

DATED 27th March 2024

THE COUNCIL OF THE CITY OF MANCHESTER

– and –

THE CHURCH INN (ARDWICK) LIMITED

AGREEMENT

**pursuant to section 106 of the Town and
Country Planning Act 1990 (as amended)
relating to Land Bounded By Ardwick Green North, Cotter Street & Niven Street
Manchester**

City Solicitor
P O Box 532
Town Hall
Albert Square
Manchester M60 2LA
L/AAD/PLA001/84029

THIS AGREEMENT is made the 27th day of March

2024

BETWEEN:

- (1) **THE COUNCIL OF THE CITY OF MANCHESTER** of Town Hall, Albert Square, Manchester, M60 2LA (the “**Council**”),
- (2) **THE CHURCH INN (ARDWICK) LIMITED** (incorporated in England and Wales with company number 11110461) whose registered office is at Unit 4, Royal Mills, 17 Redhill Street, Manchester M4 5BA (the “**Owner**”),

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 Council is also the freehold owner of part of the Site registered at the Land Registry with title absolute under title numbers GM34378 and GM92741 together with but subject to all matters contained or referred to in the title registers thereunder. It is agreed by the parties that the Owner’s covenants hereinafter contained shall not bind the Council. 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 part of the Site registered at the Land Registry with Title Absolute under Title Numbers GM620224, GM659645, MAN424220 and LA64770 together with but subject to all matters contained or referred to in the Title Registers thereunder.
- C The Application was submitted to the Council for planning permission to carry out the Development in the manner set out in the plans, specifications and particulars forming part of the Application.
- 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 Owners entering into this Agreement without which planning permission would not be granted.
- E The Owner has agreed to enter into this Agreement in support of the Application so as to create planning obligations in favour of the Council pursuant to section 106 of the Act and to be bound by and observe and perform the covenants hereinafter contained.
- F The Council has determined that the Development in order to comply with the Core Strategy will support the payment of £466,200 (Four hundred and sixty six thousand two hundred pounds) being the Maximum Contribution. However the Owner has stated that there are viability issues affecting the development of the Site and has submitted to the Council documentation in support of this contention. The Council has accepted that at the date of this Agreement without a reduction in the

Maximum Contribution the implementation of the Development is not viable. The Council has agreed to accept the Initial Contribution in lieu of the Maximum Contribution on the basis of the information contained in the documentation relating to viability submitted by the Owner to the Council. The Owner has agreed to pay the Initial Contribution and 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.

G The planning purpose of this Agreement is 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.

H The Owner has agreed to enter into this Agreement in support of the Application so as to create planning obligations in favour of the Council pursuant to section 106 of the Act and to be bound by and observe and perform the covenants hereinafter contained.

AGREED TERMS

DEFINITIONS AND INTERPRETATION

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

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

“Affordable Housing” affordable housing as defined in the National Planning Policy Framework (NPPF) December 2023 (as may be updated or replaced with an equivalent policy from time to time) that will be available to persons who cannot afford to rent or buy housing generally available on the open market,

“Affordable Housing Contribution” shall mean the sum of fifty one thousand and seven pounds (£51,007.00) contribution towards the provision of Affordable Housing within the Administrative Boundaries of Manchester in accordance with policy PA1 of the Core Strategy.

“Agreement” shall mean this agreement,

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

“Application” the application to which the Council gave the reference 135857/FO/2022 for planning permission for the construction of 16 x 3 storey townhouses (Class C3) with associated parking, landscaping and boundary treatment and new vehicular access from Cotter Street and associated works,

“Architect” means CODA Architecture of 18 Lloyd St, Manchester M2 5WA,

“Best Endeavours” means that it is agreed by the parties hereto that the party under obligation will not thereby be required to take proceedings (including any appeal) in any court public inquiry or other hearing (unless specified to the contrary) but subject thereto and to other terms of this agreement such party will be bound to attempt to fulfil the relevant obligation by the expenditure of such effort and/or sums of money and the engagement of such professional or other advisers as in all the circumstances may be reasonable to expect, in the case of the Owner, of a competent commercial developer in the context of the Development and of a competent landowner in the context of the Development and in the case of the Council, of a competent local planning authority acting reasonably in the context of its statutory functions,

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

“Calculation Date” means

- a) where the Development is retained by the Owner as Build to Rent within twelve months of first Occupation of any Dwelling, or
- b) where the Development is subject to a Pre-Sale or the subject of Open Market Sales means on Completion of Construction of 75% of the Dwellings that are subject to a Pre-Sale or Open Market Sale that are within the Development

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

“Clawback” means the difference between the market value of the relevant Dwelling(s) that are the subject of the Disposal as Open Market Sales less the market value of the same Dwelling(s) as Build to Rent calculated as at the date of Disposal and will be based on the guidelines set out in RICS Guidance or any replacement, update or amendment of the same PROVIDED THAT the Permitted Profit Level on the Build to Rent scheme has been achieved,

“Clawback Period” means a period of fifteen years from Completion of Construction,

“Clawback Valuation” means the valuation of the Clawback in accordance with clause 19.1

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

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

“Completion of Construction” the date upon which a valid certificate of completion shall have been issued in respect of the relevant number of Dwellings for the purposes of the Building Act 1984 and the Building Regulations 2010 or any amendment or replacement of the same and **“Completed”** and **“Completion”** shall be construed accordingly,

