

DATED

9th April

2025

THE COUNCIL OF THE CITY OF MANCHESTER

– and –

DEANS GATE S.A.R.L.

– and –

SITUS ASSET MANAGEMENT LIMITED

AGREEMENT

**pursuant to section 106 of the Town and
Country Planning Act 1990 (as amended)
relating to land at Aytoun Building, Aytoun Street,
Manchester, M1 3GH**

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

L/GLW/PLA001/84096

THIS AGREEMENT is made the
BETWEEN:

9 day of April

2025

- (1) **THE COUNCIL OF THE CITY OF MANCHESTER** of PO Box 532, Town Hall, Albert Square, Manchester M60 2LA (the “**Council**”),
- (2) **DEANSGATE S.A.R.L.** (incorporated in Luxembourg) (OE ID OE002692) of 14-16 Avenue Pasteur, Floor 2, Luxembourg, L-2310 and care of Ares Management Limited, 6th Floor, 10 New Burlington Street, London W1S 3BE (the “**Owner**”),
- (3) **SITUS ASSET MANAGEMENT LIMITED** (Co Regn No 06738409) of 34th Floor, 25 Canada Square, London E14 5LB (the “**Mortgagee**”),

BACKGROUND

- A The Council is the local planning authority for the purposes of the Act for the area in which the Site is situated
- B The Owner is the freehold owner of the Site registered at the Land Registry with title absolute under title numbers GM687660 and GM603013 together with but subject to all matters contained or referred to in the title registers thereunder
- C The remainder of the Site comprises adopted highway and is not bound by the terms of this Agreement
- D The Mortgagee is interested in the Site by virtue of the Legal Charge
- E On 28 September 2016 the Council granted the Original Planning Permission
- F On 25 June 2024 the Owner applied to vary the Original Planning Permission pursuant to the Application
- G The Council as local planning authority is satisfied that the Development is such as may be approved by the Council under the Act and is minded to grant planning permission for the Development in accordance with the Application but having considered the Local Plan and the Regulations is desirous of the Owner entering into this Agreement without which planning permission would not be granted
- H 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 The Owner is to be bound by and observe and perform the covenants hereinafter contained
- I The Council is satisfied that the obligations in this Agreement are,
 - 1 necessary to make the Development acceptable in planning terms,
 - 2 directly related to the Development, and
 - 3 fairly and reasonably related in scale and kind to the Development

AGREED TERMS

1 DEFINITIONS AND INTERPRETATION

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

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

“Agreement” this agreement,

“Application” the application made pursuant to Section 73 of the Act to vary condition 16 of the Original Planning Permission to remove parts (h)(way finding) and (i) (street trees planting) attached to application ref no 112034/FO/2016/C2 (as amended by 121311/NMC/2018, 128213/NMC/2020, 130910/NMC/2021 and 131814/NMC/2021) and allocated planning reference 140366/JO/2024,

“City Centre Boundaries” means the boundary line showing Manchester City Centre shown for the purposes of identification only edged black on Plan 2,

“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,

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

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

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

“Legal Charge” a registered charge against title numbers GM687660 and GM603013 dated 27 January 2022

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

“NPPF” means the National Planning Policy Framework issued in December 2024 being the framework setting out the Government’s planning policies for England (as may be updated or replaced with an equivalent policy from time to time),

“Plan 1” means the plan shown at Schedule 1 of this Agreement,

“Plan 2” means the plan shown at Schedule 5 of this Agreement,

“Planning Permission” the planning permission to be granted pursuant to the Application substantially in the form attached to this Agreement at Schedule 2,

“Off-Site Tree Contribution” the sum of fourteen thousand pounds (£14,000 00),

“Original Planning Permission” the planning permission granted by the Council on 28 September 2016 under reference 112034/FO/2016/C2 for the creation of approximately 478 residential units (160 x 1 bed and 318 x 2 bed) and commercial space comprising (a) Conversion and extension of existing 12 storey building to 15 storeys (The Tower) comprising residential accommodation (Class C3 123 units) above ground and first floor (Class A1 (shop), A2 (Financial and Professional Services), A3 (Restaurant and Cafe), A4 (Drinking Establishment), B1 (Offices), D1(Non-residential Institutions creche, nursery, clinic and health centre, art gallery only) and D2 (Assembly and Leisure - Gymnasium, indoor sport and recreation only), (b) Erection of 2 x 14-16 storey buildings (Blocks C and F comprising residential accommodation (Class C3 -136 units (C) and 209 units (F)) above ground and first floor (Class A1 (shop), A2 (Financial and Professional Services), A3 (Restaurant and Cafe), A4 (Drinking Establishment), B1 (Offices), D1(Non-residential Institutions creche, nursery, clinic and health centre, art gallery only) and D2 (Assembly and Leisure - Gymnasium, indoor sport and recreation only), Building F and Tower to be linked by podium, and (c) change of use of existing 1 storey building on stilts (The Bungalow) to (Class A1 (shop), A2 (Financial and Professional Services), A3 (Restaurant and Cafe), A4 (Drinking Establishment), B1 (Offices), D1(Non-residential Institutions creche, nursery, clinic and health centre, art gallery only) and D2 (Assembly and Leisure - Gymnasium, indoor sport and recreation only) and hard and soft landscaping comprising central public square, commercial and retail terraces, private residents terrace and public/ private roof top gardens with car parking for 69 vehicles located at ground and first floor levels and associated works to facilitate servicing and access following demolition to existing teaching and library buildings

“Regulations” the Community Infrastructure Levy Regulations 2010 as amended,

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

“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
- 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 SUBSEQUENT

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

4 THE OWNER'S COVENANTS

The Owner on behalf of themselves and any person deriving title to any part of the Site from the Owner hereby covenants with the Council so as to bind the Site to fully observe and perform the obligations on their part contained in this Agreement including those obligations set out in Schedule 3

5 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

6 DISPUTE RESOLUTION

- 6 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 or the Owner otherwise agree be referred to an Expert
- 6 2 If the Council or the Owner are unable to agree on the appointment of an Expert within thirty (30) days of one party serving written notice on the other calling for the appointment of an Expert, then an Expert shall be appointed on the application of either party to the President for the time being of the Royal Town Planning Institute
- 6 3 Any reference of a dispute to an Expert shall if the parties are agreed in writing be deemed to be a reference to an expert (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
- 6 4 Any party to this Agreement shall be entitled to submit to the Expert representations and cross-representations with such supporting evidence as they shall respectively consider necessary and the Expert shall have regard thereto in making his decision which shall be delivered in writing The reference of any dispute shall include authority to determine in what manner all the costs of the referral shall be paid

7 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

8 CHANGE IN OWNERSHIP & LIABILITY

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

9. 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.

