

DATED 18th December 2023

THE COUNCIL OF THE CITY OF MANCHESTER

- and -

NORTHERN GATEWAY (FEC) NO. 1 LIMITED

- and -

NORTHERN GATEWAY (FEC) NO. 6 LIMITED

- and -

NORTHERN GATEWAY (FEC) NO. 11 LIMITED

AGREEMENT

**pursuant to section 106 of the Town and
Country Planning Act 1990 (as amended)
relating to Land Bounded By Dantzic Street, Dalton Street And The Railway
Line Known As Plots NT02, NT03 And NT04 Manchester**

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

THIS AGREEMENT is made the 18th day of December 2023

BETWEEN:

- (1) **THE COUNCIL OF THE CITY OF MANCHESTER** of Town Hall, Albert Square, Manchester, M60 2LA (the "**Council**"),
- (2) **NORTHERN GATEWAY (FEC) NO. 1 LIMITED** (incorporated in England and Wales with company number 10724378) whose registered office is at Northern Assurance Building, Second Floor, 9-21 Princess Street, Manchester, England M2 4DN (the "**First Owner**")
- (3) **NORTHERN GATEWAY (FEC) NO. 6 LIMITED** (incorporated in England and Wales with company number 11088244) whose registered office is at Northern Assurance Building, Second Floor, 9-21 Princess Street, Manchester, England M2 4DN (the "**Second Owner**"), and
- (4) **NORTHERN GATEWAY (FEC) NO. 11 LIMITED** (incorporated in England and Wales with company number 12726657) whose registered office is at Northern Assurance Building, Second Floor, 9-21 Princess Street, Manchester, England M2 4DN (the "**Third 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 the parts of the Site registered at the Land Registry with Title Absolute under Title Numbers GM187464, GM827572, LA230307, LA320740 and MAN411242 together with but subject to all matters contained or referred to in the title registers thereunder. The Council has additional interests in the Site by virtue of registered charges registered against Title Numbers GM625052, GM801898, GM807445, GM843640, GM883984, GM891227, MAN361118, MAN373836, GM298899, GM807444, GM891226, GM910397 and MAN289428. It is agreed by the parties that the Owners' covenants hereinafter contained shall not bind the Council.

- B 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.
- C The First Owner is the freehold owner of the parts of the Site registered at the Land Registry with title absolute under title numbers GM948376, GM883983, GM891225, LA85028, MAN24824 and MAN35586.
- D The Second Owner is the freehold owner of the parts of the Site registered at the Land Registry with title absolute under title number GM910397 and with title possessory under title number MAN289428 together with but subject to all matters contained or referred to in the title registers.
- E The Third Owner is the freehold owner of the parts of the Site registered at the Land Registry with title absolute under title numbers GM625052, GM801898, GM807445, GM843640, GM883984, GM891227, MAN373836, GM297548, GM403549 and GM523498 and with title possessory under title numbers MAN361118, MAN361119, MAN351071 and MAN392429 together with but subject to all matters contained or referred to in the title registers. The Third Owner is also the leasehold owner of the parts of the Site registered with absolute leasehold title under title numbers MAN3210 and MAN4857 and with good leasehold title under title numbers GM298899, GM807444 and GM891226.
- F Network Rail Infrastructure Limited is the freehold owner of the part of the Site registered at the Land Registry with title absolute under title number MAN293514 together with but subject to all matters contained or referred to in the title register. It is agreed by the parties that Network Rail Infrastructure Limited is not a required party to this Agreement and their interest in the Site is not bound to observe and perform the covenants hereinafter contained.
- G Northern Gateway (FEC) No 7 Limited is the leasehold owner of the part of the Site registered at the Land Registry with title absolute under title number MAN411245 together with but subject to all matters contained or referred to in the title register. It is agreed by the parties that Northern Gateway (FEC) No 7 Limited is not a required party to this Agreement and their interest in the Site is not bound to observe and perform the covenants hereinafter contained.

- H Other (relatively small) parts of the Site do not have a registered title and, as noted above, other parts are title possessory and accordingly the legal ownership of or any ownership with a superior class of title to these are unknown
- I 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
- J 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
- K The Council has determined that the Development in order to comply with policy H8 of the Core Strategy should provide a payment of £34,837,977 (thirty four million eight hundred and thirty seven thousand nine hundred and seventy seven pounds) Index Linked towards the provision of Affordable Housing within the City of Manchester, being the Maximum Contribution However, the Owners have stated that there are viability issues affecting the development of the Site and has submitted to the Council documentation in support of this contention The Council has agreed to accept the Shared Ownership Units in lieu of the Maximum Contribution on the basis of the information contained in the documentation relating to viability submitted by the Owners to the Council The Owners have agreed provide the Shared Ownership Units 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
- L The planning purpose of this Agreement is to improve the amenity of land in the locality of the Site with benefit for the occupiers of the Development and to mitigate the adverse impacts of the Development in accordance with the development plan for the area and other material considerations In particular the Council has recognised the difficulty faced by lower income groups in buying homes within the Administrative Boundaries of Manchester and the planning purpose of this

Agreement is to increase the provision of Affordable Housing within the Administrative Boundaries of Manchester. The Owners intend to make provision for Affordable Housing in the manner hereinafter appearing. 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),

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

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

“Affordable Housing Statement” a written statement detailing the provisions of the Affordable Housing Units in accordance with policy H8 in the form attached at Appendix 1 which has been approved by the Council detailing the following

- The agreed housing mix,
- The proposed arrangements for the transfer of the Affordable Housing Units to a Registered Provider,

- Proposed arrangements to ensure that the provisions of the dwellings are affordable for both first and subsequent occupiers of the Affordable Housing Units, and

- The occupancy criteria used to determine the identity of the occupiers of the Affordable Housing Units

"Affordable Housing Unit" each of those Dwellings which shall be designated as Affordable Housing under any Affordable Housing Statement submitted by the Owners and approved by the Council and in accordance with the Planning Permission and "Affordable Housing Units" shall be construed accordingly,

"Agreement" shall mean this agreement,

"Application" the application for development to which the Council gave the reference 136814/FO/2023 for the erection of a phased residential led mixed use development comprising three residential towers (Use Class C3a) (NT02 34 storeys, NT03 part 8, part 20 and part 31 storeys and NT04 part 8, part 27 storeys) with associated flexible non-residential floorspace comprising commercial, business, service and community uses (Use Classes E, F and Sui Generis), erection of a 6 storey residential amenity space within a clubhouse building (part of NT02), with associated car and cycle parking, hard and soft landscaping, improvement works to Dantzic Street, drainage infrastructure and associated engineering works following demolition of existing buildings and structures at Land Bounded By Dantzic Street, Dalton Street And The Railway Line Known As Plots NT02, NT03 And NT04 Manchester

"Application Management Fee" shall mean 15% of the planning application fee which equates to £36,717 15 for the purpose of monitoring and reporting on the delivery of this Agreement and the Planning Obligations contained herein,

"Architect" Hawkins Brown of 3rd Floor, Hilton House, 26-28 Hilton St, Manchester M1 2EH for plots NT02 and NT03 and Maccreanor Lavington of 63, Gee Street, London EC1V 3RS for plot NT04

"Benchmark Land Value" means £7,815,600 (seven million eight hundred and fifteen thousand six hundred pounds) Index Linked,

“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 Owners, 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” means a development that will deliver new-build homes for the private rental market, to be retained by the Owner or their successor in title on Completion as an investment and 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 which, in relation to each individual block of Build to Rent use will be professionally managed in single ownership and management control,

“Calculation Date” means on the Completion of Construction of 75% of the Dwellings or within 36 months of Commencement of Development, whichever is the earlier

“Chargee” means a mortgagee or chargee (or any receiver) (including an administrative receiver) appointed by such mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security or any administrator (howsoever appointed) including a housing administrator (each a receiver) of the whole or any part of the Affordable Housing Units or any persons or bodies deriving title through such mortgagee or chargee or receiver,

“Chartered Surveyor” a professional expert who may be appointed by the Council to review appraisals submitted by the Owners in accordance with Schedule 5 of this Agreement and 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 Open 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,

“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 (including any works associated with investigations relating thereto), environmental or archaeological investigations, site and soil surveys, erections of contractors work compounds, 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

“Commercial Unit” means any commercial (Use Class E) unit to be constructed on the Site as part of the Development pursuant to the Planning Permission,

“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, 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”,

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

“Disposal” means

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

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

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

“Eligible Purchaser” a person who meets the criteria set out within Homes England Shared Ownership Capital Funding Guide,

“Expert” means

- (a) in the case of any matter relating to a Viability Appraisal and/or a Clawback Valuation hereto an independent Chartered Member of the Royal Institution of

Chartered Surveyors with a minimum of ten (10) years post-qualification experience with experience of similar developments in the North of England, and

- (b) in the case of any other matter under this Agreement (other than a dispute over a legal matter) 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 relevant part thereof), or the retention of the whole or part of the Development by the Owners on Completion of Construction as Build to Rent 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 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 (or relevant part thereof) 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 (or relevant part thereof) For the avoidance of doubt binding legal documents relating to the sale of one or more Dwellings (and not sold as Build to Rent) will not be classed as a Forward Sale,

“GDV” means gross development value as defined in RICS Guidance or any replacement, update or amendment of the same together with the value of any grant funding/public subsidy received in respect of the Development or any part thereof 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 **AND** where in the opinion of the Council a Dwelling

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 but for the avoidance of doubt the option to substitute the Open Market Value shall not apply in the case of a Forward Sale or sale of whole or part of the Development,

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

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

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

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

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

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

“Market Dwelling” means any Dwelling which is not an Affordable Housing Unit and **“Market Dwellings”** shall be construed accordingly

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

“Maximum Contribution” the sum of £34,837,977 (thirty four million eight hundred and thirty seven thousand nine hundred and seventy pounds) Index Linked,

“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 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 July 2021 being the framework setting out the Government’s planning policies for England and how these are expected to be applied as may be amended or any replacement of the same

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

“Open Market Sales” means the marketing and sale of individual Dwellings within the Development Disposed of at Open Market Value,

“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,

“Owners” means the First Owner, the Second Owner and the Third Owner,

“Permitted Profit Level” means

(a) In the case of a Pre-Sale when the Gross Margin is equivalent to 15% (fifteen per cent) of the GDV, and

(b) In the case of Build to Rent when the Gross Margin is 12% (twelve per cent) of the GDV,

(c) In the case of the 5% Affordable Housing provided pursuant to this Agreement when the Gross Margin is equivalent to 6% (six per cent) of the GDV, and

(d) in all other cases and in the case of Open Market Sales when the Gross Margin is equivalent to 20% (twenty per cent) of the GDV,

"Phase" shall mean if the Planning Permission allows for the carrying out of the Development in distinct phases any such phase of the Development and "Phases", and "Phase of the Development" shall be construed accordingly AND FOR THE AVOIDANCE OF DOUBT if the Development is carried out all at once and not in distinct phases this shall be considered a single phase,

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

"Practical Completion" the issue of a certificate of practical completion by the Owners' Architect, Engineer or other certifying officer as the case may be under the relevant building contract entered into in respect of the Development or part or parts thereof,

"Pre Sale" means a Forward Sale or Forward Funding Arrangement or a Build to Rent Forward Funding Arrangement of the whole or part or parts of the completed Development prior to the Calculation Date,

"Pre Sale Element" the part, or if more than one Pre Sale occurs, those parts of the Development in respect of which a Pre Sale has taken place,

"Build to Rent 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 Build to Rent 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 the Development will not be classed as a Build to Rent Forward Funding Arrangement,

"Protected Tenant" any tenant who

- (a) has exercised the right to acquire pursuant to the Housing Act 1996 or any statutory provision for the time being in force (or any equivalent contractual right) in respect of a particular Affordable Housing Unit, and/or
- (b) has exercised any statutory right to buy (or any equivalent contractual right) in respect of a particular Affordable Housing Unit, and/or
- (c) has entered into a Shared Ownership Lease with a Registered Provider (or similar arrangement where a share of the Affordable Housing Unit is owned by the tenant and a share is owned by the Registered Provider) in respect of a particular Affordable Housing Unit and the tenant has subsequently purchased from the Registered Provider all the remaining equity so that the tenant owns 100% of the Affordable Housing Unit,