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

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

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

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

2 the estimated costs that remain to be Reasonably and Properly Incurred in completing the Development and such details shall be included in the Viability Appraisal,

provided always in the case of points (1) and (2) of this definition that any such actual or estimated costs are amongst those detailed or referred to in paragraph 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 “Developed” shall be construed accordingly,

“Disposal” means

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

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

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

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

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

“Forward Sale” the committed sale and purchase of the whole or part of the completed Development on agreed terms at a future date as evidenced by binding legal documents which are unconditional as to the sale of the whole or part of the completed Development and the requirement to undertake the construction of the Development and which detail (without limitation) payments made on completion of the sale of the whole or part of the completed Development and during the construction and on completion of the Development

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

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

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

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

“Initial Contribution” the sum of £51,007 00 (fifty one thousand and seven pounds) Index Linked comprising of the Affordable Housing Contribution

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

“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,

“Management Fee” shall mean 15% of the planning application fee which equates to £1,108 80 (one thousand one hundred and eight pounds and eighty pence) to be used for the purpose of monitoring and reporting on the delivery of this Agreement and the Planning Obligations contained herein,

“Maximum Contribution” means the sum of £466,200 (Four hundred and sixty six thousand two hundred pounds) Index Linked comprising of the Initial Contribution and any Viability Payment

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

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

“NPPF” the National Planning Policy Framework issued in February 2019 being the framework setting out the Government’s planning policies for England and how these are expected to be applied as may be amended or any replacement of the same,

“NPPG” the National Planning Practice Guidance being the guidance setting out the detail of the Government’s planning policies in England as may be amended or any replacement of the same,

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

“Owner” the Owner,

“Open Market Sale” means the marketing and sale of individual Dwellings within the Development disposed of at Open Market Value and **“Open Market Sales”** shall be construed accordingly,

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

“Permitted Profit Level” means

- (a) In the case of a Pre-Sale and/or Build to Rent when the Gross Margin is equivalent to 15% of the Costs, and,
- (b) in all other cases and in the case of Open Market Sales when the Gross Margin is equivalent to 20% of the GDV

“Pre-Sale” means a Forward Sale or Forward Funding Arrangement or Private Rental Sector Forward Funding Arrangement of the whole or part of the completed Development prior to the Calculation Date,

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

“Plan” the plan attached to the Agreement,

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

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

“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 Private Rental Sector Investment

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

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

“Regulations” the Community Infrastructure Levy Regulations 2010

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

“RICS” the Royal Institution of Chartered Surveyors

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

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

“Stakeholder” shall mean the City Treasurer and her authorised officer's,

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

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

“Viability Assessment Fee” the sum of £12,000 (twelve thousand pounds) plus VAT to cover the cost of the Council’s review of the Viability Appraisal in order to determine whether and the extent to which the Development can support a requirement to provide the Viability Payment

“Viability Payment” a payment required to be made by the Owner to the Council if the Viability Appraisal shows that the Permitted Profit Level as assessed will be achieved and will be 50% of the amount by which the Gross Margin exceeds the Permitted Profit Level PROVIDED THAT the Viability Payment or the sum of the Viability Payments as well as any Clawback together shall not exceed the Maximum Contribution after taking into account the payment to the Council of the Initial Contribution The Viability Payment will be apportioned as detailed in Schedule 3 and 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 3 1 of Schedule 3 that the relevant Viability Appraisal is agreed,
- b the day on which the Viability Appraisal is agreed in writing between the Owner and the Council pursuant to paragraph 4 of Schedule 3, and
- c the day on which the written determination of the Chartered Surveyor is issued pursuant to Clause 7 of this Agreement and paragraph 4 of Schedule 3,

as the case may be,

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

1 2 The Clause headings do not affect this interpretation

1 3 Unless otherwise indicated, references to Clauses and Schedules are to Clauses of and Schedules to this Agreement and references in a Schedule to a Part or Paragraph are to a Part or Paragraph of that Schedule

1 4 References to any statute or statutory provision include reference to

1 4 1 all Acts of Parliament and all other legislation having legal effect in the United Kingdom as directly or indirectly amended, consolidated, extended, replaced or re-enacted by any subsequent legislation, and

1 4 2 any orders, regulations, instruments or other subordinate legislation made under that statute or statutory provision

1 5 Except for the provisions of Clause 9 references to the Site include any part of it

1 6 References to any party in this Agreement include the successors in title of that party. In addition, references to the Council include any successor local planning authority exercising planning powers under the Act and any successor local highway authority exercising powers under the Highways Act 1980

1 7 **“Including”** means **“including, without limitation”**

1 8 Any covenant by the Owner or the Council not to do any act or thing includes a covenant not to permit or allow the doing of that act or thing

1 9 If any provision is held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remainder of this Agreement is to be unaffected

1 10 Words importing the singular meaning where the context so admits include the plural meaning and vice versa

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

2 PLANNING OBLIGATION

This Agreement is made pursuant to section 106 of the Act, section 111 of the Local Government Act 1972, section 1 of the Localism Act 2011 and all other enabling legislation and is a planning obligation for the purposes of section 106 of the Act, with the intent that covenants hereinafter contained shall be enforceable by the Council acting under the powers contained in section 106 or such other enabling powers against the Owners

