

DATED 13 JUNE 2025

THE COUNCIL OF THE CITY OF MANCHESTER

– and –

URBAN SPLASH ESTATES LIMITED

– and –

GROSVENOR DEVELOPMENTS LIMITED

AGREEMENT

**pursuant to section 106 of the Town and
Country Planning Act 1990 (as amended)
relating to Land at Old Mill Street, Manchester M4 6BX**

City Solicitor
P O Box 532
Town Hall
Albert Square
Manchester M60 2LA
L/GLW/PLA001/84115

THIS AGREEMENT is made the 13th day of June 2025

BETWEEN:

- (1) **THE COUNCIL OF THE CITY OF MANCHESTER** of Town Hall, Albert Square, Manchester, M60 2LA (the “**Council**”),
- (2) **URBAN SPLASH ESTATES LIMITED** (incorporated in England and Wales with company number 14438050) whose registered office is at Timber Wharf, 16 -22 Worsley Street, Castlefield, Manchester M15 4LD. (the “**Owner**”),
- (3) **GROSVENOR DEVELOPMENTS LIMITED** (company number 00625561) whose registered office is at 70 Grosvenor Street, London W1K 3JP (“**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 Council is the freehold owner of the Site registered with Title Absolute under Title Number MAN142446 but is not joining in the Planning Obligations (as defined herein).
- C The Owner is the leasehold owner of the Site registered at the Land Registry with Title Absolute under Title Number MAN428232 together with but subject to all matters contained or referred to in the Title Registers thereunder.
- D The Application was submitted by the Owner to the Council for planning permission to carry out the Development in the manner set out in the plans, specifications and particulars forming part of the Application.
- E The Council as local planning authority is satisfied that the Development is such as may be approved by the Council under the Act and is minded to grant planning permission for the Development in accordance with the Application but having

considered the Local Plan and the Regulations is desirous of the Owner entering into this Agreement without which planning permission would not be granted.

- F The Owner has agreed to enter into this Agreement in support of the Application so as to create planning obligations in favour of the Council pursuant to section 106 of the Act and to be bound by and observe and perform the covenants hereinafter contained.
- G The Mortgagee is interested in the Site by virtue of the Legal Charge dated 13 September 2023.
- H The Council has determined that the Development in order to comply with the Core Strategy will support the payment of five hundred and fifty four thousand one hundred and ninety nine pounds (£554,199.00) towards the provision of Affordable Housing within the City of Manchester (the “**Maximum 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 without a reduction in the **Maximum Contribution** 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

AGREED TERMS

DEFINITIONS AND INTERPRETATION

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

“Act” the Town and Country Planning Act 1990 (as amended);

“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 as defined in the National Planning Policy Framework (NPPF) December 2024 (as may be updated or replaced with an equivalent policy from time to time) that will be available to persons who cannot afford to rent or buy housing generally available on the open market;

“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 to which the Council gave the reference 138763/FO/2023 for planning permission for the erection of a 6 storey building to provide 40 no. residential apartments (Use Class C3a) and ground floor commercial space (Use Class E), together with landscaping, parking, cycle parking, supporting infrastructure and associated works;

“Architect” shall mean the project architect: Glen Howells Architect, 321 Bradford Street, Birmingham, B5 6ET or a replacement subject to the provisions contained in paragraph 17 of this Agreement;

“Benchmark Land Value” means £528,000 (five hundred and twenty-eight thousand pounds) Index Linked;

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

“Build to Rent Forward Funding Arrangement” means a Forward Funding Arrangement in which the Owner will retain the whole or part of the Development on Completion of Constructions as a Build to Rent. 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 the Development will not be classed as a Build to Rent Forward Funding Arrangement;

“Calculation Date” shall be upon the Completion of Construction of 75% (seventy five percent) of the Dwellings;

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

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

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

“Clawback Valuation” means the valuation of the Clawback in accordance with clause 18.1;

“Commencement of Development” the date upon which the Development shall begin by the carrying out of a material operation in accordance with the provisions of section 56(4) of the Act PROVIDED THAT any works of or associated with 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,

“Commercial Unit” means any commercial (Use Class E) unit to be constructed on the Site as part of the Development pursuant to the Planning Permission;

“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;

“Construction Period” means the period from the carrying out of the first Material Operation to the Practical Completion of the Development;

“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 012 (reference: 10-012-20180724) of the section of the NPPG headed “Viability” as the same may be amended or any replacement thereof. In addition, the Council will accept in the calculation of Costs:

1. the actual costs Reasonably and Properly Incurred in relation to the 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

012of the NPPG section headed “Viability” (as may be amended or any replacement of the same);

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

“Disposal” means:

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

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

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

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

“Forward 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 Owner on Completion of Construction as a Build to Rent. 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 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 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 and rental prices achieved at the development up to the time of preparation of the Viability Appraisal and detailed therein PROVIDED THAT where in the opinion of the Council a Dwelling:

- (a) has not been Disposed Of at a value that is equal to or greater than its Open Market Value; or
- (b) is not yet Disposed Of or not yet sold subject to contract and the advertised price for the Dwelling is not equal to or greater than its Open Market Value then (in either case) the Council may opt in writing to substitute the Open Market Value of the said Dwelling concerned in place of the actual monies received or (if applicable) in place of its advertised price;

“Gross Margin” means the GDV less the Costs or in the case of a Build to Rent Scheme means the NDV less the Costs; ;

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

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

“Letting” means a lease or tenancy of a Dwelling which is not a Long Lease and **“Lettings”** shall be construed accordingly;

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

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

“Management Fee” shall mean 15% of the planning application fee which equates to two thousand nine hundred and ten pounds (£2,910.00) to be used for the purpose of monitoring and reporting on the delivery of this Agreement and the Planning Obligations contained herein;

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

“Maximum Contribution” the sum of five hundred and fifty four thousand one hundred and ninety nine pounds (554,199.00) Index Linked,

“Method of Disposal” whether the units are being sold on an Open Market Sales basis or subject to a Pre-Sale and/or as Build to Rent;

“NDV” means the GDV deducting operational cost expenditure (‘OPEX’), and purchaser’s costs in the case of a Build to Rent Method of Disposal; **“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;

“NPPG” the National Planning Practice Guidance which provides context on the Government’s planning policies as set out in the NPPF as may be amended or any replacement of the same;

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

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

“Open Market Value” means the market value as defined in the IVS definition of market value set out in paragraph 30 on pages 18 to 20 of the section headed "IVS 104 Bases of Value" in Part 6 of the RICS publication titled "RICS Valuation - Global Standards 2017" and issued in June 2017 or any replacement, update or amendment of the same from time to time save in respect of any Dwellings Disposed of by way of a Letting where the Council will accept as the calculation of GDV the Open Market

Value of those Lettings, as determined by the application of an investment valuation method using an appropriate capitalisation factor to the market rental income for each let unit which shall for the avoidance of doubt be calculated after the deduction of operational costs;

“Permitted Profit Level” means:

- (a) In the case of a Pre-Sale and/or Build to Rent when the Gross Margin is equivalent to 10% (ten percent) of the Costs; and,
- (b) in all other cases and in the case of Open Market Sales when the Gross Margin is equivalent to 18% (eighteen percent) of the GDV;

“Plan” the plan attached to the Agreement,

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

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

“Practical Completion” the issue of a certificate of practical completion by the Owner's Architect, engineer or other certifying officer as the case may be under the relevant building contract entered into in respect of the Development or part or parts thereof;