"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,

"Registered Provider" means either a registered social landlord as defined in the Part 1 of the Housing Act 1996 who is registered with the Regulator pursuant to s 3 of the Housing Act 1996 and has not been removed from that register pursuant to s 4 of Housing Act 1996 or a provider of social housing as defined in s 80 of the Housing and Regeneration Act 2008 who is registered with the Regulator pursuant to s 111 of the Housing and Regeneration Act 2008 and has not been removed from the register,

"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,

“Shared Ownership Housing” means Affordable Housing sold and leased by a Registered Provider on Shared Ownership Terms,

“Shared Ownership Lease” a lease the terms of which provide for ownership to be shared between the occupier and a landlord under which the occupier owns part of the equity in the leasehold title and pays a rental on the balance of the equity held in the leasehold interest, permitting staircasing up to 100%,

“Shared Ownership Terms” means the terms of a disposal contained in model shared ownership leases published by Homes England from time to time whereby (i) a Registered Provider sells shares in the equity of a dwelling to an Eligible Purchaser (the initial share being between 25% and 75%) who pays rent upon the remainder and (ii) Staircasing to 100% of the equity of the dwelling is permitted,

“Shared Ownership Unit” means a single Dwelling that is also Shared Ownership Housing,

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

“Staircasing” means the exercise by the owner/occupier of a Shared Ownership Unit of the right to purchase additional equity shares up to 100% of the entire interest in the Shared Ownership Unit after which the rent payable on any equity share retained by the Registered Provider shall be reduced proportionally and “Staircase” shall be construed accordingly,

“Viability Appraisal” a written appraisal in accordance with the RICS Guidance and in the form set out in Schedule 5 to assess the Gross Margin in relation to the residential aspect of the Development required to be provided on the Calculation Date in accordance with the provisions of Schedule 3 of this Agreement,

“Viability Assessment Fee” the sum of up to twelve thousand pounds (£12,000 00) 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 Owners 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 Payment as well as any Clawback shall not exceed the Maximum Contribution The Viability Payment will be payable in accordance with the timescales set out in Schedule 3 hereto,

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

- (a) the day on which the Council states pursuant to paragraph 3 1 of Schedule 3 that the Viability Appraisal is agreed,
 - (b) the day on which the Viability Appraisal is agreed in writing between the Owners and the Council pursuant to paragraph 4 of Schedule 3, and
 - (c) the day on which the written determination of the Expert is issued pursuant to Clause 7 of the 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 Save in respect of Clauses 21 1 and 21 2 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

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 20 which shall have immediate effect

4 CONDITION SUBSEQUENT

If the Planning Permission for the Development has not been implemented by the carrying out of a material operation in accordance with the provisions of sections 56,

91 and 93 of the Act or is revoked or modified in whole or in part (other than in approval of an application by or on behalf of the 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 OWNERS' COVENANTS

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 their part contained in this Agreement including those obligations set out in Schedule 3 and hereby agree 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 or the Royal Institution of Chartered Surveyors as applicable

7 3 Any reference of a dispute to an Expert shall if the parties are agreed in writing be deemed to be a reference to an expert (and not to an arbitrator) whose decision shall be final and binding (save for 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 provided that this clause shall not apply to the Disposal of a Dwelling or Commercial Unit or a Disposal to a statutory undertaker for the purpose of their statutory undertaking.

9.2 No person shall be liable for any breach, non-performance and non-observance of the covenants, obligations and restrictions contained in this Agreement after it shall have parted with its entire interest in the Site or its interest in the relevant part thereof (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 obligations contained in this Agreement shall not be binding on

9 3 1 Any tenant, owner, occupier, mortgagee, and/or chargee of a Dwelling and their successors in title,

9 3 2 Any tenant, owner, occupier, mortgagee, and/or chargee of a Commercial Unit and their successors in title, and

9 3 3 Any statutory undertaker who acquires any part of the Site for the purpose of its statutory undertaking

9 4 The provisions of this Agreement shall not be binding on a Protected Tenant or their mortgagees

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, 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 Owners or their successors in title, at any time after the obligations set out herein have been fulfilled in their entirety, issue written confirmation thereof 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 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 registered office 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 in the sum of £8,910,

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 on the date hereof pay to the Council the Application Management Fee,

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

16 INTEREST

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

17 WARRANTY AS TO TITLE

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

18 JURISDICTION

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

19 CLAWBACK

19 1 Where at any time during the Clawback Period any one or more Dwellings in any part of the Development which have been delivered as Built to Rent are not retained in single ownership by the Owners and are the subject of Open Market Sales the Owners at the relevant time 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 twenty (20) Working Days of its receipt of the Clawback Valuation the Council shall give written notice to the Owners 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 Owners pursuant to clause 19 2 2 the Owners and the Council shall use reasonable endeavours to reach agreement in respect of the Clawback Valuation but if the Owners 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 Expert, in accordance with the provisions of Clause 7 with the Expert 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 Expert 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 Owners will pay the Clawback to the Council to provide Affordable Housing within the Administrative Boundaries of Manchester

19 5 The Owners 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 Expert pursuant to clause 19 3

19 6 Each time the Council is required to assess the Clawback Valuation under this Clause, the Owners covenant to pay the Council's reasonable costs of such calculation such costs will be notified to the Owners 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

19 9 Where an Owner has Disposed of its interest in any part of the Development comprising Build to Rent to a party as a Build to Rent development then the obligations in this Clause 19 shall no longer be the responsibility of that Owner in respect of that part of the Development and shall be enforced against the party to whom the relevant Build to Rent part of the Development has been Disposed

20 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

21 MORTGAGEE

21 1 Any mortgagee or chargee with an interest in the Site from time to time (including for the avoidance of doubt the Mortgagees) will not incur any liability for any breach of the obligations contained in this Agreement unless and until they become a mortgagee in possession of the Site or any part of it in which case they will be liable for any breach of the obligations in this Agreement or for costs arising whilst the mortgagee is in possession of all or any part of the Site

21 2 For the avoidance of doubt the limitation of liability contained in clause 21 1 shall apply to a mortgagee in possession and not to any successor in title to that mortgagee

22 PROTECTED TENANTS AND CHARGEES

22 1 The affordable housing provisions in this Agreement shall not be binding on

21 1 1 a Protected Tenant, or

21 1 2 a Chargee PROVIDED THAT

21 1 2 1 such Chargee shall first give written notice to the Council of its intention to dispose of any of the Affordable Housing Units and shall have used reasonable endeavours over a period of three months from the date of the written notice to complete a disposal of any of the Affordable Housing Units to another Registered Provider or to the Council for a consideration not less than the amount due and outstanding under the terms of the relevant security document including all accrued principal monies, interest and costs and expenses, and

21 1 2 2 if such disposal has not completed within the three month period the Chargee shall be entitled to dispose of any of the Affordable Housing Units free from the affordable housing provisions in this Agreement which provisions shall determine absolutely

22. RESTRICTION ON TITLE

The Owners covenant with the Council that

23 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 8 of Schedule 3 of a Section 106 Agreement made between (1) THE COUNCIL OF THE CITY OF MANCHESTER (2) NORTHERN GATEWAY (FEC) NO 1 LIMITED (3) NORTHERN GATEWAY (FEC) NO 6 LIMITED (4) and NORTHERN GATEWAY (FEC) NO 11 LIMITED have been complied with or that they do not apply to the disposition "

22.2 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,

22.3 Prior to or upon completion of this Agreement the Owners 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 Dantzic Street, Dalton Street And The Railway Line Known As
Plots NT02, NT03 And NT04 Manchester

SCHEDULE 2

Draft Planning Permission



Town & Country Planning Act 1990 (as amended)

Planning Permission

Applicant

Northern Gateway (FEC) No.11 Limited
2nd Floor Northern Assurance Building
9-21 Princess Street
Manchester
M2 4DN

Agent (if used)

Mr Ed Harvey
Avison Young
11 York Street
Manchester
M2 2AW

Part 1 – Particulars of the application/development

Proposal: Erection of a phased residential led mixed use development comprising three residential towers (Use Class C3a) (NT02 34 storeys, NT03 part 8, part 20 and part 31 storeys and NT04 part 8, part 27 storeys) with associated flexible non-residential floorspace comprising commercial, business, service and community uses (Use Classes E, F and Sui Generis), erection of a 6 storey residential amenity space within a clubhouse building (part of NT02), with associated car and cycle parking, hard and soft landscaping, improvement works to Dantzic Street, drainage infrastructure and associated engineering works following demolition of existing buildings and structures

Location Land Bounded By Dantzic Street, Dalton Street And The Railway Line Known As Plots NT02, NT03 And NT04, Manchester

Date of application 9 May 2023

Application number 136814/FO/2023

Part 2 – Particulars of decision

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

Article 35 Declaration

Officers have worked with the applicant in a positive and proactive manner based on seeking solutions to problems arising in relation to dealing with the planning application. Pre application advice has been sought in respect of this matter where early discussions took place regarding the siting/layout, scale, design and appearance of the development along with other matters. Further discussion has taken place during the course of the application. The proposal is considered to be acceptable and therefore determined within a timely manner.

Condition(s) attached to this decision

- 1) In this permission, the following definitions are applicable:

- Enabling Phase to include site set up (erection of hoardings, siting of cabins and securing of the site), vegetation clearance, above ground demolition, ground remediation, disconnection of services, gas main relocation and removal of the Network Rail Mound and erection of a retaining wall.

- Construction Phase to include the building of plots NT02, NT03 and NT04 including associated hard and soft landscaping, public realm and highway improvement works or other associated works of the development

Reason - To clarify the various phases of the development pursuant to policies SP1 and DM1 of the Manchester Core Strategy (2012)

2) 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.

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

Drawings

01110000, 01140000, RDB-HBA-2X-RF-DR-AR200133, RDB-HBA-2B-ZZ-DR-AR200310, RDB-HBA-2C-ZZ-DR-AR200311, RDB-HBA-2C-ZZ-DR-AR200312, RDB-HBA-2X-ZZ-DR-AR200313, RDB-HBA-2X-ZZ-DR-AR200314, 01310000, 01310001, 01310002, 01310010, 01310020, 01310060, 01310070, 01310090, 01310100, 01310110, 01310120, 01310190, 01310200, 01310220, 01310230, 01310240, 01310250, 01310270, 01310340, 01321001, 01321002, 01321003, 01321004, RDB-OPN-00-ZZ-DR-LA210000, RDB-OPN-00-00-DR-LA210001, RDB-OPN-00-00-DR-LA210002, RDB-OPN-00-00-DR-LA210100, RDB-OPN-2B-00-DR-LA310000, RDB-OPN-2B-00-DR-LA310001, RDB-OPN-2B-ZZ-DR-LA310002, RDB-OPN-2D-00-DR-LA310000, RDB-OPN-2D-00-DR-LA310001 and RDB-OPN-2D-ZZ-DR-LA310002 received by the City Council, as Local Planning Authority, on the 26 April 2023

RDB-OPN-2D-00-DRLA-310000_P02, RDB-OPN-2B-00-DRLA-310000_P02, RDB-OPN-00-ZZ-DRLA-210000_P02, RDB-OPN-00-ZZ-DRLA-210001_P02, RDB-OPN-00-ZZ-DRLA-210100_P02, RDB-HBA-2X-LG-DRAR-080098-P07, RDB-HBA-2X-IT-DRAR-080099-P06, RDB-HBA-2X-UG-DRAR-080100-P06, RDB-HBA-2X-01-DRAR-080101-P05, RDB-HBA-2X-02-DRAR-080102-P05, RDB-HBA-2X-03-DRAR-080103-P05, RDB-HBA-2X-04-DRAR-080104-P05, RDB-HBA-2X-05-DRAR-080105-P05, RDB-HBA-2X-07-DRAR-080107-P05, RDB-HBA-2X-08-DRAR-080108-P04, RDB-HBA-2X-19-DRAR-080119-P04, RDB-HBA-2X-28-DRAR-080128-P05, RDB-HBA-2X-30-DRAR-080130-P05 and RDB-HBA-2X-31-DRAR-080131-P05 received by the City Council, as Local Planning Authority, on the 13 July 2023

