

DATED 28th March 2024

THE COUNCIL OF THE CITY OF MANCHESTER

– and –

NIKAR PROPERTIES (SJS) LIMITED

- and -

NIGEL GORDON BRAIN AND KARIN PATRICIA BUTSCHOK as the TRUSTEES OF THE BRAIN
& BUTSCHOK FAMILY TRUST

AGREEMENT

pursuant to section 106 of the Town and
Country Planning Act 1990 (as amended)
relating to land at 28 St John Street Manchester M3 4DJ

City Solicitor
P O Box 532
Town Hall
Albert Square
Manchester M60 2LA
L/AAD/PLA001/84065

THIS AGREEMENT is made the 28th day of March

2024

BETWEEN

- (1) **THE COUNCIL OF THE CITY OF MANCHESTER** of Town Hall, Albert Square, Manchester, M60 2LA (the “**Council**”),
- (2) **NIKAR PROPERTIES (SJS) LIMITED** (incorporated in England and Wales with company number 14266657) whose registered office is at Options House Atkin Street, Worsley, Manchester, United Kingdom, M28 3DG (the “**First Owner**”),
- (3) **NIGEL GORDON BRAIN AND KARIN PATRICIA BUTSCHOK as the TRUSTEES OF THE BRAIN & BUTSCHOK FAMILY TRUST** c/o Options House Atkin Street, Worsley, Manchester, United Kingdom, M28 3DG (the “**Second 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 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 First Owner is the owner of the freehold of the Site registered at the Land Registry with title absolute under title number MAN421098 which is subject to and has the benefit of the Lease.
- C The Second Owner is the owner of a leasehold interest in the Site and more particularly described in the Lease awaiting registration at the Land Registry with title absolute.
- D 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.
- E The Council as local planning authority is satisfied that the Development is such as may be approved by the Council under the Act and is minded to grant planning permission for the Development in accordance with the Application but having considered the Local Plan and the Regulations is desirous of the Owners entering into this Agreement without which planning permission would not be granted.
- F The Owners 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.
- 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 by requiring the provision of private waste management for the lifetime of the Development in accordance with the development plan for the area and other material considerations. The Council is satisfied that the obligations in this Agreement are

- (a) necessary to make the Development acceptable in planning terms (including where appropriate, obligations necessary to mitigate the adverse impacts of the Development in accordance with the development plan for the area and other material considerations),
- (b) directly related to the Development, and
- (c) fairly and reasonably related in scale and kind to the Development

AGREED TERMS

DEFINITIONS AND INTERPRETATION

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

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

“Agreement” shall mean this agreement,

“Application” the application to which the Council gave the reference 136625/FO/2023 for planning permission for the change of use from offices (Class E) to 2no residential dwellings (C3 use),

“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,

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

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

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

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

"Lease" a lease of the basement of 28 St John Street Manchester M3 4DJ dated 4th October 2023 and made between (1) Nikar Properties (SJS) Limited and (2) Nigel Gordon Brain and Karin Patricia Butschok as the Trustees of the Brain & Butschok Family Trust

"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 £207 90 (two hundred and seven pounds and ninety pence) to be used for the purpose of monitoring and reporting on the delivery of this Agreement and the Planning Obligations contained herein,

"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,

"Owners" together the First Owner and the Second Owner,

"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,

"Regulations" the Community Infrastructure Levy Regulations 2010

"RICS" the Royal Institution of Chartered Surveyors

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

"Waste Management Strategy" means the strategy for managing waste at the Development annexed to this Agreement at Annex 1 as may be amended or replaced by the Owners from time to time provided that such amendments or replacement are first approved by the Council in writing,