10. LOCAL LAND CHARGE AND LAND REGISTRY ENTRY

- 10.1 This Agreement is a Local Land Charge and shall be registered as such by the Council.
- 10.2 The Council will upon receipt of a written request of the Owner or its successors in title, at any time after the obligations set out herein have been fulfilled in their entirety, issue written confirmation thereon and thereafter cancel all related entries in the register of local land charges.
- 10.3 The reasonable and proper costs of registration and cancellation pursuant to this clause 11 shall be met by the Owner.

11. 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.

12. 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.

13. COMMUNICATION

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

- 13.1 To the Council and addressed to the City Solicitor at the Council's address first above written;
- 13.2 To the Owner and/or the Mortgagee at their respective registered office addresses [marked for the
~~attention of [xx]];~~

14. FEES

- 14.1 The Owner shall pay to the Council on the date hereof its legal fees reasonably and properly incurred in preparation of this Agreement;
- 14.2 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 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

16 JURISDICTION

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

17 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

18 MORTGAGEE

The Mortgagee consents to this Agreement being entered into with the intention that its interest in the Site in the form of the Legal 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 Legal Charge provided that the Mortgagee shall have no liability for any breach of the obligations contained in this Agreement unless and until it takes possession of the Site and in such circumstances shall have no liability for any breaches arising prior to the Mortgagee so taking possession

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

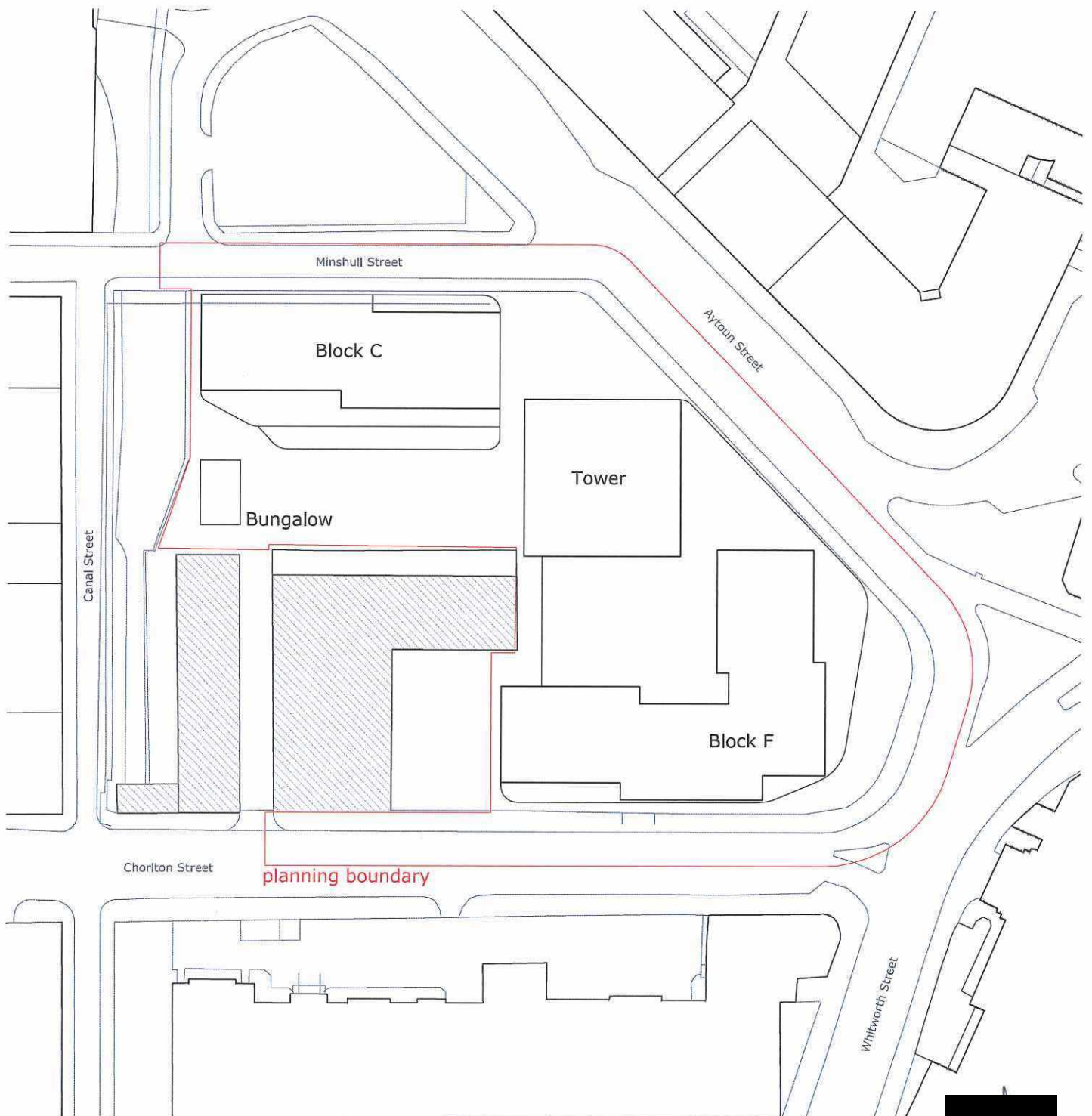
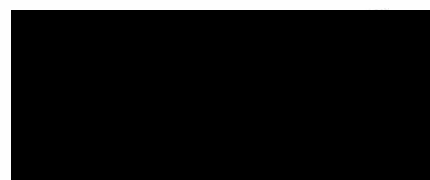
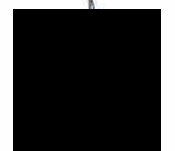
SCHEDULE 1