RDB-MLA-2D-00-DR-AR-01310002 P0, RDB-MLA-2D-02-DR-AR-01310020 P0, RDB-MLA-2D-12-DR-AR-01310120 P0, RDB-MLA-2D-XX-DR-AR-01310000 P0, RDB-MLA-2D-XX-DR-AR-01310001 P0, RDB-MLA-2D-XX-DR-AR-01331002 P0, RDB-MLA-2D-XX-DR-AR-01331004 P0, RDB-MLA-2D-XX-DR-AR-01431003 P0, RDB-MLA-2D-XX-DR-AR-01431004 P0, RDB-MLA-2D-XX-DR-AR-01431005 P0 and RDB-MLA-2D-XX-DR-AR-01431006 P0 received by the City Council, as Local Planning Authority, on the 9 October 2023

Supporting information

Design and Access Statement, including Landscape section, Refuse Management Strategy and External Lighting Plan prepared by Hawkins Brown, Maccleanor Lavington, Schulze+Grassov, OP-EN, and WSP, Planning Statement prepared by Avison Young, Biodiversity Net Gain Assessment prepared by TEP, Broadband Connectivity Assessment prepared by G-Tech, Crime Impact Statement prepared by GMP, Environmental Standards Statement prepared by WSP, Financial Viability Assessment prepared by Savills, Fire Strategy Statements prepared by Hoare Lea, Local Labour Agreement prepared by Avison Young, Statement of Community Involvement prepared by Counter Context, Sustainability Strategy prepared by WSP, Tall Building Statement prepared by Avison Young, TV Reception Statement prepared by G-Tech and Utilities Statement prepared by WSP received by the City Council, as Local Planning Authority, on the 26 April 2023

Environmental Statement (Volume 2)

- Townscape and Visual Impact (Chapter 6) prepared by OPEN
- Ecology and Nature Conservation (Chapter 7) including Arboricultural Impact Assessment prepared by TEP;
- Cultural Heritage (Chapter 8) prepared by WSP,
- Flood Risk and Drainage (Chapter 10) prepared by WSP,
- Transport and Access (Chapter 11) prepared by WSP
- Air Quality and Dust (Chapter 12) prepared by WSP
- Noise and Vibration (Chapter 13) prepared by WSP
- Daylight, Sunlight and Overshadowing (Chapter 14) prepared by WSP
- Wind Microclimate (Chapter 15) prepared by WSP
- Socio-Economics (Chapter 16) prepared by WSP
- Health and Wellbeing (Chapter 17) prepared by WSP
- Climate Change (Chapter 18) prepared by WSP

received by the City Council, as Local Planning Authority, on the 26 April 2023

Environmental Statement Volume 3 Appendices received by the City Council, as Local Planning Authority, on the 26 April 2023

Environmental Statement (Volume 4) Including appendices

Appendix I Ground Conditions Technical Note
Appendix II Transport and Access Technical Note
Appendix III Air Quality and Dust Technical Note
Appendix IV Noise and Vibration Technical Note
Appendix V Replacement Flood Risk Assessment and Drainage Strategy
Appendix VI Updated Planning Drawings

received by the City Council, as Local Planning Authority, on the 13 July 2023

Reason - To ensure that the development is carried out in accordance with the approved plans. Pursuant to policies SP1 and DM1 of the Core Strategy

4) Prior to the commencement of any Enabling Phase (save for the site set up vegetation clearance and above ground demolition, and disconnection of services), a detailed phasing plan for the Enabling Phases of the development shall be submitted for

approval in writing by the City Council, as Local Planning Authority. The Enabling phases of the development shall then be carried out in accordance with the Enabling Phasing Plan and timescales agreed.

Reason - The enabling works are to be carried out on a phased basis and details must therefore be agreed in this pursuant to policies SP1 and DM1 of the Manchester Core Strategy (2012).

5) No demolition works or vegetation clearance as part of an Enabling Phase shall take place during the optimum period for bird nesting (March - September inclusive) unless nesting birds have been shown to be absent, or, a method statement for the demolition including for the protection of any nesting birds is agreed in writing by the City Council, Local Planning Authority. Any method statement shall then be implemented for the duration of the demolition works.

Reason - In order to protect wildlife from works that may impact on their habitats pursuant to policy EN15 of the Manchester Core Strategy (2012).

6) In this condition "retained tree" means an existing tree, shrub or hedge which is to be as shown as retained within the a ES Volume 3 Appendix 7.7 Arboricultural Impact Assessment (Application 5) prepared TEP received by the City Council, as Local Planning Authority, on the 26 April 2023, and paragraphs (a) and (b) below shall have effect until the expiration of 5 years from the date of the occupation of the building for its permitted use.

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

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

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

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

7) All tree work should be carried out by a competent contractor in accordance with British Standard BS 3998 "Recommendations for Tree Work".

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

8) Prior to the commencement of an Enabling Phase of the development (save for the site set up, above ground demolition and disconnection of services), an invasive non-native species protocol for that Enabling Phase shall be submitted for approval by the City Council, as Local Planning Authority. This shall detail the containment, control and removal of Giant Hogweed and Japanese Knotweed at the site within that Enabling Phase. The Enabling Phase shall be carried out in accordance with the approved protocol for that Enabling Phase of the development

Reason - In order to deal with the invasive non-native species at the application site pursuant to policy EN15 of the Manchester Core Strategy (2012)

9) Prior to the commencement of the Enabling Works, a detailed construction management plan outlining working practices for the Enabling Works shall be submitted to and approved in writing by the Local Planning Authority

The construction management plans shall include:

- o Display of an emergency contact number,
- o Communication strategy with residents,
- o Details of Wheel Washing;
- o Dust suppression measures,
- o Compound locations where relevant,
- o Location, removal and recycling of waste,
- o Routing strategy and swept path analysis;
- o Parking of construction vehicles and staff; and
- o Sheeting over of construction vehicles
- o Details of the measures which will be taken to ensure the protection of controlled water resources.

Manchester City Council encourages all contractors to be 'considerate contractors' when working in the city by being aware of the needs of neighbours and the environment. Membership of the Considerate Constructors Scheme is highly recommended.

The Enabling Works shall be carried out in accordance with the approved construction management plans for the duration of the Enabling Works of the development

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

10) a) Prior to the commencement of the Enabling Works, details of a Local Labour Proposal, in order to demonstrate commitment to recruit local labour for the duration of the Enabling Works of the development, shall be submitted for approval in writing by the City Council, as Local Planning Authority. The approved document shall be implemented as part of the relevant Enabling Phase of the development. In this condition a Local Labour Proposal means a document which includes

- i) the measures proposed to recruit local people including apprenticeships
- ii) mechanisms for the implementation and delivery of the Local Labour Proposal
- iii) measures to monitor and review the effectiveness of the Local labour Proposal in achieving the objective of recruiting and supporting local labour objectives

(b) Within one month prior to the Enabling Works being completed, a detailed report for the Enabling Works which takes into account the information and outcomes about local

labour recruitment pursuant to items (i) and (ii) above shall be submitted for approval in writing by the City Council as Local Planning Authority

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

11) Prior to the commencement of any Construction Phase, a detailed phasing plan for the Construction Phases of the development shall be submitted for approval in writing by the City Council, as Local Planning Authority. This shall include indicative timescales for implementation. The Construction Phases of the development shall then be carried out in accordance with the building works phasing plan and timescales agreed.

Reason - The building works is to be carried out on a phased basis and details must therefore be agreed in this regard to ensure that a comprehensive development provided at this site pursuant to policies SP1 and DM1 of the Manchester Core Strategy (2012)

12) No Enabling Phase (save for the site set up vegetation clearance above ground demolition, and disconnection of services) shall take place until the applicant or their agents or their successors in title has secured the implementation of a programme of archaeological works for that Enabling Phase 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

1 A phased programme and methodology of investigation and recording to include

- archaeological evaluation trenching of Plots NT03 and NT04;
- pending the results of the above, targeted open-area excavation.

2. A programme for post-investigation assessment and analysis to include

- production of a final report on the results of the investigations of NT03 and NT04 and their significance,
- analysis of the available material excavated from NT02 in 2019 in accordance with the methodology set out in the post-excavation report prepared by Salford Archaeology (North View, Dantzic Street: Archaeological Post-excavation Assessment, dated January 2020).

3 Deposition of the final reports 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 WSI

Reason: To record and advance understanding of heritage assets impacted on by the development and to make information about the heritage interest publicly accessible pursuant to policies EN3 of the Manchester Core Strategy (2012) and saved policy DC20 of the Unitary Development Plan for the City of Manchester (1995)

13) a) Prior to the commencement of a Construction Phase of the development, details of a Local Labour Proposal for that Construction Phase, in order to demonstrate commitment to recruit local labour for the duration of the relevant Construction Phase of the development, shall be submitted for approval in writing by the City Council, as Local Planning Authority. The approved document shall be implemented as part of the relevant Construction Phase of the development

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

- i) the measures proposed to recruit local people including apprenticeships
- ii) mechanisms for the implementation and delivery of the Local Labour Proposal
- iii) measures to monitor and review the effectiveness of the Local labour Proposal in achieving the objective of recruiting and supporting local labour objectives

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

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

14) Prior to the commencement of a Construction Phase of the development, a detailed construction management plan outlining working practices for the proposed construction of that Construction Phase shall be submitted to and approved in writing by the Local Planning Authority

The construction management plans shall include:

- o Display of an emergency contact number,
- o Communication strategy with residents,
- o Details of Wheel Washing,
- o Dust suppression measures;
- o Compound locations where relevant,
- o Location, removal and recycling of waste,
- o Routing strategy and swept path analysis;
- o Parking of construction vehicles and staff, and
- o Sheeting over of construction vehicles
- o Details of the measures which will be taken to ensure the protection of controlled waters

Manchester City Council encourages all contractors to be 'considerate contractors' when working in the city by being aware of the needs of neighbours and the environment. Membership of the Considerate Constructors Scheme is highly recommended.

The development of a Construction Phase shall be carried out in accordance with the approved construction management plans for the duration of that Construction Phase of the development

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

15) Prior to the commencement of any Construction Phase of the development, an invasive non-native species protocol for that Construction Phase shall be submitted for approval by the City Council, as Local Planning Authority. This shall detail the containment, control and removal of Japanese knotweed, Giant Hogweed, Cotoneaster and Himalayan balsam at the site. The development shall be carried out in accordance with the approved protocol.

Reason - In order to deal with the invasive non-native species at the application site pursuant to policy EN15 of the Manchester Core Strategy (2012)

16) Prior to the commencement of above ground works of a Construction Phase of the development, all material to be used on all external elevations of the development within that Construction Phase shall be submitted for approval in writing by the City Council, as Local Planning Authority. This shall include the submission of samples (including a panel) and specifications of all materials to be used on all external elevations that Construction Phase of the development along with jointing and fixing details, extent of window reveals and soffits, details of the drips to be used to prevent staining in, ventilation/air brick and a strategy for quality control management. The materials shall also be supported by a series of bay studies.

The approved materials for a Construction Phase shall then be implemented as part of that Construction Phase of the development.

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.

17) a) Notwithstanding the

- Environmental Statement, Chapter 9 - Ground Conditions, Red Bank outline application and NT02-04 New Town Full Planning application, Avison Young, April 2023.
- Ground conditions desk study, Dantzic Street - Phase 2, Manchester, Hydrock, Reference: R/151819/G001, Dated December 2015
- Ground Investigation Interpretative Report, Victoria North Infrastructure Works, Arup, Reference NVIF-ARP-ZZ-YYY-RP-CG-0009(P03), Dated 23 February 2023.
- Addendum Note, Preliminary Ground Investigation Technical Note, Plots NT02, NT03, NT04 Dantzic Street, RoC, 4328-ROC-ZZ-XX-TN-ES-P2TN, Dated 27 September 2022
- Phase 2 Site Investigation, Plots NT02, NT03 and NT04 Dantzic Street, RoC, 4328-ROC-ZZ-XX-RP-ES-P2-101, Dated 21 October 2022.
- Phase 1 Desktop Study, Plots NT02, NT03 and NT04 Dantzic Street, RoC, Reference: 4328-ROC-ZZ-XX-RP-ES-PH1DTS, Dated 12 January 2023
- Preliminary Risk Assessment, Application 5: Plots NT02-04 (Full Application), WSP, Reference 70079268-12082, Dated April 2023

An Enabling Phase (save for the site set up vegetation clearance, above ground demolition, and disconnection of services) shall not commence until the following information has been submitted for approval in writing by the City Council, as Local Planning Authority, to identify and evaluate all potential sources and impacts of any ground contamination, groundwater contamination and/or ground gas relevant to that Enabling Phase.

