

DATED 11 February 2024/5

THE COUNCIL OF THE CITY OF MANCHESTER

– and –

KMM HOMES LTD

- and -

KMM LIVING LTD

– and –

PMJ CAPITAL LIMITED

AGREEMENT

**pursuant to section 106 of the Town and
Country Planning Act 1990 (as amended)
relating to Openshaw A E U Club 14 Club Street, Manchester, M11 1NF**

City Solicitor
P O Box 532
Town Hall
Albert Square
Manchester M60 2LA
L/AF/ EVD3001/3952

THIS AGREEMENT is made the 11 day of February 2024/5

BETWEEN:

- (1) **THE COUNCIL OF THE CITY OF MANCHESTER** of Town Hall, Albert Square, Manchester, M60 2LA (the “**Council**”),
- (2) **KMM HOMES LTD** (incorporated in England and Wales with company number 10630497) whose registered office is at 239 Mossley Road, Ashton-Under-Lyne, Manchester, England, OL6 6LN (the “**Developer**”),
- (3) **KMM LIVING LTD** (incorporated in England and Wales with company number 14728907) whose registered office is at 239 Mossley Road, Ashton-Under-Lyne, Manchester, England, OL6 6LN (“**Owner**”)
- (4) **PMJ CAPITAL LIMITED** (incorporated in England and Wales with company number 09485153) whose registered office is at Atria Spa Road, Bolton, BL1 4AG (“**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 Site is situated within the Administrative Boundaries of Manchester and this planning obligation is enforceable by the Council.
- B The Owner is the freehold owner of the Site subject to pending registration at HM Land Registry with Title Absolute under Title Numbers MAN384643, GM51945, GM5407 and GM209512 together with but subject to all matters contained or referred to in the Title Registers thereunder.
- D The Mortgagee is interested in the Site by virtue of a legal charge dated 31 October 2024 pending registration with HM Land Registry.
- E The Developer submitted an application 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.
- F 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.
- G The Council has determined that in order to comply with the Core Strategy the Development should provide on-site Affordable Housing. In addition, a Contribution towards the cost of a replacement bowling green.

- H The Owner have 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
- I The planning purpose of this Agreement is to improve the amenity of land in the locality of the Site with benefit for the occupiers of the Development and to mitigate the adverse impacts of the Development in accordance with the development plan for the area and other material considerations The Council is satisfied that the obligations in this Agreement are,
- (a) necessary to make the Development acceptable in planning terms (including where appropriate, obligations necessary to mitigate the adverse impacts of the Development in accordance with the development plan for the area and other material considerations),
 - (b) directly related to the Development, and
 - (c) fairly and reasonably related in scale and kind to the Development

AGREED TERMS

DEFINITIONS AND INTERPRETATION

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

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

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

“Affordable Housing” affordable housing as defined in Annex 2 of the NPPF (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,

“Affordable Housing Monitoring Statement” a statement to be provided annually by the Owner to the Council setting out the Owner’s approach to letting the Affordable Housing Units, the ongoing status of such units and a report setting out how the Owner is meeting the Affordable Housing Scheme requirements

“Affordable Housing Scheme” a written scheme to be submitted to and approved in writing by the Council for the provision of Affordable Housing Units on the Site detailing the matters referred to within paragraph 3 of Schedule 3 of this Agreement

“Affordable Housing Units” 20% (twenty percent) of the total number of Dwellings, those Dwellings which shall be designated as Affordable Private Rent Housing under the Affordable Housing Scheme submitted by the Owner and approved by the Council and in accordance with the Planning Permission provided that those Dwellings shall (subject to paragraph 3 of Schedule 3) not be less than 5 (five) Dwellings in total number and “Affordable Housing Unit” shall be construed accordingly

"Affordable Private Rent" a rent of at least of at least 20% below Market Rent (including any service charges where applicable) for the relevant rental market area

"Affordable Private Rent Housing" build to rent housing which will be let by the Owner as Affordable Housing for the lifetime of the Development at the Affordable Private Rent