“Pre Sale” means a Forward Sale or Forward Funding Arrangement or Build to Rent Forward Funding Arrangement of the whole or part of the completed Development prior to the Calculation Date;

“Pre Sale Element” the part, or if more than one Pre Sale occurs, all of the parts of the Development in respect of which a Pre Sale has taken place;

“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 therefore;

“RICS” the Royal Institution of Chartered Surveyors;

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

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

“Stakeholder” means the City Treasurer and her authorised officer’s;

“Stakeholder Account” means 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. Further guidance on the format to follow can be found in the RICS Guidance;

“Viability Assessment Fee” the sum of up to twelve thousand pounds (£12,000.00) plus VAT to cover the cost of the Council’s review of the Viability Appraisal in order to determine whether and the extent to which the 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 the amount by which the Gross Margin exceeds the Profit Level PROVIDED THAT the sum of the Viability Payment as well as any Clawback shall not exceed the Maximum Contribution. The Viability Payment will be payable in accordance with the timescales set out in Schedule 3 hereto;

“Viability Payment Deadline” means the twenty first eighth (21st) Working Day next following the later of:

(a) the day on which the Council states pursuant to paragraph 3.1 of Schedule 3 that the Viability Appraisal is agreed;

(b) the day on which the Viability Appraisal is agreed in writing between the Owner and the Council pursuant to paragraph 4 of Schedule 3; and

(c) the day on which the written determination of the Chartered Surveyor is issued pursuant to Clause 7 of the Agreement and paragraph 4 of Schedule 3; as the case may be;

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

1.2 The Clause headings do not affect this interpretation.

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

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

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

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

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

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

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

1.8 Any covenant by the 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 Clauses 9, 11, 15, 18 and 19 which shall have immediate effect.

4 CONDITION SUBSEQUENT

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

5 THE OWNER'S COVENANTS

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

6 THE COUNCIL'S COVENANTS

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

7 DISPUTE RESOLUTION

7.1 In the event of any dispute arising in connection with any of the terms of this Agreement other than a dispute involving the construction or interpretation of the terms of this Agreement or the enforcement of any decision pursuant to this Clause, the same shall unless the Council and the Owner otherwise agree be referred to an Expert 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 of any breach or default in performing or observing any of the covenants terms or conditions of this Agreement shall constitute a continuing waiver and no such waiver shall prevent the Council from enforcing any of the relevant terms or conditions or from acting upon any subsequent breach or default.

9 CHANGE IN OWNERSHIP & LIABILITY

9.1 The Owner agrees with the Council to give the Council immediate written notice of any change in ownership of any of its interest in the Site occurring before all the obligations under this Agreement have been discharged such notice to give details of the transferee's full name and registered office (if a company or usual address if not) together with (unless the purchase relates to the entirety of the Site) the area of the Site or unit of occupation purchased by reference to a plan.

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

10 COUNCIL'S CONSENT OR APPROVAL

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

11 LOCAL LAND CHARGE AND LAND REGISTRY ENTRY

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

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

11.3 The costs of registration and cancellation pursuant to clauses 11.2 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 City Solicitor at the Council's address first above written;

14.1.2 to the Owner at its last known address;

15 FEES

15.1 The Owner shall pay forthwith to the Council its legal fees in the sum of seven thousand one hundred and eighty-two pounds (£7,182.00) reasonably and properly incurred in preparation of this Agreement.

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

15.3 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. CLAWBACK

18.1 Where the Method of Disposal is Build to Rent and at any time during the Clawback Period any one or more Dwellings comprising the Development are not retained in single ownership by the Owner as Built to Rent and are the subject of Open Market Sales the Owner who as defined in Clause 1.6 includes its successors in title will within twenty eight (28) Working Days of any such Disposal provide a valuation of the Clawback (if any) (the “**Clawback Valuation**”) to the Council.

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

18.2.1 Stating that it accepts the Clawback Valuation; or

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

18.3 In the event that the Council shall have served a notice on the Owner pursuant to clause 18.2.2 the Owner and the Council shall use reasonable endeavours to reach agreement in respect of the Clawback Valuation but if the Owner and the Council shall have failed to agree the Clawback Valuation within twenty-eight (28) Working Days of the notice served by the Council pursuant to clause 18.2.2, then the matter in dispute shall be referred to the Chartered Surveyor, in accordance with the provisions of Clause 7 with the Chartered Surveyor being requested that he/she should as soon as practicable issue a written determination as to the matter in dispute and a written determination of the correct Clawback Valuation, which both Parties agree will be final and binding upon them (save in respect of manifest error);

18.4 In the event that the Clawback Valuation agreed by the Council pursuant to clause 18.2.1 or 18.3 or determined by the Chartered Surveyor pursuant to clause 18.3 confirms that the Permitted Profit Level for a Build to Rent scheme has been achieved and that Clawback is payable then the Owner will pay the Clawback to the Council to provide Affordable Housing within the Administrative Boundaries of Manchester

18.5 The Owner will pay the Council the Clawback on or prior to the twenty eighth (28th) Working Day next following the later of the date the Clawback Valuation is either agreed by the Council pursuant to clause 18.2.1 or 18.3 or it is determined by the Chartered Surveyor pursuant to clause 18.3.

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

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

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

18.9 Where an Owner has Disposed of its interest in any part of the Development comprising Build to Rent to a party as a Build to Rent development then the obligations in this Clause 18 shall no longer be the responsibility of that Owner in respect of that part of the Development and shall be enforced against the party to whom the relevant Build to Rent part of the Development has been Disposed.

19 COMPLETION

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

20. MORTGAGEE

20.1 Any mortgagee or charge with an interest in the Site from time to time (including for the avoidance of doubt 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 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.

20.2 Subject to clause 20.1, the Mortgagee consents to this Agreement being entered into with the intention that its interests in the Site in the form of the registered charge will be bound by the terms of this Agreement as if this

Agreement had been executed and registered as a local land charge before the execution of the registered charge.

21 RESTRICTION ON TITLE

The Owner covenants with the Council that:

21.1 prior to or upon completion of this Agreement it shall provide the Council with a completed Land Registry form RX1 (or any subsequent revisions amendments or replacements of the same) signed by it and thereby authorising the Council to register a restriction in standard form L at the Land Registry in respect of their interests in the Site in the following terms:

"No disposition of the registered estate (other than a charge) by the proprietor of the registered estate is to be registered without a certificate signed by a conveyancer that the provisions of paragraph 7 of Schedule 3 of a Section 106 Agreement dated made between (1) The Council of the City of Manchester (2) Urban Splash Estates Limited and (3) Grosvenor Developments Limited have been complied with or that they do not apply to the disposition."

21.2 The Council will insert the date of completion of this Agreement into the section of the Form RX1 detailing the wording quoted above following that completion.

21.3 Prior to or upon completion of this Agreement the Owner will provide the Council with a cheque to cover the cost of registering the form RX1 at the Land Registry.

22 SECTION 73 OF THE ACT

22.1 In the event that an application is made pursuant to Section 73 of the 1990 Act for an amendment to the Planning Permission and planning permission is granted in respect of that application then references to Planning Permission in this Agreement shall unless the Council in determining any application(s) under Section 73 of the 1990 Act requires the completion of a new deed or supplemental deed pursuant to Section 106 and/or section 106A of the 1990 Act include the new planning permission granted pursuant to Section 73 of the 1990 Act and unless as aforesaid this Agreement shall apply to and remain in full force in respect of that new planning permission without the need for a further agreement to be entered into pursuant to Section 106 of the 1990 Act.