3 CONDITION PRECEDENT

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

4 CONDITION SUBSEQUENT

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

5 THE OWNER'S COVENANTS

5 1 The Owner on behalf of himself and any person deriving title to any part of the Site from the Owner hereafter hereby covenants with the Council so as to bind the Site to fully observe and perform the obligations on his part contained in this Agreement including those obligations set out in Schedule 3 and hereby agrees that the Site shall be permanently subject to the obligations, restrictions and provisions specified herein, such obligations being planning obligations for the purpose of section 106 of the Act

6 THE COUNCIL'S COVENANTS

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

7 DISPUTE RESOLUTION

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

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

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

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

8 WAIVER

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

9 CHANGE IN OWNERSHIP & LIABILITY

9 1 The Owner agrees with the Council to give the Council immediate written notice of any change in ownership of any of its interest in the Site occurring before all the obligations under this Agreement have been discharged such notice to give details of the transferee's full name and registered office (if a company or usual address if not) together with (unless the purchase relates to the entirety of the Site) the area of the Site or unit of occupation purchased by reference to a plan

9 2 No person shall be liable for any breach, non performance and non observance of the covenants, obligations and restrictions contained in this Agreement after it shall have parted with its entire interest in the Site save that compliance with the provisions of clause 19 and liability for any Clawback if applicable shall subsist if a person does not retain in single ownership Dwellings which have been delivered as Built to Rent and that person has disposed of such Dwellings by Open Market Sales 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 provisions of this Agreement shall not be enforceable against

9 3 1 the purchasers or occupiers of individual Dwellings forming part of the Development or their mortgagees, or

9 3 2 any statutory undertaker who has or acquires an interest in the Site by virtue of having plant or apparatus situated therein

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

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

11 2 The Council will upon receipt of a written request of the Owner's or their successors in title, at any time after the obligations set out herein have been fulfilled in their entirety, issue written confirmation thereon and thereafter cancel all related entries in the register of local land charges

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

12 NON-PROHIBITION ON DEVELOPMENT

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

13 THE CONTRACTS ACT

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

14 COMMUNICATION

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

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

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

15 FEES

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

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

15 3 When submitting the Viability Appraisal the Owner shall pay to the Council the related Viability Assessment Fee within 10 Working Days of his receipt from the Council of an invoice detailing the amount

16 INTEREST

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

17 JURISDICTION

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

18 COMPLETION

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

19. CLAWBACK

19 1 Where at any time during the Clawback Period any one or more Dwellings comprising the Development are not retained in single ownership by the Owner as Built to Rent and are the subject of Open Market Sales the Owner will within twenty eight (28) Working Days of any such Disposal provide a valuation of the Clawback (if any) (the "Clawback Valuation") to the Council

19 2 Within forty (40) Working Days of its receipt of the Clawback Valuation the Council shall give written notice to the Owner either -

19 2 1 Stating that it accepts the Clawback Valuation, or

19 2 2 Correcting or challenging any of the amounts or conclusions included in the Clawback Valuation and giving details of the disputed amounts or conclusions

19 3 In the event that the Council shall have served a notice on the Owner pursuant to clause 19 2 2 the Owner and the Council shall use reasonable endeavours to reach agreement in respect of the Clawback Valuation but if the Owner and the Council shall have failed to agree the Clawback Valuation within twenty-eight (28) Working Days of the notice served by the Council pursuant to clause 19 2 2, then the matter in dispute shall be referred to the Chartered Surveyor, in accordance with the provisions of Clause 7 with the Chartered Surveyor being requested that he/she should as soon as practicable issue a written determination as to the matter in dispute and a written determination of the correct Clawback Valuation, which both Parties agree will be final and binding upon them (save in respect of manifest error),

19 4 In the event that the Clawback Valuation agreed by the Council pursuant to clause 19 2 1 or 19 3 or determined by the Chartered Surveyor pursuant to clause 19 3 confirms that the Permitted Profit Level for a Build to Rent scheme has been achieved and that Clawback is payable then the Owner will pay the Clawback to the Council to provide Affordable Housing within the Administrative Boundaries of Manchester

19 5 The Owner will pay the Council the Clawback on or prior to the twenty eighth (28th) Working Day next following the later of the date the Clawback Valuation is either agreed by the Council pursuant to clause 19 2 1 or 19 3 or it is determined by the Chartered Surveyor pursuant to clause 19 3

19 6 Each time the Council is required to assess the Clawback Valuation under this Clause, the Owner covenants to pay the Council's reasonable costs of such calculation such costs will be notified to the Owner and payment will fall due on the twenty eighth (28th) Working Day of notification of such costs

19 7 Any payment made under this clause when aggregated together and with any Viability Payment will not exceed in total the Maximum Contribution

19 8 Upon payment of the Clawback (or determination that no Clawback is payable), the Dwellings that were the subject of the Clawback Valuation will no longer be bound by this clause

20. RESTRICTION ON TITLE

The Owner covenants with the Council that

20 1 prior to or upon completion of this Agreement they shall provide the Council with a completed Land Registry form RX1 (or any subsequent revisions amendments or replacements of the same) signed by them and thereby authorising the Council to register a restriction in standard form L at the Land Registry in respect of their interests in the Site in the following terms

"No disposition of the registered estate (other than a charge) by the proprietor of the registered estate is to be registered without a certificate signed by a conveyancer that the provisions of paragraph 9 of

Schedule 3 of a Section 106 Agreement made between (1) THE COUNCIL OF THE CITY OF MANCHESTER (2) THE CHURCH INN (ARDWICK) LIMITED have been complied with or that they do not apply to the disposition "