"Agreement" shall mean this agreement,

"Application" the application to which the Council gave the reference 133036/OO/2022 for outline planning permission for proposed redevelopment of the Site, incorporating demolition of existing buildings and structures and construction of up to 25 new residential dwellings (houses or flats) (Use Class C3), with parking, associated landscaping and infrastructure, with approval of siting and access sought,

"Commencement of Development" the date upon which the Development shall begin by the carrying out of a material operation in accordance with the provisions of section 56(4) of the Act PROVIDED THAT any works of or associated with demolition, site clearance, remediation works, ground investigations, 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

"Contribution" means the sum of two hundred and eight six thousand, one hundred and twenty four pounds (£286,124) Index Linked,

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

"Development" the development undertaken on the Site pursuant to the Planning Permission and **"Developed"** 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 relevant post-qualification experience

"Index Linked" adjusted in accordance with the following formula

Amount payable = the payment specified in this deed x (A/B) where

A= the figure for the Retail Price Index (All Items) that applied immediately preceding the date the payment is due

B= the figure for the Retail Prices Index (All Items) that applied when the index was last published prior to the date of this Agreement

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,

" Market Rent " is as defined by RICS (or such successor or replacement organisation) which is the estimated amount for which an interest in real property should be leased on the valuation date between a willing lessor and willing lessee on appropriate lease terms in an arm's length transaction, after proper marketing and where the parties had each acted knowledgeably, prudently and without compulsion,

"Management Fee" shall mean 15% of the planning application fee which equates to four hundred and eighty five pounds and ten pence (£485 10) to be used for the purpose of monitoring and reporting on the delivery of this Agreement and the Planning Obligations contained herein,

"NPPF" the National Planning Policy Framework dated December 2023 being the framework setting out the Government's planning policies for England and how these are expected to be applied as may be amended or any replacement of the same

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

"Plan" the plan attached to the Agreement at Schedule 5,

"Planning Obligations" shall mean the obligations of the Owner specified in the Schedule 3,

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

"Qualifying Persons" means parties eligible for the Affordable Housing Units shall meet a specified criterion Which shall include but which may not be exhaustive

- a) Any person or persons born within 5 kilometres of the Site,
- b) Any person or persons born within 5 kilometres of the Site that has had to move away from the area due to lack of affordable homes,
- c) Any person or persons that has immediate family within 5 kilometres of the Site (Mother, father, brother, sister), that wishes to move back to the area but following means testing, requires an affordable home, and
- d) Any person or person that works within 5 kilometres of the Site and has been

employed at that location for a minimum of 2 years, but whom (following means testing) requires and affordable house in order to live close to their place of work

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

“Statutory Undertaker” means any public gas transporter, water or sewerage undertaker, electricity supplier or public telecommunications operator

“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 1, 4, 9, 11, 15, 17, 18, 19, 20 and ~~21~~ which shall have immediate effect

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

5 THE OWNER'S COVENANTS

5 1 The Owner on their behalf and any persons 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 their part contained in this Agreement including those obligations set out in Schedule 3 and hereby agrees that the Site shall be 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, the Developer and the Owner otherwise agree be referred to an Expert to be appointed by agreement between the Council, the Developer and the Owner

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

7 3 Any reference of a dispute to an Expert shall if the parties are agreed in writing be deemed to be a reference to an expert (and not to an arbitrator) whose decision shall be final and binding (save for fraud or manifest error)

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

7 5 Any Expert appointed shall be subject to the express requirement that a decision shall be reached and communicated to the relevant parties within the minimum practical timescale allowing for the nature and complexity for the dispute and in any event no more than 20 Working Days after receiving the parties' submissions or representations

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 written notice within 20 Working Days of any change in ownership of any of its interest in the Site (save for in respect of individual Dwellings) 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 or that part of the Site in relation to which such breach occurs 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 pre-existing breach, non performance or non observance be remedied after that person has parted with its interest in the Site

9 3 This Agreement shall not be binding on

9 3 1 any Statutory Undertaker

9 3 2 owners or occupiers of individual Dwellings (or their respective mortgagees or successors in title)

