DATED 19 September 2024

THE COUNCIL OF THE CITY OF MANCHESTER

- and -

GREATER MANCHESTER TRUST FOR RECREATION

- and -

KELLEN HOMES LIMITED

AGREEMENT

pursuant to section 106 of the Town and Country Planning Act 1990 (as amended) relating to Land at Mount Road, Gorton, Manchester

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

PLA001/84073

THIS AGREEMENT is made the 19th day of September 2024

BETWEEN:

(1) **THE COUNCIL OF THE CITY OF MANCHESTER** of Town Hall, Albert Square, Manchester, M60 2LA (the **"Council"**),

(2) **GREATER MANCHESTER TRUST FOR RECREATION** (charity number 521234) whose office is at Partington Youth and Community Centre, Moss Lane, Partington, Greater Manchester, M31 4FA (the **"Owner"**), and

(3) **KELLEN HOMES LIMITED** (incorporated in England and Wales with company number 12807501) whose registered office is at 1st Floor, 103 Dalton Avenue, Birchwood Park, Warrington, WA3 6YF (the **"Developer"**)

BACKGROUND

A The Council is the local planning authority for the purposes of the Act in relation to the Site and is the authority by whom the obligations hereby created are enforceable The Development will be carried out on the Site The Site is situated within the Administrative Boundaries of Manchester and this planning obligation is enforceable by the Council

B The Owner is the freehold owner of the Site registered at the Land Registry with title absolute under title number MAN19686 together with but subject to all matters contained or referred to in the title register thereunder

C The Application was submitted by the Developer 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

D 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 and the Developer entering into this Agreement without which planning permission would not be granted

E The Owner and the Developer 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

F The Council has determined that the Development in order to comply with the Core Strategy should provide a payment of £4,528,979 17 (four million five hundred and twenty eight thousand nine hundred and seventy nine pounds and seventeen pence) Index Linked being the Maximum Contribution towards the provision of Affordable Housing within the Administrative Boundaries of Manchester However, the Owner and the Developer have stated that there are viability issues affecting the development of the Site and has submitted to the Council documentation in support of this contention The Council has accepted that at the date of this Agreement payment of any

financial contribution would render the Development unviable The Owner and the Developer have agreed to enter into the planning obligations contained herein requiring them to submit the Viability Appraisal and pay any Viability Payment found to be due in accordance with the provisions contained in this Agreement The Owner and the Developer have been able to agree to the provision of Affordable Housing which would deliver 12% on-site Affordable Housing in the manner set out in paragraph 9 of Schedule 3

G 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

"Abnormals" shall mean conditions affecting the Site which a competent purchaser, having undertaken the necessary investigations, could not have reasonably foreseen prior to the acquisition of the Site,

"Act" the Town and Country Planning Act 1990 (as amended),

"**Actual Land Value**" means the actual purchase price paid for the Site as evidenced to the reasonable satisfaction of the Council,

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

"Affordable Housing" shall have the same meaning given to it in policy H8 of the Core Strategy and in the NPPF Annex 2 Glossary as may be amended or any replacement of the same,

"Agreed Land Value" means the lower of i) the Benchmark Land Value or ii) the Actual Land Value

"Agreement" shall mean this agreement,

"Application" the application for the erection of a youth sports and community hub (Use Class E(d)(g), F2(b)), 2 no football pitches, combined netball and basketball court, cricket strip (Use Class F2(c)), a three storey building comprising 36 no apartments for young person's accommodation (Use Class C3)

and 267 no dwellinghouses (Use Class C3a), with associated landscaping, public realm, ecological mitigation, refuse storage, drainage, car parking, and other associated works with access to Wembley Road and Mount Road to which the Council gave the reference 138788/FO/2023,

"Benchmark Land Value" means £2,500,000 (two million five hundred thousand pounds) Index Linked,

"Calculation Date" means on Occupation of 75% (seventy-five per cent) of the Units,

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

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

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

"Costs" means the costs to be taken into account for the purpose of the Viability Appraisal as defined in paragraph 012 (reference 10-012-20180724) of the section of the NPPG headed "Viability" as the same may be amended or any replacement thereof In addition, the Council will accept in the calculation of Costs

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

2 the estimated costs that remain to be incurred in completing the Development and such details shall be included in the Viability Appraisal,provided always in the case of points (1) and (2) of this definition that any such actual or estimated costs are amongst those detailed or referred to in paragraph 012 of the NPPG section headed "Viability" (as may be amended or any replacement of the same),

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

"Disposal" means

(a) a transfer by sale, or

(b) the grant of a Long Lease,

by the Owner or the Developer of a Unit and "**Disposed**", "**Disposed Of**", "**Dispose**" and "**Disposals**" shall be construed accordingly,

"**Dwelling**" a unit of residential accommodation (Use Class C3a) to be constructed on the Site as part of the Development pursuant to the Planning Permission and "**Dwellings**" shall be construed accordingly, and which terms for the avoidance of doubt excludes the Young Persons' Studio Apartments,

"**Eligible Person**" means a person with a Local Connection aged between 18-25 years employed in a full time (minimum 30 hours per week) job/apprenticeship with a maximum annual income 50% above the UK living wage equating to £32,760 as at the date of the Agreement subject to variation in line with published UK living wage levels and who meets the criterion (a) and at least one of the criteria (b) – (d)

(a) person who has been homeless, is at risk of homelessness or is making the transition out of supported accommodation who can live independently and is assessed to have very low or no support needs, and

(b) has been supported by the Operator, or

(c) has been referred to the Operator by a charity, or

(d) has previously lived in supported housing, or

(e) has been referred to the Operator by the Council

or such other criteria as may be agreed between the Operator and the Council from time to time,

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

"**Finance Costs**" means those costs which the Owner and / or the Developer has incurred as a result of financing the Application and the Development,

"**Forward Funding Arrangement**" commitment to provide funding to assist the whole or part of the Development of the project going forward with the sole aim of facilitating either a single sale of the whole or part of the Development, but not necessarily a commitment to purchase the Development or the retention of the whole or part of the Development by the Developer on completion of construction as a PRS Investment,

"**Forward Sale**" means the committed sale and purchase of the whole or part of the Development on agreed terms at a future data as evidenced by binding legal documents which include the requirement to undertake the construction of that part of the Development and which detail payments made on completion of the sale or the whole or part of the Development and during the construction and on completion of the development and FOR THE AVOIDANCE OF DOUBT a committed sale and purchase contract for an individual purchaser to acquire any individual Unit within the Site will not be classed as a Forward Sale notwithstanding that the relevant contract details payments made on completion of the sale of the Unit,

"GDV" means gross development value as defined in RICS Guidance or any replacement, update or amendment of the same together with the value of any grant funding/public subsidy received in respect of the Development In addition, the Council will accept in the calculation of GDV the actual sale and rental prices achieved at the development up to the time of preparation of the Viability Appraisal and detailed therein

"Gross Margin" means the GDV less the Costs,

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

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

"Letting" means a lease or tenancy of a Unit which is not a Long Lease and **"Lettings"** shall be construed accordingly,

"Local Connection" a person will have a local connection if they meet at least one of the criteria (a) – (e)

(a) has lived within the Administrative Boundaries of Manchester for six (6) out of the last twelve (12) months or three (3) months out of the last five (5) years, or

(b) currently works or holds an offer of employment for a job/apprenticeship within the Administrative Boundaries of Manchester, or

(c) has an immediate family member living within the Administrative Boundaries of Manchester, or

(d) receives care leavers support within the Administrative Boundaries of Manchester, or

(e) has lived in asylum support housing within the Administrative Boundaries of Manchester,

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

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

"Management Fee" shall mean 15% of the planning application fee which equates to £13,091 70 (thirteen thousand and ninety-one pounds and seventy pence) for the purpose of monitoring and reporting on the delivery of this Agreement and the planning obligations contained herein,

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

"Maximum Contribution" the sum of £4,528,979 17 (four million five hundred and twenty eight thousand nine hundred and seventy nine pounds and seventeen pence) Index Linked,

"NPPF" the National Planning Policy Framework issued on 20 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 Units or occupation for marketing or display or occupation in relation to security operations and "Occupy" and "Occupied" shall be construed accordingly,

"Off-Site Pitch Contribution" shall mean the sum of seven hundred and eighty-nine thousand and four pounds and fifty pence (£789,004 50) Index Linked,

"Operator" the operator of the Young Person's Studio Apartments which shall be a Centrepoint entity or such other charitable body or registered provider of affordable or specialist housing as may be appointed by the Owner of the Young Person's Studio Apartment Land for the purposes of managing the Young Person's Studio Apartments in accordance with Paragraph 9 of Schedule 3 of this Agreement, from time to time,

"Permitted Profit Level" means

(a) in the case of a Pre-Sale of a Young Person's Studio Apartment when the Gross Margin is equivalent to 8% (eight per cent) of the GDV,

(b) in the case of the Affordable Housing provided including grant funded Dwellings when the gross margin is 12 5% (twelve point five per cent) of the GDV, and

(c) in all other cases and in the case of PRS when the Gross Margin is equivalent to 15% (fifteen per cent) of the GDV in the case of a Pre-Sale or 20% (twenty percent) of the GDV in all other cases,

"Plan" the plan attached to the Agreement,

"Planning Permission" the planning permission granted pursuant to the Application in or substantially in the form as detailed in Schedule 2 and as may be amended by any non-material amendment granted by the Council pursuant to s96A of the Act

"**Pre Sale**" means a Forward Sale or Forward Funding Arrangement or Private Rental Sector Forward Funding Arrangement of the whole or part of the Development prior to the Calculation Date

"**Private Rental Sector Forward Funding Arrangement**" means a Forward Funding Arrangement in which the Owners will retain the whole or part of the Development on completion of construction as a PRS Investment,

"**Private Rental Sector Investment**" means the whole or part of the Development that will deliver new-build homes for the PRS market,

"**PRS**" means the marketing and sales of private rented sector Dwellings within the Development,,

"**PRS Investment**" means a Development that will deliver new-build homes for the private rental market, with the Dwellings to be retained on completion as an investment,