"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



BLOCK PLAN

1:500 @ A3

28 St. John Street



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PLANNING

REVISION	DATE	DESCRIPTION
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CLIENT: DATA > INPUT CLIENT NAME

PROJECT: PROPOSED RESIDENTIAL DEVELOPMENT

ADDRESS: 28 ST JOHN STREET

DRAWING TITLE: BLOCK PLAN

SCALE: 1:500 @A3

DATE: OCT 2022

DRAWING NO: A665_P_101

OLLIER SMURTHWAITE ARCHITECTS

40 King Street, Manchester, M2 6BA

T 0161 883 0838

F 0161 883 0839

E mail@olliersmurthwaite.com

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 Owners 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, 18 and 19 which shall have immediate effect

4 CONDITION SUBSEQUENT

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

5 THE OWNER'S COVENANTS

5 1 The Owners on behalf of themselves and any person deriving title to any part of the Site from the Owners hereafter hereby covenant 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 Owners 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 Owners otherwise agree be referred to an Expert to be appointed by agreement between the Council and the Owners

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

7 3 Any reference of a dispute to an Expert or 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 representations and cross-representations with such supporting evidence as they shall respectively consider necessary and the Expert shall have regard thereto in making his decision which shall be delivered in writing The reference of any dispute shall include authority to determine in what manner all the costs of the referral shall be paid

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

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

10 COUNCIL'S CONSENT OR APPROVAL

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

11 LOCAL LAND CHARGE AND LAND REGISTRY ENTRY

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

11.2 The Council will upon receipt of a written request of the Owners' 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 clause 11.2 above shall be met by the Owners 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 Owners at their last known addresses,

15 FEES

15.1 The Owners 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 Owners nor absolve the Owners from any liability or obligation imposed upon them by the terms of this Agreement or by statute or at common law,

15.3 The Owners shall pay forthwith to the Council the Management Fee

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. WARRANTY AS TO TITLE

The Owners hereby warrant to the Council that the title details recited in this Agreement are complete and accurate in every respect and no other person has a legal or equitable interest in the Site and hereby indemnifies the Council in respect of any loss that arises should there be any breach of this warranty

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

SCHEDULE 1

The Site

Land at 28 St John Street Manchester M3 4DJ, Manchester and shown for the purposes of identification only edged red on the Plan

SCHEDULE 2

Draft Planning Permission

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 A665_P_102 LOCATION PLAN 1 1250 A3
- BLOCK PLAN A665_P_101 BLOCK PLAN 1 500 A3
- A665_P_105A DEMOLITION PLANS_LOWER 1 100 A3 (Received 11/03/2024)
- A665_P_106 DEMOLITION PLANS_UPPER 1 100 A3
- PROPOSED SITE PLAN A665_P_201 PROPOSED SITE PLAN 1 500 A3
- A665_P_204 PROPOSED REFLECTIVE CEILING PLANS LOWER 1 100 A3
- A665_P_205 PROPOSED REFLECTIVE CEILING PLANS UPPER 1 100 A3
- PROPOSED ELEVATIONS A665_P_301 PROPOSED WEST ELEVATION 1 100 A3
- A665_P_302 PROPOSED SOUTH ELEVATION 1 100 A3
- PROPOSED CONTEXT ELEVATIONS A665_P_303 PROPOSED CONTEXT SOUTH ELEVATION 1:200 A3
- A665_P_304 PROPOSED CONTEXT WEST ELEVATION 1 200 A3
- PROPOSED SECTIONS A665_P_401A PROPOSED SECTION AA 1 100 A3 (Received 11/03/2024)
- A665_P_403 PROPOSED SECTION CC 1 100 A3
- A665_P_404A PROPOSED SECTION DD 1 100 A3 (Received 11/03/2024)
- A665_P_405A PROPOSED SECTION EE 1 100 A3 (Received 11/03/2024)
- A665_P_406A PROPOSED SECTION FF 1 100 A3 (Received 11/03/2024)
- A665_P_500A PROPOSED BASEMENT ELEVATION 1 OF 2 1 20 A3 (Received 11/03/2024)
- A665_P_501B PROPOSED BASEMENT ELEVATION 2 OF 2 1 20 A3 (Received 11/03/2024)
- A665_P_502 PROPOSED FIRST FLOOR ELEVATION 1 20 A3
- A665_P_503 PROPOSED SECOND FLOOR ELEVATION 1 OF 2 1 20 A3
- A665_P_504 PROPOSED SECOND FLOOR ELEVATION 2 OF 2 1 20 A3
- PROPOSED SCHEMATIC SERVICES PLANS A665_P_3006 PROPOSED MECH VENT & SOIL PIPE SCHEMATIC 1 OF 2 1.100 A3
- A665_P_3007 PROPOSED MECH VENT & SOIL PIPE SCHEMATIC 2 OF 2 1 100 A3
- PROPOSED CONSTRUCTION DETAILS A665_T_3000 PROPOSED PARTY FLOOR DETAIL 1 5 A3
- A665_T_3001 PROPOSED NEW PARTY WALL INFILL DETAIL 1 OF 2 1 5 A3
- A665_T_3002 PROPOSED NEW PARTY WALL INFILL DETAIL 2 OF 2 1 5 A3
- A665_T_3003 PROPOSED NEW FRONT DOOR 1:5 A3
- A665_T_3004 NEW SOIL PIPE PLAN DETAIL 1 OF 2 1 5 A3
- A665_T_3005 NEW SOIL PIPE PLAN DETAIL 2 OF 2 1 5 A3
- A665_T_3006 TYPICAL CONSERVATION 1 5 A3
- A665_T_801 TYPICAL EXISTING SASH WINDOW DETAIL 1 20 A3
- A665_T_802 PROPOSED SECONDARY GLAZING DETAIL