- 1 Additional site investigation, based on the information already submitted (targeting refinement of the TCE contamination plume on plot NT02) to provide information for a detailed assessment of the risk to all receptors that may be affected, including those off-site.
- 2. The results of the site investigation and the detailed risk assessment referred to in (1) and, based on these, a remediation strategy giving full details of the remediation measures required and how they are to be undertaken.
- 3 A verification plan providing details of the data that will be collected in order to demonstrate that the works set out in the remediation strategy in (2) are complete and identifying any requirements for longer-term monitoring of pollutant linkages, maintenance and arrangements for contingency action
- 4 There is an abstraction borehole 533m to the west of the site for Joseph Holts brewery which is currently being used (all the desk studies have had uncertainty over its status so this needs updating.
- 5 Further SI needed in NT03 including gas monitoring.
- 6. An area of filling was noted on Plot NT04 at TP214 and may be considered to comprise an unrecorded landfill site. The site soils in this area might therefore be considered to be a waste material, further investigation and discussion with MCC and the EA will be required
- 7. Further SI within plot NT02 due to the presence of chlorinated solvent, TPH and benzene
- 8. Provision of calibration certificates for any the gas monitoring undertaken by RoC
- 9. Submission of an updated Risk Assessment on completion of the additional Site Investigation
- 10. Submission of a Remediation Strategy

b) When a Enabling Phase commences, the development in that Enabling Phase shall be carried out in accordance with the approved remedial strategy and verification plan

In the event that ground contamination, groundwater contamination and/or ground gas, not previously identified, are found to be present , at any time, before the development is occupied, then development on the relevant Phase or phases shall cease and on-site works not recommenced until a report outlining what measures, if any, are required to remediate the relevant land (the Revised Remediation Strategy) is submitted to and approved in writing by the City Council as Local Planning Authority In the event that the identified contamination can be isolated or is contained to a localized area of the site, subject to agreement, works can continue following submission of a plan identifying the area of contamination Development shall then be carried out in accordance with the approved Revised Remediation Strategy, which shall take precedence over any Remediation Strategy or earlier Revised Remediation Strategy of relevance.

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

18) Prior to the commencement of development within any Construction Phase, an interim remedial strategy completion/verification report, confirming implementation of any soil and ground water remedial measures, for that Construction Phase shall be submitted for approval in writing by the City Council as Local Planning Authority Prior to occupation of any building, a final remedial strategy verification report for that building shall be submitted confirming installation of any required membrane and capping systems relevant to that building Plot

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

19) No drainage systems for the infiltration of surface water to the ground where adverse concentration of contamination are known or suspected to be present are permitted for any Enabling Phase or Construction Phase without the written approval of the City Council, as Local Planning Authority. Any proposal for infiltration drainage must be supported by an assessment of the potential risks to controlled waters. The relevant phase shall be carried out in accordance with the approved details.

Reason - The previous use of the application site presents a risk of contamination that could be mobilised by surface water infiltration from the proposed sustainable drainage system. This could pollute controlled waters pursuant to policies DM1, EN14 and EN18 of the Manchester Core Strategy (2012).

20) Prior to any piling or any other foundation design using penetrative methods within an Enabling Phase or a Construction Phase of development, details of the intended methodology, shall be submitted for approval in writing by the City Council, as Local Planning Authority. The intended methodology shall be implemented as approved.

Reason - Piling or any other foundation using penetrative methods can result in risks to potable supplies (pollution/turbidity, risk of mobilising contamination) drilling through different aquifers and creating preferential pathways. It is therefore necessary to demonstrate that piling will not result in contamination of groundwater. In addition, piling can affect the adjacent railway network which also requires consideration pursuant to policies SP1, EN17 and EN18 of the Manchester Core Strategy (2012).

21) Prior to the commencement of any Enabling Phase (save for site setup, vegetation clearance, above ground demolition and disconnection of services) approved, details for the management any borehole installed for the investigation or remediation of soils, groundwater or wider geotechnical purposes within the relevant associated Enabling Phase(s) shall be submitted for approval in writing by the City Council, as Local Planning Authority. The scheme shall include

- Details of how redundant boreholes have been decommissioned safely.
- How any boreholes that need to be retained, post development, for monitoring purposes, will be secured, protected and monitored.

The relevant Enabling Phase shall be implemented in accordance with the details for that Enabling Phase and thereafter retained and maintained in situ.

Reason - To ensure that any potential source receptor pathways are protected and/or appropriately decommissioned thereby ensuring that any risks to controlled water are mitigated pursuant to policies DM1, EN14 and EN18 of the Manchester Core Strategy (2012).

22) The Construction Phases of the development hereby approved shall be carried out in accordance with the submitted ES Volume 4 Appendix V Flood Risk Assessment and Drainage Strategy prepared by WSP received by the City Council, as Local Planning Authority, on the 13 July 2023.

Reason - To reduce the risk of flooding to the proposed development and future occupants pursuant to policy EN17 of the Manchester Core Strategy (2012).

23) Notwithstanding the flood mitigation measure outlined in the ES Volume 4 Appendix V Flood Risk Assessment and Drainage Strategy prepared by WSP received by the City Council, as Local Planning Authority, on the 13 July 2023, full and final details of the flood mitigation measures for a Construction Phase shall be submitted for approval prior to the commencement of that Construction Phase. The approved measure for a Construction Phase shall be implemented as part of that Construction Phase and a verification report for that Construction Phase confirming the measures have been implemented shall be submitted for approval in writing by the City Council, as Local Planning Authority, prior to the first occupation of the residential element of that Construction Phase.

The measures detailed shall be retained and maintained thereafter throughout the lifetime of the development.

Reason - To reduce the risk of flooding to the proposed development and future occupants pursuant to policy EN17 of the Manchester Core Strategy (2012).

24) Prior to the first occupation of a building within a Construction Phase, a flood evacuation plan for that building shall be submitted for approval in writing by the City Council, as Local Planning Authority. The approved flood evacuation plan shall be implemented upon first occupation of that building within a Construction Phase and thereafter retained and maintained in situ

Reason - To reduce the risk of flooding to the proposed development and future occupants pursuant to policy EN17 of the Manchester Core Strategy (2012).

25) Notwithstanding the details submitted on the ES Volume 4 Appendix V Flood Risk Assessment and Drainage Strategy prepared by WSP received by the City Council, as Local Planning Authority, on the 13 July 2023, (a) a Construction Phase of the development shall not commence until a scheme for the drainage of surface water from that Construction Phase of the new development has been submitted for approval in writing by the City Council as the Local Planning Authority. This shall include:

- A finalised drainage layout showing all components, outfalls, levels and connectivity,
- Maximised integration of green SuDS components (utilising infiltration or attenuation) if practicable,
- Details of surface water attenuation that offers a reduction in surface water runoff rate in line with the Manchester Trafford and Salford Strategic Flood Risk Assessment, i.e. at least a 50% reduction in runoff rate compared to the existing rates with the aim of reducing to the Greenfield runoff rates, as the site is located within Conurbation Core Critical Drainage Area;
- An existing and proposed impermeable areas drawing to accompany all discharge rate calculations.
- Breakdown of discharge rate per plot
- Runoff volume in the 1 in 100 year, 6 hours rainfall shall be constrained to a value as close as is reasonable practicable to the greenfield runoff volume for the same event, but never to exceed the runoff volume from the development site prior to redevelopment,
- Evidence that the drainage system has been designed (unless an area is designated to hold and/or convey water as part of the design) so that flooding does not occur during a 1 in 100 year rainfall event with allowance for 45% climate change,

- Assessment of overland flow routes for extreme events Overland flow routes need to be designed to convey the flood water in a safe manner in the event of a blockage or exceedance of the proposed drainage system capacity including inlet structures. A layout with overland flow routes needs to be presented with appreciation of these overland flow routes with regards to the properties on site and adjacent properties off site
- Progression through the drainage hierarchy shall be evidence based and supported by site investigation. Results of ground investigation carried out under Building Research Establishment Digest 365. Site investigations should be undertaken in locations and at proposed depths of the proposed infiltration devices Proposal of the attenuation that is achieving half emptying time within 24 hours. If no ground investigations are possible or infiltration is not feasible on site, evidence of alternative surface water disposal routes (as follows) is required
- Where surface water is connected to a Main River, any works within or adjacent to the river that would affect it would require consent from Environment Agency An email of acceptance of the proposed new connections will suffice
- Where alterations are proposed to the Main River, any works within or adjacent to the river that would affect it would require consent from the Environment Agency. An email of acceptance is required from the EA, confirming that the proposed works to the existing channel and flood plain areas are acceptable.
- Confirmation that the EA approve of the 'FEC Baseline' flood model to be used for the scheme
- Where surface water is connected to the public sewer, agreement in principle from United Utilities is required that there is adequate spare capacity in the existing system taking future development requirements into account An email of acceptance of proposed flows and/or new connection will suffice.
- Where a public sewer diversion is required, an agreement in principle from United Utilities is required An email of acceptance will suffice
- Hydraulic calculation of the proposed drainage system,
- Construction details of flow control and SuDS elements.
- For sites where proposed development would cause pollution risk to surface water, evidence of pollution control measures (preferably through SuDS) is required
- Hydraulic calculation of the proposed drainage system;
- Construction details of flow control and SuDS elements.

A Construction Phase shall be carried out in accordance with the agreed drainage strategy for that Construction Phase which shall be implemented prior to the first occupation of the residential element of that Construction Phase

Reason - To promote sustainable development, secure proper drainage and to manage the risk of flooding and pollution pursuant to policies SP1, EN14 and DM1 of the Manchester Core Strategy (2012)

26) Prior to the commencement of an Enabling Phase (save for the site set up, vegetation clearance, above ground demolition and disconnection of services) and Construction Phase of the development, details of the means of ensuring the wastewater infrastructure within the site boundary is protected from damage shall be submitted for approval in writing by the City Council, as Local Planning Authority

The details shall include a survey of the exact location of the sewer/s and outline the potential impacts on these assets from construction activities The details must include measures to protect and prevent any detrimental impact to the wastewater infrastructure and its operation both during construction and post completion of the development to

prevent exposing the sewer to undue loading, vibration or risk. This must include a pre and post CCTV survey of the sewer.

Any mitigation measures shall be implemented in full prior to the commencement of an Enabling Phase (save for the site set up, vegetation clearance, above ground demolition and disconnection of services) and Construction Phase development in accordance with the approved details and retained thereafter for the lifetime of the development.

In the event that a diversion/diversions of the infrastructure or a build over agreement is required, the developer prior to the commencement of the Construction Phase shall submit evidence to the Local Planning Authority that a diversion or build over has been agreed with the relevant statutory undertaker. The approved works for that Construction shall be undertaken prior to the occupation of the development that Construction Phase.

Reason: In the interest of public health and to ensure protection of the public sewer system pursuant to policies SP1, EN14 and DM1 of the Manchester Core Strategy (2012).

27) (a) Prior to any above ground works associated within a Construction Phase, details of the hard and soft landscaping together with public and private realm works relating to that Construction Phase shall be submitted for approval in writing by the City Council as Local Planning Authority. The details shall include submission and implementation timeframes for the following details:

- (i) Details of the proposed hard landscape materials;
 - (ii) Details of the materials, including natural stone or other high quality materials to be used for the reinstatement of the pavements and for the areas between the pavement and the line of the proposed building;
 - (iii) Details of the proposed tree species and planting within the public and private realm including proposed size, species and planting specification including tree pits and design;
 - (iv) Details of measures to create potential opportunities to enhance and create new biodiversity within the development to include bat boxes and bricks, bird boxes and appropriate planting and green screens and walls to podium areas;
 - (v) Details of the proposed street furniture including seating, bins, boundary treatment, lighting and recreational areas including children's play;
 - (vi) Details of any external steps and handrails;
 - (vii) A strategy providing details of replacement tree planting, including details of overall numbers, size, species and planting specification, constraints to further planting and details of on-going maintenance;
 - (viii) Details of the siting, scale and appearance of boundary treatments.
- (b). The approved details shall then be implemented and be in place prior to the first occupation of a Construction Phase of the development hereby approved.

If within a period of 5 years from the date of the planting of any tree or shrub, that tree or shrub or any tree or shrub planted in replacement for it, is removed, uprooted or destroyed or dies, or becomes, in the opinion of the local planning authority, seriously damaged or defective, another tree or shrub of the same species and size as that originally planted shall be planted at the same place.