"**Open Market Value**" means the market value as defined in the IVS definition of market value set out in paragraph 30 on pages 18 to 20 of the section headed "IVS 104 Bases of Value" in Part 6 of the RICS publication titled "RICS Valuation - Global Standards 2017" and issued in June 2017 or any replacement, update or amendment of the same from time to time save in respect of any Units Disposed of by way of a Letting where the Council will accept as the calculation of GDV the Open Market Value of those Lettings, as determined by the application of an investment valuation method using an appropriate capitalisation factor to the market rental income for each let unit which shall for the avoidance of doubt be calculated after the deduction of operational costs,

"Regulations" the Community Infrastructure Levy Regulations 2010,

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

"RICS" the Royal Institution of Chartered Surveyors,

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

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

"**Unit**" the Dwellings and the Young Person's Studio Apartments to be constructed on the Site as part of the Development pursuant to the Planning Permission and "**Units**" shall be construed accordingly,

"Viability Appraisal" a written appraisal in the form set out in Schedule 5 to assess the Gross Margin in relation to the residential aspect of the Development required to be provided on the Calculation Date in accordance with the provisions of Schedule 3 of this Agreement Further guidance on the format to follow can be found in the RICS Guidance,

"Viability Assessment Fee" the sum of £15,000 (fifteen thousand pounds) plus VAT to cover the cost of the Council's review of the Viability Appraisal in order to determine whether and the extent to which the Development can support a requirement to provide the Viability Payment

"Viability Payment" a payment required to be made by the Owner or the Developer to the Council if the Viability Appraisal shows that the Permitted Profit Level as assessed will be achieved and will be the amount by which the Gross Margin exceeds the Permitted Profit Level PROVIDED THAT the

Viability Payment shall not exceed the Maximum Contribution The Viability Payment will be payable in accordance with the timescales set out in Schedule 3 hereto,

"Viability Payment Deadline" means the twenty eighth (28th) Working Day next following the later of

(a) the day on which the Council states pursuant to paragraph 5 1 of Schedule 3 that the Viability Appraisal is agreed,

(b) the day on which the Viability Appraisal is agreed in writing between the Owner and the Council pursuant to paragraph 6 of Schedule 3, and

(c) the day on which the written determination of the Chartered Surveyor is issued pursuant to Clause 7 of the Agreement and paragraph 6 of Schedule 3,

as the case may be,

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

"**Young Person's Studio Apartment**" a unit of self-contained independent living accommodation (C3 Use Class) for an Eligible Person and "Young Person's Studio Apartments" shall be construed accordingly,

"**Young Person's Studio Apartment Land**" the land shown coloured blue on the plan with title Section 106 Agreement Plan under reference A-107 appended to this Agreement at Schedule 6 on which the Young Person's Studio Apartments are proposed to be constructed

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 the Developer 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**

This Agreement is conditional upon the grant of the Planning Permission and Commencement of Development save for the provisions of Clauses 9, 11, 15 1 – 15 3 inclusive, 17, 18 and 19 which shall have immediate effect

4 **CONDITION SUBSEQUENT**

If the Planning Permission for the Development has not been implemented by the carrying out of a material operation in accordance with the provisions of sections 56, 91 and 93 of the Act or is revoked or modified in whole or in part (other than in approval of an application by or on behalf of 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 AND THE DEVELOPER'S COVENANTS**

5 1 The Owner on behalf of itself and any person deriving title to any part of the Site from the Owner hereby covenant with the Council so as to bind the Site to fully observe and perform the obligations on its part contained in this Agreement and hereby agrees that the Site shall be permanently subject to the obligations, restrictions and provisions specified herein, such obligations being planning obligations for the purpose of section 106 of the Act save that the provisions relating to the Young Person's Studio Apartments at Schedule 3, paragraph 9 shall only bind the owner and / or Operator of the Young Person's Studio Apartments Land

5 2 The Developer acknowledges and declares that this deed has been entered into by the Owner with its consent and that the Site shall be bound by the covenants and obligations contained in this deed

PROVIDED THAT the Developer shall otherwise have no liability under this deed save in respect of clause 15 1-15 3 (costs) unless it acquires an interest in the Site, in which case it too will be bound by the obligations in accordance with clause 5 1 as if it were a person deriving title from the Owner

6 **THE COUNCIL'S COVENANTS**

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

7 **DISPUTE RESOLUTION**

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

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

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

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

8 **WAIVER**

No waiver (whether expressed or implied) by the Council of any breach or default in performing or observing any of the covenants terms or conditions of this Agreement shall constitute a continuing waiver and no such waiver shall prevent the Council from enforcing any of the relevant terms or conditions or from acting upon any subsequent breach or default

9 **CHANGE IN OWNERSHIP & LIABILITY**

9 1 The Owner agrees with the Council to give the Council immediate written notice of any change in ownership of any of its interest in the Site occurring before all the obligations under this Agreement have been discharged such notice to give details of the transferee's full name and registered office (if

a company or usual address if not) together with (unless the purchase relates to the entirety of the Site) the area of the Site or unit of occupation purchased by reference to a plan save that this clause shall not apply to sales or Lettings or Long Leases of individual Units

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 the part of the Site to which the 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

9.3 The obligations contained in the Agreement shall not be binding upon nor enforceable against

9 3 1 any future mortgagee or chargee unless the breach is committed or continuing at a time when the mortgagee or chargee is in possession of all or any part of the Site PROVIDED THAT a mortgagee or chargee shall only remain liable for the part of the Site for which it has an interest,

9 3 2 the occupiers, owners or tenants of an individual Unit,

9 3 3 any statutory undertaker or other person who acquires any part of the Site or interest therein for the purposes of the supply of electricity gas water drainage telecommunication services or public transport services; and

9 3 4 the owner or Operator of the Young Person's Studio Apartments save for paragraph 9 of Schedule 3

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 ENTRY**

11 1 This Agreement is a Local Land Charge and shall be registered as such by the Owner

11 2 The Owner will within 10 Working Days of the date of this Agreement apply to the Land Registry to register a copy of this Agreement against title number MAN19686 and will provide the Council with a copy of the application As soon as reasonably practicable following receipt the Owner will supply the Council with a copy of the updated register of title

11 3 The Council will upon receipt of a written request of the Owner or its successors in title, at any time after the obligations set out herein have been fulfilled in their entirety, issue written confirmation thereon and thereafter cancel all related entries in the register of local land charges

11 4 The costs of registration and cancellation pursuant to clauses 11.3 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 and the Developer at their registered office addresses,

15 **FEES**

15 1 The Developer shall pay forthwith to the Council its legal fees in preparation of this Agreement,

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

15 3 The Developer shall on the date hereof pay to the Council the Management Fee,

15 4 When submitting a Viability Appraisal the Owner or the Developer shall pay to the Council the related Viability Assessment Fee within 10 Working Days of his receipt from the Council of an invoice detailing the amount

16 **INTEREST**

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

17 **WARRANTY AS TO TITLE**

The Owner hereby warrants to the Council that the title details recited in this Agreement are complete and accurate in every respect and no other person has an interest in the Site and hereby indemnifies the Council in respect of any loss that arises should there be any breach of this warranty

18 **JURISDICTION**

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

19 **COMPLETION**

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

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

SCHEDULE 1

The Site

Land at Mount Road, Gorton, Manchester and shown for the purposes of identification only edged red on the Plan

MANNERING STREET

MOUNT ROAD

WEMBLEY ROAD

Mount Academy

Grange School

Shelter

MATTHEWS LANE

BRITLAND AVENUE

BARRET

BRATTON DRIVE

Ward Bdy

Cedar Mount Academy

Gorton Education Village

Melland High Sch

DRAINAGE EASEMENT

Legend

- indicates 1.8m high feature fence
- indicates 1.8m high anti-trespass timber fence
- indicates bin stores
- indicates principle entrance door to dwelling
- indicates secondary entrance door to dwelling
- indicates application site boundary
- indicates affordable units
- indicates adaptable units
- indicates footpath connection points
- indicates proposed trees
- indicates substation
- indicates garage/cycle stores
- indicates electric vehicle charging points
- indicates disabled parking bays

All plots to be provided with a secure cycle point.

[redacted]

Accommodation Schedule
Mount Road, Gorton

KELLEN

House Type		Bed No.	Type	No.	Sqft	Total Sqft	Split
Private							
H1c	Hickory	2	End	10	770	44200	19.80%
D1c	Hickory	2	Mid	13	767	9971	4.29%
Ced	Olive	3	End	9	770	6160	2.64%
Cee	Cedar	3	End	12	940	11280	23.76%
Ced	Cedar	3	Mid	1	936	3960	1.80%
Acc	Acacia	4	End	20	940	24440	9.58%
Eme	Emerson	4	End	13	1064	8512	5.94%
				207		162963	68.92%
Affordables							
Aa1B35	Aa1B35						
Aa1C000	Aa1C000	2	End	4	835	3370	0.84%
H1c	Hickory	2	End	2	1005	2218	0.66%
D1c	Hickory	2	End	20	770	15400	6.60%
Ced	Olive	2	Mid	5	767	9615	1.65%
Cee	Cedar	3	End	2	770	1540	0.66%
Ced	Cedar	3	Mid	1	936	936	0.33%
Acc	Acacia	3	End	18	940	16920	5.94%
Eme	Emerson	4	End	4	1064	4256	1.32%
		4	End	60		52215	19.80%
				267		330178	88.12%
1F Studio Apartment EC Apts		1	Apartments	16	280	10080	11.88%
				803		245258	100.00%
Gross Dev Area			Total	305		245258	100.00%
Net Res. Area		22.4	Acres				
		18.64	Acres			6.57 Hectares	
Green Element						6.22 Hectares	
		12.51	Hectares				
Net Dr-nsity						32.45 Units/Hectare	
		16.37					

1st Issue	25.08.23	
P14	15.08.23	Updated to suit latest proposals layout plan
P13	03.07.23	Updated to suit latest proposals layout plan
P12	30.06.23	Updated to suit latest proposals layout plan
P11	23.06.23	Updated to suit latest proposals layout plan
P10	16.06.23	Updated to suit latest proposals layout plan
P9	09.06.23	Updated to suit latest proposals layout plan
P8	02.06.23	Updated to suit latest proposals layout plan
P7	26.05.23	Updated to suit latest proposals layout plan
P6	19.05.23	Updated to suit latest proposals layout plan
P5	12.05.23	Updated to suit latest proposals layout plan
P4	05.05.23	Updated to suit latest proposals layout plan
P3	28.04.23	Updated to suit latest proposals layout plan
P2	21.04.23	Updated to suit latest proposals layout plan
P1	14.04.23	Updated to suit latest proposals layout plan
Comments	Date	