20 2 The Council will insert the date of completion of this Agreement into the section of the Form RX1 detailing the wording quoted above following that completion,

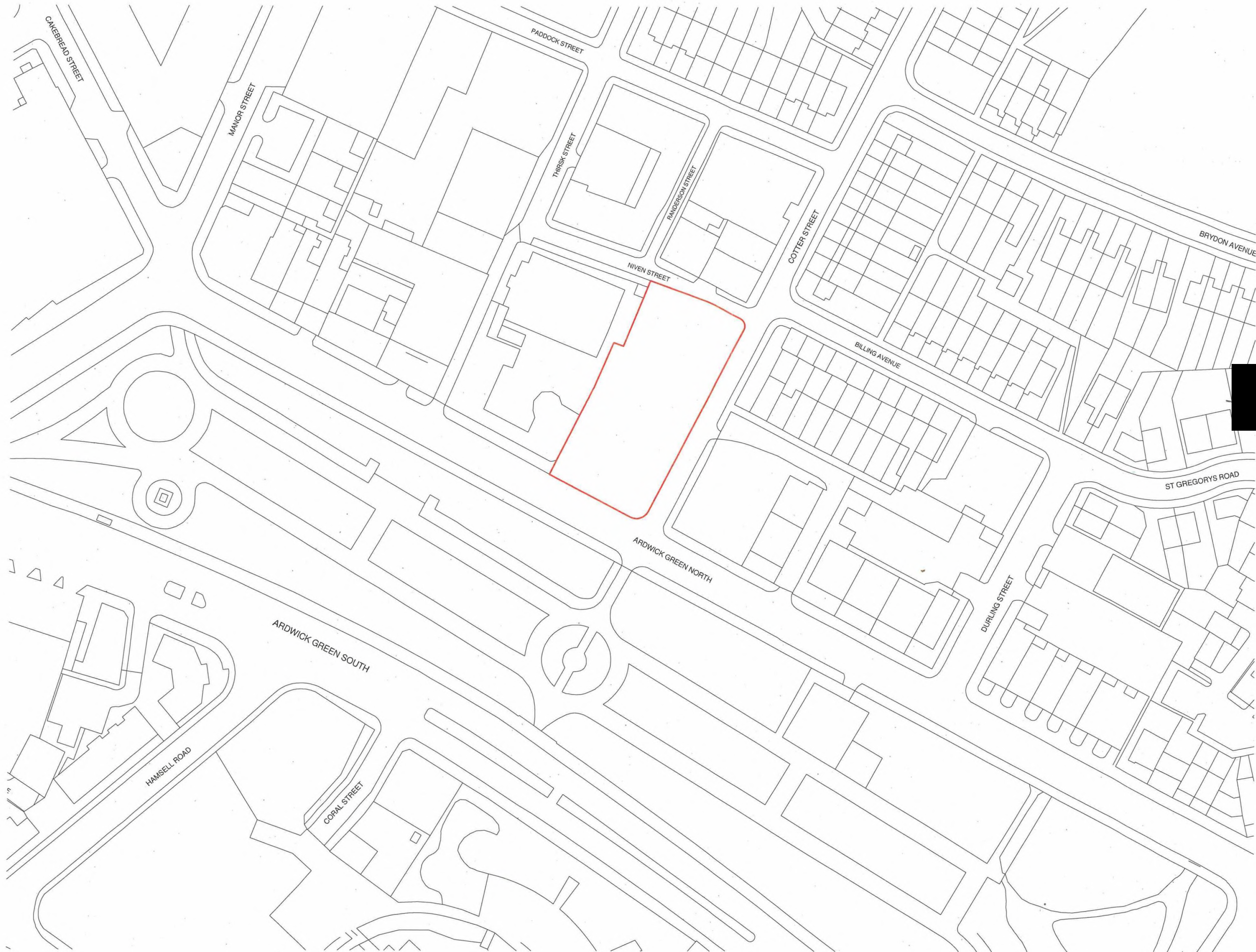
20 3 Prior to or upon completion of this Agreement the Owner will pay to the Council the cost of registering the form RX1 at the Land Registry

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

SCHEDULE 1

The Site

Land Bounded By Ardwick Green North, Cotter Street & Niven Street Manchester and shown for the purposes of identification only edged red on the Plan



Planning Application Site Plan
1 : 500



© The copyright in this drawing is vested in CodaStudios and no license or assignment of any kind has been, or is, granted to any third party whether by provision of copies or originals or otherwise unless agreed in writing.

DO NOT SCALE FROM THIS DRAWING
The contractor shall check and verify all dimensions on site and report any discrepancies in writing to CodaStudios before proceeding work.

FOR ELECTRONIC DATA ISSUE
Electronic Data / drawings are issued as "read only" and should not be interrogated for measurement. All dimensions and levels should read, only from those values stated on the drawing. Coda Studios Ltd is not responsible for discrepancies caused by the overlay of other parties BIM/IFC models. These are overlaid purely as reference.