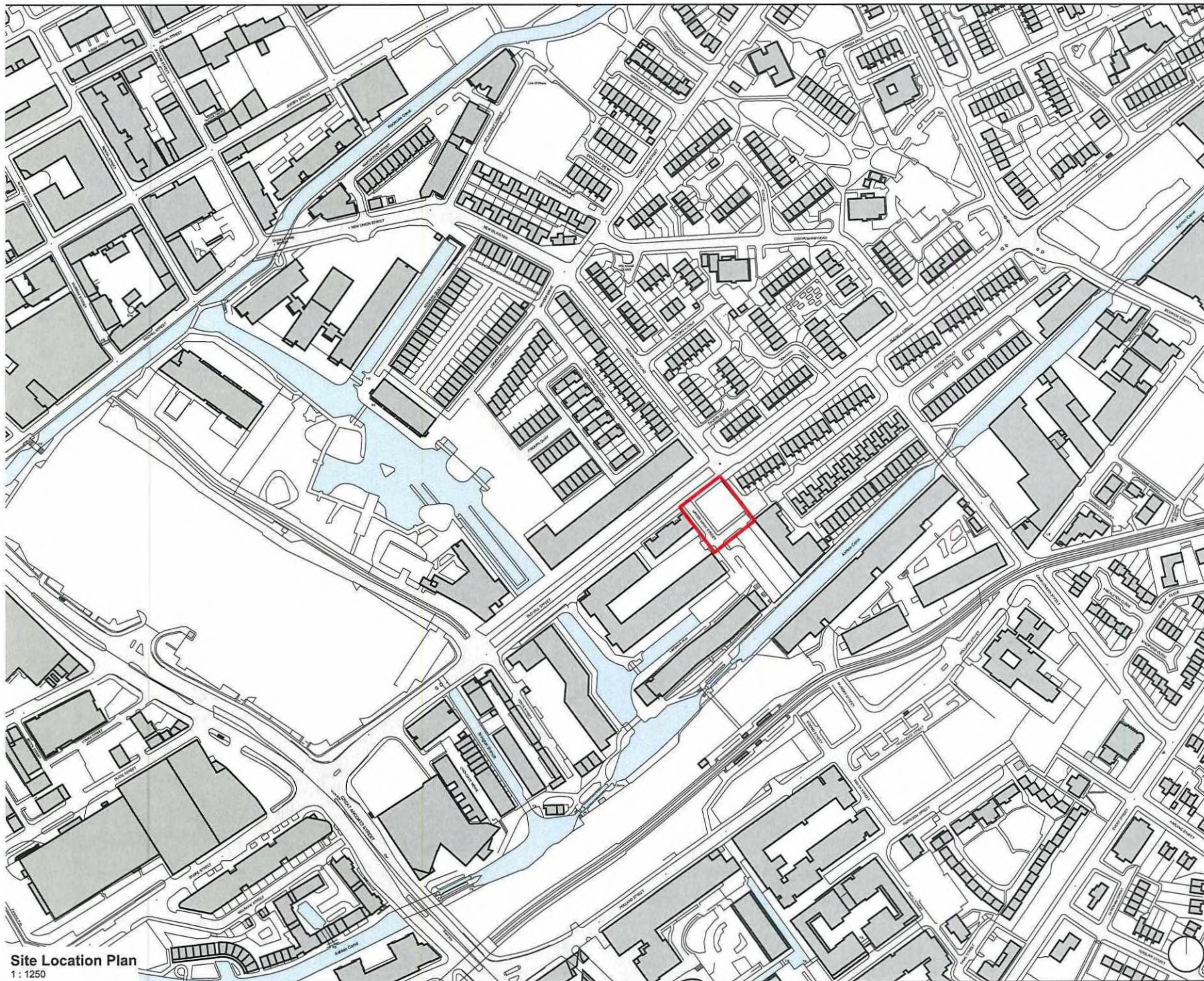
22.2 In respect of the completion of any new deed or supplemental deed pursuant to Section 106 and/or section 106A of the 1990 Act (the "New Deed") required by the Council when determining an application under Section 73 of the 1990 Act to amend the Planning Permission ("the Application") to the extent that any obligations imposed under this Agreement in respect of the Planning Permission have been triggered and fully discharged the Council will accept that discharge in lieu of the discharge of any identical obligations imposed in the New Deed in respect of a planning permission granted pursuant to the Application.

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

SCHEDULE 1

The Site

Land at Old Mill Street, Manchester, M4 6BX and shown for the purposes of identification only edged red on the Plan.



Site Location Plan
1 : 1250

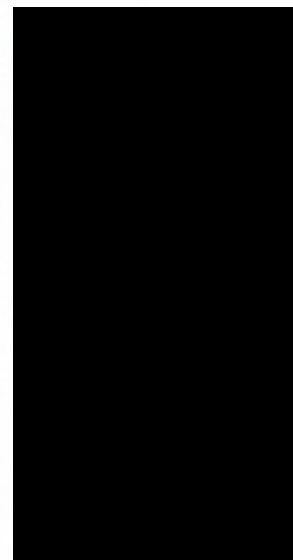
Notes & Key: HWS Ref: 2450

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The information shown is for the purpose of planning only.

The redline boundary shown is based upon OS information and is therefore indicative. Its precise location and relationship to Land Registry, land title and/or land ownership information is subject to confirmation from the client, and/or the owner. Glenn Howells Architects take no responsibility for the precise location of legal boundaries indicated on this drawing and advise that a separate drawing is created by a specialist survey in order to establish such ownership and/or legal boundaries.

Glenn Howells Architects take no responsibility for the whatsoever information used to create this drawing that has been generated by a third party, and the responsibility of which remains with the originator, information shown for coordination purposes only.



Location:



Status:	PLANNING		
Revision History:	Checked: SP		
P01 Planning Issue	23/11/23	JR	
P02 Planning Update	16/07/24	JR	

Project & Client:
Old Mill Steel working with Urban Splash

File Title: Scale: 1 : 1250 @A1
Site Location Plan

File ID: 2450-GHA-ZZ-ZZ-DR-A(05)001
Revision: P02

Howells .uk

SCHEDULE 2

Draft Planning Permission



Town & Country Planning Act 1990 (as amended)

Planning Permission

Applicant

Urban Splash Estates Limited
C/o Agent

Agent (if used)

Miss Amy Bronte Littlejohns
Made it Together
Tomorrow Building
MediaCityUK
Salford
M50 2AB

Part 1 – Particulars of the application/development

Proposal: Erection of a 6 storey building to provide 40 no. residential apartments (Use Class C3a) and ground floor commercial space (Use Class E), together with landscaping, parking, cycle parking, supporting infrastructure and associated works.

Location: Land At Old Mill Street, Manchester, M4 6BX

Date of application: 12 January 2024

Application number: 138763/FO/2023

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

In assessing the merits of an application officers will seek to work with the applicant in a positive and proactive manner to seeking solutions to problems arising in relation to dealing with the application. In this instance, this has included ongoing advice that has resolved the issues associated with the proposal.