Project	MOUNT ROAD
Location	GORTON
Drawing Title	CADS/TELAYOUT
Job No.	KH007
Drawing No.	A-100
Rev.	P14
Scale @ A1	1:500
Drawn by	BOP
Checked by	RGC
Date	25.08.23

SCHEDULE 2

Draft Planning Permission

MANCHESTER CITY COUNCIL

Town & Country Planning Act 1990 (as amended)

Planning Permission

Applicant

Kellen Homes & Greater Manchester Youth Federation (GMYF)
C/o Agent

Agent (if used)

Ms Alice Routledge
Asteer Planning LLP
Mynshulls House
14 Cateaton Street
Manchester
M3 1SQ

Part 1 – Particulars of the application/development

Proposal: Erection of a youth, sports and community hub (Use Class E(d)(g)), F2(b)), 2 no football pitches, combined netball and basketball court, cricket strip (Use Class F2 (c)), a three storey building comprising 36 no. apartments for young persons accommodation (Use Class C3) and 267no dwellinghouses (Use Class C3a), with associated landscaping, public realm, ecological mitigation, refuse storage, drainage, car parking and other associated works, with access from Wembley Road and Mount Road

Location: Land At Mount Road, Manchester

Date of application 11 December 2023

Application number: 138788/FO/2023

Part 2 – Particulars of decision

Manchester City Council gives notice that the development referred to in Part 1 has been **Approved** 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 / agent in a positive and proactive manner to guide the application through all stages of the planning process and resolve any issues that arose in dealing with the planning application. The original submission raised initial concerns about reprovision of sports pitches and their delivery, boundary treatment, and affordable housing. These matters has been satisfactorily resolved and the appropriate conditions have been attached

Condition(s) attached to this decision

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

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

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

- Location plan ref. KH008 A- 000
- Youth, sports and community hub elevations (west and south) plan ref GMR_KMA_XX_XX_DR_A_7100 rev P1
- Youth, sports and community hub elevations (east and north) plan ref. GMR_KMA_XX_XX_DR_A_7101 rev.P1
- Proposed refuse and recycling store plan ref GMR_KMA_XX_XX_DR_A_7400 rev.P1
- Electricity Northwest Construction Details for Indoor Unit Sub Station plan ref 900350-028 rev.1
- Acacia elevations plan ref ACACIA -ELE - 01
- Acacia floorplan plan ref: ACACIA -PLN -01
- Cedar elevations plan ref: CEDAR -ELE - 01
- Cedar floorplan plan ref CEDAR -PLN -01
- Olive elevations plan ref OLIVE-ELE - 01
- Olive floor plan ref. OLIVE-PLN- 01
- Storey Heights plan ref KH008 A-102 rev B
- Affordable Tenure Plan ref: KH008 A-105 (notwithstanding any drainage information annotated on the plan)
- House type plan ref KH008 A-106
- Street Scenes plan ref, KH008 A-600
- Site wide planting plan ref. P21374-00-001-GIL- L- 0406 rev.P02
- Planting plan 1 of 6 ref: P21374-00-001-GIL- L- 0400 rev.P03
- Planting plan 2 of 6 ref: P21374-00-001-GIL- L-0401 rev.P03
- Planting plan 3 of 6 ref: P21374-00-001-GIL- L- 0402 rev.P03
- Planting plan 4 of 6 ref: P21374-00-001-GIL- L- 0403 rev.P03
- Planting plan 5 of 6 ref. P21374-00-001-GIL- L- 0404 rev.P03
- Planting plan 6 of 6 ref: P21374-00-001-GIL-L- 0404 rev.P03

- Youth, sports and community hub visual 1
- Youth, sports and community hub visual 2
- Youth, sports and community hub visual 3
- Youth, sports and community hub visual 4
- Youth, sports and community hub visual 5
- Youth, sports and community hub visual 6
- Youth, sports and community hub visual 7
- Youth, sports and community hub visual 8
- Youth, sports and community hub visual 9

- Air Quality Assessment re: 6170r3 dated 1st December 2023
- Construction Environmental Management Plan and Construction Traffic Management Plan November 2023 (CEMP elements of the report only)
- Crime Impact Statement Version C:18/09/23 ref 2023/0200/CIS/01
- Energy and Sustainability Statement dated January 2022 (residential element of the scheme)
- Historic Environment Desk Based Assessment report ref. 3601 R01 C dated November 2023
- Operational Statement for the Playing Pitches and Youth and Community Hub Land at Mount Road, Gorton, Manchester dated December 2023

o Operational Statement Centrepoint Independent Living Programme - Genuinely Affordable Homes for working adults aged from 18yrs up to 25yrs Version 1 November 2023
o Mellands Playing Fields, Gorton Sports Mitigation Position Statement dated December 2023
o Statement of Community Involvement dated June 2023
o Supporting Planning Statement December 2023
o Viability Assessment dated December 2023
o External Lighting Assessment Plan ref PROJECT No: AP0524-1120 dated 19th September 2023 Mount Road, Gorton Revision 2
o Aboricultural Impact Assessment Ref· P.1778.22 rev.C dated November 2023
o Flood Risk Assessment and Drainage Strategy Rev. 6 Contract Ref: FD056
o Phase I Geo-Environmental Assessment Report ref· LC/C5150/11494 Rev B dated November 2023
o Phase II Geo-Environmental Assessment Report ref: MS/C5150/11591 Rev E Dated November 2023
o Waste Management Proforma
o Transport Assessment Doc Ref:CBO-0767-005 Issue: 5 Date 29.11 23
o Travel Plan Framework Doc Ref:CBO-0767-006 Issue: 5 Date: 29.11.23

Received 8th December 2023

o Preliminary Ecological Assessment ref: TG Report No. 15860_R01c_LJ dated 30th October 2023
Received 11th December 2023

o Mount Road, Gorton - Supplementary Geo-Environmental Site Investigation letter ref: MB/C5150/12138 dated 23rd June 2023 received 6th February 2024.
o Agent email 08.02.2024
o Gas Calibration Certification data dated 15.07.2022;11.08.2022;23.01.2023 and 06.02.2023

Received 08.02.2024

o Affordable Tenure Plan ref: KH008 -A-105 received 16th February 2024

o BNG Metric Spreadsheet data received 21st February 2024

o Strip, Map and Record assessment by Aeon Archaeology ref: 046801.1 report no.0456 dated February 2-24 received 28th February 2024
o Letter from Brownfield Solutions Ltd ref: AJS/C150/12793 rev. A dated 5th February 2024 to the Environment Agency received 8th March 2024

o Letter from Kellen Homes dated 28th February 2024 in relation to Environment Agency matters
o Mutli-Site Assessment report rev. E 03/03/2024
o Sports Mitigation Strategy dated March 2024
Received 28th March 2024

o Brownfield Solutions letter ref.TM/C5150/12974 dated 28th March 2024 regarding ground condition matters received 5th April 2024.

o Noise Impact Assessment ref: 50-710-R1-9 dated April 2024 received 09.04.2024.

- Access drawing Wembley Road plan ref: CBO-767-004 Rev.C ;
- Waste Management plan ref KH008 A-700 rev.D received 27th March 2024

- Land ownership plan ref KH-008-A-0517 in regard to ownership/responsibility for sections of unadopted highway.

Received10th April 2024

- Youth, sports and community hub Ground Floor plan ref GMR_KMA_XX_XX_DR_A_7001 rev P4 (notwithstanding railings to western boundary of car park)
- Youth, sports and community hub First Floor plan ref GMR_KMA_XX_XX_DR_A_7002 rev P4
- Youth, sports and community hub roof plan ref: GMR_KMA_XX_XX_DR_A_7003 rev.P4
- Proposed Bicycle Store plan ref: GMR_KMA_XX_XX_DR_A_7401 rev.P3
- Materials Plan ref: KH008 A-200 rev.E
- Boundary treatment details plan ref: KH008 A - 301
- ADU1009 elevations plan: ADU1009-ELE-01
- ADU1009 floor plan ADU1009-PLN-01
- ADU835 elevations plan ADU835-ELE-01
- ADU835 floor plan: ADU835-PLN-01
- Emerson elevations plan ref EMERSON -ELE - 01
- Emerson floorplan plan ref: EMERSON -PLN - 01
- Window reveal details for Mount Road dated 10.05.2024
- Design and Access Statement dated December 2023
- Brighton Tall Cycle Locker
- Brighton Twin Cycle Locker
- PRF aerial inspection in regard to bats at height of trees at land at Mount Road Gorton and drawing no. plan 5860/P03 Trees with Bat Roost Potential

Received 16th May 2024

- Centrepoint Apartments - Front and rear elevations plan ref. KH007-A-902-E-000
- Centrepoint Apartments - Side elevations plan ref : KH007-A-902-E-001
- Centrepoint Apartments - Ground Floor GA layout plan ref: . KH007-A-902-P-000
- Centrepoint Apartments - First Floor GA layout plan ref: KH007-A-902-P-001
- Centrepoint Apartments - Second Floor GA layout plan ref : KH007-A-902-P-002
- Centrepoint Apartments - Roof GA layout plan ref: : KH007-A-902-P-003
- Hickory elevations plan ref: HICKORY -ELE - 01
- Hickory floorplan plan ref: HICKORY -PLN - 01
- Sustainability Strategy and Environmental Standards Statement dated May 2024
- Proposed Equipment Store plan ref. GMR_KMA_XX_XX_DR_A_7402 rev.P2
- Applicants email dated 17th May 2024 confirming window reveal depth.

Received 17th May 2024

- Phasing plan ref.KH007 A-103
- Site layout plan ref KH007 A-100 rev.P14 (Notwithstanding the annotated reference to secure cycle points).

Received 29th May 2024

- Affordable Housing Statement received 20th August 2024

Reason - To ensure that the development is carried out in accordance with the approved plans, pursuant to policies SP1 and DM1 of the Manchester Core Strategy (2012).

3) The development hereby approved shall be carried out in accordance with the phasing plan ref KH007 A-103 received on 29th May 2024.

