

DATED 9th July 2025

THE COUNCIL OF THE CITY OF MANCHESTER

– and –

PORTUGAL STREET EAST LIMITED

- and -

SITUS ASSET MANAGEMENT LIMITED

AGREEMENT

pursuant to section 106 of the Town and
Country Planning Act 1990 (as amended)
relating to Land at Portugal Street East
Manchester, M1 2WX

City Solicitor
P O Box 532
Town Hall
Albert Square
Manchester M60 2LA
L/BH/PLA001/84123

THIS AGREEMENT is made the

9th

day of

July

202

BETWEEN:

- (1) **THE COUNCIL OF THE CITY OF MANCHESTER** of Town Hall, Albert Square, Manchester, M60 2LA (the “**Council**”),
- (2) **Portugal Street East Limited** (incorporated in Jersey with company number 358095) whose registered office is at 11 – 15 Seaton Place, St Helier, Jersey JE4 0QH (the “**Owner**”), and
- (3) **Situs Asset Management Limited** (incorporated in England and Wales with company number 06738406) whose registered office is at 10th Floor, 25 North Colonnade, London, E14 5HZ (“**Mortgagee**”)

BACKGROUND

- A The Council is the local planning authority for the purposes of the Act in relation to the Site and is the authority by whom the obligations hereby created are enforceable. The Development will be carried out on the Site. The Site is situated within the Administrative Boundaries of Manchester and this planning obligation is enforceable by the Council.
- B The Owner is the freehold owner of parts of the Site registered at the Land Registry with Title Absolute under Title Number LA47750, MAN405262, LA205604, GM214311, MAN412696 and GM661435 together with but subject to all matters contained or referred to in the Title Registers thereunder. The Owner is the leasehold owner of part of the Site registered at the Land Registry with Title Absolute under Title Number MAN406478 together with but subject to all matters contained or referred to in the Title Register.
- C The Owner is the leasehold owner of an equitable estate in part of the Site through a lease dated 8 August 2022 that is pending registration at the Land Registry and which has been allocated the pending Title Number MAN442799 (the “**Owner’s Equitable Estates**”).
- D The Council is the registered proprietor with title absolute of the freehold of parts of the Site registered at the Land Registry with Title Numbers MAN252323 and MAN406491 but is not entering into the planning obligations contained in this Agreement.
- E The Mortgagee is interested in the Site owned by the Owner by virtue of a charge dated 20 September 2023 (the “**Charge**”).
- F The Application was submitted to the Council for planning permission to carry out the Development in the manner set out in the plans, specifications and particulars forming part of the Application.
- G The Council as local planning authority is satisfied that the Development is such as may be approved by the Council under the Act and is minded to grant planning permission for the Development in accordance with the Application but having considered the Policy PA1 of the Core Strategy and the Regulations is desirous of the Owner entering into this Agreement without which planning permission would not be granted.

- H The Council has determined that the Development will support a payment of £7,696,500 (seven million six hundred and ninety six thousand five hundred pounds) for the Affordable Housing Contribution. However the Owner has stated that there are viability issues affecting the development of the Site and has submitted to the Council documentation in support of this contention. The Council has accepted that at the date of this Agreement payment of the Affordable Housing Contribution may mean that the implementation of the Development is not viable. The Owner has agreed to enter into the planning obligations contained herein requiring 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.
- J The Owner has agreed to enter into this Agreement in support of the Application so as to create planning obligations in favour of the Council pursuant to section 106 of the Act and to be bound by and observe and perform the covenants hereinafter contained.

AGREED TERMS

1 DEFINITIONS AND INTERPRETATION

1.1 The definitions and rules of interpretation set out in this Clause apply to this Agreement. **"Act"** the Town and Country Planning Act 1990 as amended by the Planning and Compensation Act 1991 and the Planning and Compulsory Purchase Act 2004 and the Planning Act 2008,

"Adjacent Land" means the land adjacent to the Site that is located within land upon which part of the Development pursuant to the Planning Permission is to take place,

"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" shall mean the Viability Payment to a maximum sum of £7,696,500 (seven million six hundred and ninety six thousand five hundred pounds) Index Linked being the maximum viability surplus as identified in the viability template at Schedule 5 to this Agreement.

"Agreement" shall mean this agreement,

“Anticipated Date of Completion of Construction” means the date upon which the Owner anticipates that the Completion of Construction of the relevant percentage of Dwellings referred to in this Agreement shall take place,

“Application” the application for planning permission to which the Council has given the reference 141176/JO/2024,

“Calculation Date” shall be upon the Completion of Construction of 75% 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,

“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, site clearance, remediation works, environmental or archaeological investigations, site and soil surveys, erections of contractors work compound, erection of site office, erection of fencing to site boundaries, marking of site boundaries and laying out of access roads and services shall for the purposes of the agreement be deemed not to be material operations and **“Commence”**, **“Commencement”** and **“Commenced”** shall be construed accordingly Commencement will be deemed to have taken place whether it takes place on the Site,

“Completion of Construction” the date upon which a valid certificate of completion shall have been issued in respect of the relevant number of Dwellings 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 Planning Practice Guidance (“NPPG”) as revised on 12 February 2024 headed “Viability” as the same may be amended or any replacement thereof In addition, the Council will accept in the calculation of Costs

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

2 the estimated costs that remain to be Reasonably and Properly Incurred in completing the 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),

“Development” the development undertaken on the Site and Adjacent Land permitted by the Planning Permission being the variation to the development permitted by the First Planning Permission consisting of the removal of condition 12 (Public Realm delivery) and amendment of condition 13 (Landscaping and Highways) and “Developed” shall be construed accordingly,

“Developer” means the Owner,

“Dwelling” a unit of accommodation to be constructed on the Site and Adjacent Land 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

“First Development” shall mean the development of the Site and adjacent land pursuant to the First Planning Permission and substantially comprising the construction of two residential buildings (Use Class C3) comprising Block 1 (29 storeys) (32 x 1B1P, 52 x 1B2P, 36 x 2B3P and 104 x 2B4P) Block 2 (23 storeys) (44 x 1B1P, 44 x 1B2P, 112 x 2B3P, 64 x 2B4P) with a linked central podium, to deliver 488 units, shared amenity space, 27 car parking spaces, 492 cycle spaces, landscaping (including new public park) , lighting, highways and associated works following demolition of existing buildings and structures,

“First Planning Agreement” shall mean the planning agreement relating to part of the Site dated 16 March 2021 and made between the Council (1) the Owner (2) and Transport for Greater Manchester (3) pursuant to the First Planning Permission,

“First Planning Permission” shall mean full permission under the Act for the First Development granted under reference 121099/FO/2018 on 16 March 2021 as amended by non material amendments made under references 133730/NMC/2022, 136804/NMC/2023, 138154/NMC/2023 and 139443/NMC/2024,

“Forward Funding Arrangement” a commitment to provide funding to assist the development of the project going forward with the sole aim of facilitating either a single sale of the whole or part of the Development, but not necessarily a commitment to purchase the Development or the retention of the whole or part of the Development by the Developer/Owner on Completion of Construction as a Private Rental Sector (PRS) Investment For the avoidance of doubt funding not provided for the purposes outlined in the previous sentence of this definition but provided for example for the purpose of covering the construction costs of any dwelling that is to be sold on the Open Market to an individual purchaser will not be classed as a Forward Funding Arrangement

“Forward Sale” the committed sale and purchase of the whole or part of the completed Development on agreed terms at a future date 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 made on completion

of the sale of the whole or part of the completed Development and during the construction and on completion of the Development

“GDV” means Gross development value as defined in the 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 the calculation of GDV the actual sale prices achieved at the development (either by sale of individual units or achieved by a Pre-Sale) up to the time of preparation of the Viability Appraisal and detailed therein

“Gross Margin” GDV less Costs as more particularly detailed in the Viability Appraisal,

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

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

“Management Fee” shall mean 15% of the planning application fee which equates to £12,495 45 (twelve thousand four hundred and ninety five thousand pounds and forty five pence) to be used for the purpose of management and monitoring of this Agreement and the Planning Obligations contained herein,

“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,

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

“Plan” the plan attached to this Agreement,

“Planning Obligations” shall mean the obligations of the Owner specified in the Third Schedule,

“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 granted pursuant to s96A of the Act,

“Pre Sale” means a Forward Sale or Forward Funding Arrangement or Private Rental Sector Forward Funding Arrangement of the whole or part of the completed Development prior to the Calculation Date and “PRS Element” shall be construed accordingly,

“Private Rental Sector Forward Funding Arrangement” means a Forward Funding Arrangement in which the Owner will retain the whole or part of the Development on Completion of Construction as a Private Rental Sector Investment

“Private Rental Sector Investment” means a Development that will deliver new-build homes for the private rental market, to be retained by the Owner on Completion as an investment and Private Rental Sector (PRS) Investment shall be construed accordingly,

“Profit Level” means in the case of a Pre Sale when the Gross Margin is equivalent to 15% of the GDV and in all other cases is when the Gross Margin is equivalent to 20% of the GDV

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

“Regulations” the Community Infrastructure Levy Regulations 2010

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

“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 and the RICS professional standard headed “Financial viability in planning conduct and reporting” 1st edition dated May 2019 and effective from 1 September 2019 or any replacement, update or amendment of the same,

“Site” the property described in Schedule 1 and shown for the purposes of identification only within the broken red edging on the Plan save and except for the area shown coloured blue and the area edged green,

“Stakeholder” shall mean the City Treasurer and her authorised officers,

“Stakeholder Account” shall mean the account held by the Council's City Treasurer and her authorised officers at Barclays Bank plc in which monies paid under the Planning Obligations are held,

“Viability Appraisal” a written appraisal in the form set out in Schedule 5 to assess the Gross Margin required to be provided on the Calculation Date in accordance with the provisions of Schedule 3 of this Agreement The format of the Viability Appraisal shall take the form of the Viability Report detailed in Schedule 5 and “VA” shall be construed accordingly The VA must include as part of the VA any documentation the Council, acting reasonably, may in writing request be provided as part of it in order to assist the Council when reviewing the VA,

“Viability Assessment Fee” the sum of £10,000 (ten 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 Owner to the Council if the Viability Appraisal shows that the Profit Level as assessed will be achieved and will be 50% (fifty percent) of the amount by which the Gross Margin exceeds the Profit Level PROVIDED THAT the Viability Payment shall be no more than the amount that is needed in order to equal the Affordable Housing Contribution. The Viability Payment will be payable within the timescale set out in the provisions contained in Schedule 3

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

1.2 The Clause headings do not affect this interpretation

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

1.4 References to any statute or statutory provision include reference to

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

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

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

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

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

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

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

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

1 11 Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed interchangeable in that manner

2 PLANNING OBLIGATION

This Agreement is made pursuant to section 106 of the Act, section 111 of the Local Government Act 1972, section 1 of the Localism Act 2011 and all other enabling legislation and is a planning obligation for the purposes of section 106 of the Act, with the intent that covenants hereinafter contained shall be enforceable by the Council acting under the powers contained in section 106 or such other enabling powers against the 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 this Clause and 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 Commenced or is revoked or modified in whole or in part (other than in approval of an application by or on behalf of the Owner) or quashed or declared unlawful as a result of legal proceedings then this Agreement shall absolutely determine and become null and void but without prejudice to the rights of either party against the other in respect of any antecedent breach

5 THE OWNER'S COVENANTS

The Owner on behalf of itself and any person deriving title to any part of the Site from the Owner hereafter hereby covenants with the Council so as to bind the Site to fully observe and perform the obligations on its part contained in this Agreement including those obligations set out in Schedule 3 and hereby agrees that the Site shall be permanently subject to the obligations, restrictions and provisions specified herein, such obligations being planning obligations for the purpose of section 106 of the Act

6 THE COUNCIL'S COVENANTS

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

7 DISPUTE RESOLUTION

7 1 In the event of any dispute arising in connection with any of the terms of this Agreement other than a dispute involving the construction or interpretation of the terms of this Agreement or the enforcement of any decision pursuant to this Clause, the same shall unless the Council and the Owner otherwise agree be referred to an Expert or in relation to the Viability Appraisal to a Chartered Surveyor to be appointed by agreement between the Council and the Owner

7 2 If the Council and the Owner are unable to agree on the appointment of an Expert or Chartered Surveyor within thirty (30) days of one party serving notice on the other calling for the appointment of an Expert or Chartered Surveyor, then an Expert or Chartered Surveyor shall be appointed on the application of either party to the President for the time being of the Royal Town Planning Institute or the Royal Institution of Chartered Surveyors as applicable

7 3 Any reference of a dispute to an Expert or Chartered Surveyor shall if the parties are agreed in writing be deemed to be a reference to an expert or chartered surveyor (and not to an arbitrator) whose decision shall be final and binding (save for manifest error) but shall otherwise be deemed to be a reference to an arbitrator pursuant to the Arbitration Act 1996 and any statutory amendment variation substitution or re-enactment thereof

7 4 Any party to this Agreement shall be entitled to submit to the Expert or Chartered Surveyor representations and cross-representations with such supporting evidence as they shall respectively consider necessary and the Expert or Chartered Surveyor shall have regard thereto in making his decision which shall be delivered in writing The reference of any dispute shall include authority to determine in what manner all the costs of the referral shall be paid

8 WAIVER

No waiver (whether expressed or implied) by the Council or the Owner 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 or Owner from enforcing any of the relevant terms or conditions or from acting upon any subsequent breach or default

9 CHANGE IN OWNERSHIP & LIABILITY

9 1 The Owner agrees with the Council to give the Council within Ten Working Days written notice of any change in ownership of any of its interests 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 This Agreement shall not be binding upon individual purchasers of a single Dwelling, tenants and occupiers of Dwellings nor their successors in title mortgagees in possession or their successors in title, nor on statutory undertakers or providers of water, gas, electricity or telecommunications to the Property

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

11 3 The reasonable and proper costs of registration and cancellation pursuant to clauses 11 2 above shall be met by the Owner if requested by the Council

12 NON-PROHIBITION ON DEVELOPMENT

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

13 THE CONTRACTS ACT

Save as provided in respect of the successors in title to the Site or any successor to the relevant statutory functions of the Council this Agreement shall not be enforceable by any third party pursuant to the Contracts (Rights of Third Parties) Act 1999 and no third party shall acquire any benefit rights or claims whatsoever pursuant thereto

14 COMMUNICATION

14 1 Any notice or document to be served on or sent pursuant to this Agreement shall either be delivered personally or sent by recorded delivery service

14 1 1 to the Council and addressed to the Director at the Council's address first above written,

14 1 2 to the Owner and the Mortgagee respectively at their last known addresses,

15 FEES

15 1 The Owner shall on the date of this Deed pay to the Council its legal fees reasonably and properly incurred in preparation of this agreement Receipt by the Council of the payment of such sum shall not create any lawyer-client type contractual relationship between the Council and the Owner nor absolve the Owner from any liability or obligation imposed upon them by the terms of this Agreement or by statute or at common law,

15 2 In consideration of the management fee received pursuant to the First Planning Agreement (receipt of which is acknowledged) and of the agreement of the Owner set out in the following sentence the Council agrees to accept the management fee received in lieu of the Management Fee The Owner agrees that the Council may apply the management fee received for the purpose of the management

and monitoring of the planning obligations contained in this Agreement or the First Planning Agreement subject to clause 21,

15 3 When submitting the Viability Appraisal the Owner shall pay to the Council the related Viability Assessment Fee within 10 Working Days of his 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 JURISDICTION

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

18 COMPLETION

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

19 WARRANTY AS TO TITLE

The Owner hereby warrants to the Council that no other person other than the Owner and the Council has any legal or equitable interest in the Site save that this warranty does not extend to any dealings by the Council with the freehold titles held by the Council and recited in Recital D of this Agreement

20 MORTGAGEE

20 1 The Mortgagee consent to this Agreement being entered into with the intention that its interest in the Site will be bound by the terms of this Agreement as if this Agreement had been executed and registered as a local land charge before the execution of their Charge

20 2 Notwithstanding clause 20 1, the Mortgagee will not incur any liability for any breach of the obligations contained in this Agreement unless and until they become a mortgagee in possession of the Site or any part of it

21 THIS AGREEMENT AND THE FIRST PLANNING AGREEMENT

The Council agrees that

21 1 if the obligations contained in this Agreement including the Planning Obligations contained herein are complied with in accordance with the provisions of this Agreement then the Council will accept that compliance in satisfaction of the obligations including the planning obligations contained in the First Planning Agreement,

21 2 if the obligations contained in the First Planning Agreement including the planning obligations contained therein are complied with in accordance with the provisions of the First Planning Agreement then the Council will accept that compliance in satisfaction of the obligations including the Planning Obligations contained in this Agreement

22 FUTURE MORTGAGEE

22 1 Any mortgagee or chargee with an interest in the Site from time to time will not incur any liability for any breach of the obligations contained in this Agreement unless and until they become a mortgagee in possession of the Site or any part of it in which case they will be liable for any breach of the obligations in this Agreement or for costs arising whilst the mortgagee is in possession of all or any part of the Site (excluding those mortgagees or chargees noted in 9 3)

22 2 For the avoidance of doubt the limitation of liability contained in clause 22 1 shall apply to a mortgagee in possession (excluding those mortgagees or chargees noted in 9 3) and not to any successor in title to that mortgagee

23 OWNER'S EQUITABLE ESTATES

The Owner consents to this Agreement and hereby acknowledge that their interests in the Site referred to in the heading of this Clause 23 upon their deriving registered legal title to those interests *will be bound by the planning obligations in this Agreement*

24 REGISTRATIONS

24 1 The Owner will use reasonable endeavours to deal with all Land Registry requisitions in relation to the Owner's Equitable Estates to enable them to be registered with the legal title at the Land Registry

24 2 The Owner covenants not to withdraw their application for registration of their interests in the Site

24 3 The Owner will supply the Council with a copy of the completion of registration documentation within 5 working days of receipt from the Land Registry

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

SCHEDULE 1

The Site

Land at Portugal Street East, Manchester and shown for the purposes of identification only within the broken red edging on the Plan save and except for the area shown coloured blue and the area edged green

NOTE: All public realm works shown outside of the red line boundary are for illustrative purposes only and will be subject to a separate detailed public realm application.

Key

Planning application boundary

Title boundaries



24.01.22	LI FOR INFORMATION	18.12.20	EB FOR INFORMATION	15.12.20	TD FOR INFORMATION	Date Drawn	Description of revision

PG3 DL PG2 DL P
DL Revision

re-form
landscape architecture

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Project
PORTUGAL STREET EAST BTR
RF17-475.1

Document title AREA
BEING PURCHASED

Client PORTUGAL STREET
EAST LTD

Drawing scale
1:200 Paper
size A1

Drawing number
RFM-XX-00-DR-L-0017

© re-form landscape architecture

Drawn by	Drawn date
U	21.01.2022
Checked by	Checked date
DL	21.01.2022

Status Revision S1
P03

SCHEDULE 2

Draft Planning Permission

Town & Country Planning Act 1990 (as amended)

Planning Permission

Applicant

Portugal Street East Limited
85 Buckingham Gate
London
SW1E 6PD

Agent (if used)

Mr Matthew Grindey
Day Architectural Ltd
1st Floor Lancaster Buildings
77 Deansgate
Manchester
M3 2BW

Part 1 – Particulars of the application/development

Proposal Variation to Planning Permission 121099/FO/2018 as amended by 133730/NMC/2022, 136804/NMC/2023, 138154/NMC/2023 and 139443/NMC/2024 consisting of the removal of condition 12 (Public Realm delivery) and amendment of 13 (Landscaping and Highways)

Location Rammon House, 1 Portugal Street East, Manchester, M1 2WX

Date of application. 7 October 2024

Application number 141176/JO/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 16 03 2024

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) 05301MP 00 1000 (Existing Location Plan) Rev F, 05301 MP 001102 (Proposed Demolition Plan) Rev A and 05301 MP 001201 (Proposed Block Plan) Rev K;

(b) 1284-21-DAY-A-20-0101 Basement GA Site Plan Rev E, 1284-21-DAY-A-20-0102 Ground Floor Site Plan Rev F, 1284-21-DAY-A-20-0103 Roof Site Plan Rev E; 1284-21-DAY-A-20-0104 Block 1 Ground Floor GA Plan Rev F, 1284-21-DAY-A-20-0105 Block 1 1st-2nd GA Plan Rev F, 1284-21-DAY-A-20-0106 Block 1 3rd-28th GA Plan Rev F, 1284-21-DAY-A-20-0107 Rev F, 1284-21-DAY-A-20-0108 Block 1 Roof Level GA Plan Rev F, 1284-21-DAY-A-20-0109 Block 2 Ground Floor GA Plan Rev F, 1284-21-DAY-A-20-0110 Block 2 1st-2nd Floor GA Plan Rev F, 1284-21-DAY-A-20-0111 Block 2 3rd-22nd GA Plan Rev F, 1284-21-DAY-A-20-0112 Block 2 23rd Floor GA Plan Rev F, 1284-21-DAY-A-20-0113 Block 2 Roof Level GA Plan Rev F, 1284-21-DAY-A-20-0114 Block 3 Ground Floor GA Plan Rev E, 1284-21-DAY-A-20-0115 Block 3 First Floor GA Plan Rev E, 1284-21-DAY-A-20-0201 Whole Building - South East Elevation Rev F, 1284-21-DAY-A-20-0202 Whole Building - North West Elevation Rev F, 1284-21-DAY-A-20-0203 Block 1 - North East Elevation Rev E, 1284-21-DAY-A-20-0204 Block 1 - South West Elevation, 1284-21-DAY-A-20-0205 Block 2 - South West Elevation Rev E, 1284-21-DAY-A-20-0206 Block 2 - North East Elevation Rev E, 1284-21-DAY-A-20-0301 Block 1 - Typical Upper Floor Detail - Bay Study 01 Rev E, 1284-21-DAY-A-20-0302 Block 1 - Typical Base Detail - Bay Study 02 Rev E, 1284-21-DAY-A-20-0303 Block 1 - Typical Crown Detail - Bay Study 03 Rev E, 1284-21-DAY-A-20-0304 Block 2 - Typical Upper Floor Detail - Bay Study 01 Rev E, 1284-21-DAY-A-20-0305 Block 2 - Typical Upper Floor Detail - Bay Study 02 Rev E, 1284-21-DAY-A-20-0306 Block 2 - Typical Base Detail - Bay Study 03 Rev E and 1284-21-DAY-A-20-0307 Block 2 - Typical Crown Detail - Bay Study 04 Rev E; 1284-21-DAY-A-20-0350 Rev B and 1284-21-DAY-A-20-0351 Rev B;

(c) RFM-XX-00-DR-L-0000 (Site Plan) Rev PL01, RFM-XX-00-DR-L-0002 (General Arrangement Plot 1 Phase 1) Rev P01, RFM-XX-00-DR-L-0003 (General Arrangement Plot 1 with SRF) as amended by RFM-XX-00-DR-L-0014 REV P01 (Permanent Works Phasing), Rev PL05, RFM-XX-00-DR-L-0004 SRF Plot Arrangement Rev P01, RFM-XX-00-DR-L-0005 (Boulevard edge constraints) Rev PL02, RFM-XX-00-DR-L-0006 (Illustrative Sections-AA-BB) Rev PL03, RFM-XX-00-DR-L-0007 (Soft Landscape GA) Rev PL05, RFM-XX-00-DR-L-0008 (Illustrative Sections-CC-DD) Rev PL03, RFM-XX-00-DR-L-0009 (Hard Landscape GA) Rev PL03, RFM-XX-00-DR-L-0010 (Tree Removals) Rev PL03, RFM-XX-00-DR-L-8001 (Tree Details) Rev PL02, RF17-475-IN09 (Landscape & Public Realm DAS Chapter) Rev PL02 and RFM-XX-00-DR-L-0010 REV P02 (Temporary Landscaping Plan) as amended by RFM-XX-00-DR-L-0013 REV P01 (Temporary Landscaping Plan) ;

(d) 64313-CUR-00-XX-DR-TP-03004-P01 (Basement Parking Space Dim), 64313-CUR-00-XX-DR-TP-75003-P01 (Ramp Analysis) and 64313-CUR-00-XX-DR-TP-75004-P01 (Car Club Spaces)

(e) Portugal Street East, Waste Management Strategy, Curtins Ref: 64313/WMS, Revision: V11 Issue Date: 03 December 2019

(f) Recommendations in sections, 3, 4, 5 and 6 of the Crime Impact Assessment Version C dated 30/08/18; and

(g) Accommodation Schedule in section 2.1 of Day Architects Design Justification Statement Sept 23;

- (h) Archaeological Desk-based Assessment, July 2018 Portugal Street East, Manchester by the University of Salford,
- (i) Mitigation Measures detailed within table 16.1 of Portugal Street East, Manchester Environmental Statement Volume 1 August 2019 by Deloitte Real Estate,
- (j) Inclusions of measures and targets set out Energy and Environmental Standards Statement, Portugal Street East, Manchester dated 24-08-18 by Vitec,
- (k) Local Labour Agreement Statement of Intent stamped as submitted on 10-05-19,
- (l) Recommendations or equivalent provision to the same level in relation to Broadband installation within the Vitec Broadband Assessment Statement, Portugal Street East dated 31-01-19,
- (m) On going implementation of management measures and recommendations as set out in Portugal Street East SRF Public Realm, Manchester Landscape maintenance schedule by Reform, October 2018 / RFM-XX-00-RP-L-0002-PL01;
- (n) Measures and recommendations within Flood Risk Assessment & Surface Water, Drainage Statement, Portugal Street East, Manchester for Portugal Street East Ltd 13th June 2017,
- (o) TV reception survey prepared by Astbury's dated 06-06-17 and mitigation measures set out in Deloitte's e-mail dated 14-11-19,
- (p) EV Charging numbers as detailed within Deloitte's e-mail dated 04-12-19

Reason - To ensure that the development is carried out in accordance with the approved plans Pursuant to Core Strategy SP1, CC3, H1, H8, CC5, CC6, CC7, CC9, CC10, T1, T2, EN1, EN2, EN3, EN6, EN8, EN9, EN11, EN14, EN15, EN16, EN17, EN18, EN19, DM1 and PA1 saved Unitary Development Plan policies DC19.1, DC20 and DC26.1.

3) The development shall be implemented in accordance with the following:

The Fairfax Portugal Street East External Materials Schedule January 2024 Issue No. 02, Fairfax Sample Panel Programme and FACADE QUALITY CONTROL MANAGEMENT PLAN The Fairfax March 2024 Revision C, and

The Fairfax, Portugal Street East, Condition 3B Sample Panels September 2024 Issue No 01

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

4) The demolition of any buildings not covered by the prior approval granted under application ref no 120090/DEM/2018 is covered by any consent granted in respect of application ref no 121467

Reason. For the avoidance of doubt and in the interests of the amenity of the area, pursuant to policies EN15, EN16, EN17 and EN18 of the Core Strategy and Guide to Development 2 (SPG)

5) The development shall be implemented in accordance with the Statement of Construction Practice Project The Fairfax, Portugal St East, Manchester, M1 2WX 14/02/22 and Dwg A 00-005 Rev A

Reason To safeguard Metrolink and HS2 and ensure that the development can be adequately serviced for both routine and emergency purposes post HS2 and pursuant to the provisions Core Strategy policy DM1

6) The consent hereby granted assumes that no infrastructure or services relating to the development would be placed within the envelope shown on Dwg 378479-MMD-02-XX-DR-C-0132 Rev PO1 supplied by Metrolink within their consultation response dated the attached 02-10-19 unless those features are of a temporary nature upon which the operation of the development does not depend.

Reason to safeguard future modifications to Metrolink as a consequence of the arrival of HS2 at Piccadilly Station pursuant to Core Strategy Policy DM1.

7) The development shall be implemented in accordance with the following

Dwg RFM-XX-00-DR-L-0019 S2 T02

Reason

To ensure that an appropriate boundary treatment is installed on the boundary of the Metrolink tramway and that adjacent landscaping is not detrimental to Metrolink Operations and pursuant to Core Strategy Policy DM1.

8) No development shall take place until the developer has submitted details to confirm any impacts on Electro Magnetic Compatibility from the proposed development. Where there are any impacts identified details of any necessary Electro Magnetic Compatibility protection measures that are found to be required as a result of the introduction of the substation shall be submitted to and approved in writing by the City Council as Local Planning Authority before development commences

Reason In the interests of safeguarding Metrolink infrastructure pursuant to Core Strategy policy DM1.

9) The development shall be implemented in accordance with the following

Supplementary ground Appraisal Report, Apex, 10/11/21 and Dwg DAY-XX-XX-DR-A-03-0002 A

the condition is partially discharged and the enabling works comprising demolition can commence so that additional site investigation can be undertaken

Once demolition is complete and access is available to all areas, it is recommended that a series of trial pits be excavated to allow inspection of inaccessible areas, most

notably Beneath the boiler room of Rammon House, through the buried slab beneath Rammon House, and within footprint of current highways

and

Remediation Strategy Portugal Street East, Manchester Document No 1007-ACE-GEO-RS-002 Revision: 001 Date 2022/05/18 by Apex;

Verification Plan Portugal Street East, Manchester Document Type: Report Document No 1007-ACE-GEO-VP-003 Revision 001 Date 2022/05/18

As amended by Contaminated Land Question response 09 08 22, and Further Contaminated Land info 26-07-22

Given access constraints, it is recommended that additional investigation (trial pitting or supervised earthworks) be carried out in the following areas post demolition:

- o Beneath existing roads due to be stopped up
- o Within the vicinity of the electricity substation and boiler room in Rammon House

Instead of post-demolition investigations, supervision by the Engineer could be in place during turnover of the made ground in these areas to check for the presence of any contamination via sampling, observations and use of a PID, (accepted)

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

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

Reason - To ensure that the presence of or the potential for any contaminated land and/or groundwater is detected and appropriate remedial action is taken in the interests of public safety, pursuant to Section 11 of the National Planning Policy Framework and policy EN18 of the Core Strategy.

10) The development shall be implemented in accordance with the following:

Statement of Construction Practice Project. The Fairfax Portugal St East Manchester M1 2WX Olympian Homes 14/02/22

and subject to the following

The Developer should continue to liaise directly with the Network Resilience team regarding temporary traffic management, licensing, hoarding etc, and on the basis that

the proposed liaison with Metrolink does take place prior to any hoardings or works being carried out near to Metrolink

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).

11) The development shall be carried out in accordance with the following

Portugal Street East, Piccadilly, Manchester - Written Scheme of Investigation for a Historic Building Survey, Archaeological Watching Brief and Evaluation by Salford Archaeology

GMAAS will monitor the implementation of the archaeological works on behalf of Manchester Planning Authority to ensure that the parts of the condition that relate to pre-commencement of the Archaeological Evaluation are satisfied (part 6 discharged) Once archaeological site works are complete ground works cannot commence unless and until the City Council receives written confirmation from GMAAS to release the site (Discharge of parts 2-5).

Reason: In accordance with NPPF Section 16, Paragraph 199 - To record and advance understanding of heritage assets impacted on by the development and to make information about the archaeological heritage interest publicly accessible

12) Remove

13) Final details of the public realm works and highway works as shown in dwgs numbered RFM-XX-00-DR-L-0003-S4-PL05 and (b)RFM-XX-00-DR-L-0010 REV P02 shall be submitted to and approved in writing by the City Council as Local Planning Authority by Friday 1st August This shall include:

(i) An implementation timetable, and

(ii) details of the following

(a) Final details of the 'Green' including any required wind mitigation measures as set out in the Portugal Street East, Manchester. Environmental Statement Volume 1 August 2019 by Deloitte Real Estate,

(b) 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);

(c) 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, bat boxes and brick, bird boxes to include input from a qualified ecologist and which demonstrates Biodiversity Net gain across the site;

(d) 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 ongoing maintenance;

(e) Details of how surface water from the public realm and from Blocks 1, 2 and 3 would be managed within the public realm through Suds interventions such as infiltration, swales, soakways, rain gardens and permeable surfaces;

(f) Green roof to Block 3,

(g) Location and design of all street furniture including seating, lighting, bins, handrails, recycling bins, play and exercise equipment, boundary treatments, planters and cycle parking provision: all to include features which fully consider and promote inclusive access (which includes older and disabled people),

(h) Street lighting around the site (which includes for consideration of older and disabled people),

(i) Details of a wayfinding strategy to include signage (including for directing cyclists to nearby cycle routes) and any other appropriate methods to ensure the legibility of linkages within the PSE SRF Area with Piccadilly Station, the Metrolink and other adjacent Neighbourhoods (which includes consideration of older and disabled people),

(j) A management strategy for the external amenity areas associated with Blocks 1 and 2 including hours during which these areas would be open to residents;

(k) A building cleaning schedule,

(l) Details of how the design has minimised any potential hazards to the use of the public realm for the safe use of disabled people to include details of designated routes for pedestrians, cyclists and vehicles, management of cyclists, kerb edges; crossing and controlled crossing design and location; location of drop kerbs (including level areas between grass and hardstanding), location of rumble strips; location of raised crossings, design and location of any pop up power supplies, location of on site vehicle parking and drop off points; management of motor cycle parking, provision of clear routes to ensure unrestricted access for all;

(m) Details of temporary landscaping and boundaries to adjacent plots in line with the phasing within Dwg RFM-XX-00-DR-L-0014 S1 PL04, and

(n) A management and maintenance strategy for the public realm and 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.

For the avoidance of doubt the development should be delivered in accordance with the approved implementation programme and should not be occupied until the public realm has been delivered in full

The approved scheme shall be implemented not later than 12 months from the date the proposed building is first occupied. 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 170 of the NPPF 2019, 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.

14) The development shall be implemented in accordance with the following.

Drawings C-26-001 C1, PD-IR-SD-100 , C-26 001 REV P3, C-26 004 REV P2 and C26- 009 REV P1 stamped as received on 17-03-22 with any amendments as set out in Dwgs 1284-21-DAY-A-00-103, C-26-012 REV P1 DRAINAGE STANDARD DETAILS - SHEET 3 , 20-0108 REV E, 20-0108 REV E, 27-301 REV A, 27-302 REV A all stamped as received on 16-05-22;

DRAINAGE CALCULATION document dated 07-02-22,

Stage 1 Blue Roof Design, Portugal Street East, Manchester document dated 16 12.21 and Drawing C-26-012_P1_DRAINAGE CONSTRUCTION DETAILS SHEET 3,

Responses to LLFA Comments 16 May 2022 stamped as received on 30-06-22; and

PORTUGAL STREET EAST MANCHESTER EMAIL stamped as received on 16-05-22

That the LPA are advised that the applicant now owns all land within the site boundary, and evidence is presented "TP1 - TfGM to PSE (undated) signed PSE", which indicates that the drainage arrangement has been agreed with TfGM, including that the drainage will be outside the retaining wall easement area, and that the drainage is designed and located to be unaffected by any potential future ownership reclaim (see CDN/22/0159)

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

15) No development hereby permitted shall be occupied until details of the implementation, maintenance and management of the sustainable drainage scheme have been submitted to and approved by the local planning authority. The scheme shall be implemented and thereafter managed and maintained in accordance with the approved details. Those details shall include:

- (a) Verification report providing photographic evidence of construction as per design drawings,
- (b) As built construction drawings if different from design construction drawings;
- (c) 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.

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.

16) The development hereby approved shall be carried out in accordance with the Energy and Environmental Standards Statement, Portugal Street East, Manchester dated 24-08-18 by Vitec,

A post construction review certificate/statement shall be submitted for approval, within a timeframe that has been previously agreed in writing by the City Council as local planning authority

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.

17) Prior to occupation of the development a scheme for the acoustic insulation of any externally mounted ancillary equipment associated with the development 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 before the premises is occupied and 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

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

18) The development shall be implemented in accordance with the following.

Insulation measures set out within the Dragonfly Consulting -The Fairfax - Proposed Landlord Controls for Noise - Ground Floor Units document dated 29th March 2023 as amended by Recommendations within the Dragonfly Consulting RG Group 'The Fairfax', Portugal Street East, Manchester Noise Impact Assessment DC3706-R1 June 2022 as amended by Day Architecture's Acoustic Note (e-mail 04-04-23) and in accordance with the MEP Services , The Fairfax, Façade Ventilation Openings details 26/07/2022

The approved noise insulation scheme and vibration and reradiated noise mitigation measures shall be completed before any of the dwelling units are occupied. Prior to occupation a post completion report to verify that all of the recommended mitigation measures have been installed and effectively mitigate any potential adverse noise impacts in the residential accommodation shall be submitted and agreed in writing by the City Council as local planning authority. Prior to occupation any non compliance shall be suitably mitigated in accordance with an agreed scheme

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.

19) The development shall be implemented in accordance with the following

E-mail from APEX consulting dated 31-01-22 (Design Statement) stamped as received on 02-03-22

Reason

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

20) Notwithstanding the TV reception survey prepared by Astbury's dated 06-06-17. Following commencement of construction of the hereby approved development, any interference complaint received by the Local Planning Authority shall be investigated to identify whether the reported television interference is caused by the Development hereby permitted. The Local Planning Authority will inform the developer of the television interference complaint received. Once notified, the developer shall instruct a suitably qualified person to investigate the interference complaint within 6 weeks and notify the Local Planning Authority of the results and the proposed mitigation solution. If the interference is deemed to have been caused by the Development, hereby permitted mitigation will be installed as soon as reasonably practicable but no later than 3 months from submission of the initial investigation to the Local Planning Authority. No action shall be required in relation to television interference complaints after the date 12 months from the completion of development.

Reason - To ensure terrestrial television services are maintained in the interest of residential amenity, as specified in Core Strategy Policies DM1 and SP1

21) The development shall be implemented in accordance with the following

(a) Employment and Skills Plan for RG Group, For Olympian Homes, The Fairfax, Manchester, (The Fairfax (Formally Rammon House), 1 Portugal Street East, Manchester, M1 2WX)

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

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

22) 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

23) Prior to implementation of any proposed lighting scheme details of the scheme including a report to demonstrate that the proposed lighting levels would not have any adverse impact on the amenity of residents within this and adjacent developments shall be submitted to and agreed in writing by the City Council as local planning authority:

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

24) Prior to the first use of the development hereby approved, a detailed Residential Management Strategy including

Details of how 24 hour management of the site in particular in relation to servicing and refuse (storage and removal), parking of maintenance vehicles, details of an ongoing programme of events, activities and classes for residents to include activities within the 'Green' (to include details of how the programme would promote inclusivity), noise management of communal areas and measures to protect Metrolink infrastructure from objects thrown from the roof gardens shall be submitted to and agreed in writing by the City Council as Local Planning Authority

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

The approved management plan shall be implemented from the first occupation of the residential element 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

25) The development hereby approved shall be carried out in accordance with Curtins Portugal Street East, Manchester, Interim Travel Plan
Curtins Ref TPMA64313/ITP Revision. Final Issue Date 29 August 2018

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 during the first three months of use of the development and thereafter from time to time;
- iii) mechanisms for the implementation of the measures to reduce dependency on the private car,
- iv) measures for the delivery of specified travel plan services;
- v) measures to monitor and review the effectiveness of the Travel Plan in achieving the objective of reducing dependency on the private car,
- vi) measures to identify and promote walking routes connecting Piccadilly Station, the Metrolink, the City Centre and areas towards the Etihad Campus and New Islington,
- vii) details of cycle parking within the public realm

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

Reason - To assist promoting the use of sustainable forms of travel 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.

26) No part of the development shall be occupied unless and until details of a parking management strategy for residents including the final number of disabled parking spaces has been submitted to and approved in writing by the City Council as Local Planning Authority. All works approved in discharge of this condition shall be fully completed before the development hereby approved is first occupied.

Reason - The development does not provide sufficient car parking facilities and in order to provide alternative arrangements (e.g. parking leases with car parking companies, car sharing, or car pool arrangement) for the needs of future residents whom may need to use a motorcar and Policies DM1 and T1.

27) Deliveries, servicing and collections associated with the management of the building and ancillary uses within it including waste collections shall not take place outside the following hours:

07:30 to 20:00 Monday to Saturday
10:00 to 18:00 Sundays and Bank Holidays

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

28) The development shall be implemented in accordance with the following.

Apex e-mail 17-03-22 Condition 28 No infiltration on site All drainage will be positively drained to the public sewerage network

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

29) The apartments hereby approved shall be used only as private dwellings (which description shall not include serviced apartments/apart hotels or similar uses where sleeping accommodation (with or without other services) is provided by way of trade for money or money's worth and occupied by the same person for less than ninety consecutive nights) and for no other purpose (including any other purpose in Class C3 of the Schedule to the Town and Country Planning (Use Classes) Order 1987 as amended by The Town and Country Planning (Use Classes) (Amendment) (England) Order 2010, or in any provision equivalent to that Class in any statutory instrument revoking and re-enacting that Order with or without modification) other than the purpose(s) of C3(a). For the avoidance of doubt, this does not preclude two unrelated people sharing a property.

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

30) On the basis of implementation in accordance with the following

Dwg A 00-103 Rev A,

UU e-mail PROPOSED DIVERSION OF PUBLIC SEWER AT PORTUGAL STREET EAST, MANCHESTER, M1 2WX- UU Ref 4200046488 16 02 22

and

that the applicant now owns all land within the site boundary, and evidence is presented "TP1 - TfGM to PSE (undated) signed PSE", which indicates that the drainage arrangement has been agreed with TfGM, including that the drainage will be outside the retaining wall easement area, and that the drainage is designed and located to be unaffected by any potential future ownership reclaim

Reason - Pursuant to National Planning Policy Framework policies (PPS 1 (22) and PPS 25 (F8)) and DM1

31) Prior to occupation of the development a servicing strategy for the building which includes details of how servicing access will be maintained to adjacent buildings and an alternative strategy which takes into account potential impacts from associated with the delivery of HS2, shall be submitted to and approved in writing by the local planning authority to include evidence of consultation to seek agreement to the plan with the adjacent building owners and their agents

Servicing shall be carried out in accordance with the approved management plan

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

32) The development hereby approved shall include for full disabled access to be provided to all areas of public realm and via the main entrances and to the floors above.

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

33) The window(s) at ground level, fronting onto Fair Street, Portugal Street East and Heyrod Street Lane 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) The development is approved on the basis of the following

Buildings 2, 3 and 10, Portugal Street East, Manchester M1 2WW, UPDATED
LICENSED BAT SURVEY AND ASSESSMENT, December 2021
[ERAP (Consultant Ecologists) Ltd ref: 2021-383]

If during works to demolish the building hereby permitted any sign of the presence of bats is found, then all such works shall cease until a survey of the site has been undertaken by a suitably qualified ecologist and the results have been submitted to and approved by the Council in writing as local planning authority.

Any recommendations for the protection of bats in the submitted document shall be implemented in full and maintained at all time in accordance with the approval of a programme for implementation of any required mitigation by the City Council as Local Planning Authority.

Reason - for the protection of bats and in order to comply with the Habitats Directive and pursuant to Core Strategy Policy EN15.

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

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

37) Notwithstanding the details contained within condition 2 above, prior to the commencement of highway works, a scheme of highway works and details of footpaths reinstatement shall be submitted for approval in writing by the City Council, as Local Planning Authority. For the avoidance of doubt this shall include the following.

(a) Final details of associated highway work (as appropriate to Plot A and adjacent public realm within this application) as detailed within Pages 65 to 69 and 91-97 of the Design and Access Statement by Reform August 2019 Rev PL03; and

(b) Detailed designs in relation to the above to including materials, layout, junction protection, carriageway widths, kerb heights, street lighting, entry treatments, signing, lining and traffic management

The approved scheme shall be implemented and be in place prior to the first occupation.

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).

38) The development shall be carried out in accordance with the Crime Impact Statement Version C dated 30/08/18. The development shall only be carried out in accordance with these approved details. The development hereby approved shall not be occupied or used until the Council as local planning authority has acknowledged in writing that it has received written confirmation of a secured by design accreditation.

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

39) The development shall be implemented in accordance with the following

Day Architectures Letter dated 6th September 2022 (page 2)

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

40) Final details of the method of extraction of any fumes, vapours and odours from any kitchen within the communal facilities shall be submitted to and approved in writing by the City Council as local planning authority prior to commencement of those uses. The details of the approved scheme shall be implemented prior to occupancy and shall remain in situ whilst the use or development is in operation

Defra have published a document entitled 'Guidance on the Control of Odour and Noise from Commercial Kitchen Exhaust Systems' (withdrawn but still available via an internet search). It describes a method of risk assessment for odour, guidance on minimum requirements for odour and noise control, and advice on equipment selection. It is recommended that any scheme should make reference to this document (particularly Annex B) or other relevant guidance. Details should also be provided in relation to replacement air. The applicant will therefore need to consult with a suitably qualified ventilation engineer and submit a kitchen fume extract strategy report for approval

Reason - To safeguard the amenities of the occupiers of nearby residential accommodation, pursuant to policies SP1 and DM1 of the Core Strategy

41) The proposed communal uses within the ground floor and basement hereby approved shall be ancillary to the residential use of the building and not operate as separate planning units or commercial uses for which a separate application for planning consent would be required.

Reason - For the avoidance of doubt and in order to secure a satisfactory form of development due to the particular circumstance of the application site, and in the interest of residential amenity, pursuant policy DM1 of the Core Strategy for Manchester

42) The development shall be implemented in accordance with the following:

Supplementary Ground Appraisal Report Portugal Street East, Manchester Rev 002 dated 11/10/2021 and subject to a UXO Safety Awareness Briefing being given to all relevant personnel involved in earthworks

If, at any time during development, high risk UXO not previously identified (as part of the approved UXO risk management and mitigation programme / plan approved under 40a) is encountered / found to be present, no further development shall be carried out until a revised and/or additional UXO risk management and mitigation programme / plan is submitted detailing how the high risk UXO not previously identified shall be dealt with, and is approved in writing by the Local Planning Authority. The revised and/or additional

UXO risk management and mitigation programme / plan shall be implemented as approved and following completion of mitigation a completion verification report shall be prepared and submitted in writing to the Local Planning Authority for approval confirming that all risks to (including the possible evacuation of) existing and proposed premises have been satisfactorily mitigated

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.

43) The development shall be implemented in accordance with the following:

OUTLINE METHOD STATEMENT Demolition of all Buildings, PORTUGAL STREET EAST DEVELOPMENT, Manchester M1 2WX, 29.11.2021 by Demolition Services Limited; and

Statement of Construction Practice Project: The Fairfax, Portugal St East, Manchester M1 2WX by RG Group dated 14/02/22

Reason: To ensure the proposed development does not impede the delivery of High Speed 2, an infrastructure project of national importance.

44) The residential accommodation within Blocks 1, 2 and 3 shall not be occupied unless or until the areas of Public Realm identified as the Proposed Public Park on page 01 of Re-Form Landscape's LANDSCAPE AND PUBLIC REALM Document and in relation to Phase 1 as shown in either dwgs RFM-XX-00-DR-L-0013 REV P01 or RFM-XX-00-DR-L-0014 REV P01 (Permanant Works Phasing)(in line with conditions 12 and 13) has been fully implemented

Reason

For the avoidance of doubt and to ensure a satisfactory development pursuant to Core Strategy policies SP1, DM1, EN2 and CC6.

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.

The applicant is advised that part of the application site falls within land that is covered by HS2 Safeguarding Directions, which remain in place on the former Phase 2b route. As such, the applicant is advised to monitor future Government announcements on this subject."

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

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

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

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>

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.

The consent hereby granted does not negate the need for any statutory consents required in relation to the development relating to Gas Infrastructure from Cadent Gas

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 OWNER'S GENERAL COVENANTS

The Owner hereby covenants with the Council as follows

- 1 To notify the Council in writing within 5 (five) Working Days of Commencement of Development,
- 2 To provide prior notification to the Council in writing at least 10 (ten) Working Days in advance of the Anticipated Date of Completion of Construction of 75% (seventy five percent) of the Dwellings
- 3 Within 10 (ten) Working Days of the Calculation Date
 - 3 1 to confirm to the Council in writing whether the Development was subject to a Pre Sale, and
 - 3 2 to provide the Council with a copy of the Viability Appraisal for possible agreement by the Council,
- 4 Within 28 (twenty eight) Working Days of its receipt of the Viability Appraisal the Council shall give written notice to the Owner 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 Owner pursuant to paragraph 4 2 of this Schedule 3 the Owner and the Council shall use reasonable endeavours to reach agreement in respect of the Viability Appraisal but if the Owner and the Council shall have failed to agree the Viability Appraisal within 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,
- 6 The Viability Appraisal not by way of limitation shall include and confirm
 - 6 1 the GDV, and
 - 6 2 the Costs,
- 7 Viability Payment
 - 7 1 In the event that the Viability Appraisal is agreed by the Council or determined pursuant to paragraph 5 of this Schedule 3 and the information contained therein shows that in accordance with the provisions of this Agreement a Viability Payment is due then the Owner shall pay to the Council the Viability Payment PROVIDED ALWAYS that this does not exceed the Affordable Housing Contribution in accordance with paragraph 7 2 below,

- 7.2 The Owner shall pay to the Council the Viability Payment within 28 days of the agreement by the Council of the Viability Appraisal or if applicable within 28 Working Days of the Viability Appraisal being determined pursuant to Paragraph 5 of this Schedule 3
- 7.3 In the event that the information contained in the Viability Appraisal (as agreed by the Council or determined pursuant to paragraph 5 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 and shall be paid by the Owner accordingly,
- 7.4 To pay the Viability Assessment Fee in accordance with the provisions of Clause 15.3

SCHEDULE 4

The COUNCIL'S COVENANTS

The Council hereby covenants with the Owner as follows

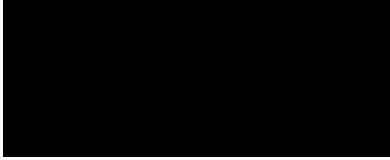
- 1 To use any Viability Payment towards the provision of Affordable Housing within the Administrative Boundaries of Manchester and for no other purpose
- 2 At the written request of the Owner to provide written confirmation of the discharge of the obligations contained in this Agreement when satisfied that such obligations have been performed within twenty (20) Working Days of receipt of the request
- 3 In the event that any part of the Viability Payment paid to the Council has not been spent by the Council within 10 years of the date on which the Viability Payment was paid to the Council the Council shall on the written request of the Owner repay to the party/person which paid the Viability Payment such unspent balance (excluding any such sums in respect of which though not yet expended the Council has contractually committed to expend) together with interest on that balance calculated from the date of payment to the Council to the date of repayment
- 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 paid those Contributions to the Council
- 5 To issue the Planning Permission within two (2) Working Days of the date hereof

SCHEDULE 5
VIABILITY TEMPLATE

	<u>Late Stage Viability Assessment</u>		
1	GDV of the PRS Element (Residential and parking) of the development	£	
2	GDV of the commercial element of the development	£	
3	GDV of the scheme	£	(1+2)
4	All in build cost	£	<i>*Use developer's actual spent costs</i>
5	Developer Contingency	0%	
6	Furniture Packs	£	<i>*Use developer's actual spent costs</i>
7	Initial Launch and Marketing costs	£	<i>*Use developer's actual spent costs</i>
8	Rights to light liability	£	<i>*Use developer's actual spent costs</i>
9	Latent Defect Insurance	£	<i>*Use developer's actual spent costs</i>
10	Pre Construction Service Agreement	£	<i>*Use developer's actual spent costs</i>
11	Public Realm Cost	£1,440,667	<i>or actual spent costs</i>
12	All Professional Fees	£	<i>*Use developer's actual spent costs</i>
13	Finance / Borrowing rate	£	<i>5% or prevailing rate at the review</i>
14	Developer Profit on costs		<i>15% of GDV on a Pre Sale and 20% of GDV in all other cases</i>
15	TOTAL COSTS		<i>sum of 4-14 inclusive</i>
16	Residual Land Value		<i>(3 - 15)</i>

17	Legal & Agents Fees @ 1.8% of Land Value plus SDLT at the prevailing rate		
18	Developer Profit on Land Value		<i>20% of residual land value and purchaser's costs (16+17)</i>
19	Adjusted Residual Land Value reflecting developer profit on both development costs and land		<i>16-17-18</i>
20	Net Residual land value, say		
21	Benchmark Land Value	£4,880,000	
22	S 106 Contribution Paid to Date		<i>any other agreed S 106 sums</i>
23	VIABILITY PAYMENT		<i>20-(21+22) X 0.5, reflecting a split of viability payment at 50/50</i>
24	Maximum Viability Surplus	£7,696,500	based on counter clawback proposal
	Test	Viability Payment due if 23 is greater than £0, and that the sum of 22 + 23 cannot exceed the Affordable Housing Contribution (24)	

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:



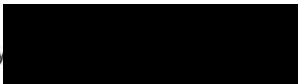
01129051

AUTHORISED SIGNATORY

EXECUTED as a DEED by

PORTUGAL STREET EAST LIMITED,

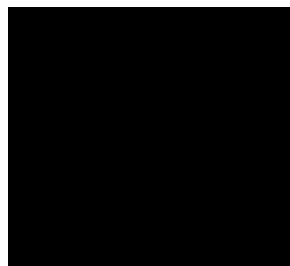
a company incorporated in Jersey, acting

by  who, in

accordance with the laws of that territory, are acting

under the authority of the company.

Authorised Signatory



EXECUTED AS A DEED by SITUS ASSET MANAGEMENT LIMITED

acting by a director

DIRECTOR

Signature:

Name: (in block capitals)

IN THE PRESENCE OF

Signature:

Name (in block capitals)

Address

Occupation

[Redacted Signature]

Lisa Williams

Managing Director

[Redacted Signature]

[Redacted Name]

10th Floor, 25 North Colonnade
London E14 5HZ

[Redacted Occupation]