The boundary treatment for a Construction Phase shall be retained and maintained in situ thereafter and notwithstanding the provisions of the Town and Country Planning (General Permitted Development) Order 2015 (or any order revoking or re-enacting that

Order with or without modification) no boundary treatment shall be erected on that Construction Phase, other than that shown on the approved plans.

Reason - To ensure that a satisfactory landscaping scheme for the development is carried out that respects the character and visual amenities of the area, in accordance with policies R1.1, I3 1, T3.1, S1.1, E2 5, E3.7 and RC4 of the Unitary Development Plan for the City of Manchester and policies SP1, DM1, EN1, EN9 EN14 and EN15 of the emerging Core Strategy.

28) (a) Prior to any above ground works associated within a Construction Phase, full and final details of the Launch Pads (Commercial, Recreational and Ecological) relating to that Construction Phase shall be submitted for approval in writing by the City Council as Local Planning Authority. The details shall include submission and implementation timeframes for the following details

- i. Details of the proposed hard landscape materials,
- ii. Details of the materials, including natural stone or other high quality materials to be used for the reinstatement of the pavements and for the areas between the pavement and the line of the proposed building;
- iii. Details of the proposed tree species and planting within the public and private realm including proposed size, species and planting specification including tree pits and design,
- iv. Details of measures to create potential opportunities to enhance and create new biodiversity within the development to include bat boxes and bricks, bird boxes and appropriate planting and green screens and walls to podium areas,
- v. Details of the proposed street furniture including seating, bins, boundary treatment, lighting and recreational areas including children's play;
- vi. Details of any external steps and handrails,
- vii. A strategy providing details of replacement tree planting, including details of overall numbers, size, species and planting specification, constraints to further planting and details of on-going maintenance,
- viii. Details of the siting, scale and appearance of boundary treatments.
- ix. Management strategy for the future use of the spaces including removal of moveable furniture outside of the opening hours of commercial uses, no use of amplified sound or music and details of grills and other outside cooking equipment

(b) The approved details shall then be implemented and be in place prior to the first occupation of a Construction Phase of the development hereby approved

If within a period of 5 years from the date of the planting of any tree or shrub, that tree or shrub or any tree or shrub planted in replacement for it, is removed, uprooted or destroyed or dies, or becomes, in the opinion of the local planning authority, seriously damaged or defective, another tree or shrub of the same species and size as that originally planted shall be planted at the same place.

Reason - To ensure that a satisfactory landscaping scheme for the development is carried out that respects the character and visual amenities of the area, in accordance with policies R1 1, I3.1, T3 1, S1.1, E2 5, E3.7 and RC4 of the Unitary Development Plan for the City of Manchester and policies SP1, DM1, EN1, EN9 EN14 and EN15 of the emerging Core Strategy.

29) Prior to the first occupation of a Construction Phase, a detailed 30 year landscape environmental management plan (LEMP) for that Construction Phase shall be submitted for approval in writing by the City Council, as Local Planning Authority. This shall

include details of how the public realm and hard and soft landscaping areas for the relevant Construction Phase will be maintained including maintenance schedules and repairs. The LEMP shall then be implemented as part of the relevant phase of development and remain in for the duration of the plan.

Reason - To ensure that the satisfactory landscaping scheme for the development is maintained in the interest of the character and visual amenities of the area, in accordance with policies SP1, EN9 and DM1 of the Core Strategy

30) Prior to the first occupation of a Construction Phase, details of the implementation, maintenance and management of the sustainable drainage scheme for that Construction Phase shall be submitted for approval in writing by the City Council, as Local Planning Authority.

The scheme shall include the following

- Verification report providing photographic evidence of construction; and
- Management and maintenance plan for the lifetime of the development within that Construction Phase which shall include the arrangements for adoption by any public body or statutory undertaker, or any other arrangements to secure the operation of the sustainable drainage scheme throughout its lifetime

The approved scheme for that Construction Phase shall then be implemented in accordance with the details for that Construction Phase and thereafter managed and maintained for as long as the development remains in use

Reason - To promote sustainable development, secure proper drainage and to manage the risk of flooding and pollution pursuant to policies SP1, EN14 and DM1 of the Manchester Core Strategy (2012).

31) Each Construction phase of the development shall be carried out in accordance with the Environmental Standards Statement prepared by WSP and received by the City Council, as Local Planning Authority, on the 26 April 2023

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

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

32) (a) Prior to the first occupation of a building within a Construction Phase, details of any externally mounted ancillary plant, equipment and servicing for that Construction Phase shall be submitted for approval in writing by the City Council, as Local Planning Authority. Externally mounted 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 5 dB (LAeq) below the typical background (LA90) level at the nearest noise sensitive location.

(b) Prior to the first occupation of a building within a Construction Phase of the development, a verification report for that building will be required to validate that the work undertaken conforms to the recommendations and requirements approved as part

of part (a) of this planning condition. The verification report shall include post completion testing to confirm the noise criteria has been met. In instances of non-conformity, these shall be detailed along with mitigation measures required to ensure compliance with the noise criteria. A verification report and measures shall be agreed until such a time as the development complies with part (a) of this planning condition.

Any mitigation measures shall be implemented in accordance with a timescale to be agreed with the City Council, as Local Planning Authority. Any measures shall thereafter retained and maintained in situ

Reason - To minimise the impact of plant on the occupants of the development pursuant to policies SP1 and DM1 of the Manchester Core Strategy (2012) and saved policy DC26 of the Unitary Development Plan for the City of Manchester (1995)

33) (a) Prior to the first use Class E, F, Sui Generis and Clubhouse uses (and any relevant use) within a Construction Phase, a scheme of acoustic insulation for those spaces within that building within a Construction Phase shall be submitted for approval in writing by the City Council, as Local Planning Authority

Where entertainment noise is proposed the LAeq (entertainment noise) shall be controlled to 5dB below the LA90 (without entertainment noise) in each octave band at the facade of the nearest noise sensitive location, and internal noise levels at structurally adjoined residential properties in the 63Hz and 125Hz octave frequency bands shall be controlled so as not to exceed (in habitable rooms) 47dB and 41dB (Leq,5min), respectively

(b) Prior to the first use of those spaces within a building, a verification report will be required to validate that the work undertaken conforms to the recommendations and requirements approved as part of part (a) of this planning condition. The verification report shall include post completion testing to confirm the noise criteria has been met. In instances of non-conformity, these shall be detailed along with mitigation measures required to ensure compliance with the noise criteria. A verification report and measures shall be agreed until such a time as the development complies with part (a) of this planning condition

Any mitigation measures shall be implemented in accordance with a timescale to be agreed with the City Council, as Local Planning Authority. Any measures shall thereafter retained and maintained in situ

Reason - In order to limit the outbreak of noise from the commercial premises pursuant to policies SP1 and DM1 of the Core Strategy (2007) and saved policy DC26 of the Unitary Development Plan for the City of Manchester (1995)

34) (a) Prior to the first occupation of a residential building, a scheme for acoustically insulating the proposed residential accommodation against noise from surrounding roads, and any other relevant noise source for that building, shall be submitted for approval in writing by the City Council as Local Planning Authority.

The scheme shall include measure to mitigate any actual or potential sources of noise which require consideration on or near the site

The potential for overheating shall also be assessed and the noise insulation scheme shall take this into account

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 when providing adequate ventilation as defined by Approved Document F of the Building Regulations (whole dwelling ventilation)

Bedrooms (night time - 23.00 - 07.00) 30 dB LAeq (individual noise events shall not exceed 45 dB LAmax,F by more than 15 times)

Living Rooms (daytime - 07.00 - 23.00) 35 dB LAeq

Gardens and terraces (daytime) 55 dB LAeq

The scheme shall reflect that higher internal noise levels than those specified above may be allowed when higher rates of ventilation are required in relation to the overheating condition

Additionally, where entertainment noise is a factor in the noise climate the sound insulation scheme shall be designed to achieve internal noise levels in the 63Hz and 125Hz octave centre frequency bands so as not to exceed (in habitable rooms) 47dB and 41dB (Leq,5min), respectively.

The approved noise insulation and ventilation scheme for a building shall be completed before the first occupation of the residential accommodation within that building

(b) Prior to the first occupation of a residential building, a verification report for that building will be required to validate that the work undertaken conforms to the recommendations and requirements approved as part of part (a) of this planning condition. The verification report shall include post completion testing to confirm the noise criteria has been met with windows and purge vent doors closed. In instances of non-conformity, these shall be detailed along with mitigation measures required to ensure compliance with the noise criteria. A verification report and measures shall be agreed until such a time as the development complies with part (a) of this planning condition.

Any mitigation measures shall be implemented in accordance with a timescale to be agreed with the City Council, as Local Planning Authority. Any measures shall thereafter be retained and maintained in situ.

Reason: To secure a reduction in noise from traffic or other sources in order to protect future residents from noise disturbance pursuant to policies SP1, H1 and DM1 of the Core Strategy (2007) and saved policy DC26 of the Unitary Development Plan for the City of Manchester (1995).

35) Prior to the occupation of development within a Construction Phase, details for a waste management strategy for the storage and disposal of refuse for the residential element in that Construction Phase of the development shall be submitted for approval in writing by the City Council, as Local Planning Authority. The approved scheme shall be implemented prior to the first occupation of the residential element of a building in that Construction Phase and shall remain in situ whilst the use or development is in operation.

Reason - To ensure adequate refuse arrangements are put in place for the residential element of the scheme pursuant to policies EN19 and DM1 of the Manchester Core Strategy.

36) Prior to the occupation of development of a Construction Phase, details of a waste management strategy for the storage and disposal of refuse for the Class E, F and Sui Generis uses within that Construction Phase of the development shall be submitted for approval in writing by the City Council, as Local Planning Authority. The approved scheme shall be implemented prior to the first use of the Class E, F and Sui Generis

uses in a building within that Construction Phase and shall remain in situ whilst the use or development is in operation

Reason - To ensure adequate refuse arrangement are put in place for the commercial, elements of the scheme pursuant to policies EN19 and DM1 of the Manchester Core Strategy

37) Prior to the commencement of development of the clubhouse within a Construction Phase, details of a waste management strategy for the storage and disposal of refuse for that Clubhouse within that Construction Phase of the development shall be submitted for approval in writing by the City Council, as Local Planning Authority. The approved scheme shall be implemented prior to the first use of the Clubhouse and shall remain in situ whilst the use or development is in operation.

Reason - To ensure adequate refuse arrangement are put in place for the commercial, health centre and school elements of the scheme pursuant to policies EN19 and DM1 of the Manchester Core Strategy

38) Prior to the occupation of development of a building within a Construction Phase, details of a scheme to extract fumes, vapours and odours from the Class E, F, Sui Generis and Clubhouse uses in that building shall be submitted for approval in writing by the City Council, as Local Planning Authority (unless no kitchen extraction or cooking facilities are required). The approved scheme for that building shall then be implemented prior to the first use of each of these spaces in that building and thereafter retained and maintained in situ

Reason - To ensure appropriate fume extraction is provided for the non residential spaces pursuant to policies SP1 and DM1 of the Manchester Core Strategy and saved policy DC10 of the Unitary Development Plan for the City of Manchester (1995)

39) Prior to the occupation of a building in a Construction Phase, full details of a building and site lighting scheme and a scheme for the illumination of external areas during the period between dusk and dawn for that building shall be submitted for approval in writing by the City Council, as Local Planning Authority. The approved scheme shall be implemented in full prior to the first occupation of that building and shall remain in operation for so long as the development is occupied

Reason - In the interests of amenity, crime reduction and the personal safety of those using and ensure that lighting is installed which is sensitive to the bat environment and river corridor the proposed development in order to comply with the requirements of policies SP1 and DM1 of the Core Strategy.

40) If any lighting at the development hereby approved, when illuminated, causes glare or light spillage which in the opinion of the Council as local planning authority causes detriment to adjoining and nearby residential properties, within 21 days of a written request, a scheme for the elimination of such glare or light spillage shall be submitted to the Council as local planning authority and once approved shall thereafter be retained in accordance with details which have received prior written approval of the City Council as Local Planning Authority.