THE SITE

Land at Aytoun Building, Aytoun Street, Manchester, M1 3GH and shown for the purposes of identification only edged red on the Plan

keyplan:

north



Matias DEMANT
Manager

Arjan KIRTHI SINGHA
Manager

SCHEDULE 2
DRAFT PLANNING PERMISSION

Town & Country Planning Act 1990 (as amended)

Planning Permission

Applicant

Aytoun Street Developments Ltd
Isaacs Building
Charles Street Building
Sheffield
S1 2HS

Agent (if used)

Miss Sabine Dunstan
Capital & Centric
64 Chapeltown Street
Manchester
M1 2WQ

Part 1 – Particulars of the application/development

Proposal: Variation of condition 16 to remove parts (h)(way finding) and (i) (street trees planting) attached to application ref no 112034/FO/2016/C2 (as amended by 121311/NMC/2018, 128213/NMC/2020, 130910/NMC/2021 and 131814/NMC/2021)

Location Aytoun Building, Aytoun Street, Manchester, M1 3GH

Date of application 18 July 2024

Application number. 140366/JO/2024

Part 2 – Particulars of decision

Manchester City Council gives notice that the development referred to in Part 1 has been in accordance with the application and plans submitted subject to the condition(s) listed below (if any)

Article 35 Declaration

Officers have worked with the applicant in a positive and pro-active manner to seek solutions to problems arising in relation to dealing with the planning application. This has included on going discussions about the form and design of the developments and pre application advice about the information required to be submitted to support the application.

Condition(s) attached to this decision

- 1) The development must be begun not later than 28.09.2019

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

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

- (a) Site and location plan 901 Rev 02 and 901 Rev 02,
- (b) C049KAM-CTA-00-00-DR-A-07001 , C049KAM-CTA-00-00-DR-A-07001, C049KAM-CTA-00-02-DR-A-07003 , C049KAM-CTA-00-XX-DR-A-07010 , C049KAM-CTA-00-XX-DR-A-07010 , C049KAM-CTA-00-XX-DR-A-07011 , C049KAM-CTA-00-XX-DR-A-07011, 103 Rev 04, 112 Rev 04 as amended by C049KAM-CTA-F0-12-DR-A-07012, 113 Rev 04 as amended by C049KAM-CTA-F0-13-DR-A-07013 , 114 Rev 04, 115 Rev 04, C049KAM-CTA-RF-15-DR-A-07004, C049KAM-CTA-F1-ZZ-DR-A-07005 , C049KAM-CTA-E1-ZZ-DR-A-07008, 500 Rev 04, 501 Rev 04, 502 Rev 04, 503 Rev 04, C049KAM-CTA-00-XX-DR-A-07012, C049KAM-CTA-F0-ZZ-DR-A-07006, C049KAM-CTA-F1-ZZ-DR-A-07007 and 607 Rev 04 as amended by C049KAM-CTA-C0-XX-DR-A-07901, C049KAM-CTA-C0-XX-DR-A-07902, C049KAM-CTA-C0-XX-DR-A-07903, C049KAM-CTA-C0-XX-DR-A-07904, C049KAM-CTA-C0-XX-DR-A-07905, C049KAM-CTA-C0-XX-DR-A-07906, C049KAM-CTA-C0-XX-DR-A-07907 and C049KAM-CTA-C0-XX-DR-A-07908
- (c) Recommendations in Redmore Environmental's Air Quality Assessment dated 25-05-16 as amended by Addendum dated 15-07 -16,
- (d) Recommendations contained in Hannan Associates Energy and Environmental Standards Statement dated 17 May 2016 in relation to compliance with with the MCC's Policy EN6.C049KAM-CTA-F0-13-DR-A-07013
- (e) Recommendations in Crime Impact Assessment Version B : 26th May 2016 REFERENCE: 2016/0248/CIS/01,
- (f) Mitigation and Recommendations contained in Buro Happolds Kampus, Aytoun Street, Manchester Flood Risk Assessment & Drainage Strategy Rev 02 dated 25 May 2016,
- (g) Details in Melissa Wilson's e-mails dated 05-08-16 (Fibre Optic Broadband) and 11-08-16 (Electric Car Charging); and
- (h) Refuse Strategy in section 5.5 of Mecanoo Design and Access Statement 25-05-16 Rev 02 and comments included in the Deloitte Kampus (Main Scheme) - Schedule of Consultee Comments August 12 2016

Reason - To ensure that the development is carried out in accordance with the approved plans

Pursuant to Core Strategy SP 1, CC3, H1, H8, CC5 , CC6 , CC7, CC9 , CC10, T1, T2 , EN1, EN2 , EN3 , EN6 , EN 8, EN9, EN11, EN14, EN15, EN 16 , EN17, EN18, EN19, DM 1 and PA1 saved Unitary Development Plan polices DC18 1 DC19.1 , DC20 and DC26 1

3) The development shall be carried out in accordance with the Demolition Method Statement prepared by Squibb Group

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

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

(a) Materials and Samples Tracker CT L-CO49-KAM-SCH-004 Rev 01 04-05-17 and Facade Mock Up Panel Scope Elevations CO49-KAM-CTA-))-XX-DR-A-41901, and