Revision	Date	Drawn	Checked
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Client
STEP PLACES
Project
ARDWICK

Drawn	Checked	Date	Scale @ A1
RM	JH	09/11/22	1 : 500

Title
PLANNING APPLICATION - SITE PLAN
Suitability Code
A1
Purpose for issue
PLANNING

Drawing No
2565 - CDA - 00 - SL - DR - A - 0506
Project Originator Volume Level Type Plot Number Revision

SCHEDULE 2

Draft Planning Permission



Town & Country Planning Act 1990 (as amended)

Planning Permission

Applicant

Mr Gareth Smith
Church Inn (Ardwick) Limited and One
Manchester
Unit 4 Royal Mills
Redhill Street
Ancoats
Manchester
M4 5BA

Agent (if used)

Ms Ellie Philcox
Euan Kellie Property Solutions
Neo
9 Charlotte Street
Manchester
M1 4ET

Part 1 – Particulars of the application/development

Proposal Erection of 16 x 3 storey townhouses (Class C3) with associated parking, landscaping and boundary treatment and new vehicular access from Cotter Street and associated works

Location Land Bounded By Ardwick Green North, Cotter Street & Niven Street, Manchester, M12 6EY

Date of application 28 December 2022

Application number: 135857/FO/2022

Part 2 – Particulars of decision

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

Article 35 Declaration

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 2565-CDA-00-SL-DR-A-0507

Site plan ref 2565-CDA-00-SL-DR-A-0506
Existing site plan ref 2565-CDA-00-SL-DR-A-0508
Proposed S278 works extent plan ref 2565-CDA-00-SL-DR-A-0502
Proposed Context Plan -plan ref 2565-CDA-00-SL-A -0510
Site Layout - Lighting Schematic plan ref 2565-CDA-00-SL-DR-A-SK13
Facade Study North and South elevations plan ref 2565-CDA-01-XX-DR-A-0702 REV C
Typical planning Details Sheet 1 plan ref 2565-CDA-01-XX-DR-A-0900 REV B
Typical planning Details Sheet 2 plan ref 2565-CDA-01-XX-DR-A-0901 REV A
View 01, View 02, View 03 View 04, View 05, View 06
Design and Access Statement November 2022
Air Quality Assessment ref 6032r1 dated 7th November 2022
Archaeological Desk Based Assessment Issue v1 ref SA/2022/120 dated 8th December 2023
Broadband Connectivity
Construction Management Plan (notwithstanding Saturday start time)
Crime Impact Statement VERSION A dated 02 12.22 ref.2022/0535/CIS/01
Environmental Standards Statement dated November 2022
Light spill document -Ardwick QED dated 30 11.2022
Lighting designs - Ritelux
Schedule of floor area
Planning Policy Compliance Statement December 2022
Economic Viability Appraisal December 2022
Environmental Noise Assessment Report Ref: J004076-5851-LK-01 October 2022
Arboricultural Impact Assessment and Method Statement Ref. 81-008-R2-1 dated 27th October 2022
Preliminary Ecological Appraisal Report Ref. 81-008- R1 -1 dated 2nd November 2022
Drainage Strategy dated 22nd November 2022
Infiltration SuDS GeoReport ref: BGS_328923/38904
Phase 1 Preliminary Risk Assessment ref LKC 22 1502 CL-602-LKC22 1502-01 dated 25th October 2022
Heritage Statement Significance Appraisal & Impact Assessment November 2022
Waste Management Strategy proforma
Transport Statement ref 221129/SK22285/TS01(-01)
Stage 1 Road Safety Audit Designers Response dated 20th December 2022
Received 28th December 2022
Economic Viability Appraisal dated December 2022
Email from planning agent 13th March 2023
Ardwick Green Part M4 (2) Compliance Statement received 13 03 2023
Boundary treatments plan - plan ref 2565-CDA-00-SL-DR-A-0504 REV D received 13 03 2023
Proposed boundary treatment details plan ref 2565-CDA-00-XX-DR-A-2600 REV C received 13 03 2023
Proposed higher levels boundary treatment plan ref 2565-CDA-00-SL-DR-A-0511 REV A received 13 03 2023
Proposed part wall treatment details ref 2565-CDA-00-XX-DR-A-2601 REV A received 13 03 2023
Hard and soft landscaping plan - plan ref 2565-CDA-00-SL-DR-A-0509 rev A received 19 04 2023

Proposed Site Layout -Roof level plan ref 2565-CDA-00-RF-DR-A-0503 REV F received 19 04 2023

Site Layout plan ref 2565-CDA-00-SL-DR-A-0500 REV I received 19 04 2023

Proposed floor plans - plan ref 2565-CDA-01-XX-DR-A-0600 REV G received 19 04 2023

HT01 -Typical Layout plans plan ref 2565-CDA-01-XX-DR-A-0601 REV E received 19 04 2023

Elevation sheet 1 plan ref 2565-CDA-01-XX-DR-A-0700 REV H received 02 05 2023

Elevation sheet 2 plan ref 2565-CDA-01-XX-DR-A-0701 REV H received 02 05 2023

Facade Study East elevation plan ref 2565-CDA-01-XX-DR-A-0703 REV D received 02 05 2023

Facade Study West elevation plan ref 2565-CDA-01-XX-DR-A-0704 REV C received 02 05 2023

Proposed bin store elevations plan ref 2565-CDA-01-XX-DR-A-0705 REV D received 02 05 2023

Access and waste management plan -plan ref 2565-CDA-00-SL-DR-A-0505 REV F received 23 05 2023

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) Prior to the commencement of development, a construction management plan outlining working practices shall be submitted to and approved in writing by the City Council as Local Planning authority, which for the avoidance of doubt shall include as a minimum