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 thereon and thereafter cancel all related entries in the register of local land charges

11 3 The reasonable and properly incurred costs of cancellation pursuant to clause 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, Developer and the Mortgagee respectively at their last known addresses unless the Owner or the Developer or the Mortgagee shall have notified the parties of an alternative address in writing

15 FEES

15 1 The Owner shall pay forthwith to the Council its legal fees reasonably and properly incurred in preparation of this agreement to a maximum of £5,000,

15 2 Receipt by the Council of the payment of such sum shall not create any lawyer-client type contractual relationship between the Council and the Owner nor absolve the Owner from any liability or obligation imposed upon them by the terms of this Agreement or by statute or at common law

16 INTEREST

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

17 JURISDICTION

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

18 COMPLETION

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

19 MORTGAGEE

19 1 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

19 2 Notwithstanding clause 19 1, the Mortgagee will not incur any liability for any breach of the obligations contained in this Agreement unless and until they become a mortgagee in possession of the Site or any part of it

19 3 Any mortgage or charge created over the Site following completion of this Agreement shall take effect subject to it PROVIDED THAT the mortgagee or chargee in such circumstances shall have no liability for any breach of this Deed unless committed at a time when the mortgagee or chargee is in possession of the Site

20. DEVELOPER

20 1 The Developer is a party to this Agreement to acknowledge the obligations herein but shall not be liable for the obligations unless or until it has a legal freehold or leasehold interest in the Site

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

SCHEDULE 1

The Site

Land at 14 Club Street, Manchester, M11 1NF and shown for the purposes of identification only edged red on the Plan

SCHEDULE 2

Draft Planning Permission

Town & Country Planning Act 1990 (as amended)

Planning Permission

Applicant

Mr K Murphy
KMM Homes Ltd
C/o Agent

Agent (if used)

Mrs Carol Clarke
Bramhall Town Planning Ltd
3 Darwin Grove
Stockport
SK7 2DS

Part 1 – Particulars of the application/development

Proposal: Outline application for proposed redevelopment of the former A.E.U Club, incorporating demolition of existing buildings and structures and construction of up to 25 new residential dwellings (houses or flats) (Use Class C3), with parking, associated landscaping and infrastructure, with approval of siting and access sought

Location: Openshaw A E U Club , 14 Club Street, Manchester, M11 1NF

Date of application: 4 April 2022

Application number: 133036/OO/2022

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 proactive manner based on seeking solutions to problems arising in relation to dealing with the planning application. In this case, officers engaged in pre-application discussions with the applicant's agent, which established the parameters of the development and identified pertinent material considerations. These discussions informed the subsequently submitted planning application. Further discussions during the consideration of the planning application, resulted in the submission of supplementary information that demonstrated that the magnitude of development could be accommodated within the site. Discussions also informed the content of the related s106 agreement. The submitted and supplementary details allow the satisfactory assessment of the development.

Condition(s) attached to this decision

1) Applications for approval of reserved matters must be made not later than the expiration of three years beginning with the date of this permission. The development must be begun not later than the expiration of two years from the final approval of the reserved matters or, in the case of approval on different dates, the final approval of the last such matters to be approved.

Reason - Required to be imposed pursuant to Section 92 of the Town and Country Planning Act 1990.

2) Approval of the details of appearance, landscaping and scale (hereinafter called "the reserved matters") shall be obtained from the local planning authority in writing before any development is commenced.

Plans and particulars of the reserved matters shall be submitted in writing to the local planning authority and shall be carried out as approved.

Reason - To ensure the satisfactory development of the site and because this application is in outline only.

