

DATED 27 October 2025 2025

THE COUNCIL OF THE CITY OF MANCHESTER

- and -

BROMBOROUGH WHARF GATEWAY LIMITED

- and -

CARMEL SOUTHEND LIMITED

AGREEMENT

**pursuant to section 106 of the Town and
Country Planning Act 1990 (as amended)
relating to Land at Sparkle Street, Piccadilly,
Manchester, M1 2NJ**

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

them to submit the Viability Appraisal and pay any Viability Payment found to be due in accordance with the provisions contained in this Agreement.

I 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;

“Actual Land Value” means the price paid for the Site;

“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” the sum of £228,000 (two hundred and twenty eight thousand pounds) Index Linked;

“Agreement” shall mean this agreement;

“Agreement For Lease” shall mean an agreement for lease dated 18 June 2025 and made between the Council (1) and Foras (Sparkle Street) Limited (2);

“Application” the application to which the Council gave the reference 139986/FO/2024 for the demolition of existing part vacant buildings and erection of a part 10 storey, part 27, part 28 storey residential development comprising 359 homes (Use Class C3) with supporting amenity spaces, and associated highways works, landscaping, plant areas and other associated works;

“Architect” SimpsonHaugh and Partners of Riverside, 4 Commercial Street, Manchester, M15 4RQ;

“Benchmark Land Value” means £2,508,204 (two million five hundred and eight thousand and two hundred and four thousand pounds) Index Linked;

“Best Endeavours” means that it is agreed by the parties hereto that the party under obligation will not thereby be required to take proceedings (including any appeal) in any court public inquiry or other hearing (unless specified to the contrary) but subject thereto and to other terms of this agreement such party will be bound to attempt to fulfil the relevant obligation by the expenditure of such effort and/or sums of money and the engagement of such professional or other advisers as in all the circumstances may be reasonable to expect; in the case of the Owner, of a competent commercial developer in the context of the Development and of a competent landowner in the context of the Development and in the case of the Council, of a competent local planning authority acting reasonably in the context of its statutory functions;

“Building Safety Act Costs” means the costs incurred by the Owners in relation to satisfying the requirements of the Building Safety Regulator under the Building Safety Act 2022 in relation to the Development;

“Building Safety Levy Costs” means costs payable by the Owners in relation to the Building Safety Act Levy;

“Building Safety Regulator” means the regulator set up under the Building Safety Act 2022;

“Build to Rent” is purpose-built housing that is typically 100% rented out providing tenants with the option of longer tenancy agreements of six or more months, and will be professionally managed in single ownership and management control;

“Build to Rent Forward Funding Arrangement” means a Forward Funding Arrangement entered into on or prior to the Commencement of Development in which a payment equal to the land price and historic costs are made to the Developer on completion of a transfer of the relevant part or parts of the Site and entry into a building agreement whereby the owner pays to the Developer the construction costs of the Development as they fall due and on or before on Completion of Construction the whole of the Gross Margin with the Owner retaining the whole or part of the Development as a Build to Rent Investment;

“Build to Rent Forward Sale” means a Forward Sale entered into on or before Commencement of Development and which details (without limitation) payments (including the whole of the Gross Margin) to be made on Completion of Construction and thereafter the retention by the owner of the whole or part of the completed Development as a Build to Rent Investment;

“Build to Rent Investment” means a Development that will deliver new-build homes for the private rental market, to be retained by an owner or owners on Completion as an investment (including without limitation Build to Rent);

“Calculation Date” means on Completion of Construction of 75% (seventy five per cent) of the Dwellings;

“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;

“Clawback” means the difference between the market value of the relevant Dwelling(s) that are the subject of the Disposal as Open Market Sales less the Open Market Value of the same Dwelling(s) as Build to Rent calculated as at the date of Disposal and will be based on the guidelines set out in RICS Guidance or any replacement, update or amendment of the same PROVIDED THAT the Permitted Profit Level on the Build to Rent scheme has been achieved and that the Maximum Contribution has not been paid;

“Clawback Period” means a period of fifteen years from Completion of Construction of all of the Dwellings constructed as part of the Development and if the Council, acting reasonably, considers that the Completion of Construction of all of the Dwellings that form part of the Development has occurred but it has not received the notice confirming completion in accordance with the provisions of this Agreement shall mean the date that the Council acting reasonably notifies in writing to the Owner that the said Completion of Construction of all of the Dwellings that form part of the Development is to be deemed to have taken place for the purposes of this Agreement;

“Clawback Valuation” means the valuation of the Clawback in accordance with clause 19.1;

“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 demolition and 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;

“Completion of Construction” the date upon which a valid certificate of completion shall have been issued in respect of the relevant Phase of Development for the purposes of the Building Act 1984 and the Building Regulations 2010 or any amendment or replacement of the same and **“Completed”** and **“Completion”** shall be construed accordingly;

“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;

“Costs” means the costs to be taken into account for the purpose of the Viability Appraisal as defined in paragraph 014 (reference: 10-012-20240214) of the section of the NPPG headed “Viability” as revised 14 February 2024 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 incurred in relation to the Development prior to and up until the time of submission of the Viability Appraisal; and
 2. the estimated costs that remain to be incurred in completing the Development 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 014 of the NPPG section headed “Viability” (as may be amended or any replacement of the same);

“Developer Contingency” means three percent (3%) of the remaining construction costs in relation to the Development at the Calculation Date;

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

“Developer” Foras (Sparkle Street) Limited (incorporated and registered in England and Wales with company number 14319950) whose registered office is at 4 Elstree Way, Borehamwood, Hertfordshire, England, WD6 1RN

“Disposal” means:

- (a) a transfer by sale; or
- (b) the grant of a Long Lease;

by the Owner of a Dwelling and **“Disposed”**, **“Disposed Of”**, **“Dispose”** and **“Disposals”** shall be construed accordingly;

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

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

“Forward Sale” means the committed sale and purchase of the whole or part of the completed Development as evidenced by binding legal documents which are unconditional as to the sale of the whole or part of the completed Development and the requirement to undertake the construction of the Development and which detail (without limitation) payments (including the whole of the Gross Margin made on or after Completion of Construction and thereafter the retention by the Owner of the whole or part of the completed Development as a Build to Rent Investment;

“Forward Funding Arrangement” means an arrangement in which the relevant part or parts of the Site are transferred by the Developer to the Owner and the simultaneous entry into a building agreement whereby the Owner pays to the Developer the construction costs of the Development as they fall due and on or after Completion of Construction the whole of the Gross Margin) with the Owner retaining the whole or part of the Development as a Build to Rent Investment;

“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 Development. In addition the Council will accept in lieu of the calculation of GDV the actual aggregate sale price (together where applicable with any associated development funding commitment from the relevant purchaser) achieved or contracted to be achieved 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:

- (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;

“Funding Agent and Funding Legal Fees” means 1.25% of the NDV;

“Gross Margin” means GDV less Costs or in a Pre-sale the NDV less Costs;

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

“Insurance and Warranties Cost” means the cost incurred by the Owners related to the Latent Defects Insurance or New Home Warranties for the Development.

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

“Legal Charge” a registered charge dated 16 October 2020;

“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;

“Long Lease” means a lease of a Unit for not less than ninety-five (95) years granted at a premium without reservation of a rack rental;

“Management Fee” shall mean 15% of the planning application fee which equates to £13,259.10 (thirteen thousand two hundred and fifty nine pounds and ten pence) for the purpose of monitoring and reporting on the delivery of this Agreement and the Planning Obligations contained herein;

“Material Operation” means material operation comprised in the Development as defined by Section 56(2) and (4) of the Act and “Material Operations” shall be construed accordingly;

“Maximum Contribution” the sum of £5,481,194 (five million four hundred and eighty one thousand, one hundred and ninety four pounds) Index Linked, which for the avoidance of doubt includes the Affordable Housing Contribution;

“Method of Disposal” whether the units are being sold on an Open Market Sales basis or subject to Pre-sale;

“NPPF” the National Planning Policy Framework issued in December 2024 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;

“National Planning Practice Guidance” the web based resource revised in respect of its section on viability on 14 February 2024 as the same may be further revised or amended or any replacement of the same which resource is provided by the government of the United Kingdom and brings together in one place planning guidance on various planning related topics and **“NPPG”** shall be construed accordingly;

“NDV” means the GDV less purchaser’s costs in the Pre-sale Method of Disposal;

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

“Open Market Sales” means the marketing and sale of individual Dwellings within the Development disposed of at Open Market Value for private sale;

“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;

“Owners” means together the First Owner and the Second Owner;

“Owners’ Development Management Fee” means managing any costs in providing services of the kind detailed in the definition of Professional Fees in relation to the Development, such costs to be evidenced and not to exceed three percent (3%) of the total construction costs of the Development;

“Permitted Profit Level” means:

- (a) in the case of a Build to Rent Forward Funding Arrangement when the Gross Margin is equivalent to 12% (twelve per cent) of the Costs;
- (b) in the case of where the Owners retain as a Build to Rent Investment when the Gross Margin is equivalent to 15% (fifteen per cent) on Cost;
- (c) In the case of a Build to Rent Forward Sale when the Gross Margin is equivalent to 15% (fifteen per cent) of the Costs;
- (d) In the case of a Forward Funding Arrangement which is not a Build to Rent Forward Funding Arrangement or a Forward Sale which is not a Build to Rent Forward Sale when the Gross Margin is equivalent to 15% (fifteen per cent) of the Costs;
- (e) in all other cases and in the case of Open Market Sales when the Gross Margin is equivalent to 20% (twenty per cent) of the GDV;