(All stamped as received by the City Council as Local Planning Authority on 29 03 2023 unless specified otherwise)

- A665_P_202C PROPOSED BASEMENT, GF & 1ST FLOOR PLANS (Received 11/03/2024)
- A665_P_203A PROPOSED 2ND FLOOR & ROOF PLANS
- A665_P_501A PROPOSED BASEMENT ELEVATIONS
(All stamped as received by the City Council as Local Planning Authority on 01 08 2023 unless specified otherwise)
- A665_P_500C WASTE MANAGEMENT STRATEGY PLAN (Received 11/03/2024)
- A665_P_3007C PROPOSED MECH VENT & SOIL PIPE SCHEMATIC 1 of 2 (Received 11/03/2024)
- A665_P_3008A PROPOSED MECH VENT & SOIL PIPE SCHEMATIC 2 of 2
- A665_T_3005 NEW MECHANICAL VENTILATION DUCT - TYPE A
- A665_T_3005 NEW MECHANICAL VENTILATION DUCT - TYPE B
- A665_T_3005 ELECTRIC RISER DETAIL
(All stamped as received by the City Council as Local Planning Authority on 09.08 2023 unless specified otherwise)
- A665_C_310 PROPOSED GA ELEVATIONS- VENTS DETAIL
- A665_T_802A PROPOSED SECONDARY GLAZING DETAILS
(All stamped as received by the City Council as Local Planning Authority on 12 09 2023)

Documents

- Planning Statement prepared by Paul Butler Associates
- Heritage Statement prepared by Paul Butler Associates
- Design and Access Statement prepared by Ollier Smurthwaite Architects
- Air Quality Assessment prepared by Redmore Environmental Consulting

(All stamped as received by the City Council as Local Planning Authority on 29 03 2023)

- Architectural Method Statement and Specification of Building Elements prepared by Ollier Smurthwaite Architects 2nd Issue (received on 09 08 2023)
- Noise Assessment for Planning Purposes prepared by AEC (received on 12 09 2023)

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

- 3 Notwithstanding No materials shall be used on the proposed development other than those referred to on the approved plans and supporting documentation

Reason - To secure a satisfactory detailed development in accordance with the provisions of Manchester Core Strategy Policies SP1 and DM1 and the National Planning Policy Framework

Pre-commencement

- 4 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
- Measures to control noise and vibration
 - Dust suppression measures
 - Compound locations where relevant
 - Details of an emergency contact telephone number
 - A community consultation plan
 - Sheeting of construction vehicles
 - Parking of vehicle of site operatives and visitors
 - Types and frequency of vehicular demands
 - Routes for construction traffic (Including appropriate swept-path assessment)
 - Locations for loading/unloading and storage of plant, waste and construction materials
 - Any necessary temporary traffic management measures
 - Arrangements for turning vehicles
 - Arrangements to receive abnormal loads or unusually large vehicles

The development shall only be carried out in accordance with the approved management plan

Reason - To safeguard the amenities of nearby residents and neighbouring properties and in the interests of safe operation of the adopted highway in the lead into development both during the demolition and construction phase of the development pursuant to policies SP1, EN9, EN19 and DM1 of the Manchester Core Strategy (July 2012)

5. a) Before the development commences a scheme for acoustically insulating the proposed residential accommodation against noise from surrounding roads / streets shall be submitted to and approved in writing by the City Council as local planning authority. There may be other actual or potential sources of noise which require consideration on or near the site, including any local commercial/industrial premises

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

Noise survey data shall include measurements taken during a rush-hour period and night time to determine the appropriate sound insulation measures necessary. The following noise criteria shall be required to be achieved:

- Bedrooms (night time - 23 00 - 07 00) 30 dB LAeq (individual noise events shall not exceed 45 dB L_{Amax,F} by more than 15 times)
- Living Rooms (daytime - 07 00 - 23 00) 35 dB LAeq

- Gardens and terraces (daytime) 55 dB LAeq

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.

- 6 a) Prior to commencement of the development, a scheme for a clean air intake shall be submitted to and approved in writing by the City Council as local planning authority.

b) Prior to occupation of the development 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 Core Strategy.

- 7 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 Written Scheme of Investigation (WSI) which has been submitted to and approved in writing by the local planning authority. The WSI shall cover the following:
- A phased programme and methodology of investigation and recording to include:
 - archaeological building recording (Historic England Level 2 / 3),
 - archaeological watching brief and recording of previously hidden historic fabric
 - A programme for post-investigation assessment to include:
 - production of a final report on the results of the investigations and their significance
 - Deposition of the final report with the Greater Manchester Historic Environment Record
 - Dissemination of the results of the archaeological investigations commensurate with their significance
 - Provision for archive deposition of the report and records of the site investigation
 - Nomination of a competent person or persons/organisation to undertake the works set out within the approved WSI

Reason: In accordance with NPPF policy 16, paragraph 205. 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.

Pre-occupation

- 8 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 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

9. Prior to the first use of the development a scheme demonstrating that both dwellings hereby approved have achieved a secured by design accreditation shall be submitted to and approved in writing by the Local Planning Authority

Reason - In the interest of designing out criminal and anti-social behaviour in accordance with Core Strategy Policy DM1 and the National Planning Policy Framework

Compliance

10. The scheme for the storage (including segregated waste recycling) and disposal of refuse as detailed drawing A665_P_550C WASTE MANAGEMENT STRATEGY PLAN received on 11.03.2024 shall be implemented as part of the development, be made available for use prior to first occupation and shall remain in situ whilst the use or development is in operation

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

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

Reason - To safeguard the amenities of the neighbourhood by ensuring that other uses which could cause a loss of amenity such as serviced apartments/apart hotels do not commence without prior approval, to safeguard the character of the area, and to maintain the

sustainability of the local community through provision of accommodation that is suitable for people living as families pursuant to policies DM1 and H11 of the Core Strategy for Manchester and the guidance contained within the National Planning Policy Framework

- 12 The residential dwellings hereby approved shall not be sub-divided into further dwellings for the lifetime of the development