Reason - Required to be imposed pursuant to Section 92 of the Town and Country Planning Act 1990 and to reflect the likely time period for the implementation of the proposed development

4) Notwithstanding the Construction Environmental Management Plan and Construction Traffic Management Plan May 2024 ,and prior to the commencement of the development of each phase, a detailed 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,

- The routing of construction traffic;
- Detail the vehicular activity associated with the construction including appropriate swept path assessment;
- Details of the location and arrangements for contractor parking;
- The identification of the vehicular access points into the site,
- Identify measures to control dust and mud, including on the surrounding public highway including details of how the wheels of contractor's vehicles are to be cleaned during the construction period;
- The details of an emergency telephone contact number for the site contractor to be displayed in a publicly accessible location;
- A highway dilapidation survey including photographs and commentary on the condition of carriageway/footways on construction vehicle routes surrounding the site.
- Identify measures to reduce noise emissions;

Development shall be carried out in accordance with the approved construction management plan.

Reason - To safeguard the amenities of nearby residents and highway safety pursuant to policies SP1, EN9, EN19 and DM1 of the Manchester Core Strategy (2012).

5) Prior to above ground works of any phase, samples and specifications of all materials to be used on all external elevations relevant to that phase of development shall be submitted to and approved in writing by the City Council as local planning authority. The development of the phase shall be carried out in accordance with the agreed details for that phase.

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, pursuant to policies SP1 and DM1 of the Manchester Core Strategy (2012).

6) Prior to above ground works of any phase, full detailed designs (including specifications) of all on-site and off-site highways works (including any Traffic Regulation Orders, and finalised design details of pedestrian routes alongside the unadopted sections of highway) and a delivery sequence as relevant to that phase, shall be submitted to and approved in writing by the City Council as local planning

authority The highway works shall be implemented in accordance with the approved details and approved delivery sequence, and all the agreed works shall be completed prior to the first dwelling unit in that phase being occupied.

Reason - In the interests of highway safety, pursuant to policy T1 of the Manchester Core Strategy (2012).

7) The car parking indicated on the approved plans for each dwelling (including apartments), shall be surfaced, demarcated and made available for use prior to that dwelling (including apartments) hereby approved being occupied. The car parking for that dwelling (including any apartment) shall then be available at all times whilst that dwelling (including and apartment) is occupied.

Reason: To ensure that there is adequate car parking for the development proposed when the building is occupied, pursuant to Policies T2, SP1 and DM1 of the Manchester Core Strategy (2012)

8) The car parking indicated on the approved plans for the Youth, Sport and Community Hub, shall be surfaced, demarcated and made available for use prior to the Youth, Sport and Community Hub being brought in to use The car parking shall then be available at all times whilst the Youth, Sport and Community Hub is operational and shall be retained thereafter

Reason - To ensure that there is adequate car parking for the development proposed when the building is occupied, pursuant to Policies T2, SP1 and DM1 of the Manchester Core Strategy (2012)

9) The cycle storage arrangements for the Youth Sports Community Hub shall be implemented in accordance with the approved details shown on plan refs. Youth, sports and community hub Ground Floor plan ref GMR_KMA_XX_XX_DR_A_7001 rev.P4, Brighton Tall Cycle Locker, Brighton Twin Cycle Locker :and Proposed Bicycle Store plan ref: GMR_KMA_XX_XX_DR_A_7401 rev.P3 , and all the agreed works shall be completed prior to the Youth, Sport and Community Hub being brought into use, and be retained thereafter.

Reason - To ensure that adequate provision is made for bicycle 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, T2, EN6 and DM1 of the Manchester Core Strategy (2012) and the guidance provided within the National Planning Policy Framework and the Guide to Development in Manchester Supplementary Planning Document and Planning Guidance

10) Prior to the occupation of each phase of the development (excluding the Sport, Youth and Community Hub), finalised detailed arrangements for cycle storage for that phase of the development (excluding the Sport, Youth and Community Hub) shall be submitted to and approved in writing by the City Council as local planning authority. The cycle storage arrangements shall be implemented for that phase in accordance with the approved details, and all the agreed works shall be completed prior to the proposed accommodation within that phase being brought into use and be retained thereafter

Reason - To ensure that adequate provision is made for bicycle 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, T2, EN6 and DM1 of the Manchester Core Strategy (2012) and the guidance provided within the National Planning Policy

Framework and the Guide to Development in Manchester Supplementary Planning Document and Planning Guidance.

11) a) Prior to the occupation of any dwelling within a phase of the development, a Full Travel Plan, relating to the phase in which the dwelling is situated shall be submitted to and agreed in writing by the City Council as Local Planning Authority. In this condition a Travel Plan means a document which includes·

i) the measures proposed to be taken to reduce dependency on the private car by those attending or employed in the development

ii) a commitment to surveying the travel patterns of staff during the first three months of use of the development and thereafter from time to time

iii) mechanisms for the implementation of the measures to reduce dependency on the private car

iv) measures for the delivery of specified travel plan services

v) measures to monitor and review the effectiveness of the Travel Plan in achieving the objective of reducing dependency on the private car.

b)Within six months of the first occupation of a phase of development (or an alternative timescale to be agreed in writing with the Local Planning Authority), a revised Travel Plan, which takes into account the information about travel patterns gathered pursuant to item (ii) above, shall be submitted to and approved in writing by the City Council as local planning authority for the development. Any Travel Plan which has been approved by the City Council as local planning authority shall be implemented in full for that phase of the development at all times when the development hereby approved is in use.

Reason - To assist promoting the use of sustainable forms of travel to the development, pursuant to policies SP1, T2 and DM1 of the Manchester Core Strategy (2012) and the Guide to Development in Manchester SPD (2007)

12) a) Before the Youth, Sport and Community Hub development hereby approved is first occupied, a Full Travel Plan shall be submitted to and agreed in writing by the City Council as Local Planning Authority. In this condition a Travel Plan means a document which includes

i) the measures proposed to be taken to reduce dependency on the private car by those attending or employed in the development

ii) a commitment to surveying the travel patterns of staff during the first three months of use of the development and thereafter from time to time

iii) mechanisms for the implementation of the measures to reduce dependency on the private car

iv) measures for the delivery of specified travel plan services

v) measures to monitor and review the effectiveness of the Travel Plan in achieving the objective of reducing dependency on the private car.

b) Within six months of the first occupation of the Youth, Sport and Community Hub development (or an alternative timescale to be agreed in writing with the Local Planning Authority), a revised Travel Plan, which takes into account the information about travel patterns gathered pursuant to item (ii) above, shall be submitted to and approved in writing by the City Council as local planning authority for the development. Any Travel Plan which has been approved by the City Council as local planning authority shall be implemented in full for the development at all times when the phase of the development hereby approved is in use.

Reason - To assist promoting the use of sustainable forms of travel to the development, pursuant to policies SP1, T2 and DM1 of the Manchester Core Strategy (2012) and the Guide to Development in Manchester SPD (2007).

13) a) Finalised specifications of the electric charging points shown on Proposed Site plan Youth, sports and community hub Ground Floor plan ref. GMR_KMA_XX_XX_DR_A_7001 rev.P4, shall be submitted to and approved in writing by the City Council as local planning authority prior to the first occupation of the Youth, Sport and Community Hub hereby approved.

b)Prior to occupation of the Youth, Sports and Community Hub development finalised details of ducting to enable future provision within the car park in addition to the electric charging point provision shown on plan ref· Youth, sports and community hub Ground Floor plan ref. GMR_KMA_XX_XX_DR_A_7001 rev.P4;.shall be submitted to and approved in writing by the City Council as local planning authority . The approved scheme shall be implemented before the Youth, Sports and Community Hub development is occupied and shall remain in situ whilst the use or development is in operation.

c) Prior to occupation of the Youth, Sport and Community Hub any agreed mitigation measures shall be implemented and verified as such in writing by the City Council as local planning authority and shall remain in situ whilst the use or development is in operation.

Reason - To secure a reduction in air pollution from traffic or other sources in order to protect existing and future residents from air pollution, pursuant to policies EN16, SP1 and DM1 of the Manchester Core Strategy (2012)

14) a) Finalised specifications of the electric charging points shown on Proposed Site plan ref: KH007 A-100 rev.P14 shall be submitted to and approved in writing by the City Council as local planning authority prior to the first occupation of the dwellings hereby approved.

b) Prior to occupation of any dwelling the electric charging point for that dwelling shall be implemented and remain in situ whilst the use or development is in operation

Reason - To secure a reduction in air pollution from traffic or other sources in order to protect existing and future residents from air pollution, pursuant to policies EN16, SP1 and DM1 of the Manchester Core Strategy (2012)

15) a) The development shall be undertaken in accordance with the Preliminary Risk Assessment and Site Investigation reports (Phase I Geo-Environmental Assessment Report ref LC/C5150/11494 Rev B dated November 2023 and Phase II Geo-Environmental Assessment Report ref. MS/C5150/11591 Rev E Dated November 2023)

b) Before the development of any phase hereby approved commences, a report prepared outlining what measures, if any, are required to remediate the land in the relevant phase (the Remediation Strategy) which shall be submitted to and approved in writing by the City Council as local planning authority.

c)When the development commences, the development shall be carried out in accordance with the previously agreed Remediation Strategy and prior to occupation of any phase, a Completion/Verification Report for that phase 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 in each phase is occupied, then development in that phase shall cease and/or the phase 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 EN18, SP1 and DM1 of the Manchester Core Strategy (2012).

16) If, during development of any phase, contamination not previously identified is found to be present at the site then no further development of that phase (unless otherwise agreed in writing with the local planning authority) shall be carried out until a remediation strategy detailing how this contamination will be dealt with has been submitted to, and approved in writing by, the Local Planning Authority. This strategy will include the following components:

1. An additional ground investigation scheme to provide information for a detailed assessment of the risk to all receptors that may be affected, including those off-site

2. The results of the site investigation and the detailed risk assessment referred to in (1) and, based on these, an options appraisal and remediation strategy giving full details of the remediation measures required and how they are to be undertaken.

3. A verification plan providing details of the data that will be collected in order to demonstrate that the works set out in the remediation strategy in (2) are complete and identifying any requirements for longer-term monitoring of pollutant linkages, maintenance and arrangements for contingency action The remediation strategy shall be implemented as approved.

Reason - To ensure that the development does not contribute to and is not put at unacceptable risk from or adversely affected by, unacceptable levels of water pollution from previously unidentified contamination sources at the development site, in accordance with paragraph 180 of the National Planning Policy Framework, and pursuant to policies EN18, SP1 and DM1 of the Manchester Core Strategy (2012).