“Plan” the plan numbered 10413-SHP-Z0-A-B5D8-G100-PL-XX-001 at Schedule 1;

“Planning Obligations” shall mean the obligations 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;

“Pre-sale” means a Forward Sale or Forward Funding Arrangement of the whole or part of the completed Development;

“Professional Fees” means, not including the Owners’ Development Management Fee or fees novated under the build contract, all of the costs of those third parties (including but not limited to their agents, contractors, professional advisors, appointed designers and technical consultants) that have agreed with the Owners or other relevant third party to provide services in relation to the i) Design, ii) Application, iii) construction, iv) sale of the Development;

“Purchaser’s Costs (Land)” means Stamp Duty Land Tax at HMRC’s prevailing rate plus 1.8% of the lower of the Benchmark Land Value or Actual Land Value for legal and agent fees;

“Regear Costs” means all of the following Owners’ costs taken together:

- (a) the headlease regear premium payable under the Agreement for Lease in respect of the Land of £2,347,000 plus VAT
- (b) Any overage payment as defined in the lease and overage deed to be entered into pursuant to the Agreement for Lease

All of which costs to be accepted as Regear Costs must be supported by written evidence, provided to and accepted by the Council in writing (acting reasonably), which demonstrates that the Regear Costs have been incurred or will be incurred by the Owner, and **“Regear Cost”** shall be construed accordingly;

“Regulations” the Community Infrastructure Levy Regulations 2010;

“Retail Price Index” twelve (12) month percentage change in the All Items Retail Price Index published by the Office for National Statistics Centre and in the Monthly Digest of Statistics (or contained in any official publication substituted therefor) or such other index as may from time to time be published in substitution therefore;

“Rights to Light Costs” means the premium, excess and fees incurred in respect of rights to light insurance policy together with a reasonable allowance for ancillary residual liability;

“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;

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

“Surveys” means the costs incurred by the Owners in the instructing and undertaking of surveys related to the Development of the Site;

“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 Development 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 £12,000 (twelve thousand pounds) 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 Development can support a requirement to provide the Viability Payment;

“Viability Payment” a payment required to be made by the Owners to the Council if the Viability Appraisal shows that the Permitted Profit Level as assessed will be achieved and the payment will be 50% of the amount by which the Gross Margin exceeds the Permitted Profit Level PROVIDED THAT the Viability Payment shall not exceed the Maximum Contribution. The Viability Payment will be payable in accordance with the timescales set out in Schedule 3 hereto;

“Viability Payment Deadline” means two calendar months following the later of:

- (a) the day on which the Council states pursuant to paragraph 4.1 of Schedule 3 that the Viability Appraisal is agreed;
 - (b) the day on which the Viability Appraisal is agreed in writing between the Owners and the Council pursuant to paragraph 5 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 5 of Schedule 3;
 - (d) Practical Completion of the final Dwelling within the Development;
- as the case may be;

“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 Owners or the Council not to do any act or thing includes a covenant not to permit or allow the doing of that act or thing.

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

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

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

2 PLANNING OBLIGATION

This Agreement is made pursuant to section 106 of the Act, section 111 of the Local Government Act 1972, section 1 of the Localism Act 2011 and all other enabling legislation and is a planning obligation for the purposes

of section 106 of the Act, with the intent that covenants hereinafter contained shall be enforceable by the Council acting under the powers contained in section 106 or such other enabling powers against the Owner.

3 CONDITION PRECEDENT

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 Owner) or quashed or declared unlawful as a result of legal proceedings then this Agreement shall absolutely determine and become null and void but without prejudice to the rights of either party against the other in respect of any antecedent breach.

5 THE OWNERS COVENANTS

5.1 The Owners on behalf of themselves and any person deriving title to any part of the Site from the Owners hereafter hereby covenant with the Council so as to bind the Site to fully observe and perform the obligations on their 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 Owners 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 Owners otherwise agree be referred to an Expert or in relation to the reappraisal of viability to a Chartered Surveyor to be appointed by agreement between the Council and the Owners.

7.2 If the Council and the Owners 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

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 Owners agree with the Council to give the Council written notice within 20 Working Days 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.

9.3 The obligations on the part of the Owners contained in this Agreement shall not be enforceable against individual purchasers, owner-occupiers, tenants or occupiers of the Dwellings, nor against those deriving title from them (including their mortgagees), or against any statutory undertakers in relation to any part of the Development acquired by them for electricity sub-stations or pumping stations.

9.4 Subject to Clause 9.3 above the obligations on the part of the Owners contained in this Agreement shall not be enforceable against any mortgagee or chargee unless they themselves caused the breach of the Agreement whilst mortgagee in possession, in which case they will be bound by the obligations in relation to any parts of the Site over which they have a legal charge but not further or otherwise as if they were a person deriving title in the Site from the Owners.

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 The Owners will within 20 Working Days of the date of this Agreement apply to the Land Registry to register a copy of this Agreement against title numbers MAN401137, GM785568 and MAN52853 and will provide the

Council with a copy of the application. As soon as reasonably practicable following receipt the Owners will supply the Council with copies of the updated registers of title.

11.3 The Council will upon receipt of a written request of the Owners 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.

11.4 The costs of registration and cancellation pursuant to clauses 11.3 above shall be met by the Owners 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 Owners at their registered office;

15 FEES

15.1 The Owners shall pay forthwith to the Council its legal fees reasonably and properly incurred in preparation of this Agreement;

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 Owners nor absolve the Owners from any liability or obligation imposed upon them by the terms of this Agreement or by statute or at common law;

15.3 The Owners shall on the date hereof pay to the Council the Management Fee;

15.4 When submitting a Viability Appraisal the Owners shall pay to the Council the related Viability Assessment Fee within 10 Working Days of receipt from the Council of an invoice detailing the amount.

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. WARRANTY AS TO TITLE

The Owners 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 an interest in the Site who has not been disclosed to the Council prior to the date hereof.

18. JURISDICTION

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

19. CLAWBACK

19.1 Where the Method of Disposal is Build to Rent and at any time during the Clawback Period any one or more Dwellings comprising the Development are not to be retained in single ownership by the Owners as Built to Rent and are the subject of Open Market Sales the Owners who as defined in Clause 1.1 includes their successors in title will within twenty eight (28) Working Days of any such Disposal provide a valuation of the Clawback (if any) (the “**Clawback Valuation**”) to the Council.

19.2 Within forty (40) Working Days of its receipt of the Clawback Valuation the Council shall give written notice to the Owners either:-

19.2.1 Stating that it accepts the Clawback Valuation; or

19.2.2 Correcting or challenging any of the amounts or conclusions included in the Clawback Valuation and giving details of the disputed amounts or conclusions.

19.3 In the event that the Council shall have served a notice on the Owners pursuant to clause 19.2.2 the Owners and the Council shall use reasonable endeavours to reach agreement in respect of the Clawback Valuation but if the Owners and the Council shall have failed to agree the Clawback Valuation within twenty eight (28) Working Days of the notice served by the Council pursuant to clause 19.2.2, 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 Clawback Valuation, which both Parties agree will be final and binding upon them (save in respect of manifest error);

19.4 In the event that the Clawback Valuation agreed by the Council pursuant to clause 19.2.1 or 19.3 or determined by the Chartered Surveyor pursuant to clause 19.3 confirms that the Permitted Profit Level for a Build to Rent scheme has been achieved and that Clawback is payable then the Owners will pay the Clawback to the Council to provide Affordable Housing within the Administrative Boundaries of Manchester

19.5 The Owners will pay the Council the Clawback on or prior to the twenty eighth (28th) Working Day following the later of the date the Clawback Valuation is either agreed by the Council pursuant to clause 19.2.1 or it is determined by the Chartered Surveyor pursuant to clause 19.3 .

19.6 Each time the Council is required to assess the Clawback Valuation under this Clause, the Owners covenant to pay the Council's reasonable costs of such calculation and such costs will be notified to the Owners and payment will fall due on the twenty eighth (28th) Working Day of notification of such costs.

19.7 Any payment made under this clause when aggregated together with any Viability Payment will not exceed in total the Maximum Contribution. The Owners and the Council's reasonable costs of assessing the Clawback Valuation under this clause will be treated as Costs in the preparation of a Viability Appraisal.

19.8 Upon payment of the Clawback (or determination that no Clawback is payable), the Dwellings that were the subject of the Clawback Valuation will no longer be bound by this clause.