Condition(s) attached to this decision

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

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

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

- o 2450-GHA-ZZ-ZZ-DR-A-(05)001 Rev P02: Site Location Plan
- o 2450-GHA-ZZ-ZZ-DR-A-(05)012 Rev P02: Site Block Plan - Proposed
- o 2450-GHA-ZZ-00-DR-A-(05)100 Rev P03: GA Plan - Ground Floor (Received 10/09/2024)
- o 2450-GHA-ZZ-01-DR-A-(05)101 Rev P02: GA Plan - Typical Floors 01, 03, 05
- o 2450-GHA-ZZ-02-DR-A-(05)102 Rev P02: GA Plan - Typical Floors 02 & 04
- o 2450-GHA-ZZ-06-DR-A-(05)106 Rev P02: GA Plan - Roof
- o 2450-GHA-ZZ-XX-DR-A-(05)201 Rev P02: GA Elevations - North West & South West
- o 2450-GHA-ZZ-XX-DR-A-(05)202 Rev P02: GA Elevations - North East & South East
- o 2450-GHA-ZZ-XX-DR-A-(05)301 Rev P02: GA Sections - A1 & A2
- o 2450-GHA-ZZ-XX-DR-A-(05)302 Rev P02: GA Sections - B1 & B2
- o 2450-GHA-ZZ-ZZ-DR-A-(05)501 Rev P02: Bay Study 01 - Typical Level
- o 2450-GHA-ZZ-ZZ-DR-A-(05)502 Rev P02: Bay Study 02 - Ground Floor
- o 2315-CWS-XX-GF-DR-L-100 Rev P01: Landscape Pro

posals Plan

- o 2315-CWS-XX-RT-DR-L-101 Rev P01: Roof Landscape Proposals Plan
- o 2315-CWS-XX-XX-PP-L-1001_P01: Old Mill Street, Manchester Landscape Strategy Document (Dated July 2024)
- o Old Mill Street Design and Access Statement (Prepared by Howells & Urban Splash; Dated 16/07/2024)
- o Planning Statement (Prepared by Made it Together)
- o Daylight & Sunlight (Prepared by GIA; Dated 28/11/2023)
- o Air Quality Assessment (Prepared by BWB; Dated January 2024; Received 22/01/2024)
- o Framework Construction Management Plan (Prepared by Urban Splash; Received 12/01/2024)
- o Local Labour Proposal (Prepared by Urban Splash; Received 12/01/2024)
- o Television and Radio Reception Impact Assessment (GTech Surveys Limited; Received 21/12/2023)
- o Crime Impact Statement (Prepared by Greater Manchester Police Design for Security; Dated 22/11/2023; Received 05/12/2023)
- o Old Mill Street - Environmental Standards Statement (Received 05/12/2023)
- o Residential Management Strategy (Prepared by Urban Splash; Received 05/12/2023)
- o Noise Assessment (Prepared by BWB; Dated November 2023; Received 05/12/2023)
- o Biodiversity Net Gain Technical Note (Prepared by Wardell Armstrong; Dated November 2023; Received 05/12/2023)
- o Biodiversity BNG Calculation (Received 05/12/2023)

- o Surface Water Drainage Rationale (Prepared by Wardell Armstong; Dated November 2023; Received 05/12/2023)
- o Phase 1 Desk Study (Prepared by Wardell Armstrong, Dated November 2023; Received 05/12/2023)
- o Archaeology and Heritage Statement (Prepared by Wardell Armstrong; Dated November 2023; Received 05/12/2023)
- o Waste Management Strategy Proforma (Received 05/12/2023)
- o Transport Statement (Prepared by Eddisons, Dated November 2023; Received 05/12/2023)
- o Travel Plan Framework (Prepared by Eddisons; Dated November 2023, Received 05/12/2023)

Stamped as received by the City Council as Local Planning Authority on 17/07/2024, unless stated otherwise.

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

3) Prior to the commencement of the development hereby approved, a detailed demolition and construction/fit-out management plan outlining working practices during the construction phase of the development shall be submitted to and approved in writing by the City Council as Local Planning Authority. For the avoidance of doubt the plan shall include detail on the following matters;

- o Communication strategy with residents and businesses
- o Display of an emergency contact number;
- o Details of wheel washing;
- o Dust suppression measures, including a section on air quality and the mitigation measures proposed to control fugitive dust emissions;
- o Compound locations where relevant;
- o Details regarding location, removal and recycling of waste (Site waste management plan);
- o Phasing and quantification/classification of vehicular activity;
- o Types and frequency of vehicular demands - Routing strategy and swept path analysis;
- o Measures to mitigate risks such as objects falling from height and impacting highway users;
- o Parking for construction vehicles and staff;
- o Sheeting over of construction vehicles;
- o A commentary/consideration of ongoing construction works in the locality;
- o Construction and demolition methods to be used;
- o The erection and maintenance of security hoardings where relevant;
- o Details of how access to adjacent premises would be managed to ensure clear and safe routes into buildings are maintained at all times;
- o Community consultation strategy, including details of stakeholder and neighbour consultation prior to and during the development along with the complaints procedure;
- o Pedestrian management proposals;
- o Loading and unloading of plant and materials;
- o The design, erection, maintenance and dismantling of scaffolding.

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

The demolition and construction of the development shall then be carried out in accordance with the approved plan.

Reason - To safeguard the amenities of nearby residents and in the interest of highway safety, pursuant to policies SP1, EN19 and DM1 of the Manchester Core Strategy.

4) a) Before development commences, a full condition survey of the carriageways/footways on construction vehicle routes immediately surrounding the site shall be undertaken and submitted to the City Council as Local Planning Authority.

b) When all construction/fit-out works are complete, the same carriageways/footways shall be re-surveyed and the results submitted to the City Council as Local Planning Authority for assessment. Should any damage have occurred to the carriageways/footways, they shall be repaired and reinstated in accordance with a scheme that shall first be submitted to and approved in writing by the City Council as Local Planning Authority. The necessary costs for this repair and/or reinstatement shall be met by the applicant.

Reason - To ensure an acceptable development, pursuant to policy DM1 of the Core Strategy.

5) Prior to the commencement of development, the following shall be submitted for approval in writing by the City Council, as Local Planning Authority:

- i. samples and specifications of all materials to be used on all external elevations including sample panel (see limb ii and iii);
- ii. drawings to illustrate details of full sized sample panels that will be produced; and
- iii. production and approval of full sized sample panels and for a strategy for quality control management.

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

The development of that phase shall be carried out in accordance with the approved details.

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

6) a) Notwithstanding the submitted Phase 1 Desk Study (ref. GM12676, dated 23/10/2023; Prepared by Wardell Armstrong) stamped as received by the City Council, as Local Planning Authority, on the 05/12/2023, before the development hereby approved commences, the following information shall be submitted for approval in writing by the City Council, as Local Planning Authority:

- Submission of site investigation proposals,
- *Submission of a site investigation and risk assessment report;*
- Submission of a remediation strategy.

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

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

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 - There is evidence of site contamination at the application site which requires further consideration and examination. In particular, details of outstanding gas monitoring is required to be submitted for consideration and an appropriate remediation strategy prepared. This is pursuant to policy EN18 of the Manchester Core Strategy (2012).

7) Prior to the commencement of the development, with the exception of site clearance and demolition, details of the method for piling, or any other foundation design using penetrative methods, shall be submitted for approval in writing by the City Council, as Local Planning Authority. The approved details shall then be implemented during the construction of the development.