Condition 4b (materials) Chapman Taylor Site Observation Sheet dated 13 08 19 and Mock Up Inspection Notes (e-mails Joanne Kulisz 28-10-19

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

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

Site Waste Management Plan dated 27-03-17;
Environmental Management Plan dated 27-03-17; as amended by
Kampus Construction Management Plan Revision C and appendices C,F and L
received by MCC on 25-05-17

and subject to the hoarding along the canal wall incorporating a mesh net fencing to reduce the risk of litter and dust escaping the site and affecting the canal or its users

Reason: To ensure that the appearance of the development is acceptable and in the interests of
the amenity of the area, pursuant to policies DM1, EN14 EN15, EN16, EN17 and EN18
of the Core Strategy
and Guide to Development 2 (SPG)

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

Site Waste Management Plan dated 27-03-17,
Environmental Management Plan dated 27-03-17, as amended by
Kampus Construction Management Plan Revision C and appendices C,F and L
received by MCC on 25-05-17

Reason - In the interest of pedestrian and highway safety, as specified in policies SP1 and DM1
of Core Strategy.

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

Site Waste Management Plan dated 27-03-17,
Environmental Management Plan dated 27-03-17, as amended by
Kampus Construction Management Plan Revision C and appendices C,F and L
received by MCC on 25-05-17

Reason - To prevent detrimental impact on the amenity of nearby residents and in the interests of local amenity in order to comply with policies SP1 and DM1 of the Core Strategy

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

Site Investigation Factual Report, Kampus, Manchester, ECUS, Reference.

AL/8080/160824/SI, Dated. September 2016

- o Buildings Civils Ground Design Note (BCG_DN-001), Kampus, Aytoun Street, Buro Happold Engineering, Reference 034592, Dated 26 May 2017

- o Ground Contamination Design Note (BCG_DN_002), Kampus, Aytoun Street, Buro Happold, Reference 034592, Dated 31 May 2017

- o Performance Specification - Gas membrane, Kampus, Buro Happold, Reference: 034592, Dated 11 April 2017

Tim O'Hare Associated Soil Analysis Report 30-07-21;

Topsoil Test Certificate Job Number - 20-16818,

ROOTSPACE SOIL SPECIFICATION,

Soil depth photos stamped as received on 20-07-21,

Analytical Report Number - 20-16818, 20-16814, and 20-18771; and

Dwg 1703-EXA-00-GF-DR-L-402 Rev D, 1703-EXA-00-GF-DR-L-401 Rev D and 1703-EXA-DD-GF-DR-L-300 REV D

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

9) The development shall be implemented in accordance with the Post-completion Energy and Environmental Standards Statement October 2021 by TUV

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

10) The development shall operate on the basis of implementation and ongoing requirements of the Secure by Design Certificate dated 15th September 2021

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

11) The development shall be implemented on the basis of the following

dwg KAM-BHE-XX-XX-CR-C-0303-T02

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

12) The Archeological Investigations and dissemination must comply with the following

Block C (Phase 1) will be completed by 09.06.2017 and the works associated with Block F (Phase 2) will be completed by the 04.08.2017 as shown on dwg MC10208 Fig 2 Location of Watching Brief Area April 2017; and

Mount Anvil Archaeological Watching Brief dated October 2017, Steve Hodgson's e-mail dated 08-01-18 and the attached borehole logs and plan showing locations

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

GMAAS will continue to monitor the implementation of the archaeological programme set out in the agreed Wintertree Software Inc. on behalf of Manchester Planning Authority

13) Suds Block C: Implementation, maintenance and management of the sustainable drainage scheme shall be based in perpetuity in accordance with the following and the scheme shall be implemented and thereafter managed and maintained in accordance with the approved details.

- *Drainage strategy drawing - Block C;

- *Drainage installation verification photos;

- *Site-wide drainage check installation reports and photos 486-M001, 486-M0011, Drainage installation.pdf, 486-D001-D002, 486-D002-photos, 486-D003-D004-D005, 486-D006-D007, 486-M001-MHF30-MHS1.0, 486-S001, Block-C-drainage-strategy-mark-up;

- *As Built Drainage - Email confirmation that the drainage is installed in accordance with the approved drainage plans attached; 13-SUDS-email-confirmation-SK.pdf;

- *Drainage Adoption - Email confirmation that all relevant third party acceptance and adoption records were submitted with the original planning application - 13-SUDS-email-confirmation-SK.pdf; and

Shane Kelly's e-mail 13-12-19 in relation to C13 SUDS;

all as amended by

Connection photos stamped as received on 26-08-21;

Photo's stamped as received on 10-08-21;

Dwgs KAM-BHE-XX-XX-DR-C-0301, KAM-BHE-XX-XX-DR-C-0300, KAM-BHE-XX-XX-DR-C-0303 C05 and KAM-BHE-XX-XX-DR-C-0376 REV C03;

Application for Ordinary Watercourse Land Drainage Consent;

ATTENUATION TANK 1 DETAIL stamped as received on 03-08-21;

Buro Happold's e-mail dated 15-08-21;

SUDS Operation and Maintenance Plan e-mail 26-08-21; and TBC

Kampus SW Drainage Strategy Calculations

and on the basis of ongoing compliance with the following:

Kampus Sustainable Urban Drainage System (SUDS) December 2021 by Native

For all other Blocks no development hereby permitted shall not 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 - The application site is located within a critical drainage area and in line with the requirements in relation to sustainable urban drainage systems, further consideration should be given to the control of surface water at the site in order to minimise localised flood risk pursuant