3) The development hereby approved shall be carried out in accordance with the following drawings and documents stamped as received by the City Council as local planning authority on 23 February 2022, 4 April 2022 and 1 July 2022:

Application forms for outline planning permission (amended by email from Bramhall Planning reducing the number of proposed residential units to 25 dated 1 July 2022)

Site location plan Ref: BG-EWA-ZZ-ZZ-DR-A-70401 Rev. P0

Access plan Ref: BG-EWA-ZZ-ZZ-DR-A-70402 Rev. P0

Parameters plan Ref: BG-EWA-ZZ-ZZ-DR-A-70405 Rev. P2

Siting plan Ref: BG-EWA-ZZ-ZZ-DR-A-70406 Rev. P3

Streetscene - Backwell Street Ref: BG-EWA-ZZ-ZZ-EL-A-70404

Design and Access Statement: Residential development of the land at Openshaw AEU Club, Club Street, Manchester, M11 1NF on behalf of KMM Homes dated February 2022

Planning Statement by Bramhall Planning dated February 2022 (amended by email from Bramhall Planning reducing the number of proposed residential units to 25 dated 1 July 2022)

Land off Backwell Street, Manchester Transport February 2022 by Mode Ref: J326863 Version 1.0

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 for the City of Manchester.

4) The development shall be implemented in accordance with the parameters of height and scale as detailed on drawings referenced Parameters plan Ref: BG-EWA-ZZ-ZZ-DR-A-70405 Rev. P2:

- i) No houses shall exceed 2.5 storeys in height;
- ii) No apartment block shall exceed 3 storeys in height.

Reason - To safeguard the amenities of the occupiers of occupiers of nearby residential properties pursuant to policies SP1 and DM1 of the Core Strategy for the City of Manchester and saved policy DC26 of the Unitary Development Plan.

5) Before the commencement of above ground construction works, samples and specifications of all materials to be used on all external elevations of the development have been submitted to and approved in writing by the City Council as local planning authority. The development shall be fully implemented in accordance with the approved details, which shall be maintained in situ thereafter.

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 for the City of Manchester.

6) Before the commencement of the development, a detailed demolition and construction management plan outlining working practices during development shall be submitted to and approved in writing by the local planning authority, which for the avoidance of doubt should include:

- i. Display of an emergency contact number;
- ii. Confirmation of construction working hours;
- iii. Details of wheel washing;
- iv. Compound locations where relevant;
- v. Location, removal and recycling of waste;
- vi. Routing strategy and swept path analysis;
- vii. Parking of staff and construction vehicles;
- viii. Sheeting over of construction vehicles;
- ix. Dust suppression measures.

Development shall be carried out in accordance with the approved construction management plan upon commencement of authorised works.

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

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

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

The measures for investigating the site identified in the Site Investigation Proposal shall be carried out, before the development commences and a report prepared outlining what measures, if any, are required to remediate the land (the Site Investigation Report and/or Remediation Strategy) which shall be submitted to and approved in writing by the City Council as local planning authority.

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

In the event that ground contamination, groundwater contamination and/or ground gas, not previously identified, are found to be present on the site at any time before the development is occupied, then development shall cease and/or the development shall

not be occupied until, a report outlining what measures, if any, are required to remediate the land (the Revised Remediation Strategy) is submitted to and approved in writing by the City Council as local planning authority and the development shall be carried out in accordance with the Revised Remediation Strategy, which shall take precedence over any Remediation Strategy or earlier Revised Remediation Strategy.

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

8) No development shall take place until surface water drainage works, designed in accordance with Non-Statutory Technical Standards for Sustainable Drainage Systems (March 2015) or any subsequent replacement national standards, have been submitted to and approved in writing by the Local Planning Authority.

Reason: To promote sustainable development, secure proper drainage and to manage the risk of flooding and pollution, pursuant to policies EN8 and EN14 of the Core Strategy for the City of Manchester and the guidance within the National Planning Policy Framework.

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:

- i. Verification report providing photographic evidence of construction as per design drawings;
- ii. As built construction drawings if different from design construction drawings;
- iii. 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 policies EN8 and EN14 of the Core Strategy for the City of Manchester and the guidance within the National Planning Policy Framework.