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

41) Deliveries, servicing and collections including waste collections shall not take place outside the following hours for Construction Phase buildings

Monday to Saturday 07 30 to 20 00

Sundays (and Bank Holidays): 10 00 to 18 00

Reason - In the interest of residential amenity pursuant to policies SP1 and DM1 of the Manchester Core Strategy (2012)

42) Prior to the first use of any commercial units and clubhouse within a Construction Phase, a schedule of opening hours for that commercial unit and clubhouse shall be submitted for approval in writing by the City Council, as Local Planning Authority. The approved hours shall then be implemented and thereafter the uses shall operate in accordance with them

There shall be no amplified sound or any amplified music at any time within these spaces unless otherwise shown to be acceptable as part of planning condition 33.

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

43) Prior to the first use of the commercial spaces within a building, details of any external areas associated with the commercial spaces (including an Operating Schedule) within that building shall be submitted for approval in writing by the City Council, as Local Planning Authority.

The Operating Schedule shall contain the following details.

- a. A scaled layout plan showing the proposed seating area, including layout of furniture and demarcation of the area;
- b Full details of the measures proposed to ensure that the proposed seating area is fully accessible by disabled people,
- c Details of the proposed furniture, including any barriers,
- d A detailed management strategy that includes information on how the proposed external seating area would be managed in terms of potential noise disturbance, additional movement and activity, litter and storage of furniture at night,
- e days and hours of operation.

The approved plan shall be implemented upon first use of the commercial uses in that building and thereafter retained

No amplified sound or any music shall be produced or played in any part of the site outside the building

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

44) Each commercial unit shall remain as one unit and shall not be sub divided or amalgamated without the benefit of planning permission being secured

Reason- In the interests of residential amenity and to ensure the future viability and vitality of the commercial units pursuant to saved policy DC26 of the Unitary Development Plan for the City of Manchester and policies DM1, C5 and SP1 of the Manchester Core Strategy

45) The commercial spaces within a Construction Phase of the development shall be occupied as Class E (excluding convenience retail and gymnasium), F1, F2 and Sui Generis Drinking Establishment only (excluding takeaways) and for no other purpose of The Town and Country Planning (Use Classes) Order 1987 (or any order revoking and re-enacting that Order with or without modification) and for no other purpose of The Town and Country Planning (Use Classes) Order 1987 (or any order revoking and re-enacting that Order with or without modification) without the benefit of planning permission being secured.

Reason - For the avoidance of doubt and in order to secure a satisfactory form of development due to the particular circumstance of the application site, ensuring the vitality of the units and in the interest of residential amenity, pursuant policy DM1 of the Core Strategy for Manchester (2012)

46) In the event that any of the commercial units within a Construction Phase of the development are occupied as a café/restaurant and/or drinking establishment, prior to their first use the following details must be submitted and agreed in writing by the City Council, as Local Planning Authority These details are as follows

- Management of patrons and control of external areas. For the avoidance of doubt this shall include
- Dispersal policy,
- Mechanism for ensuring windows and doors remain closed save for access or egress after 9pm

The approved scheme shall be implemented upon first use of the premises and thereafter retained and maintained.

Reason - To safeguard the amenities of nearby residential occupiers as the site is located in a residential area, pursuant to policies SP1, DM1 and C10 of the Manchester Core Strategy (2012) and to saved policy DC26 of the Unitary Development Plan for Manchester.

47) Notwithstanding the provisions of the Town and Country Planning (General Permitted Development) (England) Order 2015 (as amended) (or any order revoking and re-enacting that Order with or without modification) no part of the residential accommodation (Class C3(a)) 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). This does not preclude two unrelated people sharing a property

Reason - In the interests of residential amenity, to safeguard the character of the area and to maintain the sustainability of the local community through provision of accommodation that is suitable for people living as families pursuant to policies DM1 and H11 of the Core Strategy for Manchester and the guidance contained within the National Planning Policy Framework

48) The residential accommodation 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.

49) The development shall be carried out in accordance with the Crime Impact Statement prepared by Design for Security at Greater Manchester Police received by the City Council, as Local Planning Authority, on the 26 April 2023. The development shall only be carried out in accordance with these approved details. Prior to the first occupation of a building in a Construction Phase of the development the City Council, as Local Planning Authority, must acknowledge in writing that it has received written confirmation of a Secured by Design accreditation for that building.

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

50) Prior to the first occupation of a building within a Construction Phase, a Travel Plan Framework for that building shall be submitted for approval 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 living at the development;
- ii) a commitment to surveying the travel patterns of residents/staff during the first three months of the first use of the building 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

Within six months of the first occupation of a building within a Construction Phase, a Travel Plan for that building which takes into account the information about travel patterns gathered pursuant to item (ii) above shall be submitted for approval in writing by the City Council as Local Planning Authority. Any Travel Plan which has been approved by the City Council as Local Planning Authority shall be implemented in full at all times when the development hereby approved is in use

Reason - To assist promoting the use of sustainable forms of travel for residents, pursuant to policies T1, T2 and DM1 of the Manchester Core Strategy (2012).

51) Prior to the commencement of a Construction Phase, details of the residents cycle storage for that Construction Phase shall be submitted for approval in writing by the City Council, as Local Planning Authority.

The approved details shall be implemented and made available upon first occupation of the residential element of a building within that Construction Phase and thereafter retained and maintained in situ

Reason - To ensure there is sufficient cycles stand provision at the development and the residents in order to support modal shift measures pursuant to policies SP1, T1, T2 and DM1 of the Manchester Core Strategy (2012).

52) Prior to the commencement of above ground works of a Construction Phase, details of the non residential cycle storage/provision for that Construction Phase shall be submitted for approval in writing by the City Council, as Local Planning Authority.

The approved details shall be implemented and made available upon first use of the non residential element of the Construction Phase and thereafter retained and maintained in situ

Reason - To ensure there is sufficient cycles stand provision at the development and the residents in order to support modal shift measures pursuant to policies SP1, T1, T2 and DM1 of the Manchester Core Strategy (2012).

53) Prior to the commencement of above ground works in a Construction Phase, details of the car parking layout (including accessible parking) for that Construction Phase shall be submitted for approval in writing by the City Council, as Local Planning Authority.

The approved details for each building within a Construction Phase shall be implemented and made available upon first occupation of that building and thereafter retained and maintained in situ.

Reason - To ensure there is sufficient car parking for that phase at the development and the residents in order to support modal shift measures pursuant to policies SP1, T1, T2 and DM1 of the Manchester Core Strategy (2012).

54) Prior to the commencement of a Construction Phase, details of the provision of the electric vehicle charging for the car parking for that Construction Phase of the development shall be submitted for approval in writing by the City Council, as Local Planning Authority. This shall include provision of electric vehicle charging for all 20% of cars associated with the development and that the specification would be fast charging at a minimum of 7kw

The approved electric vehicle charging proposals for each building within a Construction Phase shall be implemented prior to the first occupation of that building and retained and maintained in situ for as long as the development remains in use.

Reason - In the interest of minimise the impact on local air quality conditions pursuant to policy EN16 of the Manchester Core Strategy (2012)

55) Prior to the commencement of a Construction Phase, a strategy and relevant timescales for the implementation of highways works relevant to that particular Construction Phase shall be submitted for approval in writing by the City Council, as Local Planning Authority

Where relevant, this shall include the following

- Amendments to Dantzic Street including

- o Alterations to carriageway along Dantzic Street to widen to 6.5 metres,
 - o widening of footways (including Plan showing the deed of dedication)
 - o Installation of street trees,
 - o Installation of natural paving,
 - o Installation of rain gardens,
 - o Installation of a segregated westbound cycleway;
 - o Traffic calming measures together with a 20 mph Traffic Regulation Order (TRO);
 - o Installation of an uncontrolled pedestrian crossing across Dantzic Street in the vicinity of the footbridge opposite Dalton Street,
 - o Creation of on street car parking and laybys, and
 - o Provision and amendment to Traffic Regulation Orders (TRO) to manage on street car parking and time limited restrictions to manage servicing
- Amendments to Dalton Street including
- o Alterations to carriageway including widening of footways (including Plan showing the deed of dedication)
 - o Installation of street trees,
 - o Installation of natural paving,
 - o Installation of rain gardens,
 - o Creation of on street car parking and laybys,
 - o Provision and amendment to Traffic Regulation Orders (TRO) to manage on street car parking and time limited restrictions to manage servicing,
 - o 20 mph Traffic Regulation Order (TRO) and double tell waiting restrictions to protect the visibility splays to Dantzic Street and Dalton Street.
- Stopping Up of Dulwich Street including appropriate visibility splays,
- Temporary footway re-surfacing to the northern side of Dantzic Street, and
- Bus stop locations, car club locations and cycle hire provision with the adopted highways

The approved scheme and relevant timescales for implementation of each element of works shall be implemented and be in within the agreed timescale

Reason - To ensure safe access to the development site in the interest of pedestrian and highway safety pursuant to policies SP1, EN1 and DM1 of the Manchester Core Strategy (2012)

56) In the event redevelopment does not occur to the plots adjacent to the northern side of Dantzic Street (RB16/RB17) (within a timescale to be agreed in writing by the City Council, as Local Planning Authority, a full scheme of highways improvement works (provision of street trees, carriageway and footway improvements, cycle lane and natural paving) to the northern side of Dantzic Street shall be submitted for approval in writing by the City Council, as Local Planning Authority

The scheme shall be implemented within a time scale to be agreed in writing as part of the approval of the works. The works shall be implemented in accordance with that timescale and thereafter retained and maintained

Reason - To ensure safe access to the development site in the interest of pedestrian and highway safety pursuant to policies SP1, EN1 and DM1 of the Manchester Core Strategy (2012).

57) Prior to the commencement of a Construction Phase involving works to Dalton Street, full and final details for the layout and design for the car park/Dalton Street visibility splay shall be submitted for approval in writing by the City Council, as Local Planning Authority. The approved details shall be implemented prior to the first occupation of the relevant Construction Phase involving works to Dalton Street and thereafter retained and maintained in situ

Reason - To ensure safe access to the development site in the interest of pedestrian and highway safety pursuant to policies SP1, EN1 and DM1 of the Manchester Core Strategy (2012)

58) Prior to the commencement of a Construction Phase which includes the highway works along Dantzic Street and Dalton Street, a Road Safety Audit (RSA) shall be submitted for approval in writing by the City Council, as Local Planning Authority. Any mitigation measures outlined and agreed as part of the RSA shall be implemented as part of the relevant Construction Phase of the development and be in place prior to the first occupation of development within that relevant Construction Phase.

Reason - In the interest of highway and pedestrian safety pursuant to policies SP1, T1 and DM1 of the Manchester Core Strategy (2012).

59) Prior to the commencement of a Construction Phase involving works to Dulwich Street, a servicing management plan for Dulwich Street including tracking of 11.2 metre refuse vehicle shall be submitted for approval in writing by the City Council, as Local Planning Authority. The approved details shall be implemented prior to the first occupation of the relevant Construction Phase and thereafter retained and maintained in situ.

Reason - To ensure safe access to the development site in the interest of pedestrian and highway safety pursuant to policies SP1, EN1 and DM1 of the Manchester Core Strategy (2012).

60) Prior to the commencement of a Construction Phase, a TV reception survey for that Construction Phase of the development shall be submitted for approval in writing by the City Council, as Local Planning Authority. The mitigation measures of the approved survey shall be implemented as part of that relevant Construction Phase of the development

Within one month of the practical completion of each Construction Phase of the development, and at any other time during the construction of the development if requested in writing by the City Council as Local Planning Authority, in response to identified television signal reception problems within the potential impact area a study to identify such measures necessary to maintain at least the pre-existing level and quality of signal reception identified in the survey carried out above for that Construction Phase shall be submitted for approval in writing by the City Council, as Local Planning Authority. The measures identified must be carried out either before that Construction Phase of the development is first occupied (or brought into use) or within one month of the study being submitted for approval in writing to the City Council as Local Planning Authority, whichever is the earlier

Reason - To provide an indication of the area of television signal reception likely to be affected by the development to provide a basis on which to assess the extent to which the development during construction and once built, will affect television reception and to ensure that the development at least maintains the existing level and quality of

television signal reception - In the interest of residential amenity, as specified in policy DM1 of Core Strategy

61) Prior to the first occupation of a Construction Phase of the development, details of bird and bat boxes to be provided (including location and specification) in that Construction Phase shall be submitted for approval in writing by the City Council, as Local Planning Authority. The approved details shall then be implemented prior to the first occupation of that Construction Phase and thereafter retained and maintained in situ

Reason - To provide new habitats for birds and bats pursuant to policies SP1 and EN15 of the Manchester Core Strategy (2012)

62) Notwithstanding the 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 hereby approved shall be undertaken other than that expressly 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.