17) Prior to the commencement of any phase of development, a scheme for managing any borehole installed for the investigation of soils, groundwater or geotechnical

purposes shall be submitted to and approved in writing by the local planning authority The scheme shall provide details of how redundant boreholes are to be decommissioned and how any boreholes that need to be retained, post development, for monitoring purposes will be secured, protected and inspected The scheme as approved shall be implemented prior to the occupation of that phase of the approved development

Reason - To ensure that redundant boreholes are safe and secure, and do not cause groundwater pollution or loss of water supplies in line with paragraph 180 of the National Planning Policy Framework and Position Statement J of 'The Environment Agency's approach to groundwater protection', and pursuant to policies EN18, SP1 and DM1 of the Manchester Core Strategy (2012)

18) a)The measures within the Noise Impact Assessment ref· 50-710-R1-9 dated April 2024 received 09 04 2024, shall be implemented at each dwelling (including apartments) hereby approved, prior to the occupation of that dwelling (including apartments).

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

Reason - To secure a reduction in noise from traffic or other sources in order to protect future residents from noise disturbance, pursuant to policies SP1, and DM1 of the Manchester Core Strategy (2012), and saved UDP policy DC26.

19) a) Each phase of the development shall be implemented in accordance with the measures within the Waste Management Proforma and Waste Management plan ref: KH008 A-700 rev.D.

b) The details of the approved scheme for that phase shall be implemented as part of the development and shall remain in situ whilst the use or development is in operation

Reason - In the interests of amenity and public health, pursuant to policies SP1, EN19 and DM1 of the Manchester Core Strategy (2012).

20) a) Externally mounted ancillary plant, equipment and servicing for the Youth Sport Community Hub and/or apartment building shall be selected and/or acoustically treated in accordance with a scheme designed so as to achieve a rating level of 5dB (LAeq) below the typical background (LA90) level at the nearest noise sensitive location Prior to commencement of the use of the Youth Sport and Community Hub and/or apartment building hereby approved the scheme shall be submitted to and approved in writing by the City Council as local planning authority in order to secure a reduction in the level of noise emanating from the site The scheme shall be implemented in full before the use of the Youth Sport and Community Hub commences or as otherwise agreed in writing by the City Council as local planning authority.

b) Prior to the operation of the Youth Sport and Community Hub and/or apartment building a verification report shall be submitted to and approved in writing by the City Council as local planning authority to validate that the work undertaken throughout the

development conforms to the recommendations and requirements in the approved acoustic report. The report shall also undertake post completion testing to confirm that the noise criteria have been met. Any instances of non- conformity with the recommendations in the report shall be detailed along with any measures required to ensure compliance with the agreed noise criteria.

Reason - To minimise the impact of the development and to prevent a general increase in pre-existing background noise levels around the site, in order to protect future residents from noise disturbance, pursuant to policy DM1 of the Manchester Core Strategy (2012).

21) a) Each phase of the residential development shall be implemented in accordance with the measures within the Air Quality Assessment, Ref 6170r3 Date: 1st December 2023 (notwithstanding the level of provision for non-residential spaces)

b) Prior to occupation of a dwelling any agreed mitigation relevant to that dwelling shall be implemented and verified as such in writing by the City Council as local planning authority and shall remain in situ whilst the use or development is in operation.

Reason -To secure a reduction in air pollution from traffic or other sources in order to protect existing and future residents from air pollution, pursuant to policies EN16, SP1 and DM1 of the Manchester Core Strategy (2012)

22) The hours of use of the Youth Sport Community Hub building (Use Class E(d)(g)), F2(b)) are to be submitted to and agreed in writing by the City Council as Local Planning Authority, prior to the first occupation of the Youth Sport Community Hub building (Use Class E(d)(g)), F2(b)) . The Youth, Sport and Community Hub building shall only be occupied in accordance with the approved hours of opening.

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 Manchester Core Strategy (2012).

23) Prior to the use of the sports pitches hereby approved, hours of use shall be submitted to and approved in writing by the City Council as Local Planning Authority. The sports pitches shall then be used in accordance with the approved hours.

Reason - To safeguard the amenities of the occupiers of nearby accommodation when the development is complete, pursuant to saved policy DC26 of the Unitary Development Plan for the City of Manchester and policies SP1 and DM1 of the Core Strategy for Manchester (2012).

24) Deliveries, servicing and collections, including waste collections to the Youth Sport and Community Hub building shall not take place outside the following hours· 07:30 to 20·00, Monday to Saturday, no deliveries/waste collections on Sundays/Bank Holidays.

Reason - To safeguard the amenities of the occupiers of nearby residential accommodation in accordance with saved policy DC26 of the Unitary Development Plan for the City of Manchester and policies SP1 and DM1 of the Manchester Core Strategy (2012).

25) Each phase of the development shall only be carried out in accordance with sections 3.3, 4 and 5 in the Crime Impact Statement Crime Impact Statement Version

C 18/09/23 ref 2023/0200/CIS/01, and the agreed measures shall be retained and maintained thereafter. No dwelling hereby approved shall 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 for the phase of the development in which that dwelling is situated

Reason - To reduce the risk of crime pursuant to policies SP1 and DM1 of the Manchester Core Strategy (2012) and to reflect the guidance contained in the National Planning Policy Framework

26) No dwelling shall be occupied until surface water drainage works relevant to that dwelling have been implemented in accordance with Non-Statutory Technical Standards for Sustainable Drainage Systems (March 2015) or any subsequent replacements national standards and details for that phase that have been submitted to and approved in writing by the Local Planning Authority, prior to commencement of any development within that phase

Reason - To promote sustainable development, secure proper drainage and to manage the risk of flooding and pollution, pursuant to national policies within the NPPF and NPPG and policies EN08 and EN14 in the Manchester Core Strategy (2012)

27) Prior to the first occupation/use of each phase of development hereby approved, details of the implementation, maintenance and management of the surface water drainage scheme, as approved by Condition 26 for that phase , shall be submitted for approval in writing by the City Council, as Local Planning Authority Those details shall include:

- Verification report providing photographic evidence of constructed flow control and SuDS components as per design drawings approved as part of Condition 26.
- Provide as built construction drawings or confirm that they align with the original design construction drawings.
- Management and maintenance plan for the lifetime of the development which shall include the arrangements for adoption by any public body or statutory undertaker, or any other arrangements to secure the operation of the sustainable drainage scheme throughout its lifetime.

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

Reason- To manage flooding and pollution and to ensure that a managing body is in place for the sustainable drainage system and a maintenance mechanism for the lifetime of the development, pursuant to policies EN8, EN14, EN17 and DM1 of the Manchester Core Strategy 2012

28) No site clearance works, including works to trees or shrubs, shall commence between 1 March and 31 August in any year unless a detailed bird nest survey by a suitably experienced ecologist has been carried out immediately prior to clearance and written confirmation that no bird nests are present has been submitted to and approved in writing by the City Council as local planning authority.

Reason - In order to provide protection to nesting birds, pursuant to policy EN15 of the Manchester Core Strategy (2012)

29) Prior to the commencement of any phase of the development (including ground works and vegetation clearance), a reasonable avoidance measures method statement for hedgehog and other wildlife covering the site clearance and construction phases of that phase of the development shall be submitted to and approved by the local planning authority for that phase. Each phase of the development shall be implemented in accordance with the approved measures

Reason - to minimise the risk of accidental harm of a European Protected Species (Habitats Regulations 1994) , pursuant to policy EN15 of the Manchester Core Strategy (2012).

30) If no development commences within 12 months of the date of consent, a further survey of the site and locality for badger setts shall be undertaken and the findings shall be submitted to and approved by the local planning authority. The development shall be undertaken with any measures identified as being necessary following the outcome of the survey.

Reason - to minimise the risk of accidental harm of a European Protected Species (Habitats Regulations 1994), pursuant to policy EN15 of the Manchester Core Strategy (2012).

31) Notwithstanding the trees identified to be removed in the Arboricultural Impact Assessment Ref: P.1778.22 rev.C, the felling of trees 1, 3, 8 and 17, as identified in drawing no plan 5860/P03 Trees with Bat Roost Potential, shall not in any circumstances commence unless the local planning authority has been provided with a licence issued by Natural England pursuant to Regulation 55 of The Conservation of Habitats and Species Regulations (Amendments) (EU Exit) 2019 authorising the specified activity/development to go ahead. The development shall be implemented in accordance with the approved details.

Reason - To safeguard a European Protected Species (Habitats Regulations 1994) to comply with policy EN15 of the Manchester Core Strategy (2012).

32) Prior to above ground works for each phase of the development details of the location and design of any bird and bat bricks/boxes as required, together with arrangements for hedgehog gaps within the proposed boundary treatment shall be submitted and approved by the local planning authority for that phase. The biodiversity enhancement measures shall be implemented in accordance with the approved scheme prior to the occupation of the buildings within that phase and retained at all times thereafter.

Reason - To ensure that landscape and ecology management is adequately in place and to ensure the longevity of new planting in different areas of the site and to comply with policy EN15 of the Manchester Core Strategy (2012).

33) The landscaping scheme for the overall development shall be implemented in accordance with Site wide planting plan ref: P21374-00-001-GIL- L- 0406 rev.P02 Planting plan 1 of 6 ref: P21374-00-001-GIL- L- 0400 rev.P03 Planting plan 2 of 6 ref: P21374-00-001-GIL- L-0401 rev.P03 Planting plan 3 of 6 ref: P21374-00-001-GIL- L-0402 rev.P03 Planting plan 4 of 6 ref: P21374-00-001-GIL- L- 0403 rev.P03 Planting plan 5 of 6 ref: P21374-00-001-GIL- L- 0404 rev.P03 Planting plan 6 of 6 ref: P21374-00-001-GIL-L- 0404 rev.P03

Reason - To ensure that a satisfactory landscaping scheme for the development is carried out that respects the character and visual amenities of the area, in accordance with policies SP1, EN9 and DM1 of the Manchester Core Strategy (2012).