10) Notwithstanding the provisions of the Town and Country Planning (General Permitted Development) Order 2015 (or any order revoking and re-enacting that Order with or without modification) no part of the residential units shall be used for any other purpose (including any other purpose in Class C3 of the Schedule to the Town and Country Planning (Use Classes) Order 1987 as amended by The Town and Country Planning (Use Classes) (Amendment) (England) Order 2015, or in any provision equivalent to that Class in any statutory instrument revoking and re-enacting that Order with or without modification) other than the purpose(s) of C3(a) not precluding occupation by two unrelated people sharing a property.

Reason - In the exceptional circumstances of a proliferation of HMOs restricting housing choice and adversely affecting sustainability and in the interests of residential amenity, to safeguard the character of the area and to maintain the sustainability of the local

community through the provision of accommodation that is suitable for people living as families pursuant to paragraph 7.4 of the Guide to Development in Manchester: Supplementary Planning Document and Planning Guidance, the National Planning Policy Framework and policies SP1 and DM1 of the Core Strategy for the City of Manchester.

11) Notwithstanding the provisions of the Town and Country Planning (General Permitted Development) Order 2015 (or any order revoking and re-enacting that Order with or without modification) no garages, extensions, porches or outbuildings shall be erected other than those expressly authorised by this permission.

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

12) No trees shall be removed other than those identified below and shown in document referenced BS 5837:2012 Arboricultural Impact Assessment - Land off 14 Club Street Report No: 21 February 2022 Report No LTM0293.AIA.P01 (Final) by Lally Tree Management, including Appendix 4 Tree Constraints Plan Ref: LTM0293.AIA.01. No removal or other work to trees and or hedges shall be undertaken in the main bird breeding season (March to July inclusive), unless nesting birds are found to be absent, by a suitably qualified person.

Reason - In the interests of residential amenity and to safeguard local bio-diversity and nature conservation, pursuant to policies SP1, DM1 and EN15 of the Core Strategy for the City of Manchester.

13) Upon commencement of the authorised construction works, the methodology for tree protection shall be fully implemented in accordance with the details of document referenced BS 5837:2012 Arboricultural Impact Assessment - Land off 14 Club Street Report No: 21 February 2022 Report No LTM0293.AIA.P01 (Final) by Lally Tree Management, including measures for the implementation of a cellular confinement system as out in paragraph 2.6.

The erected fencing and ground protection for any retained tree or tree adjacent to the site boundary shall be erected / installed in accordance with the approved plans before any equipment, machinery or materials are brought on to the site for the purposes of the development and shall be maintained throughout the construction period. until all equipment, machinery and surplus materials have been removed from the site. Nothing shall be stored or placed in any area fenced in accordance with this condition and the ground levels within those areas shall not be altered nor shall any excavation be undertaken.

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

14) Before the occupation of the development, the measures for bio-diversity enhancement, as set out in paragraph 5.0 Enhancements and 6.0 Conclusions of document referenced: Preliminary Ecological Appraisal and Nocturnal Surveys for Bats The Fairfield Backwell Street Manchester Ref: P.1503.71 Rev E dated February 2022 shall be fully implemented and maintained in situ at all times thereafter.

Reason - In order to enhance local biodiversity through the provision of wildlife habitats, pursuant to policy EN15 of the Core Strategy for the City of Manchester and the National Planning Policy Framework.

15) Before the commencement of the development, a bat survey shall be undertaken within the application site in accordance with recommendation specified on page 26 (6.0 Conclusions) of the submitted document referenced: Preliminary Ecological Appraisal and Nocturnal Surveys for Bats. The Fairfield, Backwell Street, Manchester Ref: P.1503.21 Rev E dated 18 February 2022. The development shall be implemented in accordance with the approved scheme. If a bat is found all work should cease immediately and a suitably licensed bat worker employed to assess how best to safeguard the bat(s). Natural England should also be informed.

Reason - In order to enhance local biodiversity through the provision of wildlife habitats, pursuant to policy EN15 of the Core Strategy for the City of Manchester and the National Planning Policy Framework.