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

Site Wide Engineering Notes
 Existing Conditions plan
 Pavement build ups and Kerb Details
 Drainage Strategy General Arrangement Sheet 1
 Drainage Strategy Block C Sheet 2
 Drainage Strategy Existing Tower Sheet 3
 Drainage Strategy Sheet 4
 Foul Drainage Manhole Schedule
 Surface Drainage Manhole Schedule
 Drainage Details Sheet 1
 Drainage Details Sheet 2
 Drainage Details Sheet 3
 Drainage Details Sheet 4
 Indicative Petrol Interceptor Detail
 Shooters Brook Connection Manhole Detail
 Stage 3 External Infrastructure and Drainage Specification
 Stage 3 Civils Design Strategy Report
 Indicative flood routing plan
 Attenuation Assessment

And subject to the following:

As the outfall will be discharging into the Shooters Brooks, a land drainage consent should be obtained from Manchester City Council prior to construction:

http://www.manchester.gov.uk/downloads/download/5567/land_drainage_consent_and_guidance.com

With regards to overland flow routes, only 50mm buffer zone in height is provided in front of units 1A and 2A. Any blockage of capacity exceedance in inlet drainage structures could pose flood risk to these units. Local mitigation measures need to be in places for such situations.

Reason - To prevent the increased risk of flooding and to ensure the future maintenance of the surface water drainage system, pursuant to policy EN8 of the Manchester Core Strategy.

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

Kampus Employment & Skills Plan March 17th

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

16) The landscaping scheme shall be implemented in accordance with the following

(a) Details of the proposed hard landscaping materials,

Dwgs 1703-EXA-00-GF-DR-L-100 Rev A, -101, 110,111,112,113,114,115, 200 Rev A, 201 Rev A, 202 Rev A, 203 Rev A, 204 Rev A, 205, 362, 500 Rev A, 501 Rev A, 502 Rev A, 503, 504, 505, 506, 507, 508 Rev A, 509, 510, 511, 512, 513, 514, 515, 516 and 1703-EXA-00-GF-DR- ZZ-L-361

(b)Details of the materials, including natural stone or other high quality materials to be used for the footpaths and for the areas between the pavement and the line of the proposed building

Dwgs 1703-EXA-00-GF-DR-L-100 Rev A, -101, 110,111,112,113,114,115, 200 Rev A, 201 Rev A, 202 Rev A, 203 Rev A, 204 Rev A, 205, 362, 500 Rev A, 501 Rev A, 502 Rev A, 503, 504, 505, 506, 507, 508 Rev A, 509, 510, 511, 512, 513, 514, 515, 516 and 1703-EXA-00-GF-DR- ZZ-L-361

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

Dwgs 1703-EXA-00-GF-DR-L-100 Rev A, -101, 110,111,112,113,114,115, 200 Rev A, 201 Rev A, 202 Rev A, 203 Rev A, 204 Rev A, 205, 362, 500 Rev A, 501 Rev A, 502 Rev A, 503, 504, 505, 506, 507, 508 Rev A, 509, 510, 511, 512, 513, 514, 515, 516 and 1703-EXA-00-GF-DR- ZZ-L-361

(d) Details of measures to create potential opportunities to enhance and create new biodiversity within the development to include bat boxes and brick, bird boxes and appropriate planting,

(e) Details of the proposed street furniture including seating, bins and lighting;

Drawing numbered 1703-EXA-00-GF-DR-L-312 Rev A planter details, 1703-EXA-00-GF-DR-L-313 Rev A bench, looper rack and bollard details, 1703-EXA-00-GF-DR-L-100 Rev O - drawing showing location of street furniture,
Product-sheet-642-900-6010-grass-green, Product-sheet-642-900-vestre-vroom-7021-black-grey - bin product sheets with material/ colour description e mail-bin-details1 - email containing bin details and photograph
External lighting location plan and luminaires: 4006-BAF-ZZ-00-DR-E-63-012 C06, 4006-BAF-ZZ-00-DR-E-63-013 C03, 4006-BAF-ZZ-00-DR-E-63-014 C03, and
Luminaires data sheets: Ref A - KOS 30501-1 4 13, Ref A1 - KOS 20523-3 1.13
Ref B - Prettus XTP, Ref C,H, I - LED Tape and Extrusion 24V IP65, Ref D and J - Harm G, Ref F - Jory Flood S and Ref G - Jory Flood S

Within 3 months of this consent the following details shall be submitted to and approved in writing by the City Council as Local Planning Authority

(f) Details of external steps and handrails;

(g) the detailed design solution for the canal edge and existing boundary wall, landscape and boundary treatment to secure attractive views into and from the development of the canal. (Previously j)

(h) the provision of facilities to encourage boating activity in the area within the development (Previously h)

The approved details shall be implemented as necessary in full within 3 months of approval.

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 R1.1, I3.1, T3.1, S1.1, E2.5, E3.7 and RC4 of the Unitary Development Plan for the City of Manchester and policies SP1, DM1, EN1, EN9 EN14 and EN15 of the emerging Core Strategy.

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

*Lighting layout drawings/ reports relating to site-wide external lighting scheme: 4006-BAF-ZZ-00-DR-E-63-012_C03, 4006-BAF-ZZ-01-DR-E-63-013 C02, 4006-BAF-ZZ-02-DR-E-63-014 C02 and 20191114 - Kampus - External Lighting Design - Rev09, Technical Note - Kampus External Lighting

*Chapman Taylor Architects drawings indicating location and lighting details: C049KAM-CTA-F0-XX-DR-A-07100, C049KAM-CTA-F0-01-DR-A-35201, C049KAM-CTA-F0-00-DR-A-35200, C049KAM-CTA-E0-XX-DR-A-07100, C049KAM-CTA-C0-ZZ-DR-A-07100 and C049KAM-CTA-C0-01-DR-A-35101;

*Spurlite Kampus - REV09 External Lighting 14-11-19, Kampus - External Lighting, 8th November 2019, Revision: 01 Reference: 4006-BAF-X-XX-TN-MEP-(xx)-001, Dwg 4006-BAF-ZZ-00-DR-E-(63)-012 Rev C05 and the Site 1 Horizontal illuminance document Kampus Rev 09 14-11-19; and

*Dwg 4006-BAF-ZZ-00-DR-E-(63)-012 Rev C05

Reason

To ensure that the development makes a positive contribution to the quality of the Rochdale Canal and to aid in the improvement of Crime and Disorder issues in these areas pursuant to Core Strategy Policies EN9 and DM1.