34) a)Arrangements for the management of the landscaping scheme for the houses hereby approved shall be submitted to and approved in writing by the City Council as local planning authority, prior to the first occupation of the apartments.

b)The approved landscaping scheme and arrangements for management and maintenance shall be implemented not later than 12 months from the date the buildings relevant to each of those conditions are first occupied If within a period of 5 years from the date of the planting of any tree or shrub, that tree or shrub or any tree or shrub planted in replacement for it, is removed, uprooted or destroyed or dies, or becomes, in the opinion of the local planning authority, seriously damaged or defective in the development, another tree or shrub of the same species and size as that originally planted shall be planted at the same place within the development.

Reason - To ensure that a satisfactory landscaping scheme for the development is carried out that respects the character and visual amenities of the area, in accordance with policies SP1, EN9 and DM1 of the Manchester Core Strategy (2012)

35) a)Arrangements for the management of the landscaping scheme for the apartments hereby approved shall be submitted to and approved in writing by the City Council as local planning authority, prior to the first occupation of the apartments

b)The approved landscaping scheme and arrangements for management and maintenance shall be implemented not later than 12 months from the date the buildings relevant to each of those conditions are first occupied. If within a period of 5 years from the date of the planting of any tree or shrub, that tree or shrub or any tree or shrub planted in replacement for it, is removed, uprooted or destroyed or dies, or becomes, in the opinion of the local planning authority, seriously damaged or defective in the development, another tree or shrub of the same species and size as that originally planted shall be planted at the same place within the development.

Reason - To ensure that a satisfactory landscaping scheme for the development is carried out that respects the character and visual amenities of the area, in accordance with policies SP1, EN9 and DM1 of the Manchester Core Strategy (2012)

36) a)Arrangements for the management of the landscaping scheme for the area around the substation to the north of plot no.17 and the pumping station bounded by plot nos 1,14,15 and 16 hereby approved shall be submitted to and approved in writing by the City Council as local planning authority, prior to the first occupation of the dwellinghouses.

b)The approved landscaping scheme and arrangements for management and maintenance shall be implemented not later than 12 months from the date the buildings relevant to each of those conditions are first occupied. If within a period of 5 years from the date of the planting of any tree or shrub, that tree or shrub or any tree or shrub planted in replacement for it, is removed, uprooted or destroyed or dies, or becomes, in the opinion of the local planning authority, seriously damaged or defective in the development, another tree or shrub of the same species and size as that originally planted shall be planted at the same place within the development.

Reason - To ensure that a satisfactory landscaping scheme for the development is carried out that respects the character and visual amenities of the area, in accordance with policies SP1, EN9 and DM1 of the Manchester Core Strategy (2012).

37) a)Arrangements for the management of the landscaping scheme for the Youth Sports and Community Hub building hereby approved shall be submitted to and approved in writing by the City Council as local planning authority, prior to the first occupation of the Youth Sports and Community Hub building

b)The approved landscaping scheme and arrangements for management and maintenance shall be implemented not later than 12 months from the date the buildings relevant to each of those conditions are first occupied. If within a period of 5 years from the date of the planting of any tree or shrub, that tree or shrub or any tree or shrub planted in replacement for it, is removed, uprooted or destroyed or dies, or becomes, in the opinion of the local planning authority, seriously damaged or defective in the development, another tree or shrub of the same species and size as that originally planted shall be planted at the same place within the development.

Reason - To ensure that a satisfactory landscaping scheme for the development is carried out that respects the character and visual amenities of the area, in accordance with policies SP1, EN9 and DM1 of the Manchester Core Strategy (2012)

38) a)Notwithstanding the landscaping layout and planting on the Godfrey Ermen Planting Enhancement Plan ref: P21374-0-001-DR-L 001 rev.P01 received 15th January 2024, a finalised detailed landscaping scheme for the Godfrey Ermen site and arrangements for management and maintenance, shall be submitted to and approved in writing by the City Council as local planning authority, prior to the first occupation of the dwellinghouses .

b) The approved landscaping scheme for Godfrey Ermen and arrangements for management and maintenance shall be implemented not later than 12 months from the date the dwellings are first occupied. If within a period of 5 years from the date of the planting of any tree or shrub, that tree or shrub or any tree or shrub planted in replacement for it, is removed, uprooted or destroyed or dies, or becomes, in the opinion of the local planning authority, seriously damaged or defective in the development, another tree or shrub of the same species and size as that originally planted shall be planted at the same place within the development.

Reason - To ensure that a satisfactory landscaping scheme for the development is carried out that respects the character and visual amenities of the area, in accordance with policies SP1, EN9 and DM1 of the Manchester Core Strategy (2012).

39) In this condition ""retained tree"" means an existing tree, which is to be as shown as retained in Aboricultural Impact Assessment Ref. P.1778.22 rev. C dated November 2023, specified in condition no.2 and particulars; and paragraphs (c) and (d) below shall have effect until the expiration of 5 years from the date of the first occupation of the development for its permitted use.

(a) No retained tree shall be cut down, uprooted or destroyed, nor shall any retained tree be topped or lopped other than in accordance with the approved plans and particulars, without the written approval of the local planning authority. Any topping or lopping approved shall be carried out in accordance with British Standard 5387 (Trees in relation to construction)

(b) If any retained tree is removed, uprooted or destroyed or dies, another tree shall be planted at the same place and that tree shall be of such size and species, and shall be planted at such time, as may be specified in writing by the local planning authority

(c) The erection of fencing for the protection of any retained tree shall be undertaken in accordance with the approved plans and particulars before any equipment, machinery or materials are brought on to the site for the purposes of the development, and shall be maintained until all equipment, machinery and surplus materials have been removed from the site. Nothing shall be stored or placed in any area fenced in accordance with this condition and the ground levels within those areas shall not be altered, nor shall any excavation be made, without the written consent of the local planning authority.

Reason - In order avoid damage to trees/shrubs adjacent to and within the site which are of important amenity value to the area and in order to protect the character of the area, in accordance with policies EN9 and EN15 of the Manchester Core Strategy (2012)

40) All tree work should be carried out by a competent contractor in accordance with British Standard BS 5837 "Recommendations for Tree Work"

Reason - In order avoid damage to trees/shrubs adjacent to and within the site which are of important amenity value to the area and in order to protect the character of the area, in accordance with policies EN9 and EN15 of the Manchester Core Strategy (2012).

41) Prior to commencement of the residential development, to commence the development of the two proposed sport pitches hereby approved, and to provide the two playing pitches in accordance with the programme of works outlined within the Innov8 Solutions Report May 2024 (or such other programme of works as can be agreed in writing with the Council) The two playing pitches shall be completed and brought into use within 2 years of commencement of development. In the event agronomy issues, these matters need to be evidenced and agreed in writing by the City Council as local planning authority, together with a timeframe to be agreed by the LPA in relation to the delivery of the pitches .

Prior to the 2 grass playing pitches hereby approved being brought into use, finalised details of the arrangements for on-going management and maintenance of the pitches shall be submitted to and approved in writing by the City Council as local planning authority The pitches shall be implemented and maintained and retained in accordance with the approved arrangements in situ thereafter.

Reason - To ensure the satisfactory quantity, quality and accessibility of compensatory provision which secures a continuity of use pursuant to policy EN10, EN11 and EN12 of the Manchester Core Strategy (2012).

42) Prior to the sports pitches hereby approved being brought into use details of an operational management plan (including special event parking measures) are submitted to and approved in writing by the City Council as local planning authority The development shall be implemented in accordance with the approved details, and all the agreed works shall be completed prior to the proposed sports pitches being brought into use.

Reason - In the interests of highway safety and ensure that there is adequate car parking for special events when the sport pitches are used, pursuant to policies SP1, DM1 and T1 of the Manchester Core Strategy (2012).

43) Within 12 months of the date of this planning permission, a community use agreement shall be submitted to and approved in writing by the Local Planning Authority. The agreement shall apply to all sports facilities forming part of the development and include details of pricing policy, hours of use, management responsibilities and a mechanism for review. The development shall not be used at any time other than in strict compliance with the approved agreement.

Reason - To secure well managed safe community access to sports facilities, to ensure benefit to the development of sport pursuant to policy EN10 of the Manchester Core Strategy (2012).

44) a) Each phase of the residential development shall be implemented in full accordance with the measures set out in Energy & Sustainability statement date May 2024.

b) Prior to above ground works of the apartments, finalised details of the energy and sustainability measures shall be submitted to and approved in writing by the Local Planning Authority. The apartments shall be implemented in accordance with the agreed measures.

c) Prior to above ground works , finalised details of the energy and sustainability measures for the Youth Sport and Community Hub building shall be submitted to and approved in writing by the Local Planning Authority. The Youth, Sport and Community Hub shall be implemented in accordance with the agreed measures.

d) A post construction review certificate/statement shall be submitted for approval for the Youth, Sport and Community Hub and the Apartments within a timescale that has been previously agreed in writing for that phase of development.

e) A post construction review certificate/statement shall be submitted for approval for the dwellinghouses within a timescale that has been previously agreed in writing for each phase of development.

Reason - In order to minimise the environmental impact of the development pursuant to policies SP1, T1-T3, EN4-EN7 and DM1 of the Manchester Core Strategy (2012) and the principles contained within The Guide to Development in Manchester SPD (2007) and the National Planning Policy Framework.

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

Reason - In the interests of residential amenity, to safeguard the character of the area and to maintain the sustainability of the local community through provision of

accommodation that is suitable for people living as families pursuant to policies DM1 and H11 of the Manchester Core Strategy (2012) and the guidance contained within the National Planning Policy Framework.

46) Notwithstanding the provisions of the Town and Country Planning (General Permitted Development) (England) Order 2015 (or any order revoking and reenacting that Order with or without modification) 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(a) of the Schedule to the Town and Country Planning (Use Classes) Order 1987 as amended by The Town and Country Planning (Use Classes) (Amendment) (England) Order 2010, or in any provision equivalent to that Class in any statutory instrument revoking and reenacting that Order with or without modification) other than the purpose(s) of Class C3(a) For the avoidance of doubt, this does not preclude two unrelated people (who are not part of a single household or otherwise) sharing a property.

Reason - To safeguard the amenities of the neighbourhood by ensuring that other uses which could cause a loss of amenity such as serviced apartments/apart hotels do not commence without prior approval, 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 Manchester Core Strategy (2012) and the guidance contained within the National Planning Policy Framework

47) 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, roof alterations or outbuildings shall be erected onto the dwellings within the development hereby approved other than those expressly authorised by this permission.