20. **COMPLETION**

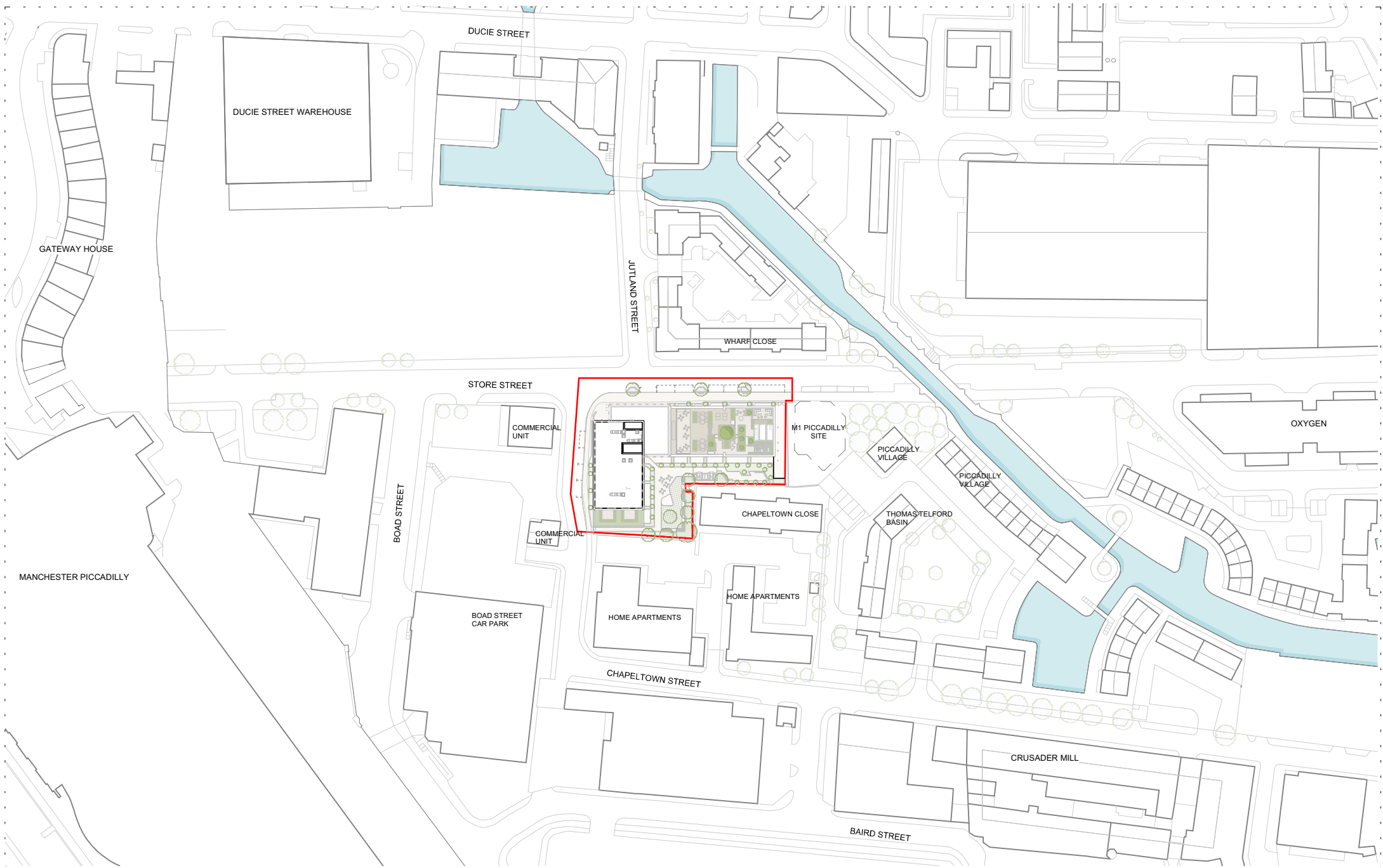
The provisions of this Agreement (other than this clause which shall be of immediate effect) shall be of no effect until this Agreement has been dated.

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

SCHEDULE 1

The Site

Land at Sparkle Street, Piccadilly, Manchester, M1 2NJ and shown for the purposes of identification only edged red on the Plan.



DO NOT SCALE OFF DRAWING. REFER TO INDICATED DIMENSIONS ONLY.
DRAWING TO BE READ IN CONJUNCTION WITH SHP SPECIFICATION.
INDICATIVE DETAILS TO ILLUSTRATE VISUAL INTENT ONLY. ALL TO CONTRACTORS DESIGN.
ALL DETAILS TO BE COORDINATED WITH ADJACENT TRADES AND BE MADE ENGINEER DETAILS.
THE CONTRACTOR IS RESPONSIBLE FOR MEETING THE SPECIFIED PERFORMANCE CRITERIA.

— Planning boundary



Sparkle Street
PLANNING ISSUE
Site Wide - Proposed Site Plan

10413-SHP-Z0-A-B5D8-G100-PL-XX-001

April 2024 P02

10413 1 : 1250 @A3

simpsonhaugh

Manchester
+44 (0)161 835 2345
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SCHEDULE 2

Draft Planning Permission



Town & Country Planning Act 1990 (as amended)

Planning Permission

Applicant

Foras (Sparkle Street) Ltd
C/o Agent

Agent (if used)

Mr Cameron Radford
Deloitte LLP
The Hanover Building
Corporation Street
Manchester
M4 4AH

Part 1 – Particulars of the application/development

Proposal: Demolition of existing part vacant buildings and erection of a part 10 storey, part 27, part 28 storey residential development comprising 359 homes (Use Class C3) with supporting amenity spaces, and associated highways works, landscaping, plant areas, and other associated works

Location: Sparkle Street , Manchester, M1 2NJ

Date of application: 21 May 2024

Application number: 139986/FO/2024

Part 2 – Particulars of decision

Manchester City Council gives notice that the development referred to in Part 1 has been 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 pro-active manner to seek solutions to problems arising in relation to dealing with the planning application. This has included on going discussions about the form and design of the developments and pre application advice about the information required to be submitted to support the application.

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:

(a) Site location plans - 10413-SHP-Z0-A-B5D8-G100-XP-XX-001 - Site Wide - Existing Site Plan - P02, 10413-SHP-Z0-A-B5D8-G100-PL-XX-001 - Site Wide - Proposed Site Plan P02;

(b) Dwgs 10413-SHP-Z0-A-B5D8-G100-XE-NW-001 Site Wide - Existing North West (Store Street) Elevation P02, 10413-SHP-Z0-A-B5D8-G100-XE-SW-001, Site Wide - Existing South West (Sparkle Street) Elevation P02, 10413-SHP-Z0-A-B5D8-G100-EL-NW-001 - Site Wide - Proposed North West (Store Street) Elevation - P02, 10413-SHP-Z0-A-B5D8-G100-EL-SW-001, Site Wide - Proposed South West (Sparkle Street) Elevation - P02, 10413-SHP-Z0-A-B5D8-JC20-XP-XX-001 - Site Wide - Demolition Plan, P02, 10413-SHP-Z0-A-B5D8-G200-PL-00-001 Site Wide - Proposed General Arrangement Plan - Level 00-P04, 10413-SHP-Z0-A-B5D8-G200-PL-01-001 - Site Wide - Proposed General Arrangement Plan - Level 01 - P03, 10413-SHP-Z0-A-B5D8-G200-PL-02-001 Site Wide - Proposed General Arrangement Plan - Level 02 - P02, 10413-SHP-Z0-A-B5D8-G200-PL-03-001 Site Wide - Proposed General Arrangement Plan - Levels 03-09 - P02, 10413-SHP-Z0-A-B5D8-G200-PL-10-001, Site Wide - Proposed General Arrangement Plan - Level 10 - P02, 10413-SHP-Z0-A-B5D8-G200-PL-11-001 Site Wide - Proposed General Arrangement Plan - Levels 11-25 - P02, 10413-SHP-Z0-A-B5D8-G200-PL-26-001 Site Wide - Proposed General Arrangement Plan - Level 26 - P02, 10413-SHP-Z0-A-B5D8-G200-PL-27-001 Site Wide - Proposed General Arrangement Plan - Level 27 -P02, 10413-SHP-Z0-A-B5D8-G200-PL-RF-001 Site Wide - Proposed General Arrangement Plan - Roof Level P02, 10413-SHP-Z0-A-B5D8-G200-EL-NE-001 Site Wide - Proposed General Arrangement Elevation - North East - P03, 10413-SHP-Z0-A-B5D8-G200-EL-NW-001 Site Wide - Proposed General Arrangement Elevation - North West (Store Street) P02, 10413-SHP-Z0-A-B5D8-G200-EL-SE-001 Site Wide - Proposed General Arrangement Elevation - South East P02, 10413-SHP-Z0-A-B5D8-G200-EL-SW-001 Site Wide - Proposed General Arrangement Elevation - South West (Sparkle Street) P02, 10413-SHP-Z0-A-B5D8-G200-SE-AA-001 Site Wide - Proposed General Arrangement Section AA P02, 10413-SHP-Z0-A-B5D8-G200-SE-BB-001 Site Wide - Proposed General Arrangement Section BB - P02, 10413-SHP-Z0-A-B5D8-G200-SE-CC-001, Site Wide - Proposed General Arrangement Section CC - P02, 10413-SHP-Z0-A-B5D8-G200-SE-DD-001 Site Wide - Proposed General Arrangement Section DD P02, 10413-SHP-Z0-A-B5D8-G200-SE-EE-001 Site Wide - Proposed General Arrangement Section EE P02, 10413-SHP-Z1-A-B5D8-G251-DE-TY-101 Building Façade - Proposed Typical External Wall Detail - Typical Bay 01 P02, 10413-SHP-Z1-A-B5D8-G251-DE-TY-102 Building Façade - Proposed Typical External Wall Detail - Typical Bay 02 P02, 10413-SHP-Z1-A-B5D8-G251-DE-TY-103 Building Façade - Proposed Typical External Wall Detail - Typical Bay 03 - P02, 10413-SHP-Z1-A-B5D8-G251-DE-TY-104 Building Façade - Proposed Typical External Wall Detail - Typical Bay 04 - P02, 10413-SHP-Z1-A-B5D8-G251-DE-TY-201 Building Façade - Proposed Typical External Wall Detail - Base 01 - P02, 10413-SHP-Z1-A-B5D8-G251-DE-TY-202 Building Façade - Proposed Typical External Wall Detail - Base 02 - P02, 10413-SHP-Z1-A-B5D8-G251-DE-TY-203, Building Façade - Proposed Typical External Wall Detail - Base 03 - P02, 10413-SHP-Z1-A-B5D8-G251-DE-TY-301 Building Façade - Proposed Typical External Wall Detail - Parapet 01 - P02, 10413-SHP-Z1-A-B5D8-G251-DE-TY-302 Building Façade - Proposed Typical External Wall Detail - Parapet 02 - P02, 10413-SHP-Z1-A-B5D8-G251-DE-TY-303, Building Façade - Proposed Typical External Wall Detail - Parapet 03 P02; 10413-SHP-Z0-A-B5D8-G200-PL-00-101