16) Before the commencement of the development, a scheme shall be submitted to and approved in writing by the City Council of as local planning authority detailing the methodology for the implementation of the hedgehog reasonable avoidance measures as specified on page 25 (5.2 Protected and Notable Species) of the submitted document referenced: Preliminary Ecological Appraisal and Nocturnal Surveys for Bats. The Fairfield, Backwell Street, Manchester Ref: P.1503.21 Rev E dated 18 February 2022. The agreed scheme shall be implemented upon commencement of construction work and maintained in situ at all times during the demolition and construction phases of the development.

Reason - To ensure the protection of habitat of species that are protected under the Wildlife and Countryside Act 1981 or as subsequently amended in order to comply with policy EN15 of the Core Strategy for the City of Manchester.

17) Before the commencement of any earthworks, vegetation removal and / or demolition work, as part of the authorised development, details of the control and avoidance measures that have been and will be applied for the treatment and eradication of Japanese knotweed including the undertaking and provision of regrowth visits shall be submitted to and approved in writing by the City Council as local planning authority. The agreed measures shall be fully implemented as part of the development and until written confirmation is received by the City Council as local planning authority to confirm the eradication of Japanese Knotweed.

Reason - To prevent the spread of Japanese Knotweed which has been found on part of the site and in the interests of residential amenity pursuant to policies SP1, EN18 and DM1 of the Core Strategy for the City of Manchester and the National Planning Policy Framework.

18) Before the commencement of the development, an Environmental Standards Statement shall be submitted to and approved in writing by the City Council as local planning authority, detailing the environmental and sustainable performance of the development, including: measures to secure predicted carbon emissions and the attainment of specified environmental efficiency.

Within 3 months of the completion of the construction of the development a verification statement shall be submitted to and approved in writing, by the City Council as local planning authority, confirming the incorporation of the specified measures at each

phase of the construction of the development, including dated photographic documentary evidence of the implementation and completion of required works.

19) Before the occupation of the development, detailed drawings shall be submitted to and approved in writing by the City Council as local planning authority, relating to layout and surfacing of all car parking spaces for residents and associated on-site highways works. The approved scheme shall be implemented upon occupation of the apartments and maintained at all times thereafter in accordance with the agreed scheme.

Reason - In the interests of pedestrian and highways safety and to ensure that the development is supported with appropriate residential car parking provision, pursuant to policies SP1, T1 and DM1 of the Core Strategy for the City of Manchester.

20) Before the commencement of the development, details of off-site highways works to Backwell Street and Club Street that may be required as part of the implementation of the development shall be submitted to and approved in writing by the City Council as local planning authority. The development shall not be occupied until the works have been constructed in accordance with the approved details, which shall be maintained in situ thereafter.

Reason - In the interest of pedestrian and highway safety and in the interests of local amenity, as specified in policies SP1, EN19, T2 and DM1 of the Core Strategy for the City of Manchester and guidance contained within the National Planning Policy Framework.

21) Before the occupation of the development, a scheme shall be submitted to and approved in writing by the City Council as local planning authority detailing confirming the position and specification of the electric vehicle (EV) charging points within the curtilage of the respective residential units. The EV charging points shall achieve a minimum charging specification of 7kw/H and be installed in accordance with positions shown on the approved drawings before first occupation of the development and maintained in situ thereafter.

Reason - In the interests of residential amenity and to contribute to the reduction of carbon emissions and improve air quality, pursuant to policies SP1, EN16 and DM1 of the Core Strategy for the City of Manchester and the National Planning Policy Framework.

22) No development shall commence until details of the measures to be incorporated into the development (or phase thereof) to demonstrate how secure by design accreditation will be achieved have been submitted to and approved in writing by the City Council as local planning authority. 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) Before the occupation of the development, a scheme for the storage (including segregated waste recycling) and disposal of refuse shall be submitted to and approved in writing by the City Council as local planning authority. The details of the approved

scheme shall be implemented as part of the development and shall remain in situ thereafter.

Reason - In the interests of residential amenity and to secure appropriate arrangements for the storage of waste and recycling bins, pursuant to policies SP1, EN19 and DM1 of the Core Strategy for the City of Manchester.