Reason - To safeguard the amenities of the occupiers of nearby residential accommodation, pursuant to policies SP1 and DM1 of the Manchester Core Strategy (2012).

48) 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 windows shall be inserted into the elevations of the dwellinghouses hereby approved other than those shown on the approved drawings specified in condition 2.

Reason - In the interests of residential amenity pursuant to policy SP1 and DM1 of the Manchester Core Strategy (2012).

49) Notwithstanding the Town and Country Planning (General Permitted Development) Order 2015 as amended by the Town and Country Planning (Permitted Development and Miscellaneous Amendments) (England) (Coronavirus) Regulations 2020 or any legislation amending or replacing the same, no further development in the form of upward extensions to the buildings shall be undertaken save where it is authorised by the granting of planning permission.

Reason - In the interests of protecting residential amenity and visual amenity of the area in which the development in located pursuant to policies DM1 and SP1 of the Manchester Core Strategy (2012)

50) Notwithstanding the boundary treatment shown on plan ref Boundary Treatments plan ref· KH008 A-300 ref· G and Boundary Treatment details plan ref: KH 008 A-301 , finalised design details and location of boundary treatments for each phase shall be submitted to, and approved in writing by, the City Council as local planning authority, within 3 months of the commencement of that phase of development. The development within that phase shall be implemented in accordance with the approved details , prior to any development within that phase being occupied and shall be retained 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 in order to comply with Policies SP1, EN1 and DM1 of the Manchester Core Strategy (2012), and the guidance provided within the Guide to Development in Manchester Supplementary Planning Document and Planning Guidance.

51) A programme of archaeological works will be undertaken in accordance with the approved Project Design prepared by Fenix Heritage in January 2024 and submitted as part of the planning application. The PD covers the following:

1. Informed by the Northwest Historic Environment Research Framework, a phased programme and methodology of investigation and recording to include:

i) an archaeological Strip, Map and Sample (SMS) investigation.
ii) informed by the SMS it may be necessary for a further phase of more targeted excavation of significant areas.

2 A programme for post-investigation assessment to include - analysis of the site investigation records and finds - production of a final report on the investigation results.

3. Deposition of the final report with the Greater Manchester Historic Environment Record.

4. Dissemination of the results commensurate with their significance.

5. Provision for archive deposition of the report and records of the site investigation

6. Nomination of a competent person or persons/organisation to undertake the works set out within the approved PD.

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

52) Prior to the first occupation of the dwellinghouses hereby approved, finalised design details, and location of an interpretation panel relates to the setting and significance of the Nico Ditch (Ancient Monument) shall be submitted to, and approved in writing by, the City Council as local planning authority. The interpretation panel shall be implemented in accordance with the approved details.

Reason - To record and advance understanding of the significance of any heritage assets in a manner proportionate to their importance and the impact, and to make this evidence (and any archive generated) publicly accessible, pursuant to policy EN3 of the Manchester Core Strategy (2012) and saved UDP policy DC20.1

53) Prior to the occupation of the Youth Sport Community Hub, details of the strategy for all external lighting, including lighting on the buildings, within the building's curtilage, and lighting units within the public realm works, shall be submitted to, and approved in writing by, the City Council as local planning authority The development of the Youth Sport Community Hub shall be implemented in accordance with the approved details.

Reason - To ensure adequate lighting within the development and to ensure full accessibility within the public realm works and would not adversely impact on protected species pursuant to policies SP1 and policy DM1 of the Manchester Core Strategy (2012)

54) If , when the lighting units associated with the Youth Sport Community Hub are illuminated, they cause glare or light spillage which is in the opinion of the City Council as Local Planning Authority to the detriment of adjoining and nearby residential properties, such measures as the Council as Local Planning Authority confirm in writing that they consider necessary including baffles and/or cut-offs shall be installed on the units and adjustments shall be made to the angle of the lighting units and the direction of illumination, which shall thereafter be retained in accordance with details which have received the prior written approval of the Local Planning Authority.

Reason - In order to minimise the impact of the illumination of the lights on the occupiers of existing and proposed nearby residential accommodation, pursuant to policies SP1 and policy DM1 of the Manchester Core Strategy (2012).

55) a) Prior to the commencement of each phase of the development, details of a Local Benefit Proposal, in order to demonstrate commitment to recruit local labour for the duration of each phase 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 each phase 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 for each phase of the development being completed, a detailed report which takes into account the information and outcomes about local labour recruitment pursuant to items

(i) and (ii) above shall be submitted for approval in writing by the City Council as Local Planning Authority.

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

56) The bathroom windows to the side gables of the Emerson, Olive and Hickory house types shall be obscurely glazed to a specification of no less than level 5 of the Pilkington Glass Scale or such other alternative equivalent and maintained in perpetuity.

Reason - In the interest of privacy and to protect the amenity and living conditions of adjacent properties and in accordance with policies EN1, SP1 and DM1 of the Manchester Core Strategy (2012)

57) Prior to above ground works of the apartment building, external elevational details relating to the Solar Assisted Heat Pump (SAMP) areas to the front and rear elevations of the proposed apartment building and annotated on plan ref: KH007-A-902-E-000 shall be submitted to and approved in writing by the City Council, as Local Planning Authority. The development shall be implemented in accordance with the approved details.

Reason -To ensure that the appearance of the development is acceptable to the City Council as local planning authority in the interests of the visual amenity of the area within which the site is located, pursuant to policies SP1 and DM1 of the Manchester Core Strategy (2012).

58) No above ground works in connection with the grass pitches at the development hereby approved shall commence until the finalised detail of the design and layout of the 2no. Grass Pitches on site, have been submitted to and approved in writing by the Local Planning Authority. The 2no Grass Pitches on site shall be implemented in accordance with approved details.

Reason: To ensure the development is fit for purpose and sustainable and to accord with Development Plan Policy EN10 of the Manchester Core Strategy (2012).

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.

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, byvisiting 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.

The applicant is advised that any requirements for licensing, hoarding / scaffolding, building maintenance 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).

Construction works shall be confined to the following hours:
Monday - Friday: 7.30am - 6pm
Saturday: 8.30am - 2pm
Sunday / Bank holidays: No work

Environment Agency Advice

The Model Procedures and Good Practice
This development site appears to have been the subject of past industrial activity which may pose a risk of pollution to controlled waters. We recommend that you should:
o Follow the risk management framework provided in Guidance on Land contamination risk management (LCRM) Land contamination risk management (LCRM) - GOV.UK (www.gov.uk), when dealing with land affected by contamination
o Refer to our Guiding principles for land contamination for the type of information that we require in order to assess risks to controlled waters from the site - the local authority can advise on risk to other receptors, such as human health
o Consider using the National Quality Mark Scheme for Land Contamination Management which involves the use of competent persons to ensure that land contamination risks are appropriately managed
o Refer to the contaminated land pages on gov.uk for more information
o Refer to 'The Environment Agency's approach to groundwater protection'

Waste on-site
The CL:AIRE Definition of Waste: Development Industry Code of Practice (version 2) provides operators with a framework for determining whether excavated material arising from site during remediation and/or land development works is waste or has

ceased to be waste. Under the Code of Practice
o excavated materials that are recovered via a treatment operation can be reused onsite providing they are treated to a standard such that they are fit for purpose and unlikely to cause pollution
o treated materials can be transferred between sites as part of a hub and cluster project
o some naturally occurring clean material can be transferred directly between sites

Developers should ensure that all contaminated materials are adequately characterised both chemically and physically, and that the permitting status of any proposed on-site operations are clear. If in doubt, the Environment Agency should be
contacted for advice at an early stage to avoid any delays. They recommend that developers should refer to
o the position statement on the Definition of Waste· Development Industry Code of Practice
o The waste management page on GOV.UK Waste to be taken off-site Contaminated soil that is (or must be) disposed of is waste. Therefore, its handling, transport, treatment, and disposal are subject to waste management legislation, which includes·
o Duty of Care Regulations 1991 o Hazardous Waste (England and Wales) Regulations 2005
o Environmental Permitting (England and Wales) Regulations 2016
o The Waste (England and Wales) Regulations 2011 Developers should ensure that all contaminated materials are adequately characterised both chemically and physically in line with British Standard BS EN 14899:2005 'Characterization of Waste
- Sampling of Waste Materials
- Framework for the Preparation and Application of a Sampling Plan' and that the permitting status of any proposed treatment or disposal
activity is clear. If in doubt, the Environment Agency should be contacted for advice at an early stage to avoid any delays. If the total quantity of hazardous waste material produced or taken off-site is 500kg or greater in any 12-month period, the developer will need to register with us as a hazardous waste producer.
Refer to the hazardous waste pages on GOV.UK for more information.

Introduction of SUDS
Approved Document Part H of the Building Regulations 2000 establishes a hierarchy for surface water disposal, which encourages a SUDS approach. Under Approved Document Part H, the first option for surface water disposal should be the use of SUDS, which encourage infiltration such as soakaways or infiltration trenches. In all cases, it should be established that these options are feasible, can be adopted and properly maintained and would not lead to any other environmental problems. For example, using soakaways or other 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

Piling and Penetrative ground improvement methods
Piling or any other foundation designs using penetrative methods can result in risks to potable supplies from, for example, pollution / turbidity, risk of mobilising contamination, drilling through different aquifers, and creating preferential pathways. Thus, it should be demonstrated that any proposed piling will not result in contamination of groundwater.