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

8) No development shall take place until surface water drainage works have been implemented in accordance with Non-Statutory Technical Standards for Sustainable Drainage Systems (March 2015) or any subsequent replacements national

standards and details that have been submitted to and approved in writing by the Local Planning Authority.

In order to avoid/dischARGE the above drainage condition, the following additional information has to be provided:

- o A finalised drainage layout showing all components, outfalls, levels and connectivity;
- o Maximised integration of green SuDS components (utilising infiltration or attenuation) if practicable;
- o Details of surface water attenuation that offers a reduction in surface water runoff rate in line with the Manchester Trafford and Salford Strategic Flood Risk Assessment, i.e. at least a 50% reduction in runoff rate compared to the existing rates with the aim of reducing to the Greenfield runoff rates, as the site is located within Conurbation Core Critical Drainage Area;
- o An existing and proposed impermeable areas drawing to accompany all discharge rate calculations.
- o Runoff volume in the 1 in 100 year, 6 hours rainfall shall be constrained to a value as close as is reasonable practicable to the greenfield runoff volume for the same event, but never to exceed the runoff volume from the development site prior to redevelopment;
- o Evidence that the drainage system has been designed (unless an area is designated to hold and/or convey water as part of the design) so that flooding does not occur during a 1 in 100 year rainfall event with allowance for 45% climate change;
- o Assessment of overland flow routes for extreme events. Overland flow routes need to be designed to convey the flood water in a safe manner in the event of a blockage or exceedance of the proposed drainage system capacity including inlet structures. A layout with overland flow routes needs to be presented with appreciation of these overland flow routes with regards to the properties on site and adjacent properties off site.
- o CRT consents / approval confirmation required. An email of acceptance will suffice.
- o The LLFA would require the landowner's consent / approval for drainage within highway / third-party land. An email of acceptance will suffice.
- o Where surface water is connected to the public sewer, UU specify Surface water should be restricted to a maximum rate of 5 l/s.
- o A blockage risk assessment is undertaken as part of the drainage strategy to support proposed flows less than 5 l/s. If the risk cannot be adequately managed, a higher minimum discharge rate should be considered / agreed with relevant parties.

- o Where a public sewer diversion is required, an agreement in principle from United Utilities is required. An email of acceptance will suffice.
- o Hydraulic calculation of the proposed drainage system;
- o Construction details of flow control and SuDS elements.
- o For sites where proposed development would cause pollution risk to surface water, evidence of pollution control measures (preferably through SuDS) is required.

The development shall then proceed in accordance with the approved details.

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.

9) 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:

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

Reason - To manage flooding and pollution and to ensure that a managing body is in place for the sustainable drainage system and there is funding and maintenance mechanism for the lifetime of the development pursuant to Section 10 of the National Planning Policy Framework and Policy EN14 of the Core Strategy.

10) No development works shall take place until the applicant or their agents or their successors in title has secured the implementation of a programme of archaeological works in accordance with a Project Design which has been submitted to and approved in writing by the local planning authority.

The Project Design shall cover the following:

- a). A phased programme and methodology of investigation and recording to include:
 - archaeological evaluation trenching;
 - pending the results of the above, an open-area excavation (subject to a revised Project Design).
- b). A programme for post-investigation assessment to include:
 - production of a final report on the results of the investigations and their significance.

- c). Deposition of the final report with the Greater Manchester Historic Environment Record.
- d). Dissemination of the results of the archaeological investigations commensurate with their significance.
- e). Provision for archive deposition of the report and records of the site investigation.
- f). Nomination of a competent person or persons/organisation to undertake the works set out within the approved Project Design.

The development shall then proceed in accordance with the approved details.

Reason - To record and advance understanding of the significance of any heritage assets to be lost (wholly or in part) in accordance with Core Strategy Policies EN3 and DM1, Saved Unitary Development Plan Policy DC20 and the National Planning Policy Framework.

11) a) The development shall not commence until details of a Local Benefit Proposal, in order to demonstrate commitment to recruit local labour for the duration of the construction of the development, as well as end use, shall be submitted for approval in writing by the City Council, as Local Planning Authority. The approved document shall be implemented as part of the construction and operation of the development.

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

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

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

c) Within three months of the commencement of the approved use, a detailed report which takes into account the information and outcomes about local labour recruitment, for the end use of the development, 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).

12) Prior to the commencement of above ground works, a scheme demonstrating all residential apartments hereby approved compliance with M4(2) Building Regulations standards for accessible dwellings shall be submitted to and approved in writing by

the City Council as Local Planning Authority. The approved details shall then be implemented as part of the development.

Reason - To ensure that satisfactory disabled access is provided by reference to the provisions Core Strategy policy DM1 and Places for Everyone Plan Policy JP-H3.

13) Prior to the commencement of any above ground works, final details of the approved core and lift overrun, including height, width, depth and material finish shall be submitted to and approved in writing by the City Council as Local Planning Authority. For the avoidance of doubt the lift overrun should not impact upon wider views of the development as a whole. The approved details shall then be implemented as part of the development and be retained thereafter.

Reason - In the interest of securing a development of high quality design in accordance with Core Strategy Policies EN1 and DM1.

14) Prior to the first use of the residential element within the development hereby approved, a scheme of highway works and details of footpaths reinstatement/public realm in relation to 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:

- o Amendments/new TROs on Old Mill Street, Lampwick Lane/Upper Kirby Street and Piercy Street Mason Street;
- o Footway improvement and reinstatement works around the perimeter of the application site, including provision of dropped-kerbs/tactile paving provision along Old Mill Street and Lampwick Lane/Upper Kirby Street.
- o Removal/replacement of directional signage

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

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

15) Prior to the first occupation of the development, final details, including general manifestation, for roof top plant shall be submitted to and approved in writing by the City Council as Local Planning Authority. For the avoidance of doubt, all roof top plant should be screened from views along the public highway. The approved details shall then be implemented as part of the development and be retained thereafter.

Reason - In the interest of securing a development of high quality design in accordance with Core Strategy Policies EN1 and DM1.

16) Prior to the first use of the premises, a signage strategy shall be submitted for approval in writing by the City Council, as Local Planning Authority. The approved strategy shall then be implemented as part of the development and then be adhered to thereafter.

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

17) Prior to the first use of the development hereby approved, details of the siting, scale and appearance of the solar panels to the roof of the development (including cross sections), shall be submitted to and approved in writing by the City Council as Local Planning Authority. The approved details shall then be implemented prior to the first use of the development and thereafter be retained and maintained in situ.

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

18) Prior to the first occupation of the development, details, specification and provision of 7 kw fast charging electric car charging points for each car parking space approved shall be submitted to and approved in writing by the City Council as Local Planning Authority. The approved details shall then be implemented and be in place prior to the first occupation of the development and thereafter be retained and maintained in situ.

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

19) a) The development hereby approved shall be implemented in accordance with the recommendations and measures made within the submitted Preliminary Ecological Appraisal (Prepared by Wardell Armstrong; Dated November 2023) and the Biodiversity Net Gain Technical Note (Prepared by Wardell Armstrong; Dated May 2023), both stamped as received by the City Council as Local Planning Authority on 05/12/2023. The approved details shall be implemented prior to the first occupation of the residential element of the development.