63) Prior to the first occupation of a building in a Construction Phase of the development, a building signage strategy for external facades and commercial frontages for that building shall be submitted for approval in writing by the City Council, as Local Planning Authority. In accordance with the principles outlined in the Design and Access Statement received by the City Council, as Local Planning Authority, on the 26 April 2023, all commercial signage shall be situated behind the glass, no more than one projecting sign per commercial unit which shall be no more than 30mm in thickness. The signage strategy will include timescales for implementation as part of each building. The approved strategy shall then be implemented for that building and used to inform any future advertisement applications for the building

Reason - In the interest of visual amenity pursuant to policies SP1 and DM1 of the Manchester Core Strategy (2012)

64) All windows at ground level, unless shown otherwise on the approved drawings, shall be retained as a clear glazed window opening at all times and views into the premises shall not be screened or obscured in any way

Reason - The clear glazed window(s) is an integral and important element in design of the ground level elevations and are important in maintaining a visually interesting street-scene consistent with the use of such areas by members of the public, and so as to be consistent with saved policy DC14 of the Unitary Development Plan for the City of Manchester and policies SP1 and DM1 of the Core Strategy

65) The development hereby approved shall include for accessible routes within the public realm and communal walkways and via the main entrances and to the floors above.

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

66) Prior to the commencement of a Construction Phase, a detailed strategy for the provision of 10% of dwellings to be designed to M4(2) 'accessible and adaptable' dwellings for that Construction Phase shall be submitted for approval in writing by the City Council, as Local Planning Authority. The approved details shall be implemented as part of each relevant phase of the development and thereafter retained.

Reason - To ensure and appropriate level of accessible new homes within the development pursuant to policy DM1 of the Manchester Core Strategy (2012).

67)

68) Prior to the first occupation of a building within a Construction Phase of the development, details of the opening hours for any roof terraces in that building shall be submitted for approval in writing by the City Council, as Local Planning Authority

The terraces in that building shall be operated in accordance with the approved opening hours.

There shall be no amplified music or sound on the roof terrace at any time.

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

69) Prior to the first occupation of a building within a Construction Phase of the development, a detailed car parking (drop off and pick up), servicing, taxi and deliveries strategy for that building shall be submitted for approval in writing by the City Council, as Local Planning Authority. This shall include details of the management arrangements for moving in and out times, taxi pick up and drop off and food and online deliveries and any other associated management and operational requirements. The approved strategy, including any associated mitigation works, for that building, shall be implemented and be in place prior to the first occupation of the residential element and thereafter retained and maintained in operation

Reason - To ensure appropriate servicing management arrangements are put in place for the development in the interest of highway and pedestrian safety pursuant to policy SP1 and DM1 of the Manchester Core Strategy (2012)

70) Prior to the first occupation of a building within the Construction Phase of the development, details of the siting, scale and appearance of the solar panels to the roof of that building (including cross sections) shall be submitted to the City Council, as Local Planning Authority. The approved details shall then be implemented prior to the first use of the building and thereafter retained and maintained in situ

Reason - In the interest of ensuring the solar panels are installed and to ensure that they are appropriate in terms of visual amenity pursuant to policies SP1, EN1, EN6 and DM1 of the Manchester Core Strategy (2012)

71)

72) Notwithstanding the provisions Class O of Part 3 of the Town and Country Planning (General Permitted Development) Order 2015 (or any order revoking and re-enacting that Order with or without modification) any Class E office accommodation shall be retained for the purposes of Class E office accommodation within of the Schedule to the

Town and Country Planning (Use Classes) Order 1987 as amended by The Town and Country Planning (Use Classes) (Amendment) (England) Order 2010, or in any provision equivalent to that Class in any statutory instrument revoking and re-enacting that Order with or without modification) other than the purpose(s) of Class E.

Reason - To safeguard the office accommodation as part of maintaining the supply of suitable and sustainable office accommodation in this part of the City particularly accommodation suitable for small business pursuant to policies SP1 and EC1 of the Core Strategy for Manchester and the guidance contained within the National Planning Policy Framework

73) Prior to the commencement of a Construction Phase, full details of the existing and proposed levels in that Construction Phase (including cross sections) shall be submitted for approval in writing by the City Council, as Local Planning Authority. The development shall be carried out in accordance with these details.

Reason - In the interest ensure an accurate record of the changes to the site levels at the application site pursuant to policies SP1 and DM1 of the Manchester Core Strategy (2012)

74) In the event a premises within a Construction Phase is occupied by a Creche, day nursery or day centre, a detailed management and servicing strategy for that use within that Construction Phase shall be submitted for approval in writing by the City Council, as Local Planning Authority. This shall include details of pick and drop off and servicing arrangements including management arrangements, operating hours and details of out door provision. The approved details shall be implemented as part of the development and be in place prior to the first occupation of the premises in that Construction Phase with the strategy retained and maintained for the as long as the development remains in that use.

Rason - To ensure appropriate management arrangements are put in place for this use in the interest of residential amenity pursuant to policy DM1 of the Manchester Core Strategy (2012)

75) Prior to the occupation of a Construction Phase, a detailed movement strategy for that Construction Phase shall be submitted for approval in writing by the City Council, as Local Planning Authority. Where relevant this shall include

- Identification of key pedestrian and cycle links both within and beyond the application boundary including condition survey (this should include Dantzic Street/Bromley Street and links to Rochdale Road and the City Centre) (but not restricted to);
- Details of improvements to facilitate and improve active travel on the key routes including (but exclusive of) improvements to underneath bridges, improvements to highway infrastructure to restrict car parking and facilitate pedestrian and cycle movements,
- Improved lighting and other security measures,
- The creation and implementation of a signage and wayfinding strategy to promote the enhanced routes,
- Timescale for implementation and phasing of any agreed works,
- Maintenance strategy

The movement strategy shall be implemented within the timescales and phasing agreed as part of this planning condition.

Reason - In order to promote active travel within and beyond the application boundary pursuant to policies SP1, T1 and DM1 of the Manchester Core Strategy (2012)

76) Notwithstanding the ES Volume 3 wind microclimate study (Appendix 15.2) received by the City Council, as Local Planning Authority, on the 26 April 2023, prior to any above ground works of a Construction Phase, full and final details of the wind mitigation measures for that Construction Phase shall be submitted for approval in writing by the City Council, as Local Planning Authority. This shall include siting, scale and appearance of any screens, siting, scale and species of any trees, hedges and planting

The approved details for a Construction Phase shall be implemented and be in place prior to the first occupation of a Construction Phase and thereafter retained and maintained in situ for as long as the development remains in use

Reason - In order to ensure appropriate win mitigation is put in place pursuant to policies SP1 and DM1 of the Manchester Core Strategy (2012)

77) Prior to the commencement of the above ground works for the relevant Construction Phase, a detailed temporary off site car parking strategy including location, design, specification, duration and management of the off site car parking for that Construction Phase shall be submitted for approval in writing by the City Council, as Local Planning Authority. The approved off site car parking strategy shall be implemented as part of the relevant Construction Phase and thereafter retained for the duration of the temporary period

Reason - In order to secure a temporary car parking strategy pursuant to policies SP1, T1 and DM1 of the Manchester Core Strategy (2012).

78) Prior to the commencement of a Construction Phase, a parking management plan (PMP) to manage on site car parking for that Construction Phase shall be submitted for approval in writing by the City Council, as Local Planning Authority. The approved PMP or a Construction Phase shall be implemented as part of that Construction Phase and thereafter retained for as long as the development remains in use

Reason - In order to secure a temporary car parking strategy pursuant to policies SP1, T1 and DM1 of the Manchester Core Strategy (2012)

79) Prior to the first occupation of the relevant Construction Phase of the development within which Dulwich Street is delivered, a detailed parking and management plan/operation management plan for Dulwich Street shall be submitted for approval in writing by the City Council, as Local Planning Authority. This shall include details of the how the neighbourhood management company shall manage servicing, pick up and drop off and access along the Street. The approved strategy, including any associated mitigation works, shall be implemented and be in place prior to the first occupation of the relevant Construction Phase within which Dulwich Street is delivered and thereafter retained and maintained in operation.

Reason - To ensure appropriate management arrangements are in place for Plateau Avenue in the interest of highway and pedestrian safety pursuant to policy SP1 and DM1 of the Manchester Core Strategy (2012)

80) (a) The development hereby approved shall be carried out in accordance with the Biodiversity Net Gain Assessment received by the City Council, as Local Planning Authority, on the 26 April 2023.

(b) As part of each Construction Phase, an updated version of the Biodiversity Net Gain Assessment shall be submitted to the City Council, as Local Planning Authority for approval. This will provide any updates required to the document approved under part (a) of this condition to reflect the detailed design proposals contained within that phase, and any subsequent updates to the ecological assumptions required to meet a minimum overall target of 10% biodiversity net gain across the site

(c) Prior to the first use of each Construction Phase of development agreed within part (a) of this condition, a verification report for that Construction Phase will be required to validate that the works undertaken at that stage conforms to the recommendations and required approved within part of part (b) of this planning condition including its contribution towards the minimum 10% biodiversity net gain

(d) In instances of non-conformity, these shall be detailed along with mitigation measures required to ensure compliance with the Biodiversity Net Gain Assessment. A verification report and measures shall be agreed until such a time as Construction Phases of development comply with parts (a), (b) and (c) of this planning condition.

Any mitigation measures shall be implemented in accordance with a timescale to be agreed with the City Council, as Local Planning Authority, and thereafter retained and maintained in situ.

If within a period of 5 years from the date of the planting of any tree or shrub, that tree or shrub or any tree or shrub planted in replacement for it, is removed, uprooted or destroyed or dies, or becomes, in the opinion of the local Planning Authority, seriously damaged or defective, another tree or shrub of the same species and size as that originally planted shall be planted at the same place

Reason - In the interest of securing a biodiversity mitigation strategy for the Red Bank Neighbourhood pursuant to policies SP1, EN9, EN17 and DM1 of the Manchester Core Strategy (2012)

81) Prior to the commencement of piling works within an Enabling Phase of the development (save for the site set up, above ground demolition and disconnection of services), details of the siting, scale and appearance of the retaining wall shall be submitted for approval in writing, by the City Council, as Local Planning Authority. The Enabling Phase shall be carried out in accordance with the approved details and thereafter retained and maintained in situ

Reason - In the interest of visual amenity pursuant to policy DM1 of the Manchester Core Strategy (2012)

Informatives

Building Regulations 2010

This permission does not grant approval under Building Regulations.

Street Naming & Numbering Requirements

Manchester City Council is responsible for allocating street naming and numbering within Manchester for new developments or property conversions. Individuals or

businesses are not permitted to allocate their own property numbers, building or street names.

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

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

You can apply online at the following address:

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

Mining Information

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

-Whilst there is only a low risk of otter being present, the applicant is reminded that under the 2019 Regulation it is an offence to disturb, harm or kill otters. If an otter is found during the development all work should cease immediately and a suitably licensed ecologist employed to assess how best to safeguard the otter(s). Natural England should also be informed.

- Any signage, wayfinding, banners or any other advertisements to be installed in and around the application site for the purpose of the promotion of the developments and routes to it may require consent under the Town and Country Planning (Control of Advertisements) (England) Regulations 2007.

- The applicant's attention is drawn to the new procedures for crane and tall equipment notifications, please see:
<https://www.caa.co.uk/Commercial-industry/Airspace/Event-and-obstacle-notification/Crane-notification/>

- It is important that any conditions or advice in this response are applied to a planning approval. Where a Planning Authority proposes to grant permission against the advice of Manchester Airport, or not attach conditions which Manchester Airport has advised, it shall notify Manchester Airport, and the Civil Aviation Authority as specified in the Town & Country Planning (Safeguarded Aerodromes, Technical Sites and Military Explosive Storage Areas) Direction 2002.