(c)Section 5 of the Sparkle Street - Manchester, DESIGN & ACCESS STATEMENT | APRIL 2024, 10413-SHP-B5D8-RP-DAS01 | P04 by Simpson Haugh;

(d) 10413-SHP-Z0-A-B5D8-F900-SC-XX-001 Rev P01 Area / Apartment Mix Schedule stamped as received on 08-08-24;

(e) Dwgs 1006-RFM-XX-01-DR-L-0002 P04, 1006-RFM-XX-10-DR-L-0003 P04, 1006-RFM-XX-XX-DR-L-0004 P01, 1006-RFM-XX-XX-DR-L-0005 P02, 1006-RFM-XX-00-DR-L-0001 P05, 1006-RFM-XX-XX-DR-L-0006 P02 and the Sparkle Street, Manchester Design & Access Statement Landscape Strategy 1006-RFM-XX-XX-RP-L-1000 REV P03 28th JULY 2023 by re-form

(f) Environmental Statement - Volume 1, Sparkle Street May 2024: 1. Introduction; 2. EIA Methodology; 3 Alternatives and Design Development; 3. Site Description; 4 Construction Management and Phasing; 6. Climate Change' 7. Daylight, Sunlight and Overshadowing; 8. Townscape and Visual Impact; 9. Wind Microclimate, 10 Human Health; 11. Socio Economic; 12 Summary of Residual Impacts; 13 Cumulative Impacts.

(g) Environmental Statement - Volume 2, Sparkle Street May 2024: Appendices :
Chapter 2: Environmental Impact Assessment Methodology
Appendix 2.1 - ES Scoping Report
Appendix 2.2 - Committed Developments

Chapter 5: Demolition Method Statement and Construction Management and Phasing
Appendix 5.1 - Demolition Management Plan
Appendix 5.2 - Construction Environmental Health and Safety Plan

Chapter 7: Daylight, Sunlight and Overshadowing
Appendix 7.1 - Existing and Proposed Site Plan Modelling
Appendix 7.2 - Existing vs Proposed Daylight, Sunlight and Overshadowing results

Chapter 8: Townscape and Visual Impact
Appendix 8.1 - TVIA Plans and Views
Appendix 8.2 - TVIA Methodology

Chapter 9: Wind Microclimate
Appendix 9.1 - Wind Methodology

Chapter 10: Human Health
Appendix 10.1 - Health Impact Assessment

Environmental Statement - Volume 2, Sparkle Street May 2024 -Non Technical Summary

(h) Phase 1 Preliminary Risk Assessment, Curtins and R - P03 Phase 2 Ground Investigation, Curtins, R - P04

(i) Noise Impact Assessment Report Sparkle Street, Manchester by cass allen 19-04-24

(j) Foras (Sparkle Street) Limited Environmental Standards Statement Sparkle Street, Manchester 23 April 2024 and Energy Statement (with Part L1A SAP Assessment) Sparkle Street, Manchester by MDS Rev C02 29/04/2029

(k) Sparkle Street, Interim Travel Plan, Curtins Ref: 082142-CUR-XX-XX-T-TP-00002, Revision: P04 Issue Date: 19 April 2024

(l) Sparkle Street, Manchester, Television and Radio Reception, Impact Assessment by GTech 19/04/2024

(m) Foras (Sparkle Street) Limited Issue: v1 SA/2022/43, Sparkle Street, Manchester Archaeological Desk-based Assessment 26/04/24

(n) Crime Impact Statement Version B 26-07-23 Sparkle Street as amended by Deloitte's e-mail 03-07-24

(o) Fire statement form stamped as received on 17-05-24;

(p) SHOG ASSESSMENT stamped as received on 07-08-24;

(q) Sparkle Street, Manchester M1 2NJ , PRELIMINARY ASSESSMENT OF BIODIVERSITY NET GAIN ,July 2024 by ERAP (Consultant Ecologists) Ltd Reference: 2023-064 and 139986 FO 2024 Statutory Biodiversity Metric both stamped as received on 05-08-24

(r) Sparkle Street, Transport Statement, Curtins Ref: 082142-CUR-XX-XX-T-TP-00001 Revision: P04 Issue Date: 19 April 2024 and SPARKLE STREET STAGE 1 ROAD SAFETY AUDIT, RESPONSE REPORT, Curtins Ref: 084443-CUR-XX-XX-T-TP-00005, Revision: P01, Issue Date: 30 July 2024

(s) Foras (Sparkle Street) Ltd, Broadband Connectivity Assessment, Sparkle Street Manchester Tuesday, 13 June 2023;

(t) Air Quality Assessment, Sparkle Street, Manchester by cass allen 19 04 24;

(u) Technical Aerodrome Safeguarding, Assessment, Sparkle Street, Foras (Sparkle Street) Limited April 2024 by Pager Power;

(v) Foras (Sparkle Street) Ltd, Ventilation Strategy, Sparkle Street, 15 July 2023 by watt;

(w) Sparkle Street Demolition Works Demolition Environmental Management Plan by JRL 16/06/2023; and

(x) Sparkle Street, Manchester Flood Risk Assessment and Drainage Strategy Curtins Ref: 082142-CUR-XX-XX-RP-C-92000 Revision: V04 Issue Date: 19 April 2024 and dwg 082142-CUR-XX-XX-DR-C-92500-P03,

Reason - To ensure that the development is carried out in accordance with the approved plans. Pursuant to Core Strategy SP1, CC3, H1, H8, H12, CC5, CC6, CC7, CC9, CC10, T1, T2, EN1, EN2, EN3, EN6, EN8, EN9, EN11, EN14, EN15, EN16, EN17, EN18, EN19 and DM1 saved Unitary Development Plan policies DC18.1, DC19.1, DC20 and DC26.1.

3) (a) Notwithstanding the details submitted with the application, prior to the commencement of above ground development the following shall be submitted for approval in writing by the City Council, as Local Planning Authority:

*hand sized samples and specifications of all materials to be used on all external elevations;

- *drawings to illustrate details of full sized sample panels that will be produced in line with an agreed programme: and
- *a programme for the production of the full sized sample panels and strategy for quality control management; and
- *a full sample of a new window

The panels to be produced shall include jointing and fixing details between all component materials and any component panels , details of external ventilation requirements, details of the drips to be used to prevent staining and details of the glazing and frames

and

(b) Prior to above ground development submission of a Circular Economy Statement (Materials) to include details of the strategy for securing more efficient use of non-renewable material resources and to reducing the lifecycle impact of materials used in construction and how this would be achieved through the selection of materials with low environmental impact throughout their lifecycle in line with the measures set out within Chapter 6 (Climate Change) of the Environmental Statement - Volume 1, Sparkle Street May 2024

(c) The sample panels and quality control management strategy shall then be submitted and approved in writing by the City Council as Local Planning Authority in accordance with the programme and dwgs as agreed above.

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) Notwithstanding the Phase 1 Preliminary Risk Assessment, Curtins and R - P03 Phase 2 Ground Investigation, Curtins, R - P04 prior to the commencement of the development excluding the demolition works identified on plan reference 10413-SHP-Z0-A-B5D8-JC20-XP-XX-001 the following information should be submitted for approval in writing by the City Council, as Local Planning Authority:

(a) A Report (the Preliminary Risk Assessment) to identify and evaluate all potential sources and impacts of any ground contamination, groundwater contamination and/or ground gas relevant to the site shall be submitted to and approved in writing by the City Council as local planning authority. The Preliminary Risk Assessment shall conform to the City Council's current guidance document (Planning Guidance in Relation to Ground Contamination).

In the event of the Preliminary Risk Assessment identifying risks which in the written opinion of the Local Planning Authority require further investigation, the development shall not commence until a scheme for the investigation of the site and the identification of remediation measures (the Site Investigation Proposal) has been submitted to and approved in writing by the City Council as local planning authority.