- o Hours of working,
- o The routing of construction traffic,
- o Detail the vehicular activity associated with the construction including appropriate swept path assessment,
- o Details of the location and arrangements for contractor parking,
- o The identification of the vehicular access points into the site,
- o 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 and that vehicles would be sheeted ,
- o The details of an emergency telephone contact number for the site contractor to be displayed in a publicly accessible location,
- o For large schemes a highway dilapidation survey including photographs and commentary on the condition of carriageway/footways on construction vehicle routes surrounding the site
- o Identify measures to reduce noise emissions,
- o Acoustic fencing to the western boundary with the St Thomas Centre

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

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

4) Prior to above ground works, samples and specifications of all materials to be used on all external elevations of the development shall be submitted to and approved in

writing by the City Council as local planning authority The development shall be carried out in accordance with the agreed 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)

5) Prior to commencement of any above ground works, full detailed designs (including specifications, and any TRO's) of all off site highways works, 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, prior to the first residential unit being occupied

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

6) The car parking indicated on the approved plans for the development shall be surfaced, demarcated and made available for use prior to the new dwellings hereby approved being occupied, and be available for use solely in connection with the dwellinghouses The car parking be available at all times whilst the dwellings are 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)

7) Prior to the occupation of the development, finalised details of the specification of electric vehicle charging points in the locations shown Site Layout plan ref 2565-CDA-00-SL-DR-A-0500 REV I received 25 04 2023 to serve the houses approved within the development, shall be submitted to and approved by the 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 accommodation being occupied, and thereafter managed and maintained in accordance with the approved details

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)

8) .a)Before the 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 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 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)

9) The cycle storage details shown Proposed floor plans - plan ref 2565-CDA-01-XX-DR-A-0600 REV G received 19 04 2023 shall be implemented in accordance with the approved details, and all the agreed works shall be completed prior to the proposed accommodation 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) a) Before the development hereby approved commences, a report (the Preliminary Risk Assessment) to identify and evaluate all potential sources and impacts of any ground contamination, groundwater contamination and/or ground gas relevant to the site shall be submitted to and approved in writing by the City Council as local planning authority. The Preliminary Risk Assessment shall conform to City Council's current guidance document (Planning Guidance in Relation to Ground Contamination). In the event of the Preliminary Risk Assessment identifying risks which in the written opinion of the Local Planning Authority require further investigation, the development shall not commence until a scheme for the investigation of the site and the identification of remediation measures (the Site Investigation Proposal) has been submitted to and approved in writing by the City Council as local planning authority. The measures for investigating the site identified in the Site Investigation Proposal shall be carried out, before the development commences and a report prepared outlining what measures, if any, are required to remediate the land (the Site Investigation Report and/or Remediation Strategy) which shall be submitted to and approved in writing by the City Council as local planning authority.

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

Reason - To ensure that the presence of or the potential for any contaminated land and/or groundwater is detected and appropriate remedial action is taken in the interests of public safety, pursuant to policies DM1 and EN18 of the Manchester Core Strategy (2012)

11) a) The development shall be implemented in accordance with Environmental Noise Assessment Report Ref J004076-5851-LK-01 October 2022 received 28th December 2022 (including an alternative means of heat removal from the dwellings)

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

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

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

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

Reason - To minimise the impact of the development and to prevent a general increase in pre-existing background noise levels around the site, pursuant to policies SP1 and DM1 of the Manchester Core Strategy (2012) and saved UDP policy DC26

13) a) The development shall be implemented in accordance with details in Waste Management Strategy Proforma, and on plan refs. Proposed bin store elevations plan ref 2565-CDA-01-XX-DR-A0705 REV D received 02 05 2023 and Access and waste management plan -plan ref 2565-CDA-00-SLDR-A-0505 REV F received 23 05 2023

b) A banksman shall be present when refuse vehicles reversing into the site on collection day

The details of the approved scheme 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, and pedestrian safety pursuant to policies EN19 and DM1 of the Manchester Core Strategy (2012)

14) The development shall only be carried out in accordance with sections 3 and 4 of Crime Impact Statement, ref 2022/0535/CIS/01, Version A dated 02 12 22, The development hereby approved shall not be occupied or used until the Council as local planning authority has acknowledged in writing that it has received written confirmation of a secured by design accreditation for that the development

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

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

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 of Manchester Core Strategy (2012)

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

Those details shall include

- Verification report providing photographic evidence of construction as per design drawings,;
- As built construction drawings if different from 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

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)

17) The development shall be implemented in accordance with Arboricultural Impact Assessment and Method Statement Ref 81-008-R2-1 dated 27th October 2022

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

18) No removal of or works to any or shrubs or structures that may be used by breeding birds shall take place during the main bird breeding season 1st March and 31st August inclusive, unless a competent ecologist has undertaken a careful, detailed check of

vegetation for active birds' nests immediately before the vegetation is cleared and provided written confirmation that no birds will be harmed and/or that there are appropriate measures in place to protect nesting bird interest on site.
Any such written confirmation should be submitted to the local planning authority

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

19) Prior to any above ground works in the development hereby approved, a scheme for delivering biodiversity enhancement at the site (including the provision of bird boxes/sparrow terraces and bat boxes/bricks) as shown on Proposed Site Layout -Roof level plan ref 2565-CDA-00-RF-DR-A-0503 REV F received 25 04 2023 , shall be submitted to and approved in writing by the City Council as the local planning authority The biodiversity enhancement measures shall be implemented in accordance with the approved scheme, prior to the occupation of the buildings, 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)