Reason – In the interest of securing a high level of amenity for future occupiers in accordance with Core Strategy Policy SP1 and DM1, and the National Planning Policy Framework

SCHEDULE 3

THE OWNER'S 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
- 2 To implement the Waste Management Strategy prior to first Occupation of the Development and maintain this provision for the lifetime of the Development and FOR THE AVOIDANCE OF DOUBT waste management and collection for the Development will be undertaken by a private company or, if the Council runs its own waste collection service on a commercial basis, the Council under a commercial agreement

SCHEDULE 4

The COUNCIL'S COVENANTS

The Council hereby covenants with the Owners as follows

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

ANNEX 1

WASTE MANAGEMENT STRATEGY

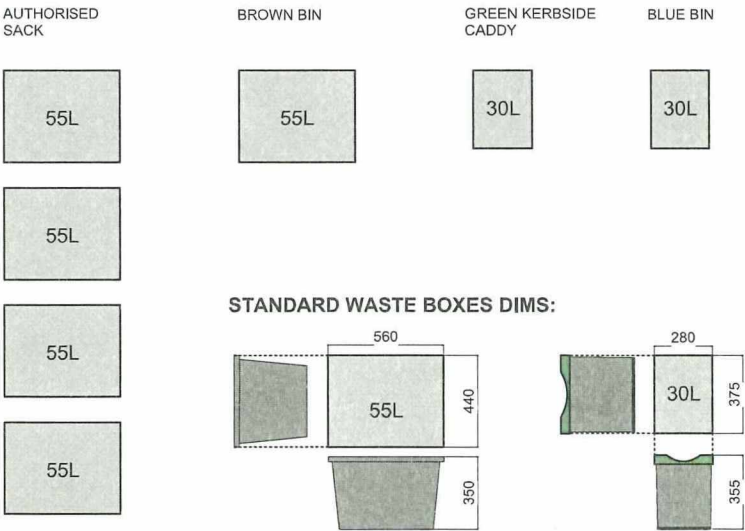
STARTEGY KEY:

- 1) RESIDENTIAL BINS:**
RESIDENTS DEPOSIT REFUSE IN STANDARD WASTE BOXES STACKED IN DESIGNATED AREA WITHIN EACH DWELLING.
- 2) COLLECTION POINT:**
ON COLLECTION DAY WASTE COLLECTORS PICK UP STANDARD WASTE BOXES FROM DESIGNATED LOCATION
- 3) COLLECTION:**
COLLECTOR TO CARRY AND EMPTY CONTAINER TO COLLECTION VEHICLE