24) Before the occupation of the development, a scheme shall be submitted to and approved in writing by the City Council and local planning authority, detailing the design, appearance and capacities of the bin store enclosures to be provided within the curtilage of the authorised residential units. The approved scheme shall be fully implemented prior to the occupation of the development and maintained in situ thereafter.

Reason - In the interests of residential amenity and to secure appropriate arrangements for the storage of waste and recycling bins, pursuant to policies SP1, EN19 and DM1 of the Core Strategy for the City of Manchester.

25) Before occupation of the development, details of the elevational appearance and specification of secure cycle storage, shall be submitted to and approved in writing by the City Council as local planning authority. The approved details shall be implemented in full prior to the first occupation of the development and maintained in situ thereafter.

Reason - To ensure that adequate provision is made for cycle parking so that persons occupying or visiting the development have a range of options in relation to mode of transport in order to comply with policies SP1, T1 and DM1 of the Core Strategy for the City of Manchester.

26) Before the development commences a scheme, shall be submitted to and approved in writing by the City Council as local planning authority, relating to the acoustic insulation the residential accommodation against noise from Ashton Old Road and any other identified noise sources within the vicinity of the site. The approved noise insulation scheme shall be completed before any of the dwelling units are occupied.

Reason - To secure a reduction in noise from Ashton Old Road and any other identified noise sources within the vicinity of the site, in order to protect future residents from noise nuisance, pursuant to policies SP1 and DM1 of the Core Strategy for the City of Manchester and saved policy DC26 of the Unitary Development Plan.

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

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

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

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

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

28) Before the occupation of the development, a scheme shall be submitted to and approved in writing by the City Council as local planning authority, detailing measures to facilitate digital and broadband connectivity. The development shall be implemented in accordance with the approved details.

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

Information for Developers guidance documents can be downloaded using the following link:

http://www.manchester.gov.uk/info/500207/planning_and_regeneration/1962/additional_planning_guidance/3

(including noise from building sites guidance and also IAQM/EPUK Guidance on controlling emissions from demolition and construction sites).

The applicant should be advised that any continuing requirements for licensing and any associated temporary traffic management arrangements will need discussion and agreement with the council's Highways Applications and Network Resilience teams via Contact Manchester (Tel. 0161 234 5004).

The following additional drainage details are required:

- i. A Flood Risk Assessment focused on the surface water flood risk, as the site is >0.5 Ha in a Critical Drainage Area (CDA), with areas of medium to high risk of surface water flooding.
- ii. Maximised integration of green SuDS components (utilising infiltration or attenuation) if practicable;
- iii. 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, as the site is located within Conurbation Core Critical Drainage Area. For greenfield areas of site this shall be greenfield runoff rates. For brownfield areas of site this shall include at least a 50% reduction in runoff rate compared to the existing rates, with an aim to reduce to greenfield rate.
- iv. An existing and proposed impermeable areas drawing to accompany all discharge rate calculations.
- v. 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;
- vi. 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 40% climate change in any part of a building;
- vii. Assessment of overland flow routes for extreme events that is diverted away from buildings (including basements). 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.
- viii. Progression through the drainage hierarchy shall be evidence based and supported by site investigation. Results of ground investigation carried out under Building Research Establishment Digest 365. Site investigations should be undertaken in locations and at proposed depths of the proposed infiltration devices. Proposal of the attenuation that is achieving half emptying time within 24 hours. If no ground investigations are possible or infiltration is not feasible on site, evidence of alternative surface water disposal routes (as follows) is required.
- ix. Where surface water is connected to the public sewer, agreement in principle from United Utilities is required that there is adequate spare capacity in the existing system taking future development requirements into account. An email of acceptance of proposed flows and/or new connection will suffice.
- x. Front driveways >5m² shall be permeable where feasible, in line with government guidance.
- xi. Hydraulic calculation of the proposed drainage system;
- xii. Construction details of flow control and SuDS elements.