- It is expected that all modifications / improvements to the public highway are achieved with a maximum carbon footprint of 40%. Materials used during this process must also be a minimum of 40% recycled and fully recyclable. Developers will be expected to demonstrate that these standards can be met prior to planning conditions being discharged. The developer is to agree the above with MCC's Statutory Approvals and Network Resilience Teams post planning approval and prior to construction taking place

- Regarding S278 agreements a deposit is required to begin an application, additional costs will be payable and are to be agreed with S278 team. A S278 is required for works to the adopted highway, minimum standard S278 technical approval timescale is between 4-6 months, TRO's can take 10-12 months. An independent 'Stage 2' Road Safety Audit will be required and the design may require changes if any issues are raised with all costs attributable to the Developer. A 'Stage 1' Road Safety Audit should be completed during the planning stage and a copy of the report (with Designer's Response) is to be made available to the Statutory Approvals Team upon request.
- You should ensure that the proposal is discussed in full with Building Control to ensure they meet with the guidance contained in the Building Regulations for fire safety. Should it be necessary to change the development due to conflicts with Building Regulations, you should also discuss the changes with the Planning team to ensure they do not materially affect your permission.
- Whilst the building to be demolished has been assessed as negligible risk for bats, the applicant is reminded that under the 2019 Regulations it is an offence to disturb, harm or kill bats. If a bat is found during demolition all work should cease immediately and a suitably licensed bat worker employed to assess how best to safeguard the bat(s). Natural England should also be informed.
- The applicant is reminded that, under the Wildlife and Countryside Act 1981 as amended it is an offence to remove, damage, or destroy the nest of a wild bird, while the nest is in use or being built. Planning consent does not provide a defence against prosecution under this act. If a bird's nest is suspected work should cease immediately and a suitably experienced ecologist employed to assess how best to safeguard the nest(s).

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.

Right of challenge on planning application decision

A third party does not have a right of appeal against a decision on a planning application. Instead there is a right of challenge (a Judicial Review) which is limited to lawfulness of the procedure that we have taken in coming to that decision.

Any challenge must be based on the following and not the merit of the decision:

- Procedural irregularity
- Irrationality
- Illegality

Any application for permission to bring such a challenge (which is through the High Court) must be made within 6 weeks of the date of the decision being issued.

Appendix A



The Coal
Authority

STANDING ADVICE - DEVELOPMENT LOW RISK AREA

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

Further information is also available on the Coal Authority website at:

www.gov.uk/government/organisations/the-coal-authority

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

SCHEDULE 3

THE OWNER'S GENERAL COVENANTS

The Owners hereby covenant with the Council as follows

- 1 1 To provide prior notification to the Council in writing at least 10 (ten) Working Days in advance of the anticipated date of Commencement of Development
- 1 2 To notify the Council in writing within 5 (five) Working Days of Commencement of Development that development has Commenced
- 1 3 To notify the Council within 5 (five) Working Days of the date of Completion of Construction of 75% of the Dwellings,
- 1 4 To notify the Council within 5 (five) Working Days of the date of Occupation of the first Dwelling to be Occupied

VIABILITY REVIEW AT CALCULATION DATE AND VIABILITY PAYMENT

- 2 Subject to paragraph 7 below within ten (10) Working Days of the Calculation Date the Owners shall
 - 2 1 confirm the Method of Disposal and the relevant Permitted Profit Level to the Council in writing, and
 - 2 2 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
- 3 Within sixty (60) Working Days of its receipt of the Viability Appraisal the Council shall give written notice to the Owners either -
 - 3 1 Stating that it accepts the Viability Appraisal or
 - 3 2 Correcting or challenging any of the amounts or conclusions included in the Viability Appraisal and giving details of the disputed amounts or conclusions
- 4 In the event that the Council shall have served a notice on the Owners pursuant to paragraph 3 2 of this Schedule 3 the Owners and the Council shall use reasonable endeavours to reach agreement in respect of the Viability Appraisal but if the Owners 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 3 2 of this Schedule 3, then the matter in dispute shall be referred to the Expert, in accordance with the provisions of Clause 7 with the Expert 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)

- 5 The Viability Appraisal not by way of limitation shall include and confirm
- 5 1 the GDV or NDV as appropriate,
 - 5 2 the Costs,
 - 5 3 the Gross Margin; and
 - 5 4 the Viability Payment, if any

6 Viability Payment

6 1 On or before the Viability Payment Deadline to pay to the Council the Viability Payment (if any) PROVIDED ALWAYS that the Viability Payment and the aggregate of any Clawback shall be capped so that they do not exceed the Maximum Contribution,

6 2 In the event that the information contained in the Viability Appraisal (as agreed by the Council or determined pursuant to paragraph 4 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

- 7 In the event that the Development is providing not less than 20% Affordable Housing then there shall be no requirement for the Owners to submit a Viability Appraisal and the requirements of paragraphs 2-6 (inclusive) of this Schedule 3 shall not apply

RETENTION AS BUILD TO RENT

- 8 1 Where the Method of Disposal for any of the Dwellings is Build to Rent the Owners shall deliver such Dwellings as a Build to Rent scheme or schemes and subject to paragraph 8 2 of this Schedule the ownership and management of each relevant block of Build to Rent development shall be owned and managed by the Owners as Build to Rent development for a period of fifteen years (15) years from Completion of Construction Provided that if the Owners Dispose of any such Dwellings in breach of this covenant then the clawback provisions set out in clause 19 of this Agreement will be triggered, and the Owners covenant 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 Disposed of
- 8 2 Where the Method of Disposal is Build to Rent the Owners may Dispose of the whole of each relevant block as Built to Rent Provided That the Owners prior to entering into the transfer to the proposed purchaser have provided the Council with documentary evidence supporting the contention that the proposed purchaser is a fit and proper company to manage the relevant part of the Development and the Council has confirmed in writing to the Owners prior to the Owners entering into that transfer that the Council accepts that the proposed purchaser is a fit and proper company to manage the relevant part of the Development as Build to Rent
- 8 3 Where an Owner has Disposed of its interest in any part of the Development comprising Build to Rent to a party as a Build to Rent development then the obligations in paragraph 8 1 of this Schedule and Clause 19 of this Agreement shall no longer be the responsibility of that Owner and shall be enforced against the party to whom the relevant Build to Rent part of the Development has been Disposed

RETENTION OF ARCHITECT

- 9 1 The Owners 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 remain 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
- 9 2 Should the Architect not be appointed or continue to be appointed in accordance with paragraph 9 1 above the Owners 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

AFFORDABLE HOUSING

- 10 1 Prior to the first Occupation of the Development the Owners shall submit to the Council for its written approval the Affordable Housing Statement for the Development
- 10 2 The Owners shall not allow Occupation of the Development until the Affordable Housing Statement is approved in writing by the Council
- 10 3 Subject to paragraph 10 4 the Owners shall carry out the Development in accordance with the approved Affordable Housing Statement
- 10 4 The Affordable Housing Statement may be amended from time to time by the Owners with the written approval of the Council
- 10 5 The Owners shall not allow Occupation of more than 65% (sixty-five percent) of the Market Dwellings on the Site until all Affordable Housing Units have been completed in accordance with the requirements of the Planning Permission and this Schedule 3 and made ready for Occupation and written notification of such has been given to the Council

SCHEDULE 4

The COUNCIL'S COVENANTS

The Council hereby covenants with the Owners as follows

- 1 To use 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 Owners 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 any 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 Viability Payment and Clawback as have not been expended in accordance with paragraph 1 of this Schedule (excluding any such sums in respect of which though not yet expended the Council has contractually committed to expend) within 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 Dantzic Street, Dalton Street And The Railway Line Known As Plots NT02, NT03 And NT04 Manchester

Permitted Profit Level – based upon 20% of GDV of Open Market Value Element	£
Permitted Profit Level – based upon 6% of GDV of the 5% Affordable Housing provided pursuant to this Agreement	£
Permitted Profit Level – based upon 12% of GDV of Build to Rent	£
Permitted Profit Level – based upon 15% of the GDV of a Pre-Sale Element	£
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 Benchmark Land Value	£
Agreed Stamp Duty - TBA	
Agreed site legal & agents fees @ 1.5% of land value	
TOTAL COSTS (Costs)	
Gross Margin = GDV and/or NDV (as appropriate) - Costs	
VIABILITY PAYMENT –	

The headings in the Viability Template are not exhaustive

APPENDIX 1

THE AFFORDABLE HOUSING STATEMENT

This Affordable Housing Statement has been prepared in support of the development of the Site described in Schedule 1 and shown for the purposes of identification only edged red on the Plan

The Affordable Housing Statement addresses the provision of relevant Affordable Housing consideration in light of national and local policy The Affordable Housing shall meet the definition of affordable housing in Annex 2 of the NPPF 1 The scheme comprises of the following tenure

	Total no of units
Shared Ownership Housing	78

Provided that the tenure mix may be varied from time to time throughout the lifetime of the development subject to submission of a revised Affordable Housing Statement for provision of the Affordable Housing Units to be submitted for the written approval of the Council

2 1 The Owners are to construct on the Site 78 (seventy eight) Affordable Housing Units which shall be specifically Shared Ownership Housing and shall be disposed of by a Registered Provider on Shared Ownership Terms

2 2 The Affordable Housing Units shall only be disposed of to a Registered Provider Any transfer of the Affordable Housing Units to a Registered Provider shall be free from incumbrances and free from any restrictions that would prevent their use as Affordable Housing

2 3 The Affordable Housing Units shall not be used for any purpose other than for Affordable Housing save that this restriction will not apply to

2 3 1 A mortgagee or chargee howsoever appointed or any receiver(including an administrative receiver or administrator howsoever appointed) or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security or any person deriving title from any of the above, or

2 3 2 Any occupant of an Affordable Housing Unit who has exercised a statutory right to acquire under the Housing Act 1996 or otherwise or any person other than a Registered Provider deriving title under that occupant, or

2 3 3 A freeholder who was previously the leaseholder of an Affordable Housing Unit who has exercised their right to Staircase ownership up to 100% ownership, or

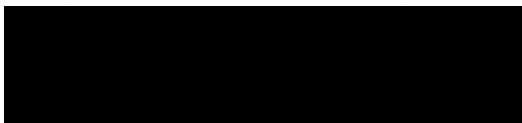
2 3 4 A mortgagee of an occupant or leaseholder in the event that a mortgagee of an occupant or leaseholder seeks to dispose of an Affordable Housing Unit pursuant to its power of sale exercised pursuant to default of the terms of the mortgage and successors in title

3 1 The Shared Ownership Units will be disposed of to Eligible Purchasers Purchasers will be able to purchase between 25% and 75% of the full market value of the property The properties will be sold at the current market value A relevant Independent Financial Adviser will then use the approved HCA Shared Ownership affordability calculator to ascertain that any applicant is maximising their contribution and that any mortgage and rental costs are affordable and sustainable

3 2 The Shared Ownership Lease will give the buyer the right to buy the remaining share or additional shares in their home and therefore move from an initial share to full ownership in a number of stages as and when they can afford them For the avoidance of doubt occupiers who have entered into a Shared Ownership Lease will be allowed to Staircase to full ownership

3 3 In line with the Shared Ownership Affordable Homes Programme (SOAHP) prospectus, nationally or locally defined prioritisation criteria will not apply to the Shared Ownership Units other than a prioritisation for current and former members of the British Armed Forces

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



AUTHORISED SIGNATORY



01122489

EXECUTED as a DEED by
NORTHERN GATEWAY (FEC) No.1 LIMITED

Acting by a single director in the presence of
a Witness:

Signature of Director



Gavin Taylor

Signature of witness



Name of witness:

NILANY BLET

Address of witness:



Occupation of witness:

Development Director

EXECUTED as a DEED by

NORTHERN GATEWAY (FEC) No.6 LIMITED

Acting by a single director in the presence of

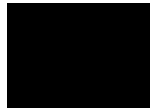
a Witness

Signature of Director



Gavin Taylor

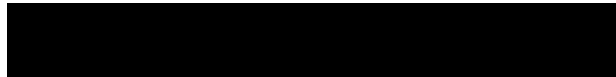
Signature of witness



Name of witness

HILARY BRETT

Address of witness



Occupation of witness

Development Director

EXECUTED as a DEED by

NORTHERN GATEWAY (FEC) No.11 LIMITED

Acting by a single director in the presence of

a Witness

Signature of Director



Gavin Taylor

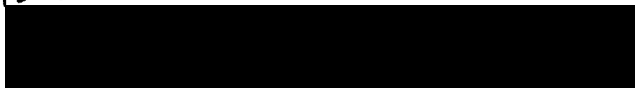
Signature of witness



Name of witness

HILARY BRETT

Address of witness



Occupation of witness

Development Director