18) The development shall be managed on an ongoing basis in accordance with the following:

Kampus, Residential Management Strategy, January 2021

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

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

Lighting layout drawings/ reports relating to site-wide external lighting scheme. 4006-BAF-ZZ-00-DR-E-63-012_C03, 4006-BAF-ZZ-01-DR-E-63-013 C02, 4006-BAF-ZZ-02-DR-E-63-014 C02 and 20191114 - Kampus - External Lighting Design - Rev09, Technical Note - Kampus External Lighting

Chapman Taylor Architects drawings indicating location and lighting details C049KAM-CTA-F0-XX-DR-A-07100, C049KAM-CTA-F0-01-DR-A-35201, C049KAM-CTA-F0-00-DR-A-35200, C049KAM-CTA-E0-XX-DR-A-07100, C049KAM-CTA-C0-ZZ-DR-A-07100 and C049KAM-CTA-C0-01-DR-A-35101,

Block C - Electrical services/ lighting layout drawings 4006-BAF-C-14-DR-E-62-070, 4006-BAF-C-14-DR-E-62-071 and 4006-BAF-C-15-DR-E-63-006C06;

Block E - Electrical services/ lighting layout drawings 4006-BAF-E-13-DR-E-62-045 C02, 4006-BAF-E-13-DR-E-62-047 P02, 4006-BAF-E-13-DR-E-62-061 C02, 4006-BAF-E-ZZ-DR-E-62-043 C02, 4006-BAF-E-ZZ-DR-E-62-046 C01 and 4006-BAF-E-ZZ-DR-E-62-063 C03,

Block F Electrical services/ lighting layout drawings 4006-BAF-F-13-DR-E-63-007 C02, 4006-BAF-F-14-DR-E-62-045, 4006-BAF-F-14-DR-E-62-046, 4006-BAF-F-14-DR-E-62-047, 4006-BAF-F-14-DR-E-63-008 C03 and 4006-BAF-F-15-DR-E-63-009 C02;

Spurlite Kampus - REV09 External Lighting 14-11-19, Kampus - External Lighting, 8th November 2019, Revision. 01 Reference 4006-BAF-X-XX-TN-MEP-(xx)-001, Dwg 4006-BAF-ZZ-00-DR-E-(63)-012 Rev C05 and the Site 1 Horizontal illuminance document Kampus Rev 09 14-11-19

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

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

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

21) The development shall operate on the basis of ongoing compliance with the following.

Kampus Manchester, KAMPUS, Manchester City Centre , Travel Plan, February 2021

Reason - To assist promoting the use of sustainable forms of travel , pursuant to policies SP1, T2 and DM1 of the Core Strategy and the Guide to Development in Manchester SPD (2007).

22) (a) The development shall be carried out in accordance with the recommendations in Sandy Browns Acoustic Report dated 21 July 2016 and in line with comments from included in the Deloitte Kampus (Main Scheme) - Schedule of Consultee Comments July 2016 in relation to NSE1 and as verified by the SANDY BROWN 20 August 2020, Kampus, New Build & Tower Assessment of internal noise levels to discharge Planning condition 22 Report the condition is fully discharged

(b) Prior to the first use of the commercial units, a scheme of acoustic insulation shall be implemented for the commercial units in accordance with the noise assessment prepared by Sandy Brown and the note from Deloitte stamped as received by the City Council, as Local Planning Authority, on the 21 July 2016 and 12 August 2016 respectively. The approved scheme shall be retained and maintained for as long as the development remains in use and any non compliance suitably mitigated in accordance with an agreed scheme prior to occupation

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

23) The development shall be managed on an ongoing basis with the following. Kampus Parking Management Strategy January 2021

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

24) Externally mounted ancillary equipment associated with the residential development shall comply with the following:

Sandy Brown Kampus, New Build & Tower, Planning discharge report for condition 24a 04 -08 20

Prior to occupation of each of the commercial uses a scheme of acoustic insulation for any externally mounted ancillary equipment associated with that unit to ensure that it achieves a background noise level of 5dB below the existing background (La90) in each octave band at the nearest noise sensitive location shall be submitted to and approved in writing by the City Council as local planning authority in order to secure a reduction in the level of noise emanating from the equipment. The approved scheme shall be implemented prior to occupancy and shall remain operational thereafter

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

25) Fume extraction to the Bungalow Unit shall be implemented in accordance with the following:

(a) Information in relation to operation of the Bungalow and type of cooking within the space contained in Rochelle Silverstein's e-mails dated 5th, 13th and 19th December,

(b) Kitchen Ventilation System Dwgs and technical information dated 17-12-19, and

(c) Use of Longar Type 2 HE75 High Performance 75 Grease Efficiency Baffle Filter_LR[3][1].pdf

Fume extraction to the residential units shall be implemented in accordance with the following:

Dwgs DR-M-(50)-002 REV C01, DR-M-(50)-004 REV C02, DR-M-(50)-044 REV C04, DR-M-(68)-004 REV C01, DR-M-(68.5)-001 REV C01, DR-M-(68.5)-001 REV C01, DR-M-(68.5)-002 REV C01, DR-M-(68.5)-002 REV C01, DR-M-(68.5)-003 REV C01, DR-M-(68.5)-003 REV C01, DR-M-(68.5)-005 REV C01, DR-M-(68.5)-006 REV C01, SM-M-(57)-007 REV C01, SM-M-(68.5)-007 REV C02, SM-M-(68.5)-008 REV C02, SUMMARY FAN DATA SHEET and MVHR Apartment Flow Rate Calculations Sheet.