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

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

20) a) Before the use hereby approved commences, external lighting shall be designed and installed in accordance with a scheme approved in writing by the City Council as local planning authority so as to control glare and overspill onto nearby residential properties.

b) Prior to occupation of the development a verification report shall be required to validate that the work undertaken throughout the development conforms to the recommendations and requirements in the approved light consultant's report. The

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

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

21) a) Prior to the installation of any extraction or ventilation equipment for the ground floor commercial unit hereby approved, should it be required, details of how fumes, vapours and odours shall be extracted and discharged from the commercial unit hereby approved shall be submitted to and approved in writing by the City Council as local planning authority before the use commences.

Mixed use schemes shall ensure provision for internal ducting in risers that terminate at roof level. Schemes that are outside the scope of such developments shall ensure that flues terminate at least 1m above the eave level and/or any openable windows/ventilation intakes of nearby properties.

b) Prior to occupation of the commercial unit hereby approved, confirmation shall be submitted for the approval of the City Council as local planning authority that the approved scheme has been implemented.

Reason - To safeguard the amenities of nearby residents, pursuant to policies SP1 and DM1 of the Manchester Core Strategy.

22) The development hereby approved shall be carried out in accordance with the Crime Impact Statement prepared by Design for Security at Greater Manchester Police stamped as received by the City Council, as Local Planning Authority, on the 05/12/2023. 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.

23) Prior to the first occupation of the commercial unit hereby approved, a scheme detailing the hours of opening and general management of the unit, shall be submitted to and approved in writing by the City Council as local planning authority. The commercial unit shall then operate in accordance with the approved hours and details for the lifetime of the development.

Reason - To safeguard the amenities of the occupiers of nearby residential accommodation.

24) 24. a) Notwithstanding the approved Noise Assessment (Prepared by BWB; Dated November 2023; Received 05/12/2023), the commercial unit shall be acoustically insulated and treated to limit the break out of noise in accordance with a

noise study of the premises and a scheme of acoustic treatment that has been submitted to and approved in writing by the City Council as local planning authority. The scheme shall be implemented in full before the use commences or as otherwise agreed in writing by the City Council as local planning authority.

Where entertainment noise is proposed the LAeq (entertainment noise) shall be controlled to 5dB below the LA90 (without entertainment noise) in each octave band at the facade of the nearest noise sensitive location, and internal noise levels at structurally adjoined residential properties in the 63Hz and 125Hz octave frequency bands shall be controlled so as not to exceed (in habitable rooms) 47dB and 41dB (Leq,5min), respectively.

b) Prior to occupation of the development a verification report shall be required to validate that the work undertaken throughout the development conforms to the recommendations and requirements in the approved acoustic consultant's report. The report shall also undertake post completion testing to confirm that acceptable criteria have been met. Any instances of non-conformity with the recommendations in the report shall be detailed along with any measures required to ensure compliance with the agreed noise criteria.

Reason - To safeguard the amenities of the occupiers of nearby residential accommodation pursuant to policy DM1 of the Core Strategy, Saved Unitary Development Plan Policy DC26 and to reflect the guidance contained in the National Planning Policy Framework.

25) a) Notwithstanding the approved Noise Assessment (Prepared by BWB; Dated November 2023; Received 05/12/2023), before the development commences a scheme for acoustically insulating the proposed residential accommodation against noise from Old Mill Street shall be submitted to and approved in writing by the City Council as local planning authority. There may be other actual or potential sources of noise which require consideration on or near the site, including any local commercial/industrial premises

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

Noise survey data shall include measurements taken during a rush-hour period and night time to determine the appropriate sound insulation measures necessary. The following noise criteria shall be required to be achieved when providing adequate ventilation as defined by Approved Document F of the Building Regulations (whole dwelling ventilation):

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

Higher internal noise levels than those specified above may be allowed when higher rates of ventilation are required in relation to the overheating condition.

b) Prior to first occupation of the residential units, a verification report shall be required to validate that the work undertaken throughout the development conforms to the recommendations and requirements in the approved acoustic consultant's report. The report shall also undertake post completion testing to confirm that the internal noise criteria have been met. Any instances of non-conformity with the recommendations in the report shall be detailed along with any measures required to ensure compliance with the internal noise criteria.

Reason: To secure a reduction in noise from traffic or other sources in order to protect future residents from noise disturbance and to reduce the potential for overheating pursuant to policy DM1 of the Core Strategy, Saved Unitary Development Plan Policy DC26 and to reflect the guidance contained in the National Planning Policy Framework.

26) a) Notwithstanding the approved Noise Assessment (Prepared by BWB; Dated November 2023; Received 05/12/2023), externally mounted ancillary plant, equipment and servicing shall be selected and/or acoustically treated in accordance with a scheme designed so as to achieve a rating level of 5dB (LAeq) below the typical background (LA90) level at the nearest noise sensitive location. Prior to commencement of the use hereby approved the scheme 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 site. The scheme shall be implemented in full before the use commences or as otherwise agreed in writing by the City Council as local planning authority.

b) Prior to the operation of the scheme a verification report shall be submitted to and approved in writing by the City Council as local planning authority to validate that the work undertaken throughout the development conforms to the recommendations and requirements in the approved acoustic report. The report shall also undertake post completion testing to confirm that the noise criteria have been met. Any instances of non-conformity with the recommendations in the report shall be detailed along with any measures required to ensure compliance with the agreed noise criteria.

Reason - To minimise the impact of the development and to prevent a general increase in pre-existing background noise levels around the site pursuant to policy DM1 of the Core Strategy, Saved Unitary Development Plan Policy DC26 and to reflect the guidance contained in the National Planning Policy Framework.

27) Prior to the occupation of the ground floor commercial unit hereby approved, a scheme detailing the waste storage and collection details for the unit, including a schedule for the times and frequency of waste collections shall be submitted to and approved in writing by the City Council as Local Planning Authority. The development shall then proceed in accordance with the approved details which shall be adhered to for its lifetime.

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

28) (a) Notwithstanding landscaping strategy as indicated on drawings 2315-CWS-XX-GF-DR-L-100 Revision P01 and 2315-CWS-XX-RT-DR-L-101 Revision

P01stamped as received by the City Council, as Local Planning Authority, on the 17 July 2024 prior to the first occupation of the residential element of this development, details of hard and soft landscaping treatments (including tree planting, boundary treatments, pavers, flower beds and appropriate samples of materials) shall be submitted to and approved in writing by the City Council as local planning authority.

(b) The approved scheme shall be implemented prior to the first occupation of the development. If within a period of 5 years from the date of the planting of any tree or shrub, that tree or shrub or any tree or shrub planted in replacement for it, is removed, uprooted or destroyed or dies, or becomes, in the opinion of the local planning authority, seriously damaged or defective, another tree or shrub of the same species and size as that originally planted shall be planted at the same place.

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

29) Notwithstanding the approved Residential Management Statement, prepared by *Urban Splash*, stamped as received by the City Council as Local Planning Authority on 05/12/2023, prior to the first use of the development hereby approved, a detailed Residential Management Strategy, including that listed below, following shall be submitted to and approved in writing by the City Council as Local Planning Authority.

- o Details of the 24 hour management of the site, in particular in relation to servicing, refuse (storage and removal) and noise management of communal areas.
- o Full details of a maintenance strategy for the areas of public realm adjacent to the site including surfaces, planting and litter collection and details of where maintenance vehicles would park.
- o Details of how the approved car parking spaces shall be managed/allocated.
- o Details for a residential parcel delivery strategy, including delivery drop off-points and delivery holding area.