Dewatering

Dewatering is the removal/abstraction of water (predominantly, but not confined to, groundwater) to locally lower water levels near the excavation. This can allow operations to take place, such as mining, quarrying, building, engineering works or other operations, whether underground or on the surface Any dewatering activities on-site could have an impact upon local wells, water supplies and/or nearby watercourses and environmental interests This activity was previously exempt from requiring an abstraction licence. Since 1 January 2018, most cases of new planned dewatering operations above 20 cubic metres a day will require a water abstraction licence from us prior to the commencement of dewatering activities at the site.
More information is available on gov.uk:
https //www gov uk/guidance/watermanagement-apply-for-a-water-abstraction-orimpoundment-licence#apply-for-alicence-for-a-previously-exempt-abstraction

Regulatory position statements
Discharges from dewatering to surface water or groundwater will require an Environmental Permit unless you can meet the conditions of the RPS or exemptions or exclusions for groundwater activities. The following Regulatory Position Statement will apply: 'Temporary dewatering from excavations to surface water.'
https //www gov.uk/government/publications/temporary-dewatering-fromexcavations-to-surface-water

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 of 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

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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

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SCHEDULE 3

THE OWNER'S AND THE DEVELOPER'S GENERAL COVENANTS

The Owner and the Developer hereby covenant with the Council as follows

1 To pay to the Council the Off-Site Pitch Contribution prior to Commencement of Development

2 To notify the Council in writing within

2 1 five (5) Working Days of Commencement of Development that Development has Commenced, and

2 2 within 5 (five) Working Days prior to Occupation of 75% of the Units

VIABILITY REVIEW AT CALCULATION DATE AND VIABILITY PAYMENT

4 Within ten (10) Working Days of the Calculation Date to provide a copy of the Viability Appraisal in order that the Council may instruct a Chartered Surveyor to review the Viability Appraisal and advise the Council on its contents and conclusion

5 Within sixty (60) Working Days of its receipt of the Viability Appraisal the Council shall give written notice to the Owner and the Developer either -

5 1 Stating that it accepts the Viability Appraisal or

5 2 Correcting or challenging any of the amounts or conclusions included in the Viability Appraisal and giving details of the disputed amounts or conclusions

6 In the event that the Council shall have served a notice on the Owner and the Developer pursuant to paragraph 5 2 of this Schedule 3 the Owner the Developer and the Council shall use reasonable endeavours to reach agreement in respect of the Viability Appraisal but if the Owner the Developer and the Council shall have failed to agree the Viability Appraisal within twenty eight (28) Working Days of the notice served by the Council pursuant to paragraph 5 2 of this Schedule 3, then the matter in dispute shall be referred to the Chartered Surveyor, in accordance with the provisions of Clause 7 with the Chartered Surveyor being requested that he/she should as soon as practicable issue a written determination as to the matter in dispute and a written determination of the correct Viability Appraisal, which both Parties agree will be final and binding upon them (save in respect of manifest error),

7 The Viability Appraisal not by way of limitation shall include and confirm

7 1 the GDV and NDV,

7 2 the Costs,

7 3 the Gross Margin, and,

7 4 the Viability Payment, if any

8 Viability Payment

8 1 On or before the Viability Payment Deadline to pay to the Council the Viability Payment (if any) PROVIDED ALWAYS that the Viability Payment does not exceed the Maximum Contribution,

8 2 In the event that the information contained in the Viability Appraisal (as agreed by the Council or determined pursuant to paragraph 6 of this Schedule 3) shows that a Viability Payment is not due then it is agreed by the Council that the Viability Payment shall not be payable although the Viability Assessment Fee shall still be due,

8 3 If a Viability Payment is due then from the Viability Payment Deadline to cease further Occupation nor permit or allow further Occupation of the Dwellings until payment of the Viability Payment has been received by the Council

9 THE YOUNG PERSONS STUDIO APARTMENTS

9 1 Young Person's Studio Apartments

9 1 1 Not to Occupy the Young Person's Studio Apartments other than in accordance with this paragraph 9 of Schedule 3

9 1 2 Young Person's Studio Apartments shall be Occupied only by Eligible Persons

9 2 Nominations

9 2 1 The Operator shall notify the Council of any unoccupied Young Person's Studio Apartment six (6) months prior to a first let of a Young Person's Studio Apartment and ten (10) Working Days prior to any subsequent let ("the Nominations Period") of a Young Person's Studio Apartment which is anticipated to become unoccupied

9 2 2 Nominations of Eligible Persons may be made to the Operator by the Council at any time and should the Operator receive such a nomination from the Council prior to or within the Nominations Period which meets the eligibility criteria, it shall, subject to paragraph 9 2 3 below, accept the nomination In the event that there is no nomination forthcoming from the Council within the Nominations Period, or if agreed by the Council in writing beforehand, the Operator may let an unoccupied Young Person's Studio Apartment to any Eligible Person

9 2 3 The Operator shall be entitled to carry out a suitability assessment interview with any nominated individual to ensure that the letting of a Young Person's Studio Apartments would be genuinely affordable and appropriate for the nominated individual in light of their personal and financial circumstances and the Operator shall thereafter determine at its absolute discretion whether to let an unoccupied Young Person's Studio Apartment to the nominated individual In the event that no suitable nominations are forthcoming from the Council in the Nominations Period, the Operator may let an unoccupied Young Person's Studio Apartment to any Eligible Person

9 2 4 The Council will work with the Operator and act reasonably at all times to ensure any nomination helps to achieve a mix of residents and to create a balanced and sustainable community

9.2 5 In the event that the Council nominates an Eligible Person to whom the Operator, exercising its discretion in accordance with 9 2 3, subsequently does not let an unoccupied Young Person's Studio Apartment, the Operator shall liaise with the Council to provide reasons for its decision (whether in writing or by meeting/telephone call with the Council's relevant housing officer as may be agreed between the parties from time to time)

9 3 **Rent Affordability and Capping**

9 3 1 The rent level for a Young Person's Studio Apartment shall be no more than a third of the gross income of the relevant Eligible Person at the time of letting (including any service charge and any other fees) and any future rent increases to be capped at the 'Local Housing Allowance' rate as calculated by the Department for Work and Pensions ("DWP") or such other equivalent body and/or rate as may replace the "Local Housing Allowance"/DWP from time to time

9 4 **Management and Lettings**

9 4 1 The Operator will manage all lettings of the Young Person's Studio Apartments (including any rent reviews) at its discretion provided always that it complies with this paragraph 9 of Schedule 3

SCHEDULE 4

The COUNCIL'S COVENANTS

The Council hereby covenants with the Owner and the Developer as follows

1 To use the Off-Site Pitch Contribution for the development and improvement works towards the pitches at Debdale Park, Gorton and for no other purpose

2 To use any Viability Payment towards the provision of Affordable Housing within the Administrative Boundaries of Manchester and for no other purpose

3 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

4 The Council shall provide written details of any expenditure incurred by the Council using the Viability Payment within 20 Working Days of a written request to do so from the party/person who made the payment to the Council

5 To repay to the paying party such sum or sums remaining from the Viability Payment as have not been expended in accordance with paragraph 2 of this Schedule (excluding any such sums in respect of which though not yet expended the Council has contractually committed to expend) within ten (10) years of the date of receipt by the Council

6 To repay to the paying party such sum or sums remaining from the Off-Site Pitch Contribution as have not been expended in accordance with paragraph 1 of this Schedule (excluding any such sums in respect of which though not yet expended the Council has contractually committed to expend) within five (5) years of the date of receipt by the Council

7 To issue the Planning Permission within two (2) Working Days of the date hereof

8 In the event that 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 prior to expiry of the Planning Permission 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 the Council shall repay the Management Fee to the party which paid the Management Fee as soon as reasonably practicable and in any event within 15 Working Days of receipt of a request for repayment

9 In respect of any nominations of Eligible Persons to occupy a Young Person's Studio Apartment, it shall be for the Operator to verify all necessary information which is required to

evidence that the nominee is an Eligible Person and to evidence the nominee's employment status and annual income to enable the calculation of the appropriate level of rent for that Eligible Person

SCHEDULE 5

VIABILITY TEMPLATE

Land at Mount Road, Gorton, Manchester

Permitted Profit Level – based upon 8% of GDV of Pre-Sale of a Young Person's Studio Apartment	£
Permitted Profit Level – based upon 12 5% of GDV of Affordable Housing inc grant funded Dwellings	£
Permitted Profit Level – based upon 20% of GDV of Open Market Value element or PRS element (save for a Pre-Sale of the PRS)	£
Permitted Profit Level – based upon 15% of GDV of Pre Sale of PRS	
All in build cost – Includes (but not limited to) - house build (superstructure), plot costs (incl substructure), infrastructure, overheads and prelims, operating costs, sales incentives	£
Schedule of Abnormals TBA	£
Contingency on build costs and Abnormals TBA	£
Professional fees on build costs and Abnormals TBA	£
Sales and marketing costs TBA	£
Section 106 payments TBA	£
Finance Costs of TBA	£
Interest cost on deposits - TBA	£
Tax relief - TBA	£
Agreed Land Value (The Lower of 1) Benchmark Land Value set at planning consent stage of £XX or 2) Actual Land Value – to be evidenced)	£
Agreed Stamp Duty - TBA	
Commercial letting agent and legal fees 10% and 5% of commercial estimated rental value	
Investment sales agent & legal fees 1% of GDV	
TOTAL COSTS (Costs)	
Gross Margin equals GDV - Costs	
Gross Margin minus Permitted Profit Level	
VIABILITY PAYMENT – equating Gross Margin minus Permitted Profit Level	

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

The Headings in the Viability Template are not exhaustive

SCHEDULE 6 – YOUNG PERSON'S STUDIO APARTMENT LAND


N
MANNERING STREET
MOUNT ROAD
WEMBLEY ROAD
HARLOW DR
Mount
cademy
Grange School
Shelter
MATTHEWS LANE
BARRET
BRITLAND AVENUE
BRATTON DRIVE
DRAINAGE EASEMENT
Ward Bdy
Cedar Mount Academy
Gorton Education
Village
Melland High School
Legend
Specialist young persons
apartments in partnership
with Centrepoint - 36 Units
SCALE BAR 1:500
MOUNT_ROAD
GORTON
SECTION_106_AGREEMENT_PLAN
KH008
A-107
-
1:500
MAW
13.08.24
-
1st Floor, 103 Dalton Avenue, Birchwood Park,
Warrington WA3 6YF
T: 01925 363108 W: www.kellenhomes.com
KELLEN
HOMES
[redacted]

01125442

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:

[redacted]

AUTHORISED SIGNATORY

Signed as a deed by **The Official Custodian for Charities on behalf of The Greater Manchester Trust for Recreation** in the presence of:

[redacted]

Signature

R.S. ELLERTON Daniel Jones

Print name

Signature of witness: [redacted]

Name (in BLOCK CAPITALS): GEORGE RUFFLEY

Address: [redacted]

Signed as a deed by

[redacted]

As director for

KELLEN HOMES LIMITED in the presence of

Signature of witness [redacted]

Name (IN BLOCK CAPITALS) ELEANOR FRITH

Address [redacted]

Occupation HEAD OF LAND & PARTNERSHIPS