Final details of the method of extraction of any fumes, vapours and odours from each of the A3 /A4 commercial units (Excluding the Bungalow);

shall be submitted to and approved in writing by the City Council as local planning authority prior to occupation of each use / A3 / A4 commercial unit. The details of the approved scheme shall be implemented prior to occupancy and shall remain in situ whilst the use or development is in operation.

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

26) The commercial units can be occupied as A1, A2, A3, A4, B1,D1 (nursery and crèche, clinic and health centre, art gallery only) or D2 (Gymnasium, indoor sport and recreation only).

Reason - To safeguard the amenities of the occupiers of nearby residential accommodation, pursuant to Core Strategy policies DM1 and saved Unitary Development Plan policies DC26.1 and DC26.5

27) In relation to the commercial units the signage and outside seating strategies shall be implemented in accordance with the following:

Outside Furniture- Kampus Strategy by Native stamped as received on 12-02-24 and the Commercial Signage Guide Update January 2024, Kampus Manchester Commercial Units Sign Zoning Block C,E and F and Signage Strategy - Kampus by Native all stamped as received on 12-02-24

Reason - In the interests of visual amenity to enable careful attention to signage details and the level of visual clutter associated with any external seating is required to protect the character and appearance of this building in accordance with policies SP1 and DM1 of the Core Strategy

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

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

29) Refuse management to the commercial units shall be implemented on an ongoing basis in accordance with the following:

Waste Management Strategy - Kampus by Native stamped as received on 12-02-24;

Unit 8 Ground Floor Plan stamped as received on 12-02-24, and

Refuse Store Plan A 02 stamped as received on 12-02-24

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

30) Notwithstanding the TV reception survey, by Taylor Brothers dated 23rd February 2016 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 Core Strategy Policies DM1 and SP1

31) The servicing arrangements shall be implemented in accordance with the following on an ongoing basis:

Kampus Servicing Management Strategy November 2021 the condition is discharged

Reason - In interests of highway safety pursuant to Policy DM1 of the Core Strategy

32) Deliveries, servicing and collections, including waste collections shall not take place outside the following hours

07:30 to 20:00 Monday to Saturday

10:00 to 18:00 Sundays and Bank Holidays

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

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

Reason - In the interest of visual amenity pursuant to Core Strategy Policies Dm1 and SP1.

34) No infiltration of surface water drainage into the ground on land affected by contamination is permitted other than with the express written consent of the local planning authority, which may be given for those parts of the site where it has been demonstrated that there is no resultant unacceptable risk to controlled waters. The development shall be carried out in accordance with the approval details

Reason

To prevent pollution of controlled waters from potential contamination on site. The site is located in a sensitive location with respect to controlled waters on the site and in close proximity to the site. Infiltration methods on contaminated land carries groundwater pollution risks and may not work in areas with a high water table. Where the intention is to dispose to soakaway, these should be shown to work through an appropriate assessment carried out under Building Research Establishment (BRE) Digest 365 pursuant to Section 11 of the National Planning Policy Framework and policy EN18 of the Core Strategy.

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

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

36) The development hereby approved shall include for full disabled access to be provided to the main Aytoun Street and Minshall Street residential entrances to the floors above

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

37)

Informatives

Building Regulations 2010

This permission does not grant approval under Building Regulations.

Street Naming & Numbering Requirements

Manchester City Council is responsible for allocating street naming and numbering within Manchester for new developments or property conversions. Individuals or businesses are not permitted to allocate their own property numbers, building or street names.

If your development includes the creation of new dwellings (either new build or conversion of existing buildings), creation of new commercial properties or the subdivision of existing properties you must ensure that you request new or changes to addresses through us so they can be officially allocated and registered in accordance with the Public Health Act 1925 Sections 17-19 & Greater Manchester Act 1981 Section 22.

Failure to do this may result in difficulties for the developer/occupier when requiring services such as connections to utilities, phone lines and postal services and may delay your development.

You can apply online at the following address:

http://www.manchester.gov.uk/info/100011/roads_parking_and_transport/1988/naming_and_numbering_of_houses_buildings_streets_and_roads/2

Mining Information

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

DRAFT DECISION

Date:

Notes

1. This permission refers only to that required under the Town and Country Planning Act 1990 does not include any consent or approval under any other enactment, byelaw, order or regulation.

2 If the applicant is aggrieved by the decision of the local planning authority to refuse permission or approval for the proposed development, or to grant permission or approval subject to conditions, they may appeal to the Secretary of State in accordance with Section 78(1) of the Town and Country Planning Act 1990 within six months of the date of the notice of the decision.

The Planning Inspectorate have introduced an online appeals service that can be used to make appeals online. This service is available through the gov.uk website – www.gov.uk/appeal-planning-decision The Inspectorate will publish details of your appeal on the internet. Alternatively If you are unable to access the online appeal form, please contact the Planning Inspectorate to obtain a paper copy of the appeal form on tel: 0303 444 5000.

The Secretary of State has power to allow a longer period for the giving of a notice of appeal but they will not normally be prepared to exercise this power unless there are special circumstances that excuse the delay in giving notice of appeal.

If you intend to submit an appeal that you would like examined by inquiry then you must notify the City Council (planning@manchester.gov.uk) and the Planning Inspectorate (inquiryappeals@planninginspectorate.gov.uk) at least 10 days before submitting the appeal. Further details are on GOV.UK.