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, to safeguard the character of the area and to maintain the sustainability of the local community pursuant to policies DM1 and H11 of the Core Strategy for Manchester and the guidance contained within the National Planning Policy Framework.

30) The development hereby approved shall be carried out in accordance with the Framework Travel Plan, prepared by Eddisons, received by the City Council, as Local Planning Authority, on the 05/12/2023.

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

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

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

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

31) Notwithstanding the TV reception survey prepared by GTech, stamped as received by the City Council, as Local Planning Authority, on the 21/12/2023, within one month of the practical completion of the development, and at any other time during the construction of the development if requested in writing by the City Council as local planning authority in response to identified television signal reception problems within the potential impact area a study shall identify such measures necessary to maintain at least the pre-existing level and quality of signal reception identified in the survey carried out above. The measures identified must be carried out *either before the building is first occupied or within one month of the study being submitted to the City Council as local planning authority, whichever is the earlier.*

Reason - To provide an indication of the area of television signal reception likely to be affected by the development to provide a basis on which to assess the extent to which the development during construction and once built, will affect television reception and to ensure that the development at least maintains the existing level and quality of television signal reception - In the interest of residential amenity, as specified in policy DM1 of Core Strategy.

32) The development hereby approved shall be carried out in accordance with the submitted Environmental Standards Statement stamped as received by the City Council, as Local Planning Authority, on the 5 December 2023. A post construction review certificate/statement shall be submitted for approval, within a timescale that has been previously agreed in writing, to the City Council as Local Planning Authority.

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

33) Prior to their installation, details regarding any roller shutters shall be submitted to and approved in writing by the City Council as Local Planning Authority. For the avoidance of doubt all roller shutters shall be internal. The approved details shall be implemented and be in place prior to the first use of the development.

Reason - In the interest of securing a well designed development in accordance with Core Strategy Policies SP1 and DM1, and the National Planning Policy Framework.

34) All windows, unless shown otherwise on the approved drawings detailed in condition 2, shall be retained as a clear glazed window openings at all times and views into the premises shall not be screened or obscured in any way, with the exception of that required for building control regulations.

Reason - The clear glazed windows are an integral and important element in the design of the lower 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.

35) 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.

36) No amplified sound or any music shall be produced or played in any part of the site outside the building, including roof space, for the lifetime of the development.

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

37) 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.

38) All external doors of the development hereby approved shall open away from the public highway, with the exception of fire escape doors.

Reason - In the interest of highway safety in accordance with Core Strategy Policies CC5 and DM1, and the National Planning Policy

Framework.

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

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

40) The ground floor commercial unit hereby approved shall be used for Class E (a) or (b), excluding convenience retail and gym use, and for no other purpose (including any other purpose within Class E of the Schedule to the Town and Country Planning (Use Classes) (Amendment) (England) Regulations 2020 (SI 2020 No.757) or in any provision equivalent to that Class in any statutory instrument revoking and re-enacting that Order with or without modification).

Reason - The use of the premises other than in accordance with the approved use would require further consideration by the Local Planning Authority and may not be appropriate in this locality in accordance with Core Strategy Policies SP1, EC2 and DM1, and the National Planning Policy Framework.

41) Notwithstanding the provisions of the Town and Country Planning (General Permitted Development) (England) Order 2015 (as amended) (or any order revoking and re-enacting that Order with or without modification) no part of the development shall be used for any purpose other than the purpose(s) of Class C3(a) of the Schedule to the Town and Country Planning (Use Classes) Order 1987 (as amended) (or in any provision equivalent to that Class in any statutory instrument revoking and re-enacting that Order with or without modification). For the avoidance of doubt, this does not preclude two unrelated people or 2 couples sharing a property.

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

42) The residential use hereby approved shall be used only as private dwellings (which description shall not include serviced properties or similar uses where sleeping accommodation (with or without other services) is provided by way of trade for money or money's worth and occupied by the same person for less than ninety consecutive nights) and for no other purpose (including any other purpose in Class C3 of the Schedule to the Town and Country Planning (Use Classes) Order 1987 (as amended), or any provision equivalent to that Class in any statutory instrument revoking and re-enacting that Order with or without modification).

Reason - To safeguard the amenities of the neighbourhood by ensuring that other uses which could cause a loss of amenity such as serviced apartments/apart hotels do not commence without prior approval; to safeguard the character of the area, and to maintain the sustainability of the local community through provision of accommodation that is suitable for people living as families pursuant to policies DM1 and H11 of the Core Strategy for Manchester and the guidance contained within the National Planning Policy Framework.

43) Foul and surface water shall be drained on separate systems.

Reason - To secure proper drainage and to manage the risk of flooding and pollution, pursuant to Section 10 of the National Planning Policy Framework and Policy EN14 of the Core Strategy.

44) The provision of 42no cycle spaces, as indicated

on drawing no.2450-GHA-ZZ-00-DR-A-(05)100 Revision P03 received by the City Council as Local Planning Authority on 10/09/2024, shall be implemented prior to the first occupation of the residential element of the development hereby approved and shall be retained and maintained in situ for as long as the development remains in use.

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

45) The provision of 5no car parking spaces, of which one shall be accessible, as indicated on drawing no.2450-GHA-ZZ-00-DR-A-(05)100 Revision P03 received by the City Council as Local Planning Authority on 10/09/2024, shall be implemented prior to the first occupation of the residential element of the development hereby approved and shall be retained and maintained in situ for as long as the development remains in use.

Reason - To ensure car parking is available for the development pursuant to policies SP1, T1, and DM1 of the Manchester Core Strategy (2012).

46) The development hereby approved shall be carried out in accordance with the submitted waste management proforma, drawing no. 2450-GHA-ZZ-00-DR-A-(05)100 Revision P03 and section 4.2 of the submitted Design and Access Statement, stamped as received by the City Council as Local Planning Authority on 05/12/2023, 10/09/2024 and 17/07/2024 respectively. The approved details shall be implemented prior to the first occupation of the residential element of the development and thereafter be retained and maintained in situ.

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

47) Deliveries, servicing and collections, including waste collections shall not take place outside the following hours for the lifetime of the development.

- o 07:30 to 20:00, Monday to Saturday, no deliveries/waste collections on Sundays/Bank Holidays.

Reason - To safeguard the amenities of the occupiers of nearby residential accommodation in accordance with Core Strategy Policy DM1, Saved Unitary Development Plan Policy DC26 and the National Planning Policy Framework.

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

The applicant should be advised that any requirements for licensing, hoarding / scaffolding and any associated temporary traffic management arrangements will need discussion and agreement with the council's Highways Applications and Events and Coordination teams via Email - highwaylicences@manchester.gov.uk.

DRAFT DECISION

Date:

SCHEDULE 3

THE OWNER'S GENERAL COVENANTS

1. The Owner hereby covenants with the Council as follows:
 - 1.1 To notify the Council in writing within five (5) Working Days of Commencement of Development that development has Commenced.
 - 1.2 To notify the Council in writing within 5 (five) Working Days of the date of Completion of 75% of the Dwellings.
 - 1.3 To notify the Council in writing within 5 (five) Working Days of Completion of Construction of all of the Dwellings constructed as part of the Development.
 - 1.4 To pay the Management Fee prior to completion of the Agreement.

VIABILITY REVIEW AT CALCULATION DATE AND VIABILITY PAYMENT

2. Within ten (10) Working Days of the Calculation Date
 - 2.1 to confirm the Method of Disposal and the relevant Permitted Profit Level to the Council in writing; and
 - 2.2 to provide a copy of the Viability Appraisal in order that the Council may instruct a Chartered Surveyor to review the Viability Appraisal and advise the Council on its contents and conclusion.

3. Within sixty (60) Working Days of its receipt of the Viability Appraisal the Council shall give written notice to the Owner either:-
 - 3.1 Stating that it accepts the Viability Appraisal; or
 - 3.2 Correcting or challenging any of the amounts or conclusions included in the Viability Appraisal and giving details of the disputed amounts or conclusions.
4. In the event that the Council shall have served a notice on the Owner pursuant to paragraph 3.2 of this Schedule 3 the Owner and the Council shall use reasonable endeavours to reach agreement in respect of the Viability Appraisal but if the Owner and the Council shall have failed to agree the Viability Appraisal within twenty-eight (28) Working Days of the notice served by the Council pursuant to Paragraph 3.2 of this Schedule 3, then the matter in dispute shall be referred to the Chartered Surveyor, in accordance with the provisions of Clause 7 with the Chartered Surveyor being requested that he/she should as soon as practicable issue a written determination as to the matter in dispute and a written determination of the correct Viability Appraisal, which both Parties agree will be final and binding upon them (save in respect of manifest error).
5. The Viability Appraisal not by way of limitation shall include and confirm:
 - 5.1 the GDV and NDV;
 - 5.2 the Costs;
 - 5.3 the Gross Margin, and,
 - 5.4 the Viability Payment, if any.
6. Viability Payment
 - 6.1 On or before the Viability Payment Deadline to pay to the Council the Viability Payment (if any) PROVIDED ALWAYS that the Viability Payment and the aggregate of any Clawback shall be capped so that they do not exceed the Maximum Contribution.
 - 6.2 In the event that the information contained in the Viability Appraisal (as agreed by the Council or determined pursuant to paragraph 4 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.

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

7. RETENTION AS BUILD TO RENT

Where the Method of Disposal is Build to Rent the Owner covenants that it shall deliver the relevant Build to Rent Dwellings comprising the residential part of the *Development for the private rental market as a Build to Rent scheme* and the residential part of the Development shall be retained as Build to Rent Dwellings for the Clawback Period Provided that if any part of the residential part of the Development is then Disposed of as Open Market Sales during the Clawback Period this will trigger the clawback provisions set out in clause 19 of this Agreement, and the Owner further covenants to comply with all the provisions of that clause 19 and upon payment of the Clawback to the Council (or determination that no Clawback is due) this covenant will no longer apply to the relevant Dwellings Disposed of in breach of this covenant. For the avoidance of doubt, any payment of Clawback agreed by the Council and the Owner or determined to be due in accordance with the provisions of clause 18 will when received by the Council in respect of any Dwelling to which the payment of Clawback relates remedy the breach of the obligation to retain the Dwelling as a Build to Rent Dwelling contained in this paragraph, as well as releasing the Dwelling from that obligation thereafter. For the further avoidance of doubt this provision does not prevent the Owner of the Site as at the date of this Agreement or any successors in title from transferring the Site during the Clawback Period to successors in title all of whom will be bound by the covenants contained in this Paragraph 7.

8. RETENTION OF ARCHITECT

- 8.1 The Owners shall use reasonable endeavours to continue to employ the Architect as the lead architect throughout the Construction Period and until Practical Completion of the Development PROVIDED THAT the Architect remains willing

and able to fulfil such role in relation to the Development and that such employment is capable of being secured on reasonable commercial terms.

- 8.2 Should the Architect not be appointed or continue to be appointed in accordance with paragraph 8.1 above the Owner shall immediately notify the Council of this fact and shall use reasonable endeavours to appoint a replacement Architect of a similar calibre and reputation as soon as reasonably practicable and shall thereafter notify the Council of the identity of the replacement architect immediately thereafter.

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. The Council shall provide written details of any expenditure incurred by the Council using the Viability Payment and the Clawback within 20 Working Days of a written request to do so from the party/person who paid those Contributions to the Council.
- 4 To repay to the paying party such sum or sums remaining from the Viability Payment and Clawback as have not been expended in accordance with paragraph 1 of this Schedule (excluding any such sums in respect of which though not yet expended the Council has contractually committed to expend) within ten (10) years of the date of receipt by the Council
5. To issue the Planning Permission within two (2) Working Days of the date hereof.

SCHEDULE 5

VIABILITY TEMPLATE

Site location, Land at Old Mill Street, Manchester, M4 6BX , Manchester

Open Market Gross Development Value (GDV) £

Open Market Net Development Value (NDV) = GDV less Sales Incentives £

GDV of Pre Sale (PS) Element (Contract to be evidenced) £

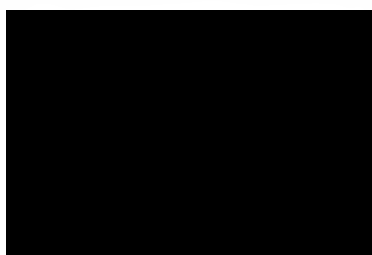
Profit Level – based upon 18 % of GDV of Open Market Value	£
Profit Level – based upon 10% of Costs of BTR/ Pre Sales Element	£
Costs	£
Schedule of abnormals TBA	£
Contingency on build costs and abnormals TBA	£
Professional fees on build costs and abnormals TBA	£
Sales and Marketing Costs TBA	£
Agreed planning stage Section 106 commuted sum payment	£xxx
Finance cost of TBA	£
Interest cost on Deposits – TBA	£
Tax Relief – TBA	£
Agreed Land Value (The Lower of 1). Benchmark Land Value set at Planning Consent Stage of £528,000 or 2). Actual Land Value – to be evidenced)	£
Agreed Stamp Duty @ 4%	
Agreed Site Legal & Agents Fees @ 1% of Land Value	
TOTAL GROSS DEVELOPMENT COSTS (GDC)	
Surplus = NDV – GDC	
VIABILITY PAYMENT – xxxxx	

NB – Viability Payment Cannot Exceed the Maximum Contribution

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:



01128881



AUTHORISED SIGNATORY

EXECUTED AS A DEED by **URBAN SPLASH ESTATES LIMITED**
acting by a director

DIRECTOR

Signature:



Name (in block capitals)

KIMBERLEY ASOP

IN THE PRESENCE OF:

Signature:



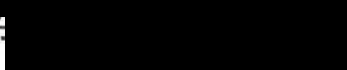
Name: (in block capitals)

JOE WOOLLEY

Address:



SIGNED AS A DEED by:



in the presence of:

Witness signature:

Witness name:

Witness

address:

Occupation:

EXECUTED AS A DEED by **GROSVENOR DEVELOPMENTS LIMITED**

acting by a director

DIRECTOR

Signature:

.....

Name (in block capitals) *ALASTAIR INSAH*

.....

IN THE PRESENCE OF:

Signature:

Name: (in block capitals) *AURÉLIE THOMPSON*

Address:

.....

SIGNED AS A DEED by _____

in the presence of

Witness signature

Witness name

Witness

address.

Occupation