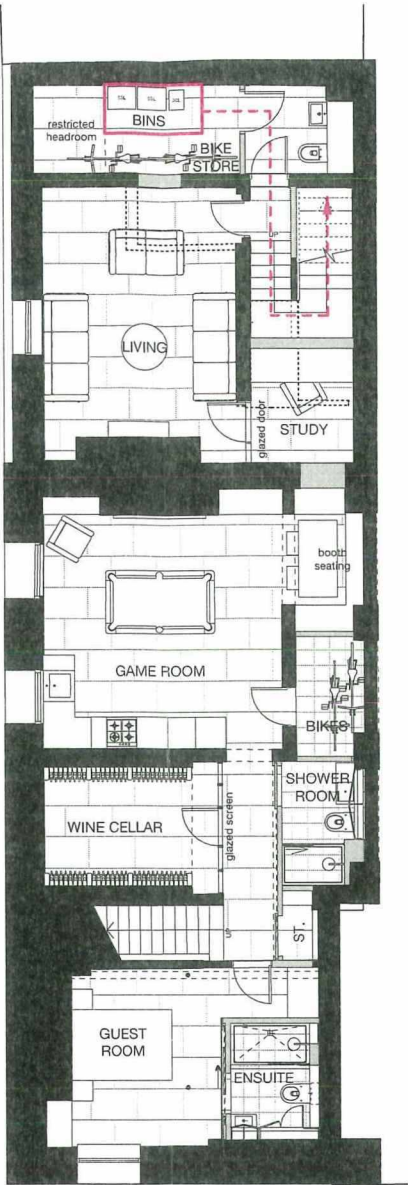
INDIVIDUAL LOW RISE PROPERTY DOMESTIC WASTE AND RECYCLING SERVICE STANDARDS

BIN TYPE	SIZE (LITRE)	MATERIAL	COLLECTION FREQUENCY
BLUE BIN/ BAG	35 L	PAPER, CARD AND CARTOND	EVERY TWO WEEKS
BROWN BIN/ BOX	55 L	GLASS, CANS AND PLASTIC BOTTLES	EVERY TWO WEEKS
GREEN KERBSIDE CADDY	23 L	FOOD WASTE	WEEKLY (FOURTNIGHTLY IN WINTER)
AUTHORISED SACK	140 L	ANY OTHER HOUSEHOLD WASTE THAT CANNOT BE RECYCLED USING SERVICES LISTED ABOVE	EVERY TWO WEEKS

EACH INDIVIDUAL HOUSEHOLD HAS A BIN STORE CONTAINIG STANDARD WASTE BOXES TO ACCOMODATE AS PER TABLE ABOVE:

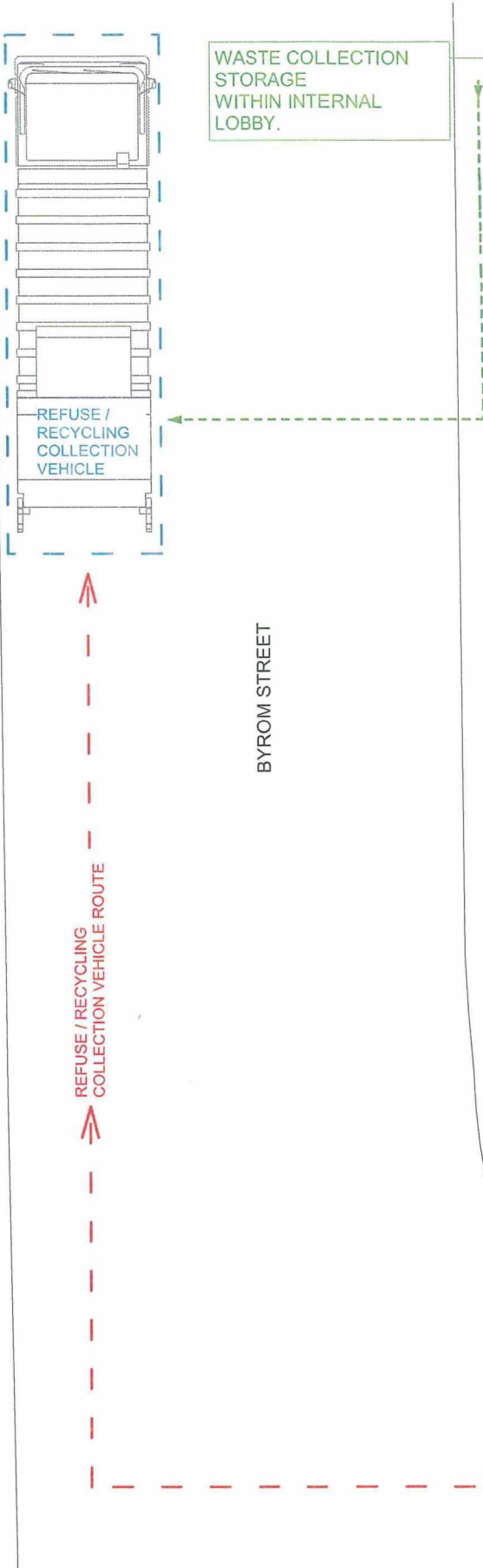


BYROM STREET



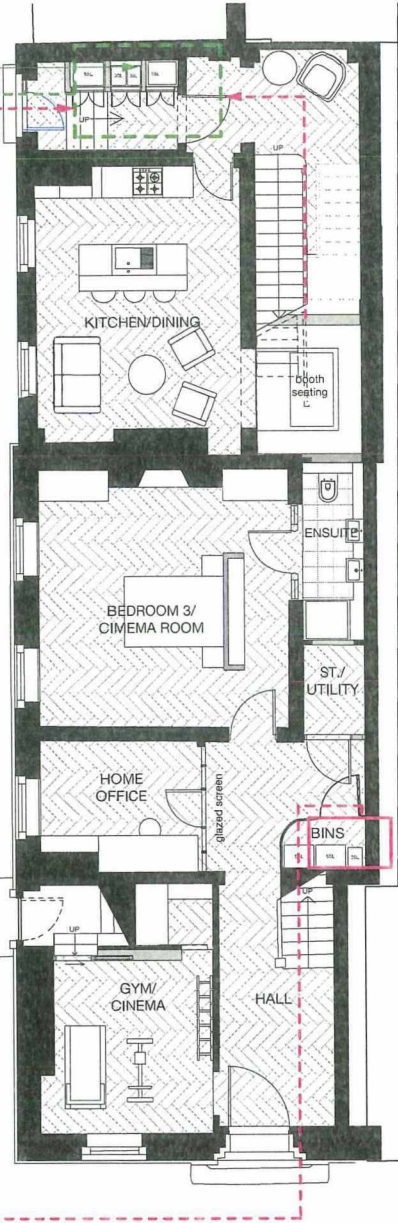
PROPOSED BASEMENT PLAN

BYROM STREET



ST JOHN ST.

REFUSE / RECYCLING COLLECTION VEHICLE ROUTE



PROPOSED GF PLAN

WASTE MANAGEMENT STRATEGY PLAN
1:100 @ A2
28 St John Street



DENOTES NEW WALLS

PLANNING

REVISION	DATE	DESCRIPTION
C	01.03.2021	Basement dividing 2 to become part of large front dividing 1. Minor amendments consequential to that applied.
B	15.11.2023	Internal waste storage for collection added to Byrom St. entrance.
A	10.08.2023	Additional information required.

CLIENT: LEASING OPTIONS LTD
PROJECT: PROPOSED RESIDENTIAL DEVELOPMENT
ADDRESS: 28 ST JOHN STREET
DRAWING TITLE: WASTE MANAGEMENT STRATEGY PLAN
SCALE: 1:100 @ A2
DATE: AUGUST 2023
DRAWING NO: A665_P_550C

OLLIER SMURTHWAITE ARCHITECTS
40 King Street Manchester M2 6BA
T: 0161 883 0838
F: 0161 883 0839
E: mail@olliersmurthwaite.com

01123520

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:



[Handwritten signature]

AUTHORISED SIGNATORY /

Executed as deed by **NIKAR PROPERTIES (SJS) LIMITED** acting
by *KARIN BUTSCHKE* a director, in the presence of: *K. Butschke*
Director

[Handwritten signature]

Signature of Witness

Witness Name: ROSS LIDDLE

Address: **Farleys Solicitors LLP**
196 Deansgate
Manchester
M3 3WF
Occupation: DX 710265 Manchester 3
SOLICITOR

Signed as a deed by **NIGEL GORDON BRAIN** in the presence
of:

[Handwritten signature]

Signature of Witness

Witness Name: ROSS LIDDLE

Address: **Farleys Solicitors LLP**
196 Deansgate
Manchester
M3 3WF
Occupation: DX 710265 Manchester 3
SOLICITOR

[Handwritten signature]

Signed as a deed by **KARIN PATRICIA BUTSCHOK** in the presence of

K Butschok



Signature of Witness

Witness Name ROSS LIDDLE

Address

Occupation

1000 10th Street
N. W.
Seattle, WA 98107
SOLICITOR