The measures for investigating the site identified in the Site Investigation Proposal shall be carried out before development commences and a report prepared outlining what measures, if any, are required to remediate the land (the Site Investigation Report

and/or Remediation Strategy) which shall be submitted to and approved in writing by the City Council as local planning authority. The development shall then be carried out in accordance with the approved Site Investigation Report and/or Remediation Strategy.

b. Prior to the first use/occupation of the development, a Completion/Verification Report shall be submitted to and approved in writing by the City Council as local planning authority, to validate that the development conforms with the approved Site Investigation Report and/or Remediation Strategy.

c. In the event of any non-conformity with the approved Site Investigation Report and/or Remediation Strategy, then any further measures that are required to remediate the land shall be carried out. Any required measures/remediation and validation shall continue until conformity has been achieved and agreed in writing by the City Council as local planning authority, prior to first use/occupation of the development.

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.

5) 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 after development commences, then development shall cease and/or the development shall not be occupied until, a report outlining what measures, if any, are required to remediate the land is submitted to and approved in writing by the City Council as local planning authority. The development shall then be carried out in accordance with these details, together with any previously approved 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.

6) Notwithstanding the Sparkle Street Demolition Works Demolition Environmental Management Plan by JRL 16/06/2023 no demolition shall commence until a detailed construction management plan outlining working practices during demolition have been submitted for approval in writing by the City Council as Local Planning Authority, which for the avoidance of doubt should include;

- o Display of an emergency contact number;
- o Details of Wheel Washing;
- o Dust suppression measures;
- o Compound locations where relevant;
- o Consultation with local residents/local businesses;
- 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 (the Local Planning Authority) 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 demolition shall be carried out in accordance with the approved construction management plan.

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).

7) No development other than demolition shall take place until a construction management plan or construction method statement has been submitted to and approved in writing by the City Council as Local Planning Authority which for the avoidance of doubt should include;

- *Display of an emergency contact number;
- *Details of Wheel Washing;
- *Dust suppression measures;
- *Compound locations where relevant;
- *Location, removal and recycling of waste;
- *Routing strategy and swept path analysis;
- *Communication strategy with residents and businesses which shall include details of how there will be engagement, consult and notify residents during the works;
- *Parking of construction vehicles and staff;
- *Sheeting over of construction vehicles; and
- *Details of how routing of construction vehicles will ensure that the structural integrity of the adjacent listed Aqueduct is protected

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 plan.

Reason - To safeguard the amenities of nearby residents, highway safety and air quality, pursuant to policies SP1, EN15, EN16, EN19 and DM1 of the Manchester Core Strategy (July 2012).

8) A programme of archaeological works shall be undertaken in accordance with the Project Design for an Archaeological Evaluation of Sparkle Street (dated 24th September 2024). The Project Design covers the following:

1. A phased programme and methodology of investigation and recording that includes:
 - archaeological evaluation trenching;
 - pending the results of the above, a targeted open-area excavation carried out in accordance with an updated Project Design.
2. A programme for post-investigation assessment to include:
 - production of a final report on the results of the investigations and their significance.
3. Deposition of the final report with the Greater Manchester Historic Environment Record.
4. Dissemination of the results of the archaeological investigations commensurate with their significance.
5. Provision for archive deposition of the report and records of the site investigation

Items 2-4 are required to be submitted for approval to the City Council as Local Planning Authority prior to occupation.

Reason: In accordance with NPPF Section 16, Paragraph 211 - To record and advance understanding of the significance of any heritage assets to be lost (wholly or in part) in a manner proportionate to their importance and and to make this evidence (and any archive generated) publicly accessible, pursuant to policy DM1 of the Core Strategy for the City of Manchester.'

9) Prior to the commencement of the development (excluding above ground demolition identified on plan reference 10413-SHP-Z0-A-B5D8-JC20-XP-XX-001), details of the method for piling, or any other foundation design using penetrative methods, for the development shall be submitted for approval in writing by the City Council, as Local Planning Authority. The approved details shall then be implemented during the construction of the development.

Reason - Piling or any other foundation using penetrative methods can result in risks to potable supplies (pollution/turbidity, risk of mobilising contamination) drilling through different aquifers and creating preferential pathways. It is therefore necessary to demonstrate that piling will not result in contamination of groundwater pursuant to policies SP1, EN17 and EN18 of the Manchester Core Strategy (2012).

10) Prior to commencement of above ground works a programme for submission of final details of the public realm works and highway works as shown in dwgs 1006-RFM-XX-01-DR-L-0002 P04, 1006-RFM-XX-10-DR-L-0003 P04, 1006-RFM-XX-XX-DR-L-0004 P01, 1006-RFM-XX-XX-DR-L-0005 P02, 1006-RFM-XX-00-DR-L-0001 P05, 1006-RFM-XX-XX-DR-L-0006 P02 and the Sparkle Street, Manchester Design & Access Statement Landscape Strategy 1006-RFM-XX-XX-RP-L-1000 REV P03 28th JULY 2023 by re-form shall be submitted and approved in writing by the City Council as Local Planning Authority. The programme shall include an implementation timeframe and details of when the following details will be submitted.

For the avoidance of doubt the development should be delivered in accordance with the approved programme and should not be occupied unless or until the public realm works are completed.

(a) Details of (a) all hard (to include use of natural stone or other high quality materials) and (b) all soft landscaping works (excluding tree planting) which demonstrably fully consider and promote inclusive access (including older and disabled people);

(b) Details of measures to create potential opportunities to enhance and create new biodiversity within the development to include, the choice of planting species within the public realm, where detailed design allows bat boxes and brick, bird boxes and areas of sensitively designed lighting provide opportunities areas within the site for use by bats and moths to include input from a qualified ecologist.

(c) Details of the proposed tree species within the public realm including proposed size, species and planting specification including tree pits and design and details of on going maintenance;

(d) Location and design of all furniture including seating, lighting, bins, handrails, boundary treatments, planters all to include features which fully consider and promote inclusive access (which includes older and disabled people);

(e) A management and maintenance strategy for the public realm including hours during which these areas would be publicly accessible and open to non residents, how access to these areas would be managed who would be responsible for the day to day management and maintenance of these areas including ensuring ongoing maintenance of provision of access for disabled people; and

(f) Details of the inclusion of play equipment for children to the landscaped external amenity at Levels 1 and 10

The detailed scheme shall demonstrate adherence to the relevant sections of DFA2 and MCC-recommended guidance in relation to Age Friendly Public Realm including Age-Friendly Seating and Sense of Place and the Alternative Age-Friendly Handbook.

For the avoidance of doubt, the development should be delivered in accordance with the approved programme, and trees planted within 6 months of occupation of the residential element hereby approved.

If within a period of 5 years from the date of the planting of any tree or shrub, that tree or shrub or any tree or shrub planted in replacement for it, is removed, uprooted or destroyed or dies, or becomes, in the opinion of the Local Planning Authority, seriously damaged or defective, another tree or shrub of the same species and size as that originally planted shall be planted at the same place

Reason - To ensure a satisfactory development delivered in accordance with the above plans and in the interest of pedestrian and highway safety pursuant to Section 115 of the NPPF 2023, 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, DM1, EN1, EN9 EN14 and EN15 of the Core Strategy.

11) Notwithstanding the Sparkle Street, Manchester Flood Risk Assessment and Drainage Strategy Curtins Ref: 082142-CUR-XX-XX-RP-C-92000 Revision: V04 Issue Date: 19 April 2024

and dwg 082142-CUR-XX-XX-DR-C-92500-P03, prior to the commencement of the development other than demolition as identified on plan 10413-SHP-Z0-A-B5D8-JC20-XP-XX-001, a surface water drainage scheme in accordance with Non-Statutory Technical Standards for Sustainable Drainage Systems (March 2015) or any subsequent replacement national standards, shall be submitted for approval in writing by the City Council, as Local Planning Authority. This shall include:

- o Where surface water is connected to the public sewer, details of surface water attenuation to the flow rates proposed in 082142-CUR-XX-XX-RP-C-92000 Revision: V04 Issue Date: 19 April 2024.

- o Maximised integration of green SuDS components (utilising infiltration or attenuation) if practicable.

- o A finalised drainage layout showing all components, outfalls, levels and connectivity.

- o An existing and proposed impermeable areas drawing to accompany all discharge rate calculations.

- o Hydraulic calculations of the proposed drainage system, including all design parameters.

Calculations must Include Critical Storm Events for the 1 in 2, 1 in 30 and 1 in 100 + 45%

Climate Change. Results must demonstrate no surcharge for the 1 in 2, no flooding in the 1 in 30 and no flooding of buildings for the 1 in 100 + 45% Climate Change.

- o A plan indicating surface water overland flow routes for extreme events to ensure flows are diverted away from existing and proposed buildings (including basements).
- o Construction details of flow control and SuDS elements.

The development shall be constructed and completed in accordance with the approved details prior to the occupation of the residential accommodation hereby approved.

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 Core Strategy Policies SP1, DM1 EN08 and EN14.

12) Prior to occupation of the residential accommodation hereby approved details of the implementation, maintenance and management of the surface water drainage scheme, as approved by Condition 10, shall be submitted for approval in writing by the City Council, as Local Planning Authority. Those details shall include:

- o Verification report providing photographic evidence of constructed flow control and SuDS components as per design drawings approved as part of Condition 10.
- o Provide As Built construction drawings OR confirm that they align with the original 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.

The scheme shall be implemented and thereafter managed and maintained in accordance with the approved details.