20) a)The landscaping scheme for the development shall be implemented in accordance with the Hard and soft landscaping plan - plan ref 2565-CDA-00-SL-DR-A-0509 rev A received on 25 04 2023

b) Prior to any ground works in connection with the soft landscaping areas shown on Hard and soft landscaping plan - plan ref 2565-CDA-00-SL-DR-A-0509 rev A, finalised details of the species , and associated planting locations, together a management and maintenance strategy, for the proposed landscaping shall be submitted to and approved in writing by the City Council as local planning authority

c)The approved landscaping scheme and arrangements for management and maintenance shall be implemented not later than 12 months from the date the buildings 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)

21) a) The development hereby approved shall be carried out in accordance with the document titled ' Environmental Standards Statement 'dated November 2022

b) A post construction review certificate/statement shall be submitted for approval for the development, within a timescale that has been previously agreed in writing for the development, to the City Council as Local Planning Authority

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

22) If , when the lighting units 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 lighting 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)

23) The window and any glazing to the door to Bedroom no.2 which facing onto the proposed lightwells shall prior to first occupation, and for so long as they are occupied, be obscurely glazed to a height of 1.7m above internal floor level to a specification of no less than level 5 of the Pilkington Glass Scale or such other alternative equivalent

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)

24) The landing and bathroom windows to the western gables of plot nos 04,05,12 and 13 shall prior to first occupation, and for so long as they are occupied, be obscurely glazed to a specification of no less than level 5 of the Pilkington Glass Scale or such other alternative equivalent

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)

25) Notwithstanding the provisions of the Town and Country Planning (General Permitted Development) (England) Order 2015 (as amended) (or any order revoking and re-enacting that Order with or without modification) no part of the development shall be used for any purpose other than the purpose(s) of Class C3(a) of the Schedule to the Town and Country Planning (Use Classes) Order 1987 (as amended) (or in any provision equivalent to that Class in any statutory instrument revoking and re-enacting that Order with or without modification)

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

26) 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)

27) 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 is located pursuant to policies DM1 and SP1 of the Manchester Core Strategy (2012)

28) a) The boundary treatment shall be implemented in accordance with the identified locations on Boundary treatments plan - plan ref 2565-CDA-00-SL-DR-A-0504 REV D and in accordance with Proposed boundary treatment details plan ref 2565-CDA-00-XX-DR-A-2600 REV C and Proposed part wall treatment details ref 2565-CDA-00-XX-DR-A-2601 REV A received 13 03 2023

b) Finalised materials forming the boundary treatments annotated on Boundary treatments plan - plan ref 2565-CDA-00-SL-DR-A-0504 REV D and Proposed boundary treatment details plan ref 2565-CDA-00-XX-DR-A-2600 REV C received 13 03 2023 shall be submitted to and approved in writing by the City Council as local planning authority, prior to boundary treatment being implemented on site.

c) The approved scheme shall be implemented in full before the dwellings are first occupied and retained as such 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

29) Before the development hereby approved commences, an Unexploded Ordnance study, incorporating a mitigation strategy outlining what measures, if any, are required to remediate the land 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 presence of or the potential for any Unexploded Ordnance is detected and appropriate remedial action is taken in the interests of public safety, pursuant to policies DM1 and EN18 of the Manchester Core Strategy (2012)

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

The Project Design shall cover the following

1. A phased programme and methodology of investigation and recording to include: - archaeological evaluation trenching; - pending the results of the above, targeted open-area excavation.
2. A programme for post-investigation assessment to include: - production of a final report on the results of the investigations and their significance.
3. Deposition of the final report with the Greater Manchester Historic Environment Record.
4. Dissemination of the results of the archaeological investigations 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 Project Design.

Reason - To investigate the archaeological interest of the site and record and preserve any remains of archaeological interest, pursuant to saved policy DC20.1 of the Unitary Development Plan for the City of Manchester, and in accordance with NPPF policy 16, paragraph 211: To record and advance understanding of the significance of any heritage assets to be lost (wholly or in part) and to make this evidence (and any archive generated) publicly accessible.

Informatives

Building Regulations 2010

This permission does not grant approval under Building Regulations.

Street Naming & Numbering Requirements

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

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

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

You can apply online at the following address:

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

Mining Information

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

The applicant is advised that 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)

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

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

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

Hedgehogs and amphibians hibernate between October and March and use wood piles and other materials/vegetation for cover. It is therefore suggested that in the interest of best practice, between October and March any wood piles or other suitable materials and vegetation within the area should be checked for hibernating hedgehogs/amphibians before disturbance/clearance. If hedgehogs/amphibians are found at any time during works they should be moved to a safe place outside of the working area where they will be safe from predators.