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

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

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

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

Appendix A



The Coal
Authority

STANDING ADVICE - DEVELOPMENT LOW RISK AREA

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

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

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

SCHEDULE 3

THE OWNER'S COVENANTS

The Owner hereby covenants with the Council as follows

- 1 To pay to the Council the Off-Site Tree Contribution on or prior to the date of this Agreement

SCHEDULE 4
THE COUNCIL'S COVENANTS

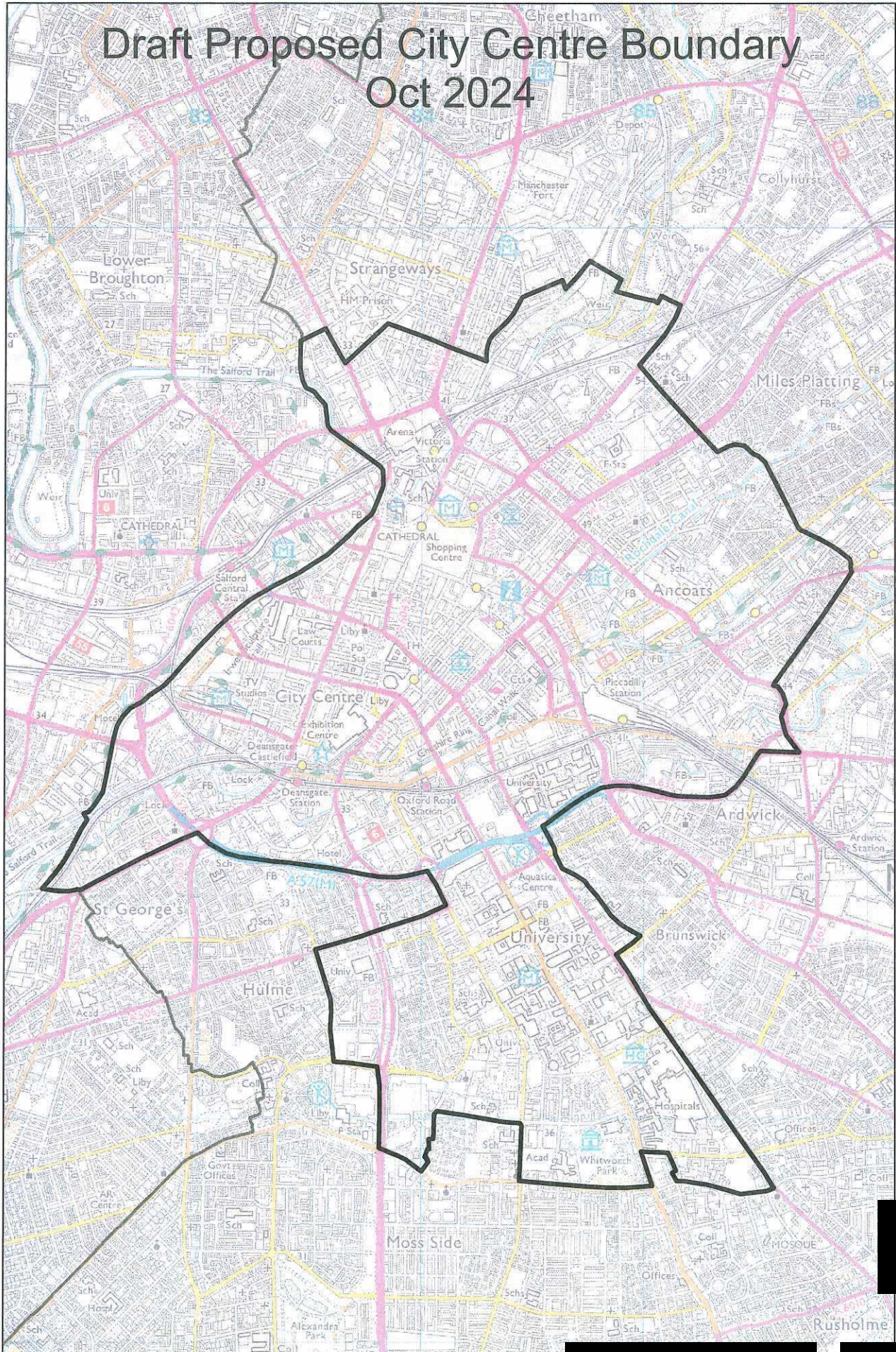
The Council hereby covenants with the Owner as follows

- 1 To use the Off-Site Tree Contribution towards the provision of off-site tree planting within the City Centre Boundaries 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
- 3 In the event that any part of the Off-Site Tree Contribution paid to the Council has not been spent by the Council within ten (10) years of the date on which the Off-Site Tree Contribution was paid to the Council the Council shall on the written request of the Owner repay to the party/person which paid the Off-Site Tree Contribution such unspent balance (excluding any such sums in respect of which though not yet expended the Council has contractually committed to expend) together with interest on that balance calculated from the date of payment to the Council to the date of repayment
- 4 To issue the Planning Permission within 2 Working Days of the date hereof

SCHEDULE 5

Draft Proposed City Centre Boundary Oct 2024

Draft Proposed City Centre Boundary Oct 2024



THE COMMON SEAL of THE COUNCIL OF THE

CITY OF MANCHESTER was hereunto affixed in

pursua [REDACTED] e said City:



Authorised Signatory

01128076

Executed as a deed by **DEANS GATE S.A.R.L.**

a company incorporated in Luxembourg

acting by [**Arjan KIRTHI SINGHA**
Manager] and [**Matias DEMANT**
Manager]

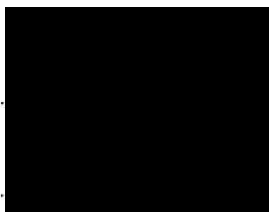
who, in accordance with the laws of that territory, are acting under the authority of the company:

Signature in the name of the company

Signature of:

[**Arjan KIRTHI SINGHA**
Manager] ...

[**Matias DEMANT**
Manager] ...



Authorised Signatories

EXECUTED as a DEED by **SITUS ASSET MANAGEMENT LIMITED** [Mortgagee]

acting by a director

DIRECTOR

Signature: [REDACTED]

Name (in block capitals) PAUL HARRINGTON

IN THE PRESENCE OF

Signature



Name (in block capitals)

DAVID ENGLUND

Address by [

]

10th Floor, 25 North Colonnade
London E14 5HZ