The required sustainable drainage management scheme should include:

- i. Verification report providing photographic evidence of construction as per design drawings;

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

The following advice has been provided by Cadent:

Cadent Gas Ltd own and operate the gas infrastructure within the area of your development. There may be a legal interest (easements and other rights) in the land that restrict activity in proximity to Cadent assets in private land. The applicant must ensure that the proposed works do not infringe on legal rights of access and or restrictive covenants that exist.

If buildings or structures are proposed directly above the apparatus the development may only take place following diversion of the apparatus. The applicant should apply online to have apparatus diverted in advance of any works, by visiting cadentgas.com/diversions

Prior to carrying out works, including the construction of access points, please register on www.linesearchbeforeudig.co.uk to submit details of the planned works for review, ensuring requirements are adhered to.

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 GENERAL COVENANTS

The Owner hereby covenants with the Council as follows

- 1 To notify the Council in writing within 5 (five) Working Days of Commencement of Development and to pay the Management Fee within 5 (five) Working Days of such notification
- 2 To provide prior notification to the Council in writing at least 28 (twenty eight) Working Days in advance of Occupation
- 3 Prior to Occupation to submit to the Council for its written approval the Affordable Housing Scheme in writing, such scheme to include details of the following
 - 3 1 confirmation that the total number of Affordable Housing Units will not be less than 5 (five) Dwellings in total,
 - 3 2 the size, type and location of the Affordable Housing Units within the Development,
 - 3 3 the Affordable Private Rent and the approach to be used in rent reviews setting out arrangements which provide the tenant with as much certainty as possible as to rent increases applied during the tenancy,
 - 3 4 that the occupancy criteria for the Affordable Housing Units which will be restricted to Qualifying Persons and their immediate dependants,
 - 3 5 how the Owner propose to administer and check that only Qualifying Persons will be offered a tenancy in an Affordable Housing Unit,
 - 3 6 the manner and methods by which the availability of the Affordable Housing Units are to be marketed by the Owner on the initial and subsequent lettings, and
 - 3 7 any other information as the Council may reasonably require to be assured that the Affordable Housing Units are being let in accordance with the requirements of the Planning Permission and the NPPF and the relevant government planning practice guidance in relation to build to rent schemes published on 13 September 2018 and which may be updated from time to time
- 4 To provide to the Council the Affordable Housing Monitoring Statement on a date to be set by the Council and notified to the Owner no less than 20 Working Days before it is due
- 5 The Affordable Housing Units will only be occupied by Qualifying Persons and their immediate dependants, in perpetuity
- 6 To pay the Contribution on Occupation of 75% of the Dwellings or 18 months from confirmed Commencement whichever is sooner

SCHEDULE 4

The COUNCIL'S COVENANTS

The Council hereby covenants with the Owner as follows

- 1 To use the Contribution towards the provision of improvement to the two bowling greens and an adjacent pavilion at the High Bank Park Bowling Green to Sport England standards and for no other purpose
- 2 At the written request of the Owner or the Developer to provide written confirmation of the discharge of the obligations contained in this Agreement when satisfied that such obligations have been performed within twenty (20) Working Days of receipt of the request
- 3 To issue the Planning Permission within two (2) Working Days of the date hereof
- 4 If any part of the Contribution has not been spent in accordance with this Agreement within 5 years of payment it shall return any unspent part to the person who paid the Contribution together with accrued interest

SCHEDULE 5

PLAN



RED LINE - ADDITIONAL LAND
1:500

[illegible]

01127157

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



AUTHORISED SIGNATORY

EXECUTED AS A DEED by

KMM HOMES LTD

acting by a director

DIRECTOR

Signature:

Name (in block capitals)

IN THE PRESENCE OF:

Signature:

Name: (in block capitals)

Address:

EXECUTED AS A DEED by

KMM LIVING LTD

acting by a director

DIRECTOR

Signature

Name (in block capitals)

Kevin Murray

IN THE PRESENCE OF:

Signature

Name (in block capitals)

M. GME

Address

SIGNED AS A DEED by

DAVID RAINFORD
THE PMJ CAPITAL LIMITED

in the presence of

Witness signature

Witness name

Elsie Williams

Witness

address

Occupation

Lending support