DRAFT DECISION

Date

Notes

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

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

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

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

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

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

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

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

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

Appendix A



The Coal Authority

STANDING ADVICE - DEVELOPMENT LOW RISK AREA

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

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

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

SCHEDULE 3

THE OWNERS GENERAL COVENANTS

The Owners hereby covenant with the Council as follows

- 1 To notify the Council in writing within 5 (five) Working Days of Commencement of Development and to pay the Management Fee within 5 Working Days of such notification
- 2 To pay to the Council the Affordable Housing Contribution on Commencement of Development
- 3 To provide prior notification to the Council in writing at least 10 (ten) Working Days in advance of the Anticipated Date of Completion of Construction of 75% (seventy five percent) of the Dwellings

VIABILITY REVIEW AT CALCULATION DATE AND VIABILITY PAYMENT

- 4 Within ten (10) Working Days of the Calculation Date
 - 4 1 to confirm the Method of Disposal and the relevant Permitted Profit Level to the Council in writing, and
 - 4 2 to provide a copy of the Viability Appraisal in order that the Council may instruct a Chartered Surveyor to review the Viability Appraisal and advise the Council on its contents and conclusion
- 5 Within forty (40) Working Days of its receipt of the Viability Appraisal the Council shall give written notice to the Owner 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 pursuant to paragraph 5 2 of this Schedule 3 the Owner and the Council shall use reasonable endeavours to reach agreement in respect of the Viability Appraisal but if the Owner and the Council shall have failed to agree the Viability Appraisal within twenty-eight (28) Working Days of the notice served by the Council pursuant to Paragraph 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
- 8 1 1 the Viability Payment (if any), and
- 8 1 2 the Viability Assessment Fee

PROVIDED ALWAYS that the Viability Payment and the aggregate of any Clawback 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

9. RETENTION AS BUILD TO RENT

- 9 1 Where the Method of Disposal is Build to Rent the Owner shall deliver the Dwellings comprising the Development for the private rental market as a Build to Rent scheme and to retain ownership of the whole Development for a period of fifteen years (15) years from Completion of Construction Provided that if the Owner disposes of any part of the Development in breach of this covenant then the clawback provisions set out in clause 19 of the Agreement will be triggered, and the Owner covenants to comply with all the provisions of that clause and upon payment of the Clawback to the Council (or determination that no Clawback is due) this covenant will no longer apply to the relevant Dwellings

RETENTION OF ARCHITECT

- 10 1 The Owner shall use Best Endeavours to continue to employ the Architect as the lead architect throughout the Construction Period and until Practical Completion of the Development PROVIDED THAT the Architect remains willing and able to fulfil such role in relation to the Development and that such employment is capable of being secured on reasonable commercial terms
- 10 2 Should the Architect not be appointed or continue to be appointed in accordance with paragraph 10 1 above the Owner shall immediately notify the Council of this fact and shall use Best Endeavours to appoint a replacement Architect of a similar calibre and reputation as soon as reasonably practicable and shall thereafter notify the Council of the identity of the replacement architect immediately thereafter

SCHEDULE 4

The COUNCIL'S COVENANTS

The Council hereby covenants with the Owner as follows

- 1 To use the Initial Contribution and any Viability Payment and Clawback towards the provision of Affordable Housing within the Administrative Boundaries of Manchester and for no other purpose
- 2 At the written request of the Owner to provide written confirmation of the discharge of the obligations contained in this Agreement when satisfied that such obligations have been performed within twenty (20) Working Days of receipt of the request
- 3 The Council shall provide written details of any expenditure incurred by the Council using the Viability Payment and the Clawback within 20 Working Days of a written request to do so from the party/person who made the payment to the Council
- 4 To repay to the paying party such sum or sums remaining from the Viability Payment and Clawback as have not been expended in accordance with paragraph 1 of this Schedule within ten (10) years of the date of receipt by the Council
- 5 To issue the Planning Permission within two (2) Working Days of the date hereof

SCHEDULE 5

VIABILITY TEMPLATE

Land Bounded By Ardwick Green North, Cotter Street & Niven Street Manchester

Gross Development Value (GDV) £

Net Development Value (NDV) £

Permitted Profit Level – based upon 20% of GDV of Open Market Value	£
Permitted Profit Level – based upon 15% of Costs of Pre-Sale Element	£
Permitted Profit Level – based upon 15% of Costs on Build to Rent	£
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 cost of TBA	£
Interest cost on Deposits - TBA	£
Tax Relief - TBA	£
Agreed Land Value (The Lower of 1) Benchmark Land Value set at Planning Consent Stage of £190,874 or 2) Actual Land Value – to be evidenced)	£
Agreed Stamp Duty - TBA	
Commercial Letting Agent and Legal Fees 10% and 5% of commercial ERV (estimated rental value)	
Investment Sales Agent & Legal Fees 1% of GDV	
TOTAL COSTS (Costs)	
Gross Margin equals GDV - Costs or in a Build to Rent scenario equals NDV - Costs	
Gross Margin minus Permitted Profit Level	
VIABILITY PAYMENT – equating to 50% of Gross Margin minus Permitted Profit Level	

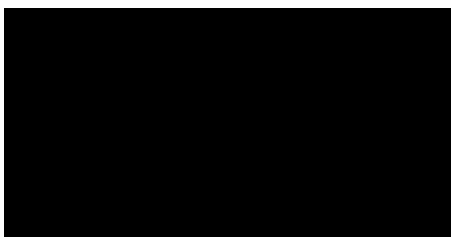
NB – Any Viability Payment plus the Initial Contribution cannot exceed the Maximum Contribution

The Headings in the Viability Template are not exhaustive

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:



01123428



AUTHORISED SIGNATORY

A handwritten signature in black ink, appearing as a stylized, sweeping line.

EXECUTED AS A DEED by THE CHURCH INN (ARDWICK) LIMITED acting by a director

DIRECTOR

Signature: ..



Name (in block capitals) ... HARINDER DHALIWAL

IN THE PRESENCE OF:

Witness Signature:



Name: (in block capitals)

MATT GUINDBHAM

Address:

