.

Reason - To safeguard the amenities of nearby residents and highway safety, pursuant to policies SP1, EN9, EN19 and DM1 of the Manchester Core Strategy (July 2012).

9) Prior to the commencement of the development, a construction environmental management plan (CEMP: biodiversity) shall be submitted for approval in writing by the City Council, as Local Planning Authority. This shall include details of suitable protection of retained trees and that suitable RAMS are provided for bats during tree works and for hedgehog during site clearance.

The approved CEMP shall be adhered to and implemented throughout the construction period in accordance with the approved details.

Reason - In the interest of minimising the impact on the Site of Biological Importance pursuant to policy EN15 of the Manchester Core Strategy (2015).

10) Prior to the commencement of the development (other than enabling works including site clearance and service diversions), all material to be used on all external elevations of the development shall be submitted for approval in writing by the City Council, as Local Planning Authority. This shall include the submission of samples (including a panel) and specifications of all materials to be used on all external elevations of the development along with jointing and fixing details, details of the drips to be used to prevent staining, ventilation/air brick details and a strategy for quality control management.

The approved materials shall then be implemented as part of the development.

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.

11) The window reveals and soffits for the development shall be carried out in accordance with drawing 1070 Rev C received by the City Council, as Local Planning Authority, on the 1 April 2025

The extent of the window reveals and detailing will be as follows:

- Full brick reveal (200 mm) and full brick soffit.

Reason - In the interest of preserving the architectural detailing on the scheme pursuant to policies EN1 and DM1 of the Manchester Core Strategy (2012).

12) Notwithstanding drawing 423 01 Rev D received by the City Council, as Local Planning Authority, on the 17 March 2025, prior to any above ground works, details of the siting, scale, appearance and material for the proposed boundary treatment shall be submitted for approval in writing by the City Council, as Local Planning Authority. The approved details shall be implemented as part of the development and be in place prior to the first occupation of the development.

The boundary treatment shall be retained and maintained in situ thereafter and notwithstanding the provisions of the Town and Country Planning (General Permitted Development) Order 2015 (or any order revoking or re-enacting that Order with or without modification) no boundary treatment shall be erected on site, other than that shown on the approved plans.

Reason - In the interest of visual amenity and security of the site pursuant to policies SP1 and DM1 of the Manchester Core Strategy (2012).

13) The development hereby approved shall be carried out in accordance with the Energy Statement received by the City Council, as Local Planning Authority, on the 17 March 2025.

A post construction review certificate/statement shall be submitted for approval in writing by the City Council, as Local Planning Authority, within 3 months of first occupation of a building at the development hereby approved.

Reason - In order to minimise the environmental impact of the development pursuant to policies SP1, T1-T3, EN4-EN7 and DM1 of the Core Strategy and the principles contained within The Guide to Development in Manchester SPD (2007) and the National Planning Policy Framework.

14)) Prior to the first occupation of each building of the development, details of the implementation, maintenance and management of the sustainable drainage scheme shall be submitted for approval in writing by the City Council, as Local Planning Authority.

This shall include:

- Verification report providing photographic evidence of construction as per design drawings;
- As built construction drawings if different from design construction drawings;
- Management and maintenance plan for the lifetime of the development which shall include the arrangements for adoption by any public body or statutory undertaker, or any other arrangements to secure the operation of the sustainable drainage scheme throughout its lifetime.

The implementation of the management and maintenance plan shall be implemented in accordance with the timescales agreed and retained for as long as the development remains in use.

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, EN14 and DM1 of the Manchester Core Strategy (2012).

15) a) Notwithstanding drawing 423 02 Rev A received by the City Council, as Local Planning Authority, on the 17 March 2025, prior to any above ground works, details of a hard and soft landscaping treatment scheme (including the proposed size and species of trees) shall be submitted for approval in writing by the City Council as local planning authority.

(b) The approved scheme shall be implemented prior to the first occupation of each building of the development. If within a period of 30 years from the date of the planting of any tree or shrub, that tree or shrub or any tree or shrub planted in replacement for it, is removed, uprooted or destroyed or dies, or becomes, in the opinion of the local planning authority, seriously damaged or defective, another tree or shrub of the same species and size as that originally planted shall be planted at the same place.

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

16) (a) Notwithstanding the Noise Impact Assessment received by the City Council, as Local Planning Authority on 17 March 2025, prior to the first occupation the building of the development a scheme for acoustically insulating the proposed residential accommodation against noise from the local traffic network shall be submitted for approval in writing by the City Council, as Local Planning Authority. The approved noise insulation scheme shall be completed before the first occupation each building of the development.

Noise survey data must include measurements taken during a rush-hour period and night time to determine the appropriate sound insulation measures necessary. The following noise criteria will be required to be achieved:

Bedrooms (night time - 23.00 - 07.00) 30 dB L Aeq (individual noise events shall not exceed 45 dB L Amax,F by more than 15 times)

Living Rooms (daytime - 07.00 - 23.00) 35 dB L Aeq

Gardens and terraces (daytime) 55 dB L Aeq

(b) Prior to the first occupation of the building 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 have been met. In instances of non-conformity, these shall be detailed along with mitigation measures required to ensure compliance with the noise criteria. A verification report and measures shall not be agreed until such a time as the development complies with part (a) of this planning condition.

Any mitigation measures shall be implemented in accordance with a timescale to be agreed in writing with the City Council, as Local Planning Authority, and thereafter be retained and maintained in situ.

Reason: To secure a reduction in noise from traffic or other sources in order to protect future residents from noise disturbance pursuant to policies SP1, H1 and DM1 of the Core Strategy (2007) and saved policy DC26 of the Unitary Development Plan for the City of Manchester (1995).

17) (a) Prior to the first occupation of the building of the development, details of any 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 (L_{aeq}) below the typical background (L_{a90}) level at the nearest noise sensitive location.

(b) Prior to the first occupation 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. A verification report and measures shall not be agreed until such a time as the development complies with part (a) of this planning condition.

Any mitigation measures shall be implemented in accordance with a timescale to be agreed in writing with the City Council, as Local Planning Authority. Any measures shall thereafter be 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 (2012) and saved policy DC26 of the Unitary Development Plan for the City of Manchester (1995).

18) The waste management arrangements for the development hereby approved shall be carried out in accordance with the Waste Management Strategy received by the City Council, as Local Planning Authority, on the 17 March 2025.

The details shall be implemented prior to the first occupation of the building of the development and thereafter retained and maintained in situ.

Reason - To ensure adequate refuse arrangement are put in place for the development pursuant to policies EN19 and DM1 of the Manchester Core Strategy.

19) The development hereby approved shall include a building and site lighting scheme and a scheme for the illumination of external areas during the period between dusk and dawn. Full details of such a scheme shall be submitted for approval in writing by the City Council, as Local Planning Authority before the first occupation of the development hereby approved. The approved details shall be implemented in full prior to the first occupation of each building of the development and shall remain in operation for so long as the development is occupied.

Reason - In the interests of amenity, crime reduction and the personal safety of those using the proposed development in order to comply with the requirements of policies SP1 and DM1 of the Core Strategy.

20) If any lighting at the development hereby approved, when illuminated, causes glare or light spillage which in the opinion of the Council as local planning authority causes detriment to adjoining and nearby residential properties, within 14 days of a written request, a scheme for the elimination of such glare or light spillage shall be submitted to the Council as local planning authority and once approved shall thereafter be retained in accordance with details which have received prior written approval of the City Council as Local Planning Authority.

Reason - In order to minimise the impact of the illumination of the lights on the occupiers of nearby residential accommodation, pursuant to policies SP1 and DM1 of the Core Strategy.

21) The development hereby approved shall be carried out in accordance with the Crime Impact Statement (2024/0342/CIS/01) prepared by Design for Security at Greater Manchester Police stamped as received by the City Council, as Local Planning Authority, on the 17 March 2025. The development shall only be carried out in accordance with these approved details. The development hereby approved shall not be occupied or used until the Council as local planning authority has acknowledged in writing that it has received written confirmation of a Secured by Design accreditation.

Reason - To reduce the risk of crime pursuant to policies SP1 and DM1 of the Core Strategy and to reflect the guidance contained in the National Planning Policy Framework.

22) Prior to the first occupation of the development, the siting, scale and appearance of the external cycle stores shall be submitted for approval in writing by the City Council, as Local Planning Authority.

The approved details shall be implemented prior to the first occupation of the building of the development and thereafter retained and maintained in situ.

Reason - To ensure there is sufficient cycle parking provision at the development in order to support modal shift measures pursuant to policies SP1, T1, T2 and DM1 of the Manchester Core Strategy (2012).

23) (a) Prior to the commencement of the development, a survey of the condition of footpaths bounding the application site shall be submitted for approval in writing by the City Council, as Local Planning Authority.

(b) Prior to the first occupation of the development hereby approved, a scheme of highway works and details of footpaths reinstatement/public realm shall be submitted for approval in writing by the City Council, as Local Planning Authority.

This shall include the following:

- o Any redundant vehicle access points or dropped crossings bordering the site should be reinstated as continuous footway to adoptable standards.
- o Footway resurfacing and renewal undertaken to footpaths bounding the application site that have been shown to have been damaged or deteriorated since the survey of the footpaths under part (a) of this planning condition.
- o Provision of continuous 2-metre-wide footways surrounding the application site i.e., any footways that bound the proposed development (that are not already 2 metres plus) should be widened to the minimum standard of 2.0 metres.
- o Provision of dropped crossings and tactile paving at the vehicular site access off Newcombe Close.
- o Creation of a pedestrian access to the site from Newcombe Close and Ashton New Road. Pedestrian access to individual apartments is also provided off Ashton New Road and Grey Mare Lane.
- o The development will deliver the pedestrian and visual link between Newcombe Close and Grey Mare Lane;
- o The provision of junction protection markings (double yellow lines) at the site access junction off Newcombe Close;
- o Review of the Traffic Regulation Orders currently in place affecting Newcombe Close up to the junction of Hopedale Close together with the introduction of necessary additional parking restrictions,.

The approved scheme shall be implemented and be in place prior to the first occupation of the development hereby approved and thereafter retained and maintained in situ for as long as the development remains in use.

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

24) Notwithstanding the provisions of the Town and Country Planning (General Permitted Development) (England) Order 2015 (as amended) (or any order revoking and re-enacting that Order with or without modification) no part of the development shall be used for any purpose other than the purpose(s) of Class C3(a) of the Schedule to the Town and Country Planning (Use Classes) Order 1987 (as amended) (or in any provision equivalent to that Class in any statutory instrument revoking and re-enacting that Order with or without modification). For the avoidance of doubt, this does not preclude two unrelated people sharing a property.

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

25) The residential use hereby approved shall be used only as private dwellings (which description shall not include serviced properties 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 1987 (as amended), 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; to safeguard the character of the area, and to maintain the sustainability of the local community through provision of accommodation that is suitable for people living as families pursuant to policies DM1 and H11 of the Core Strategy for Manchester and the guidance contained within the National Planning Policy Framework.

26) Prior to the first occupation of the development hereby approved, details of the number, siting and appearance of bird and bat boxes at the development shall be submitted for approval in writing by the City Council, as Local Planning Authority. The approved details shall be implemented and be in place prior to the first occupation of each building of the development hereby approved and shall thereafter be retained and maintained in situ.

Reason - In the interest of providing habitats for birds and bats and to improve the ecological value of the application site pursuant to policies SP1 and EN15 of the Manchester Core Strategy (2012).

27) Prior to the first occupation of the development, details and specifications of 7 kw fast charging electric car charging points for the car parking spaces associated with apartment building shall be submitted for approval in writing by the City Council, as Local Planning Authority. The approved details shall then be implemented and be in place prior to the first occupation of the building of the development and thereafter retained and maintained in situ.

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

28) Notwithstanding the provisions of the Town and Country Planning (General Permitted Development) Order 2015 (or any order revoking and re-enacting that Order with or without modification) no windows shall be inserted into the elevations of the apartment building hereby approved other than those shown on the approved drawings outlined in condition 2.

Reason - In the interests of residential amenity pursuant to policy SP1 and DM1 of the Core Strategy for the City of Manchester.

29) Notwithstanding the Town and Country Planning (General Permitted Development) Order 2015 (or any order revoking and re-enacting that Order with or without modification), no further development in the form of upward extensions to the apartment buildings shall be undertaken other than that expressly authorised by the granting of planning permission.

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

30) All tree work should be carried out by a competent contractor in accordance with British Standard BS 3998 "Recommendations for Tree Work".

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

31) In this condition "retained tree" means an existing tree, shrub or hedge which is shown as retained within the Arboricultural Impact Assessment (Version 4) stamped as received by the City Council, as Local Planning Authority on the 20 June 2022; and paragraphs (a) and (b) below shall have effect until the expiration of 5 years from the date of the first occupation of the buildings for their permitted use.

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

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

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

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

32) Prior to the first occupation of the development, details of travel plan framework shall be submitted for approval in writing by the City Council, as Local Planning Authority.

In this condition a Travel Plan means a document which includes:

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

Within six months of the first occupation of the development, a Travel Plan which takes into account the information about travel patterns gathered pursuant to item (ii) above shall be submitted for approval in writing by the City Council as Local Planning Authority. Any Travel Plan which has been approved by the City Council as Local

Planning Authority shall be implemented in full at all times when the development hereby approved is in use.

Reason - To assist promoting the use of sustainable forms of travel for residents, pursuant to policies T1, T2 and DM1 of the Manchester Core Strategy (2012).

33) The development hereby approved shall include for full disabled access to be provided to the external areas of the apartment building. All apartments should be constructed to M (4) 2 standard.

Reason - To ensure that satisfactory disabled access is provided by reference to the provisions Core Strategy policy DM1

34) No doors (other than those designated as fire exits) shall open outwards onto adjacent pedestrian routes.

Reason - In the interest of pedestrian safety pursuant to policy DM1 of the Manchester Core Strategy (2012).

35) Prior to the first occupation of the development, a signage strategy for the building shall be submitted for approval in writing by the City Council, as Local Planning Authority. The signage strategy will include timescales for implementation. The approved strategy shall then be implemented for the development and used to inform any future advertisement consent applications for the buildings.

Reason - In the interest of visual amenity pursuant to policies SP1 and DM1 of the Manchester Core Strategy (2012).

36) Prior to the first occupation of the development hereby approved, a detailed 30 year landscaped management plan for the development shall be submitted for approval in writing by the City Council, as Local Planning Authority. This shall include details of how the hard and soft landscaping areas will be maintained including maintenance schedules and repairs. The management plan shall then be implemented as part of the development and remain in place for 30 years upon occupation of the development.

Reason - To ensure that the satisfactory landscaping scheme for the development is maintained in the interest of the character and visual amenity of the area, in accordance with policies SP1, EN9 and DM1 of the Core Strategy.

37) Prior to the commencement of above ground works and notwithstanding details submitted, a scheme for the provision of affordable housing as part of the development shall be submitted for approval in writing by the City Council, as Local Planning Authority.

The scheme shall include:

- i. the numbers, type, tenure (such tenures being consistent with the definition of affordable housing in Annex 2 of the NPPF or any definition of affordable housing that replaces it) and location on the site of the affordable housing provision to be made which shall consist of a minimum 20% of the dwelling houses;
- ii. confirmation that the affordable dwellings will be made available on affordable housing terms for both first and subsequent occupiers of the affordable housing dwellings (subject to any exclusions and exemptions from this requirement that may apply);and

iii. the eligibility criteria to be used for determining who may occupy the affordable housing dwellings (which shall not be required to include any local connection criteria in the case of shared ownership housing).

The approved affordable housing scheme shall be implemented as part of the development and thereafter observed in perpetuity subject to the exclusions and exemptions set out in the approved affordable housing scheme.

Reason - To contribute to the delivery of affordable housing, pursuant to policy H8 of the Manchester Core Strategy.

38) Prior to any above ground works, a strategy to consider the use of solar panels at the development shall be submitted for approval in writing by the City Council. This shall include the siting, size and appearance (including section) of the building. The approved details shall be implemented and brought into use prior to the first occupation of the building. The panels shall thereafter be retained and maintained in situ.

Reason In the interest of providing renewable energy at the site pursuant to policy EN6 of the Manchester Core Strategy (2012).

39) Prior to the commencement of development associated with the substation, details of the siting, scale and appearance of the sub station shall be submitted for approval in writing by the City Council, as Local Planning Authority. The approved details shall be implemented as part of the development.

Reason - In the interest of visual amenity pursuant to policy DM1 of the Manchester Core Strategy (2012).

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.

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.

1) Under the Habitat Regulation it is an offence to disturb, harm or kill bats. If a bat is found during demolition all work should cease immediately and a suitably licensed bat worker employed to assess how best to safeguard the bat(s). Natural England should also be informed.

2) The applicant is reminded that, under the Wildlife and Countryside Act 1981 as amended it is an offence to remove, damage, or destroy the nest of a wild bird, while the nest is in use or being built. Planning consent does not provide a defence against prosecution under this act. If a birds nest is suspected work should cease immediately and a suitably experienced ecologist employed to assess how best to safeguard the nest(s).

3) The developer or crane operator must contact Manchester Airports Control of Works Office at least 21 days in advent of intending to erect a crane or other tall construction equipment on the site. This is to obtain a tall equipment permit and to ascertain if any operating restrictions would be required. Any operating restriction that are subsequently imposed by Manchester Airport must be fully complied with.

4) You should ensure that any external wall treatments approved for planning purposes are discussed in full with Building Control to ensure they meet with the guidance contained in the Building Regulations for fire safety. Should it be necessary to change the external facade treatment due to conflicts with Building Regulations, you should also discuss the changes with the Planning team to ensure they do not materially affect your permission.

5) Application for off-site highways works condition discharge may only be submitted following securement of cash bond or surety provision of the total costs of the associated highways works as provided by the statutory approvals team. Evidence of this should be provided with the condition discharge documents. The process for permission to work on the highway can be found using the following link:
Licensing - Permission to work on the highways - Section 278 agreements | Manchester City Council

6) Any signage, wayfinding, banners or any other advertisements to be installed in and around the application site for the purpose of the promotion of the developments and routes to it may require consent under the Town and Country Planning (Control of Advertisements) (England) Regulations 2007.

7) It is expected that all modifications / improvements to the public highway are achieved with a maximum carbon footprint of 40%. Materials used during this process must also be a minimum of 40% recycled and fully recyclable. Developers will be expected to demonstrate that these standards can be met prior to planning conditions being discharged. The developer is to agree the above with MCC's Statutory Approvals and Network Resilience Teams post planning approval and prior to construction taking place

8) Regarding S278 agreements a deposit is required to begin an application, additional costs will be payable and are to be agreed with S278 team. A S278 is required for works to the adopted highway, minimum standard S278 technical approval timescale is between 4-6 months, TRO's can take 10-12 months. An independent 'Stage 2' Road Safety Audit will be required and the design may require changes if any issues are raised with all costs attributable to the Developer. A 'Stage 1' Road Safety Audit should be completed during the planning stage and a copy of the report (with Designer's Response) is to be made available to the Statutory Approvals Team upon request.

9) The statutory framework for biodiversity net gain requires a Biodiversity Gain Plan to be submitted and approved to discharge the biodiversity gain condition prior to the commencement of development.

A developer must submit the Biodiversity Gain Plan to the planning authority in writing, no earlier than the day after planning permission has been granted. The use of the Biodiversity Gain Plan template is strongly encouraged to bring together the required information into one document for approval.

The following content of a Biodiversity Gain Plan is required for development:

- information about the steps taken or to be taken to minimise the adverse effect of the development on the biodiversity of the onsite habitat and any other habitat;
- the pre-development biodiversity value of the onsite habitat;
- the post-development biodiversity value of the onsite habitat;
- any registered off-site biodiversity gain allocated to the development and the biodiversity; and
- any biodiversity credits purchased for the development.

In addition, the following is required:

- name and address of the person completing the Plan, and (if different) the person submitting the Plan;
- a description of the development and planning permission reference number (to which the plan relates);
- the relevant date, for the purposes of calculating the pre-development biodiversity value of onsite habitats and if proposing an earlier date, the reasons for using this earlier date;
- the completed biodiversity metric calculation tool(s), stating the publication date of the tool(s), and showing the calculation of the pre-development onsite value on the relevant date, and post-development biodiversity value;
- a description of arrangements for maintenance and monitoring of habitat enhancement to which paragraph 9(3) of Schedule 7A to the 1990 Act applies (habitat enhancement which must be maintained for at least 30 years after the development is completed);
- (except for onsite irreplaceable habitats) a description of how the biodiversity gain hierarchy will be followed and where to the extent any actions (in order of priority) in that hierarchy are not followed and the reason for that;
- pre-development and post-development plans showing the location of onsite habitat (including any irreplaceable habitat) on the relevant date, and drawn to an identified scale and showing the direction of North;
- a description of any irreplaceable habitat on the land to which the plan relates which exist on the relevant date, and any part of the development for which planning permission is granted where the onsite habitat of that part is irreplaceable habitat

arrangements for compensation for any impact the development has on the biodiversity of the irreplaceable habitat; and

- if habitat degradation has taken place:

a statement to this effect,

the date immediately before the degradation activity,

the completed biodiversity tool showing the calculation of the biodiversity value of the onsite habitat on that date, and

any available supporting evidence for the value.

There is a standard Biodiversity Gain Plan template available to complete which brings together many of these matters into one document.

The submission of a Biodiversity Gain Plan to a local planning authority falls under Regulation 16 of the Town and Country Planning (Fee for Applications, Deemed Applications, Requests and Site Visit) (England) Regulations 2012 which covers fees for the written confirmation of compliance with a condition or conditions attached to a grant of planning permission.

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.

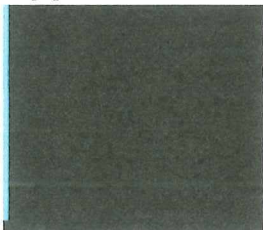
3. The statutory requirements are those set out in Section 79(6) of the Town and Country Planning Act 1990, namely Sections 70(1) and 72(1) of the Act.

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

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

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

Appendix A



INFORMATIVE NOTE

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

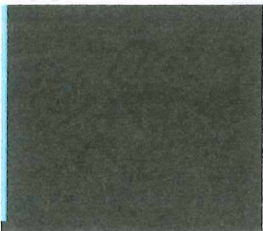
Any form of development over or within the influencing distance of a mine entry can be dangerous and raises significant land stability and public safety risks. As a general precautionary principle, the Coal Authority considers that the building over or within the influencing distance of a mine entry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

Any intrusive activities which disturb or enter any coal seams, coal mine workings or coal mine entries (shafts and adits) requires a Coal Authority Permit. Such activities could include site investigation boreholes, excavations for foundations, piling activities, other ground works and any subsequent treatment of coal mine workings and coal mine entries for ground stability purposes. Failure to obtain a Coal Authority Permit for such activities is trespass, with the potential for court action.

If any coal mining features are unexpectedly encountered during development, this should be reported immediately to the Coal Authority on 0345 762 6848. Further information is available on the Coal Authority website at: www.gov.uk/government/organisations/the-coal-authority

Informative Note valid from 1st January 2023 until 31st December 2024

Appendix A



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:

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

DRAFT

SCHEDULE 3

THE OWNER'S GENERAL COVENANTS

The Owners hereby covenant with the Council as follows:

1. To pay the Council the Contribution prior to the Commencement of Development.

SCHEDULE 4

The COUNCIL'S COVENANTS

The Council hereby covenants with the Owners as follows:

1. To use the Contribution for the purpose of monitoring the Biodiversity Net Gain provision across the site (to be agreed with the Council) and for no other purpose.
2. At the written request of the Owners 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 repay to the paying party such sum or sums remaining from the Contribution that have not been expended by the Council (excluding any such sums in respect of which though not yet expended the Council has contractually committed to expend) within ten (10) years of the date of receipt by the Council.

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

AUTHORISED SIGNATORY

Executed as a Deed by
GREAT PLACES HOUSING ASSOCIATION
by affixing its Common Seal in the presence of:

.....
Authorised Signatory

.....
Authorised Signatory

IN WITNESS OF WHICH this document has been executed as a Deed by the respective parties hereto in the appropriate manner and with the intention of such document being delivered on the part of each of them as a Deed on (but not before) the date at the top of this Deed.

0130308

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

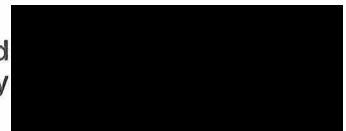


Authorised Signatory



EXECUTED as a DEED by affixing the Common Seal of GREAT PLACES HOUSING ASSOCIATION in the presence of:

Authorised
Signatory



Authorised
Signatory