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. This condition is imposed in light of national policies within the NPPF and NPPG and local policies EN08 and EN14.

13) (a) Notwithstanding the details submitted as set out in the Noise Impact Assessment Report Sparkle Street, Manchester by cass allen 19-04-24 prior to commencement of above ground works a final scheme for acoustically insulating and mechanically ventilating the residential accommodation against local road traffic network, any local commercial/industrial premises and any service risers /lift shafts; details of the MVHR system (plan, intake/extract points, silencers, operational noise levels) and details of the performance of the glazing shall be submitted to and approved in writing by the City Council as Local Planning Authority.

The approved noise insulation scheme shall be completed before the occupation of the residential accommodation hereby approved.

The potential for overheating shall also be assessed and the noise insulation scheme shall take this into account.

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

For vibration criteria to apply which can be found in BS 6472: 2008 "Guide to evaluation of human exposure to vibration in buildings". Groundborne noise/re-radiated noise shall also be factored into the assessment and design.

(b) Prior to occupation of the residential accommodation hereby approved, 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 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 with the City Council, as Local Planning Authority, and thereafter retained and maintained in situ.

Reason - To secure a reduction in noise in order to protect future residents from noise nuisance, and to reduce the potential for overheating pursuant to policies SP1, H1 and DM1 of the Core Strategy.

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

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

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

(b) No later than 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).

15) Prior to occupation of the residential accommodation hereby approved a scheme for the acoustic insulation of any plant including internal, externally mounted ancillary equipment, lift equipment, substation to ensure that it achieves a background noise level of 5dB below the existing background (La90) at the nearest noise sensitive location shall be submitted to and approved in writing by the City Council as local planning authority in order to secure a reduction in the level of noise emanating from the equipment.

The approved scheme shall be completed and prior to occupation of the residential accommodation hereby approved a verification report submitted for approval by the City Council as local planning authority and any non compliance suitably mitigated in accordance with an agreed scheme prior to occupation. The approved scheme shall remain operational thereafter.

The approved details shall be implemented and remain in place for as long as the above uses are operational

Reason - To secure a reduction in noise in order to protect future residents from noise nuisance, pursuant to policies SP1, H1 and DM1 of the Core Strategy.

16) The waste arrangements for the development shall be operated in accordance with the Waste Management Strategy prepared by Curtins dated 19th April 2024 and the supporting dwg ref 10413-SHP-Z0-A-B5D8-G200-PL-00-101 highlighting the storage of waste and management of the waste storage areas,

The details shall be implemented prior to occupation of the residential accommodation hereby approved and thereafter retained and maintained in situ.

Reason - In order to ensure that adequate provision is made within the development for the storage and recycling of waste in accordance with policies DM1 and EN19 of the Core Strategy for the City of Manchester.

17) The development hereby approved shall be carried out in accordance with the targets set out within the Foras (Sparkle Street) Limited Environmental Standards Statement Sparkle Street, Manchester 23 April 2024 and Energy Statement (with Part L1A SAP Assessment) Sparkle Street, Manchester by MDS Rev C02 29/04/2024

A post construction statement shall be submitted within 12 months of the occupation of the residential accommodation hereby approved

Reason - In order to minimise the environmental impact of the development, pursuant to policies SP1, DM1, EN4 and EN8 of Manchester's Core Strategy, and the principles contained within The Guide to Development in Manchester SPD (2007) and the National Planning Policy Framework.

18) a) External lighting shall be designed and installed in accordance with a scheme approved in writing by the City Council as Local Planning Authority prior to installation of the external lighting so as to control glare and overspill onto nearby residential properties.

b) Prior to occupation of the residential accommodation a verification report shall be required to validate that the work undertaken throughout the development conforms to

the recommendations and requirements in the approved light consultant's report. The report shall also undertake post completion testing to confirm that acceptable criteria have been met. Any instances of non-conformity with the recommendations in the report shall be detailed along with any measures required to ensure compliance with the criteria.

Reason - In the interests of visual and residential amenity pursuant to Core Strategy policies SP1, CC9, EN3 and DM1 of the Core Strategy.

19) The development hereby approved shall be carried out in accordance with the Sparkle Street, Interim Travel Plan, Curtins Ref: 082142-CUR-XX-XX-T-TP-00002, Revision: P04 Issue Date: 19 April 2024

In this condition a travel plan means a document that includes the following:

- i) the measures proposed to be taken to reduce dependency on the private car by residents and those [attending or] employed in the development;
- ii) a commitment to surveying the travel patterns of residents within the first six months of use of the development or when two thirds of the units are occupied (whichever is sooner) 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;
- (vi) measures to identify and promote walking routes connecting Piccadilly Station, the Metrolink, the City Centre and areas towards the Ancoats, New Islington and East Manchester;

Within 3 months of the completion of the travel survey (as required by Part II) , a revised Travel Plan which takes into account the information about travel patterns gathered pursuant to item (ii) above shall be submitted to and approved in writing by the City Council as Local Planning Authority. Any Travel Plan which has been approved by the City Council as Local Planning Authority shall be implemented in full at all times when the development hereby approved is in use.

Reason - To assist promoting the use of sustainable forms of travel and to secure a reduction in air pollution from traffic or other sources in order to protect existing and future residents from air pollution. , pursuant to policies SP1, T2 and DM1 of the Core Strategy, the Guide to Development in Manchester SPD (2007) and Greater Manchester Air Quality action plan 2016.

20) Notwithstanding the Sparkle Street, Manchester, Television and Radio Reception, Impact Assessment by GTech 19/04/2024 within a minimum of one month of the practical completion 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 a 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 above. The measures identified must be carried out either before the building is first occupied or within one month of the study being submitted to the City Council as local planning authority, whichever is the earlier.

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 affect television reception and to ensure that the development at least maintains the existing level and quality of television signal reception - In the interest of residential amenity, as specified in policy DM1 of Core Strategy

21) Deliveries, servicing and collections in connection with the management of the building including waste collections shall not take place outside the following hours: 07:30 to 20:00, Monday to Saturday, Sunday/Bank Holiday the times shall be confined to 10:00 to 18:00

The approved details shall be implemented and remain in place for as long as the development is in use for the approved use

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

22) No infiltration of surface water drainage into the ground on land affected by contamination is permitted other than with the express written consent of the City Council as 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 controlled waters. The development shall be carried out in accordance with the approval details.

Reason - To prevent pollution of controlled waters from potential contamination on site. Infiltration methods on contaminated land carries groundwater pollution risks and may not work in areas with a high water table. Where the intention is to dispose to soakaway, these should be shown to work through an appropriate assessment carried out under Building Research Establishment (BRE) Digest 365.

23) The development hereby approved shall include for full disabled access to be provided to all publicly accessible areas and internally accessible shared amenity areas during operational hours.

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

24) If any external 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 and maintained 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

25) Notwithstanding the details contained within condition 2 above prior to the first occupation of the residential accommodation hereby approved a scheme of highway works and footpaths reinstatement/public realm shall be submitted for approval in writing by the City Council, as Local Planning Authority.

This shall include the following:

(a) Details of the relocation of 4 existing Pay and Display bays; loading bay on Store Street; Creation of 2 accessible bays on Store Street; and the creation of a Car Club Bay on Sparkle Street;

(b) Any modifications / improvements to the public highway or footpath and evidence of associated S278 agreement (to include build out kerbs on Store Street; Double yellow lines on Store Street; Dropped kerbs installed to provide vehicular access to the substation on Store Street; and Double yellow lines installed on Sparkle Street.

(c) Details of the materials, including natural stone or other high quality materials to be used for the footpaths and for the areas between the back of pavement and the line of the proposed building on all site boundaries; and

(d) Evidence of the agreed amendments to TRO's associated with the above;

and shall be implemented and be in place prior to the first occupation of the residential accommodation hereby approved and thereafter retained and maintained in situ.

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).

26) The development shall be carried out in accordance with sections 3, 4, 5 and 6 of the Crime Impact Statement Version B 26-07-23 as amended by Deloitte's e-mail 03-07-24

The development shall only be carried out in accordance with these approved details and within 12 months of completion, the applicant will confirm in writing to the City Council as Local Planning Authority that the development has achieved Secure 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

27) No doors (other than those designated as fire exits) shown on Dwg 10413-SHP-Z0-A-B5D8-G200-PL-00-001 rev PO4 stamped as received on 10-05-24 shall open outwards onto adjacent public highway.

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

28) The 359 cycle parking spaces shall be fully implemented as shown in Dwg 10413-SHP-Z0-A-B5D8-G200-PL-00-001 rev PO4 stamped as received on 10-05-24. The

residential accommodation shall not be occupied unless and until the above cycle parking spaces are in place

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

29) Prior to occupation of the residential accommodation hereby approved, details of the siting, scale and appearance of the air source heat pumps to the buildings hereby approved should be submitted to the Local Planning Authority for approval. The air source heat pumps must also comply with the noise criteria as specified in condition 12. The approved details shall then be implemented prior to the first occupation of the residential development hereby approved and thereafter retained and maintained in situ.

Reason - In the interest of ensuring the air source heat pumps are installed and to ensure that they are appropriate in terms of visual amenity pursuant to policies SP1, EN1, EN6 and DM1 of the Manchester Core Strategy (2012).

30) Prior to the first occupation of the residential development hereby approved details of the siting, scale and appearance of the PV's to the building hereby approved should be submitted to the Local Planning Authority for approval. The approved details shall then be implemented prior to the first occupation of the residential development hereby approved and retained and maintained in situ.

Reason - In the interest of ensuring the PV's are installed and to ensure that they are appropriate in terms of visual amenity pursuant to policies SP1, EN1, EN6 and DM1 of the Manchester Core Strategy (2012).

31) In relation to site layout, water supplies for firefighting purposes and access for fire appliances, the development shall be implemented in accordance with the Fire statement form stamped as received on 17-05-24

Reason

To ensure a satisfactory development pursuant to Policy DM1 of the Core Strategy and in accordance with the Fire safety and high-rise residential buildings Guidance August 2021.

32) No externally mounted telecommunications equipment shall be mounted on any part of the building hereby approved, including the roofs other than with express written consent of the Local Planning Authority.

Reason - In the interest of visual amenity pursuant to Core Strategy Policies DM1 and SP1

33) Unless shown in the approved plans set out within condition 2, the window(s) at ground level (with the exception of those to the Townhouses) shall be retained as a clear glazed window opening at all times and views into the premises shall not be screened or obscured in any way.

Reason - The clear glazed window(s) is an integral and important element in design of the ground level elevations and are important in maintaining a visually interesting street-

scene consistent with the use of such areas by members of the public, and so as to be consistent with saved policy DC14 of the Unitary Development Plan for the City of Manchester and policies SP1 and DM1 of the Core Strategy.

34) 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 or couples (or a couple and unrelated person) sharing a dwelling.

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.

35) 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.

36) Notwithstanding the General Permitted Development Order 2015 as amended by the Town and Country Planning (Permitted Development and Miscellaneous Amendments) (England) (Coronavirus) Regulations 2020 or any legislation amending or replacing the same, no further development in the form of upward extensions to the building shall be undertaken other than that expressly authorised by the granting of planning permission.

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

37) No demolition works or 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 demolition 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 demolition 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).

38) Prior to commencement of above ground works final details of the Wind Mitigation Screen as set out within Chapter 9 (Wind Mitigation) of the Environmental Statement - Volume 1, Sparkle Street May 2024 and confirmation from a suitably qualified Wind Consultant that this would be adequate, shall be submitted to and approved in writing. The approved scheme shall be implemented prior to any use of the terrace commencing and and thereafter retained and maintained in situ.

Reason - In the interest of creating a suitable and safe environment for residents and in the interests of visual amenity pursuant to policies SP1 and DM1 of the Manchester Core Strategy (2012).

39) The provision of the 222 accessible and adaptable dwellings (in line with M4(2) as set out within the Sparkle Street - Manchester, M4(2) Apartments 09 August 2024, 10413-SHP-B5D8-RP-001 P01 shall be implemented prior to occupation of the residential units hereby approved by the City Council as Local Planning Authority."

Reason - To ensure and appropriate level of accessible new homes within the development pursuant to policies DM1 and CC10 of the Manchester Core Strategy (2012) and Places for Everyone Policy JP-H3

40) In this condition "retained tree" means an existing tree, shrub or hedge which is to be as shown as retained on the approved plans and particulars; and paragraphs (a) and (b) below shall have effect until the expiration of 5 years from the date of the occupation of the building for its permitted use. In accordance with the Tree Impact Assessment dated 11/09/2024:

(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.

41) 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.

42) Prior to the first occupation of the residential development hereby approved a Tree Management and Monitoring Plan for the tree planting proposed on site and within Store Street this shall include:

- (a) a non-technical summary;
- (b) the roles and responsibilities of the people or organisation(s) delivering the Tree Management and Monitoring Plan;
- (c) the management measures to maintain for a period of 30 years from the completion of development; and
- (e) the monitoring methodology and frequency in respect of the created habitat to be submitted to the local planning authority,

Has been submitted to, and approved in writing by, the local planning authority.

Notice in writing shall be given to the Council when the :

(f) Management and Monitoring Plan has been implemented; and

(g)habitat creation and enhancement works as set out in the Management and Monitoring Plan have been completed.

The tree planting specified in the approved Tree Management and Monitoring Plan shall be implemented prior to occupation and managed and maintained in accordance with the approved Tree Management and Monitoring Plan.

Monitoring reports shall be submitted to local planning authority in writing in accordance with the methodology and frequency specified in the approved Management and Monitoring Plan.

Reason: To ensure the development delivers a biodiversity net gain on site in accordance with Schedule 7A of the Town and Country Planning Act 1990 and Core Strategy policy EN15.

43) Prior to the first occupation of the residential development hereby approved a detailed Residential Management Strategy including:

- (a) Details of how 24 hour management of the site in particular in relation to servicing, parking of maintenance vehicles and noise management of communal areas;
- (b) A management strategy for the external amenity areas including hours during which these areas would be open to resident and how access to the communal terraces would be managed during the evening /night

shall be submitted to and agreed in writing by the City Council as Local Planning Authority.

The approved Residential Management Strategy shall be implemented from occupation of the residential use hereby approved and be retained in place for as long as the development remains in use.

Reason - In the interests of residential amenity, the promotion of a sustainable and inclusive community within the development, 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.

44) Prior to development other than above ground demolition commencing a UXO Risk Management Plan in accordance with the recommendations within the Sparkle St, Manchester, Phase 2 Ground Investigation, Curtins Ref: 082142-CUR-XX-XX-RP-G-0001, Revision: P04 Issue Date: 26 April 2024 shall be submitted and approved by the City Council as Local Planning Authority

Reason: To ensure that the risks from unexploded ordnance to future users of the land and existing neighbouring land are eliminated and or minimised to ensure that development can take place without unacceptable risk to workers and neighbours including any unacceptable major disruption to the wider public on and off site that may arise as a result of evacuation/s associated with the mitigation of UXO, pursuant to policies EN18 and DM1 of the Core Strategy for Manchester.

45) Prior to commencement of development excluding the demolition works identified on plan reference 10413-SHP-Z0-A-B5D8-JC20-XP-XX-001 a Habitat Management and Monitoring Plan for the off-site biodiversity enhancements shall be submitted to and agreed in writing by the City Council as Local Planning Authority. The development shall be implemented and maintained in accordance with the agreed details and shall be retained thereafter.

Reason - In the interests of biodiversity net gain being achieved on site pursuant to policy EN15 of the Manchester Core Strategy, policies JP-G8 of Places for Everyone, National Planning Policy Framework (NPPF) and Schedule 7A of the Town and Country Planning Act 1990 (as amended).

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.

MCC records highlight that the underground Shooters Brook is located within close proximity to the site (approximately 10 m to the north of the site), while our records are frequently updated to ensure the highest level of accuracy, the records cannot guarantee 100% accuracy for all culverted assets.

Therefore, we would request that the applicant informs the onsite contractor to remain observant and to take the appropriate safety precautions during excavation works. If any major unknown drainage assets are found beneath the site, then further investigation works should take place to identify the asset and MCC Lead Local Flood Authority (LLFA) should be contacted immediately. Any alterations to an ordinary watercourse will require consent from MCC LLFA under Land Drainage Act 1991. The developer can apply for land drainage consent (if required) via the following link:

<https://manchester.civicapayforms.co.uk/Sales/LaunchInternet.aspx?saleform=drainage>

The applicant is advised that part of the application site falls within land that is currently safeguarded for construction and/or operation of HS2 Phase 2b (Crewe to Manchester and Birmingham to Leeds). Although the Government have announced the cancellation of HS2 Phase 2, Safeguarding Directions are still in place. As such, the applicant is advised to closely follow future Government announcements.

It is the applicant's responsibility to investigate the existence of any pipelines that might cross or impact their proposed site and also to demonstrate the exact relationship between United Utilities' assets and the proposed development. The applicant should not rely solely on the detail contained within asset maps when considering a proposed layout.

It is important that the supporting information contained in the Appendix, Section 2.0 'United Utilities' Property, Assets and Infrastructure', is read in conjunction with this letter. This provides information that might impact a proposed layout and additional guidance that an applicant or developer must consider when United Utilities assets are located in, or in the locality of, the proposed site.

Where United Utilities' assets exist, it is essential that the applicant, or any subsequent developer, contacts our Developer Services team prior to commencing any works on

site, including trial holes, groundworks or demolition. See Appendix, Section 4.0 'Contacts'.

Water Main

A water main is located in the vicinity of the site. It must not be built over, or our access to the pipeline compromised in any way. We require an access strip as detailed in our 'Standard Conditions for Works Adjacent to Pipelines', which can be found on our website:

<https://www.unitedutilities.com/builders-developers/your-development/planning/buildingover-or-working-near-our-assets/working-near-our-pipes/>. The applicant must comply with this document to ensure pipelines are adequately protected both during and after the construction period.

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.

Commuted sums are required for any non-standard materials (and street trees) used on the adopted highway.

Construction/demolition works shall be confined to the following hours unless otherwise agreed in writing by the City Council as local planning authority:

Monday - Friday: 7.30am - 6pm

Saturday: 8.30am - 2pm

Sunday / Bank holidays: No work

Workforce may arrive on site 30 minutes prior but no working outside these times, unless changed by prior agreement. Noise to be kept to a minimum in the first hour. Reason - To safeguard the amenities of the occupiers of nearby residential accommodation during the construction phase.

Any materials approved for planning purposes should be discussed in full with Building Control. This is to ensure they meet the guidance contained in the Building Regulations for fire safety. Should it be necessary to change the external facade treatment due to conflicts with the Building Regulations you should discuss these with the Planning Service as soon as possible as this could materially effect your permission.

As the proposal involves development over 11m in height (or alterations to increase the height of a building above 11m), developers are required to notify the Greater Manchester Fire & Rescue Service of the commencement of development via email to construction-started@manchesterfire.gov.uk

For this development proposals for good practice principles for both the design and operational phases are recommended. Reference should be made to IAQM/EPUK guidance: <http://iaqm.co.uk/guidance>

All of the works required to achieve the new accesses / egresses and associated TROs should be included as part of a S278 agreement to be funded by the applicant

Application for off-site highways works condition discharge may only be submitted following securing 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

INNS Management: It is an offence under the Wildlife & Countryside Act 1981, as amended to introduce, plant or cause to grow wild any plant listed in Schedule 9 part 2 of the Act. Species such as wall cotoneaster are included within this schedule. If any wall cotoneaster will be transported off site as a result of this development a suitably experienced consultant should be employed to advise on how to avoid an offence.

Generator: The routine maintenance and servicing of any emergency generator shall be confined to Monday to Friday 08:00 to 18:00 hours.

Details of how the demolition and construction process will control of noise and vibration shall be agreed with MCC Environmental Protection Officers as a minimum, they will require details of machinery and equipment to be used and their expected noise levels, the identification of the noisiest activities and who these activities / work may impact, duration of these activities, site wide noise and vibration mitigation measures with reference to BPM to be adopted on site specifically for the noisier or more intrusive activities, the maximum site noise level and vibration levels at the site boundary particularly during the noisier activities, details of monitoring including how monitored (continual noise and vibration loggers) location of monitoring in relation to receptors, how the site supervisor is alerted if the noise /vibration limit is approached or exceeded and details of what action is taken where the maximum site noise and / or vibration levels (once agreed) are approached or exceeded (such as work shall cease until the cause of the exceedance has been identified and where necessary, an alternative method of work established).

Detail should be sought from the applicant in relation to any proposed construction or fit out arrangements, where there is an impact on the highway. The applicant is advised that any requirements for licensing, hoarding / scaffolding and any associated temporary traffic management arrangements will need discussion and agreement with the council's Highways Applications and Network Resilience teams via Contact Manchester (Tel. 0161 234 5004).

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.

Right of challenge on planning application decision

A third party does not have a right of appeal against a decision on a planning application. Instead there is a right of challenge (a Judicial Review) which is limited to lawfulness of the procedure that we have taken in coming to that decision.

Any challenge must be based on the following and not the merit of the decision:

Procedural irregularity
Irrationality
Illegality

Any application for permission to bring such a challenge (which is through the High Court) must be made within 6 weeks of the date of the decision being issued.

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

The Owners hereby covenant with the Council as follows:

1. To Pay to the Council the Affordable Housing Contribution Index Linked on or prior to the Commencement of Development.
2. To notify the Council in writing;
 - 2.1 within five (5) Working Days of Commencement of Development that development has Commenced;
 - 2.2 within 5 (five) Working Days of the date of Completion of Construction of 75% of the Dwellings.

VIABILITY REVIEW AT CALCULATION DATE AND VIABILITY PAYMENT

3. Within ten (10) Working Days of the Calculation Date to confirm the Method of Disposal and the relevant Permitted Profit Level to the Council in writing and 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.
4. Within forty (40) Working Days of its receipt of the Viability Appraisal the Council shall give written notice to the Owners either:-
 - 4.1 Stating that it accepts the Viability Appraisal or
 - 4.2 Correcting or challenging any of the amounts or conclusions included in the Viability Appraisal and giving details of the disputed amounts or conclusions.
5. In the event that the Council shall have served a notice on the Owners pursuant to paragraph 4.2 of this Schedule 3 the Owners and the Council shall use reasonable endeavours to reach agreement in respect of the Viability Appraisal but if the Owners 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 4.2 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);
6. The Viability Appraisal not by way of limitation shall include and confirm:
 - 6.1 the Permitted Profit Level where based on profit on cost
 - 6.2 (where applicable), the GDV and NDV;
 - 6.3 the Costs;
 - 6.4 (where applicable) the Gross Margin; and,
 - 6.5 the Viability Payment, if any.
7. Viability Payment

7.1 On or before the Viability Payment Deadline to pay to the Council the Viability Payment (if any) PROVIDED ALWAYS that the Viability Payment and the aggregate of any Clawback does not exceed the Maximum Contribution;

7.2 In the event that the information contained in the Viability Appraisal (as agreed by the Council or determined pursuant to paragraph 6 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.

RETENTION OF ARCHITECT

- 8.1 The Owners shall use Best Endeavours to continue to employ the Architect as the lead architect throughout, the construction period and until Practical Completion of the Development **PROVIDED THAT** the Architect remains willing and able to fulfil such roles in relation to the Development and that such employment is capable of being secured on reasonable commercial terms.
- 8.2 Should the Architect not be appointed or continue to be appointed in accordance with paragraph 8.1 above the Owners shall immediately notify the Council of this fact and shall use Best Endeavours to appoint a replacement Architect of a similar calibre and reputation as soon as reasonable practicably and shall thereafter notify the Council of the identity of the replacement architect immediately thereafter.

RETENTION AS BUILD TO RENT

9. Where the Method of Disposal is Build to Rent the Owners covenant that they shall deliver the relevant Build to Rent Dwellings comprising the residential part of the Development for the private rental market as a Build to Rent scheme and the residential part of the Development shall be retained as Build to Rent Dwellings for the Clawback Period Provided that if any part of the residential part or parts of the Development is then Disposed of as Open Market Sales during the Clawback Period this will trigger the clawback provisions set out in clause 19 of this Agreement, and the Owners further covenant to comply with all the provisions of that clause 19 and upon payment of the Clawback to the Council (or determination that no Clawback is due) this covenant will no longer apply to the relevant Dwellings Disposed of in breach of this covenant. For the avoidance of doubt, any payment of Clawback agreed by the Council and the Owners or determined to be due in accordance with the provisions of clause 19 will when received by the Council in respect of any Dwelling to which the payment of Clawback relates remedy the breach of the obligation to retain the Dwelling as a Build to Rent Dwelling contained in this paragraph, as well as releasing the Dwelling from that obligation thereafter. For the avoidance of doubt this provision does not prevent the Owners of the Site as at the date of this Agreement or any successors in title from transferring the Site during the Clawback Period to successors in title all of whom will be bound by the covenants contained in this Paragraph 9.

SCHEDULE 4

The COUNCIL'S COVENANTS

The Council hereby covenants with the Owners as follows:

1. To use the Affordable Housing Contribution for the provision of Affordable Housing within the Administrative Boundaries of Manchester and for no other purpose.
2. To use any Viability Payment and Clawback towards the provision of Affordable Housing within the Administrative Boundaries of Manchester and for no other purpose.
3. 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.
4. The Council shall provide written details of any expenditure incurred by the Council using the Viability Payment within 20 Working Days of a written request to do so from the party/person who made the payment to the Council.
5. To repay to the paying party such sum or sums remaining from the Affordable Housing Contribution, the Viability Payment and the Clawback as have not been expended in accordance with paragraph 1 and paragraph 2 of this Schedule (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.
6. To issue the Planning Permission within two (2) Working Days of the date hereof.

SCHEDULE 5**VIABILITY TEMPLATE**

Land at Sparkle Street, Piccadilly, Manchester, M1 2NJ

GDV	£
NDV under a Pre-sale	£
Permitted Profit Level	£
Surveys	£
Costs	£
Developer Contingency	£
Professional fees TBA	£
Insurances and Warranties TBA	£
Regear Costs (as below) TBA:	
Headlease regear premium in respect of the Site	£
Overage payable as defined in the Lease and overage deed	£
Rights to Light Costs	£
Sales and marketing costs TBA	£
Affordable Housing Contribution (Index Linked) TBA	£
Owner's Development Management Fee	
Management Fee	£13,259.10
Viability Assessment Fee	£12,000.00
Finance cost TBA	£
Interest cost on deposits TBA	£
Tax relief TBA	£
Lower of 1. Actual Land Value OR 2. Benchmark Land Value (Indexed)	£
–Purchaser's Costs (Land)	
Funding Agent & Funding Legal Fees	
TOTAL COSTS	
Gross Margin	
Gross Margin minus Permitted Profit Level	
VIABILITY PAYMENT = (Gross Margin minus Permitted Profit Level) x 50%	

NB –The sum of any Viability Payment shall not exceed the Maximum Contribution

The Headings in the Viability Template are not exhaustive

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 and delivered when dated)
as a deed by BROMBOROUGH)
WHARF GATEWAY LIMITED acting by)
a director, in the presence of:)

.....
Director

Signature of Witness:

Name: Danila Possokhov

Occupation: Property Manager

Address:

EXECUTED and delivered when dated)
as a deed by **CARMEL SOUTHEND**)
LIMITED acting by)
a director, in the presence of:)

.....
Director

Signature of Witness:

Name: Danila Possokhov

Occupation: Property Manager

Address: