

DATED 13 OCTOBER 2023

THE COUNCIL OF THE CITY OF MANCHESTER

- and -

MANCHESTER DIOCESAN BOARD OF FINANCE

- and -

THE TRUSTEES OF THE GREATER MANCHESTER TRUST FOR RECREATION

-and-

ANWYL CONSTRUCTION COMPANY LIMITED

AGREEMENT

pursuant to section 106 of the Town and
Country Planning Act 1990 (as amended)
relating to Land To The Rear Of 354 Wilbraham Road
Manchester

City Solicitor
P O Box 532
Town Hall
Albert Square
Manchester M60 2LA
L/RAN/EVD3001/4018

THIS AGREEMENT is made the 13th day of OCTOBER 2023

BETWEEN:

- (1) **THE COUNCIL OF THE CITY OF MANCHESTER** of Town Hall, Albert Square, Manchester, M60 2LA (the "**Council**"),
- (2) **MANCHESTER DIOCESAN BOARD OF FINANCE** (incorporated in England and Wales with company number 00149999) whose registered office is at 155-163 The Rock, Bury, England, BL9 0ND (the "**First Owner**"),
- (3) **THE TRUSTEES OF THE GREATER MANCHESTER TRUST FOR RECREATION** (registered Charity Number 521234) of Gaddum House, 16 Queen Street, Manchester (the "**Second Owner**"), and
- (4) **ANWYL CONSTRUCTION COMPANY LIMITED** a company incorporated in England and Wales with registered number 00435323) whose registered office is at Anwyl House St Davids Park, Ewloe, Deeside, Flintshire, United Kingdom, CH5 3DT ("the Applicant")

BACKGROUND

- A The Council is the local planning authority for the purposes of the Act in relation to the Site and is the authority by whom the obligations hereby created are enforceable. The Development will be carried out on the Site. The Site is situated within the Administrative Boundaries of Manchester and this planning obligation is enforceable by the Council.
- B The First and Second Owners shall hereafter be called the "Owners".
- C The Owners are the freehold owners of the Site registered at the Land Registry with Title Absolute under Title Numbers LA145367, GM438525, MAN372786 and LA64591 together with but subject to all matters contained or referred to in the Title Registers thereunder.
- D The Application was submitted by the Applicant to the Council for planning permission to carry out the Development in the manner set out in the plans, specifications and particulars forming part of the Application.
- E The Council as local planning authority is satisfied that the Development is such as may be approved by the Council under the Act and is minded to grant planning permission for the Development in accordance with the Application but having considered the Local Plan and the Regulations is desirous of the Owners entering into this Agreement without which planning permission would not be granted.
- F The Owners have agreed to enter into this Agreement in support of the Application so as to create planning obligations in favour of the Council pursuant to section 106 of the Act and to be bound by and observe and perform the covenants hereinafter contained.
- G The planning purpose of this Agreement is to improve the amenity of land in the locality of the Site with benefit for the occupiers of the Development and to mitigate the adverse impacts of the

Development in accordance with the development plan for the area and other material considerations. The Council is satisfied that the obligations in this Agreement are,

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

H The 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

AGREED TERMS

1 DEFINITIONS AND INTERPRETATION

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

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

“**Affordable Housing**” affordable housing as defined in the NPPF that will be available to persons who cannot afford to rent or buy housing generally available on the open market,

“**Affordable Housing Commuted Sum**” a sum to be agreed between the Owners and the Council in the event that the Affordable Housing Units cannot be transferred to a Registered Provider,

“**Affordable Housing Plan**” the plan at the Appendix 2 which identifies the location, type and tenure of the Affordable Housing Units or such amended Affordable Housing Plan as may be submitted to and approved by the Council in writing from time to time,

“**Affordable Housing Unit**” a Dwelling designated as Affordable Housing on the Affordable Housing Plan and which are to be constructed according to at least the quality and design standards of the Regulator,

“**Affordable Housing Units**” shall be construed as referring to the 13 (Thirteen) Dwellings designated as Affordable Housing on the Affordable Housing Plan,

“**Agreement**” shall mean this agreement,

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

“Application” the application to which the Council gave the reference 135604/FO/2022 for planning permission for the erection of a 65 dwellings (Use Class C3(a)), with associated infrastructure, including landscaping, ecological mitigation, drainage and car parking, access from Wilbraham Road, and demolition of garage to the rear of 354 Wilbraham Road

“Chargee” 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,

“Commencement of Development” the date upon which the Development shall begin by the carrying out of a material operation in accordance with the provisions of section 56(4) of the Act PROVIDED THAT any works of or associated with site clearance, remediation works, environmental or archaeological investigations, site and soil surveys, erections of contractors work compound, erection of site office, erection of fencing to site boundaries, marking of site boundaries and laying out of access roads and services shall for the purposes of the agreement be deemed not to be material operations and **“Commence”**, **“Commencement”** and **“Commenced”** shall be construed accordingly Commencement will be deemed to have taken place whether it takes place on the Site or on the land adjacent to the Site,

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

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

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

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

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

“Housing Need” a situation where a person cannot afford to rent a home suitable for his or her needs and the needs of their household at normal market values prevailing in the Administrative Boundaries of Manchester,

"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

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

"Management Fee" shall mean 15% of the planning application fee which equates to £3,739.35 (Three thousand seven hundred and thirty-nine pounds and thirty-five pence) to be used for the purpose of monitoring and reporting on the delivery of this Agreement and the Planning Obligations contained herein,

"Market Housing Units" those Dwellings within the Development which are sold on the open market and which are not Affordable Housing Units as shown on the Affordable Housing Plan,

"NPPF" the National Planning Policy Framework issued in July 2021 (as may be updated or replaced with an equivalent policy from time to time) 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,

"Owners" the First Owner and the Second Owner,

"Plan" the plan attached to the Agreement at Appendix 1,

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

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

"Playing Field Mitigation Contribution" the sum of £499,836.94 (Four hundred and ninety-nine thousand, eight hundred and thirty six pounds and ninety-four pence) Index Linked to be paid in accordance with the provisions contained in Schedule 3 (Sports Provision)

"Protected Tenant" any tenant who

(a) has exercised the right to acquire pursuant to the Housing Act 1996 or any statutory provision (including section 180 of the Housing and Regeneration Act 2008 and governed by the Housing Act

1985 and modified by the Housing (Right to Acquire) Regulations 1997) for the time being in force in respect of a particular Affordable Housing Unit and acquired it,

(b) has exercised any statutory right to buy in respect of a particular Affordable Housing Unit and bought it, or

(c) has been granted a shared ownership lease by a Registered Provider (or similar arrangement where a share of the Affordable Housing Unit 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 shares so that the tenant owns the entire Affordable Housing Unit,

“Qualifying Person” an individual who has reasonably demonstrated that he or she has an annual household income of £80,000 or less and is unable to afford all of the deposit and mortgage payments for a home that meets his or her needs and satisfies at least one of the following

- (i) is a first time buyer,
- (ii) used to own a home but cannot afford to buy one now,
- (iii) owns a home and want to move but cannot afford a new home suitable for his or her needs,
- (iv) is forming a new household (for example after a relationship breakdown), or
- (v) is an existing shared owner and wants to move,

or is an individual who meets the eligibility criteria of the Government guidance for Affordable Housing by way of Shared Ownership as revised or amended at the date of the grant of each Shared Ownership Lease,

“Registered Provider” a provider of social housing included in the register of registered providers of social housing maintained by the Regulator under the Housing and Regeneration Act 2008 or as redefined in any amendment replacement or re-enactment of such act,

“Regulations” the Community Infrastructure Levy Regulations 2010,

“Regulator” the Regulator of Social Housing being the body corporate undertaking the functions of the Regulator of Social Housing within the meaning of Part I of the Housing and Regeneration Act 2008 as amended by the Legislative Reform (Regulator of Social Housing) (England) Order 2018 (or as redefined by any amendment replacement or re-enactment of such act),

“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

“Shared Ownership Unit” the Affordable Housing Units shown shaded [purple] on the Affordable Housing Plan where an initial equity share of up to 75% is sold by the Registered Provider to Qualifying Persons with a rent charged on the unsold equity in accordance with the Shared Ownership Lease,

"Shared Ownership Lease" such lease as shall from time to time be in accordance with the Home England's (or any successor) model form of shared ownership lease or such other successor bodies model form of lease,

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

"Social Rent Units" the Affordable Housing Units shown shaded [orange] on the Affordable Housing Plan which are let to eligible households for which guideline target rents are determined through the national rent regime,

"Sport and Leisure Contribution" the sum of £57,776 (Fifty seven thousand, seven hundred and seventy six pounds) Index Linked to be paid in accordance with the provisions contained in Schedule 3 (Sports Provision)

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

"Stakeholder Account" shall mean the account held by the Stakeholder and her authorised officers at Barclays Bank plc in which monies paid under the Planning Obligations are held,

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

1 2 The Clause headings do not affect this interpretation

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

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

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

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

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

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

1 7 **"Including"** means **"including, without limitation"**

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

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

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

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

2 PLANNING OBLIGATION

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

3 CONDITION PRECEDENT

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

4 CONDITION SUBSEQUENT

If the Planning Permission for the Development has not been implemented by the carrying out of a material operation in accordance with the provisions of sections 56, 91 and 93 of the Act or is revoked or modified in whole or in part (other than in approval of an application by or on behalf of either of the Owners) or quashed or declared unlawful as a result of legal proceedings (or if it expires prior to the Commencement of Development) 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

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

6 THE COUNCIL'S COVENANTS

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

7 DISPUTE RESOLUTION

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

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

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

7 4 Any party to this Agreement shall be entitled to submit to the Expert 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 their 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 but such notice does not need to be provided in relation to the disposal of individual Dwellings

9 2 No person shall be liable for any breach, non performance and non observance of the covenants, obligations and restrictions contained in this Agreement after it shall have parted with its entire interest in the Site or that part of the Site in respect of which such breach occurred but without prejudice to liability for any subsisting breach arising prior to parting with such interest nor shall this hinder or preclude the Council's rights as the Local Planning Authority to require that the breach, non-performance or non-observance be remedied after that person has parted with its interest in the Site

10 COUNCIL'S CONSENT OR APPROVAL

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

11 LOCAL LAND CHARGE AND LAND REGISTRY ENTRY

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

11 2 For the purpose of noting this Agreement on the titles of the Owners registered under title numbers LA145367, GM438525, MAN372786 and LA64591 at the Land Registry the Owners will prior to Commencement of Development register a Form AN1 at the Land Registry The Owners will supply the Council with a copy of the amended registers as soon as reasonably practicable following their receipt by the Owners from the Land Registry

11 3 In the event that any requisitions are raised by the Land Registry in connection with the application for registration the Owners will ensure that such requisitions are dealt with promptly

11 4 The Council will upon receipt of a written request of the Owners or their successors in title, at any time after the obligations set out herein have been fulfilled in their entirety, issue written confirmation thereon and thereafter cancel all related entries in the register of local land charges

11 5 The costs of registration and cancellation pursuant to clauses 11 3 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 respectively at their last known addresses,

15 **FEES**

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

15 2 Receipt by the Council of the payment of such sum shall not create any lawyer-client type contractual relationship between the Council and the Applicant 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,

16 **INTEREST**

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

17 **JURISDICTION**

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

18 **COMPLETION**

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

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

SCHEDULE 1

The Site

Land To The Rear Of 354 Wilbraham Road, Manchester and shown for the purposes of identification
only edged red on the Plan ✓

SCHEDULE 2

Draft Planning Permission

7



MANCHESTER
CITY COUNCIL

Town & Country Planning Act 1990 (as amended)

Planning Permission

Applicant

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

Agent (if used)

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

Part 1 – Particulars of the application/development

Proposal Erection of a 65 dwellings (Use Class C3(a)), with associated infrastructure, including landscaping, ecological mitigation, drainage and car parking, access from Wilbraham Road, and demolition of garage to the rear of 354 Wilbraham Road

Location Land To The Rear Of 354 Wilbraham Road, Manchester

Date of application 28 November 2022

Application number 135604/FO/2022

Part 2 – Particulars of decision

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

Article 35 Declaration

Officers have worked with the applicant / agent in a positive and proactive manner to guide the application through all stages of the planning process and resolve any issues that arose in dealing with the planning application

Condition(s) attached to this decision

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

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

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

Covering letter prepared by Asteer Planning,

Supporting Planning Statement (including Affordable Housing Statement) prepared by Asteer Planning,
Agronomy Report prepared by STRI,
Air Quality Assessment prepared by Redmore Environmental,
Aboricultural Impact Assessment and Arboricultural Method Statement prepared by Tyler Grange,
Broadband Connectivity Assessment prepared by GTech Surveys,
Construction Environmental Management Plan prepared by Anwyl Homes,
Crime Impact Statement prepared by Greater Manchester Police,
Design and Access Statement (including Residential Standards Statement, Waste Management Strategy, Blue and Green Infrastructure Statement) prepared by APD,
Ecological Impact Assessment prepared by Tyler Grange,
Ecological Enhancement Strategy prepared by Tyler Grange,
Environmental Standards Statement prepared by Watt Energy,
EV Charging Specification,
Flood Risk Assessment and Drainage Strategy prepared by RSK,
Heritage Statement prepared by RPS,
Landscape Ecological Management Plan prepared by Tyler Grange,
Landscaping scheme prepared by Tyler Grange,
Lighting Impact Assessment prepared by BWB,
Local Labour Proposal prepared by Anwyl Homes,
Noise Impact Assessment prepared by E3P, Playing Pitch Mitigation Strategy prepared by Sports Planning Consultants,
Statement of Community Involvement prepared by UK Networks,
Transport Assessment prepared by Focus, and,
Television and Radio Reception Impact Assessment prepared by GTech Surveys
Waste Proforma prepared by APD
Demolition Plan DP01 Rev A APD
Existing Site Layout ES01 Rev A APD
Housetype Pack HT01 APD
Location Plan LP01 Rev C APD
Illustrative Sections SE01 Rev B APD
Illustrative Street Scenes SS01 APD
Key Plan - Illustrative Streetscenes KP01 APD Received 28 November 2022

Affordable Housing Layout AF01 Rev D
EV Charging Point Layout EV01 Rev D
Hard Surfacing Layout HS01 Rev D
Land Use Plan LU01 Rev C
Materials Layout ML01 Rev D
Colour Planning Layout PL01 Rev G
Waste Management Plan WM01 Rev D
Planning Layout PL01 Rev G Driveway Dimension Layout DD01 Rev C
Drainage Appraisal 10-01 Rev P7
Soft Landscape Drawing (1 of 3) 14807_P05(1) Rev A
Soft Landscape Drawing (2 of 3) 14807_P05(2) Rev C
Soft Landscape Drawing (3 of 3) 14807_P05(3) Rev A
Completed Construction Local Labour KPI Proposal and Reporting Template
Updated Waste Proforma
Updated Phase I Desk Study 15-811-R1-6 Dated January 2023
Updated Phase II Geoenvironmental Site Assessment 15-811-R2-6 Dated January 2023
2023 Remediation and Enabling Works Strategy 15-811-R3-2 Dated January 2023
Archaeological Evaluation SA/2023/1
Updated BNG Metric

Received 26 January 2023

Illustrative site sections reference SS02 Rev A as received on the 13th February 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

3) With the exception of demolition, no above ground development that is hereby approved shall commence unless and until samples and specifications of all other materials to be used on all external elevations of the development, as detailed on the approved Materials Layout ML01 Rev D, have been submitted to and approved in writing by the City Council as Local Planning Authority. The development shall only be implemented in accordance with the agreed materials.

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, pursuant to policies SP1, EN3 and DM1 of the Core Strategy

4) No development shall take place, including any demolition works, until a construction management plan or construction method statement has been submitted to and approved in writing by the Local Planning Authority. The approved plan/statement shall be adhered to throughout the demolition/construction period. The plan/statement shall provide for

- o A construction programme including phasing of works,
 - o 24 hour emergency contact number,
 - o Expected number and type of vehicles accessing the site,
 - o Deliveries, waste, cranes, equipment, plant, works, visitors,
 - o Size of construction vehicles,
 - o The use of a consolidation operation or scheme for the delivery of materials and goods,
 - o Phasing of works,
 - o Means by which a reduction in the number of movements and parking on nearby streets can be achieved (including measures taken to ensure satisfactory access and movement for existing occupiers of neighbouring properties during construction)
- Programming, Waste management, Construction methodology, Shared deliveries, Car sharing, Travel planning, Local workforce, Parking facilities for staff and visitors, On-site facilities, A scheme to encourage the use of public transport and cycling,
- o Routes for construction traffic, avoiding weight and size restrictions to reduce unsuitable traffic on residential roads,
 - o Locations for loading/unloading, waiting/holding areas and means of communication for delivery vehicles if space is unavailable within or near the site,
 - o Locations for storage of plant/waste/construction materials,
 - o Arrangements for the turning of vehicles, to be within the site unless completely unavoidable,
 - o Arrangements to receive abnormal loads or unusually large vehicles,
 - o Swept paths showing access for the largest vehicles regularly accessing the site and measures to ensure adequate space is available,
 - o Any necessary temporary traffic management measures,
 - o Measures to protect vulnerable road users (cyclists and pedestrians),
 - o Arrangements for temporary facilities for any bus stops or routes,
 - o Method of preventing mud being carried onto the highway,
 - o Methods of communicating the Construction Management Plan to staff, visitors and neighbouring residents and businesses

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.

Reason - In the interests of safe operation of the adopted highway in the lead into development both during the demolition and construction phase of the development, pursuant to policies SP1, EN19 and DM1 of the Core Strategy for the City of Manchester

5) The car parking as indicated on the approved plans shall be surfaced, laid out and demarcated prior to the occupation of each dwelling. The car parking shall then be available at all times for people residing at the dwelling whilst the dwelling is occupied.

Reason - To ensure that there is adequate parking for the development proposed when the development is occupied in order to comply with policy DM1 of the Core strategy.

6) The approved details for cycle parking provision as set out on the approved drawings and documents shall be installed prior to the occupation of each dwelling and be retained thereafter for use by people residing at the dwelling.

Reason - To ensure that there is adequate cycle parking for the development in order to comply with policies T1, T2 and DM1 of the Core strategy.

7) Prior to the occupation of the development, a scheme of highway works, in order to provide an adequate pedestrian and vehicular environment in the vicinity of the application site, shall be submitted for approval in writing by the City Council, as Local Planning Authority.

For the avoidance of doubt this shall include the following:

Provision of tactile pavement to be installed to each side of the existing footway on Wilbraham Road.

Provision of parking restrictions (double yellow lines) on the bends and at the vehicle access with Wilbraham Road.

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).

8) The development hereby approved shall only be carried out in accordance with the recommendations of the Crime Impact Statement prepared by Greater Manchester Police and shall not be occupied or used until the City Council as local planning authority has acknowledged in writing that it has received written confirmation of a secure by design accreditation.

Reason - To reduce the risk of crime pursuant to Policy DM1 of the Adopted Core Strategy for the City of Manchester.

9) No development shall take place until the full details of a surface water drainage scheme has been submitted to and approved in writing by the City Council as local planning authority.

Reason - To promote sustainable development, secure proper drainage and to manage the risk of flooding and pollution, pursuant to Policy DM1 in the Core Strategy.

Development Plan Document and the policies and guidance within the NPPF and NPPG

10) No development hereby permitted shall be occupied until details of the implementation, maintenance and management of the sustainable drainage scheme have been submitted to and approved by the local planning authority

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

- a Verification report providing photographic evidence of construction as per design drawings,
- b As built construction drawings if different from design construction drawings,
- c Management and maintenance plan for the lifetime of the development which shall include the arrangements for adoption by any public body or statutory undertaker, or any other arrangements to secure the operation of the sustainable drainage scheme throughout its lifetime

Reason - To promote sustainable development, secure proper drainage and to manage the risk of flooding and pollution, pursuant to Policy DM1 in the Core Strategy Development Plan Document and the policies and guidance within the NPPF and NPPG

11) The development is to be undertaken in accordance with the submitted Waste Management Plan (WM01 Rev D) and completed Updated Waste. The strategy shall be implemented in full prior to the first occupation of the authorised development and maintained *in situ* thereafter

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

12) Prior to occupation of the development the provision of electric vehicle charging points shall have been implemented in line with the information submitted on plan EV Charging Point Layout EV01 Rev D APD dated 26 January 2023. These charging facilities shall thereafter be retained for the use of the dwellings

Reason - To promote sustainable development and in the interests of residential amenity, pursuant to Policies DM1 and EN16 in the Manchester Core Strategy (2012)

13) The development hereby approved shall be implemented in full accordance with the measures as set out within the Environmental Standards Statement, received by the City Council as local planning authority on 28 November 2022

Within 3 months of the completion of the construction of the authorised development a verification statement shall be submitted to and approved in writing, by the City Council as local planning authority, confirming the incorporation of the specified measures at each phase of the construction of the development, including dated photographic documentary evidence of the implementation and completion of required works

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 for the City of Manchester and the principles contained within The Guide to Development in Manchester SPD (2007) and the National Planning Policy Framework

14) The development hereby approved shall only be carried out in accordance with mitigation measures detailed within the submitted Air Quality Assessment produced by Redmore Environmental dated 24 November 2022 received by the City Council, as Local Planning Authority on 28 November 2022

Reason - To minimise the impact upon air quality and in order to minimise the environmental impact of the development, pursuant to policy EN16 of the Core Strategy, National Planning Guidance and National Planning Policy Framework (NPPF)

15) The removal of trees with low bat roosting potential may have the potential to cause harm to bats as identified in the Ecological Impact Assessment Tyler Grange and shall not in any circumstances occur unless soft felling techniques have been provided to and agreed in writing by the local planning authority

Reason - In order to prevent any habitat disturbance to bats in accordance with policy EN15 of the Core Strategy and the National Planning Policy Framework

16) No works to trees or shrubs shall occur between the 1st March and 31st August in any year unless a detailed bird nest survey by a suitably experienced ecologist has been carried out immediately prior to clearance and written confirmation provided that no active bird nests are present which has been agreed in writing by the Local Planning Authority

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

17) 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

18) The details of the hard and soft landscaping treatment scheme as set out within the approved drawing references

Soft Landscape Drawing (1 of 3) 14807_P05(1) Rev A

Soft Landscape Drawing (2 of 3) 14807_P05(2) Rev C

Soft Landscape Drawing (3 of 3) 14807_P05(3) Rev A, shall be implemented not later than 12 months from the date the buildings are first occupied. If within a period of 5 years from the date of the planting of any tree or shrub, that tree or shrub or any tree or shrub planted in replacement for it, is removed, uprooted or destroyed or dies, or becomes, in the opinion of the local planning authority, seriously damaged or defective, 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 SP1, EN9 and DM1 of the Core Strategy

19) The development hereby approved shall incorporate the Biodiversity Enhancement Measures as set out within the approved drawings and documents and shall be retained at the site thereafter

Reason - Pursuant to biodiversity enhancement of the site, in accordance with policy EN15 of the Core Strategy and the National Planning Policy Framework

20) Within one month prior to construction work being completed, a detailed report which takes into account the approved 'Updated Local Labour Proposal and Completed Construction Local Labour KPI Proposal and Reporting Template' as received by the City Council on the 26th January 2023 and outcomes about local labour recruitment 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)

21) Notwithstanding the provisions of the Town and Country Planning (General Permitted Development) Order 2015 (or any order revoking and re-enacting that Order with or without modification) none of the dwelling houses hereby approved shall be used for any other purpose (including any other purpose in Class C3 of the Schedule to the Town and Country Planning (Use Classes) Order 1987 as amended by The Town and Country Planning (Use Classes) (Amendment) (England) Order 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 C3(a)

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

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

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

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

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

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

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

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

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

25) a) Any externally mounted ancillary plant, equipment and servicing to be installed shall be selected and/or acoustically treated in accordance with a scheme designed so as to achieve a rating level of 5dB (LAeq) below the typical background (LA90) level at the nearest noise sensitive location. Prior to its installation, the scheme shall be submitted to and approved in writing by the City Council as Local Planning Authority in order to secure a reduction in the level of noise emanating from the site

b) Prior to any externally mounted ancillary plant, equipment and servicing to be installed becoming operational, an approved verification report shall be submitted to and approved in writing by the City Council as Local Planning authority to validate that the work undertaken throughout the development conforms to the recommendations and requirements in the approved acoustic report. The report shall also undertake post completion testing to confirm that the noise criteria have been met. Any instances of non-conformity with the recommendations in the report shall be detailed along with any measures required to ensure compliance with the agreed noise criteria

Reason - To minimise the impact of the development and to prevent a general increase in pre-existing background noise levels around the site, pursuant to saved policy DC26 of the Unitary Development Plan for the City of Manchester and policies DM1 and SP1 of the Manchester Core Strategy

26) Prior to installation of the approved floodlight upgrades (Lighting Impact Assessment prepared by BWB) at Maine Road FC Football Club, a method statement and programme of works shall be submitted to and approved in writing by the Local

Planning Authority The approved floodlight upgrades shall be carried out prior to occupation of plots 30-40 as shown on the approved Colour Planning Layout (PL01 Rev G)

Reason - To protect residential amenity and ensure that the playing field is prepared to an adequate standard and is fit for purpose, pursuant to policy EN10 of the Manchester Core Strategy and National Planning Policy Framework (NPPF)

27) 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 14 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

28) Prior to the commencement of above ground works a plan indicating the positions, design, materials and type of boundary treatment to be erected at the development shall be submitted to and approved in writing by the City Council as local planning authority The boundary treatment relevant to each dwelling shall be completed prior to its occupation The development shall be carried out in accordance with the approved details and shall thereafter be retained

Reason - To ensure that the appearance of the development is acceptable to the City Council as local planning authority in the interests of the visual amenity of the area within which the site is located in order to comply with saved policy E3 3 of the Unitary Development Plan for the City of Manchester and policies SP1 and DM1 of the Core Strategy

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

DRAFT DECISION

Date: 11.08.2023

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.

SCHEDULE 3

THE OWNERS' COVENANTS TO THE COUNCIL

The Owners hereby covenant with the Council as follows

Part 1 – General Covenants

- 1 To notify the Council in writing within 5 (five) Working Days of Commencement of Development and to pay the Management Fee within (10) Working Days of such notification
- 2 To provide prior notification to the Council in writing at least 10 (ten) Working Days in advance of the *Anticipated Date of Completion of Construction of first Dwelling and thereafter as calculated by reference to the total number of Dwellings in each case the Anticipated Date of Completion of Construction of 50% of the Dwellings and the Anticipated Date of Completion of Construction of the 32nd Dwelling*
- 3 To pay to the Council the Playing Field Mitigation Contribution in the following instalments
 - 3 1 £426,232 94 of the Playing Field Mitigation Contribution prior to Commencement of Development,
 - 3 2 The remaining £73,604 of the Playing Field Mitigation Contribution prior to the Occupation of the 32nd Dwelling built pursuant to the Planning Permission,
- 4 To pay to the Council the Sport and Leisure Contribution prior to the Occupation of the 32nd Dwelling built pursuant to the Planning Permission

Part 2 – Affordable Housing

2.PROVISION OF AFFORDABLE HOUSING UNITS

- 2 1 Subject to Paragraph 2 7 below, the Owners shall construct not less than 13 (thirteen) of the Dwellings constructed pursuant to the Planning Permission as Affordable Housing Units in accordance with the Planning Permission and the Affordable Housing Plan

AFFORDABLE HOUSING TENURE MIX

- a) 2 2 Subject to Paragraph 2 7 below, the Affordable Housing Units shall comprise 7 (seven) Social Rent Units, and
6 (six)
- b) ~~5 (five)~~ Shared Ownership Units

- 2 3 Prior to first Occupation of the Development the Owners shall confirm to the Council the identity of the proposed Registered Provider, unless paragraph 2 7 4 below applies

2 4 Not to Occupy any part of the Development until the identity of the proposed Registered Provider has been confirmed to the Council, unless paragraph 2 7 4 below applies

2 5 The Affordable Housing Units shall be provided in accordance with the Affordable Housing Plan

2 6 The Affordable Housing Units shall not be visually distinguishable from the Market Housing Units based upon their external appearance,

2 7 In carrying out the Development to provide the Affordable Housing Units in accordance with the Affordable Housing Plan PROVIDED THAT

2 7 1 The Owners shall use their reasonable endeavours to enter into a contract to transfer the Affordable Housing Units to a Registered Provider but in the event that it is unable to do so within 18 months of the Commencement of Development, the Owners shall provide the Council with written evidence of the use of such endeavours to enter into a contract to transfer the Affordable Housing Units to an Registered Provider and the Owners and the Council shall both use their reasonable endeavours to agree an alternative tenure mix,

2 7 2 Where an alternative tenure mix has been agreed pursuant to Part 2, paragraph 2 7 1 of this Schedule, the Owners shall for a further period of 56 days use their reasonable endeavours to enter into a contract to transfer the Affordable Housing Units to a Registered Provider,

2 7 3 In the event that the Owners have been unable to enter into a contract to transfer the Affordable Housing Units to a Registered Provider pursuant to the alternative tenure mix agreed as part of Part 2 paragraph 2 7 2 of this Schedule, the Owners shall provide written evidence of the use of such reasonable endeavours to enter into a contract to transfer the Affordable Housing Units to a Registered Provider,

2 7 4 Further to Part 2 paragraph 2 7 3 of this Schedule, if the Council are reasonably satisfied that the Owners used reasonable endeavours to enter into a contract to transfer the Affordable Housing Units to a Registered Provider but was unable to, the Owners will pay the Affordable Housing Commuted Sum within 20 Working Days of such sum being agreed between the Council and the Owners and the Owners shall then be permitted to dispose of the Affordable Housing Units as Market Housing Units,

2 7 5 Once the Owners pay the Affordable Housing Commuted Sum to the Council pursuant to Part 2 paragraph 2 7 4 of this Schedule, the provisions of Part 2 of this Schedule will no longer apply to the Affordable Housing Units

2 8 Not to permit Occupation of more than 29 (twenty nine) of the Market Housing Units unless and until

2 8 1 6 (six) of the Affordable Housing Units have been constructed in accordance with the Planning Permission and made available for Occupation, and

2 8 2 6(six) of the Affordable Housing Units have been transferred to a Registered Provider or if the provisions of Part 2 paragraph 2 7 4 apply, the Affordable Housing Commuted Sum has been paid to the Council in relation to those Affordable Housing Units

2 9 Not to permit Occupation of more than 36 (thirty six) of the Market Housing Units unless and until

2 9 1 8 (eight) of the Affordable Housing Units have been constructed in accordance with the Planning Permission and made available for Occupation, and

2 9 2 8 (eight) of the Affordable Housing Units have been transferred to a Registered Provider or if the provisions of Part 2 paragraph 2 7 4 apply, the Affordable Housing Commuted Sum has been paid to the Council in relation to those Affordable Housing Units

2 10 Not to permit Occupation of more than 50 (fifty) of the Market Housing Units unless and until

2 10 1 all of the Affordable Housing Units have been constructed in accordance with the Planning Permission and made available for Occupation, and

2 10 2 all of the Affordable Housing Units have been transferred to a Registered Provider or if the provisions of Part 2 paragraph 2 7 4 apply, the Affordable Housing Commuted Sum has been paid to the Council in relation to those Affordable Housing Units

2 11 Not to Occupy permit suffer cause or allow to be Occupied any Affordable Housing Unit otherwise than in accordance with the provisions of this Deed

2 12 Not to Occupy permit suffer cause or allow to be Occupied any Social Rent Unit other than by a person who immediately prior to taking Occupation was in the opinion of the Registered Provider in Housing Need and who will Occupy such Social Rent Unit as their only or principal home together with any person or persons living in the Social Rent Unit as a member of their household

2 13 Not to Occupy permit suffer cause or allow to be Occupied any Shared Ownership Unit other than a person who immediately prior to taking Occupation is a Qualifying Person and who may Occupy such Shared Ownership Unit as their only or principal home together with any person or persons living in the Shared Ownership Unit as a member of their household

2 14 The parties hereby agree that the provisions of this Deed shall not be enforceable against

2 14 1 a Chargee of the whole or any part of the Affordable Housing Units or any persons or bodies deriving title through such Chargee or Receiver PROVIDED THAT

2 14 1 1 such Chargee or Receiver shall first give written notice to the Council of its intention to dispose 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 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 documentation including all accrued principal monies, interest and costs and expenses, and

2 14 1 2 if such disposal has not completed within, the three month period, the Chargee or Receiver shall be entitled to dispose of the Affordable Housing Units free from the obligations in this Deed which provisions shall determine absolutely

2 14 2 a Protected Tenant or to the mortgagee of a Protected Tenant exercising a power of sale in default or to the successors in title of that Protected Tenant,

2 14 3 a mortgagee of a Shared Ownership Unit exercising a power of sale in default or to the successors in title of that Shared Ownership Unit

SCHEDULE 4

The COUNCIL'S COVENANTS

The Council hereby covenants with the Owners as follows

- 1 To use the Playing Field Mitigation Contribution to contribute to the following

CAPITAL WORKS

Alexandra Park Capital Cost = £350,535 63

South West Manchester Cricket Club Capital Cost = £25,000

COMMUTED SUMS

Maintenance cost = £59,334 over 10 years

Sinking Fund = £14,270 over 10 years

MANAGEMENT FEES

£50,697 31 (13 5% of £375,535 63)

- 2 To use the Sport and Leisure Contribution to contribute as follows
Outdoor Sports = £14,199 (including football and hockey)
Outdoor Sports life cycle costs = £3,023 (including football and hockey)
Indoor Sport = £40,554
- 3 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
- 4 To pay the Playing Field Contribution and the Sport and Leisure Contribution into a separately identified interest bearing section of the Stakeholder Account as soon as reasonably practicable after receipt
- 5 In the event that any part of the Playing Field Mitigation Contribution and the Sport and Leisure Contribution has not been spent or committed for expenditure by the Council within 10 years following the date of receipt of the final instalment of the Playing Field Mitigation Contribution or the Sport and Leisure Contribution the Council shall refund to the Second Owner (which for the purposes of this clause does not include their successors in title) any part of the Playing Field Mitigation Contribution or the Sport and Leisure Contribution which has not been spent or committed for expenditure, together with any accrued interest, save that if the Second Owner is no longer in existence at the date any refund is to be made by the Council, such refund shall be paid to the party who paid the Playing Field Mitigation Contribution and the Sport and Leisure Contribution to the Council initially
- 6 To issue the Planning Permission within two (2) Working Days of the date hereof

APPENDIX 1

THE PLAN

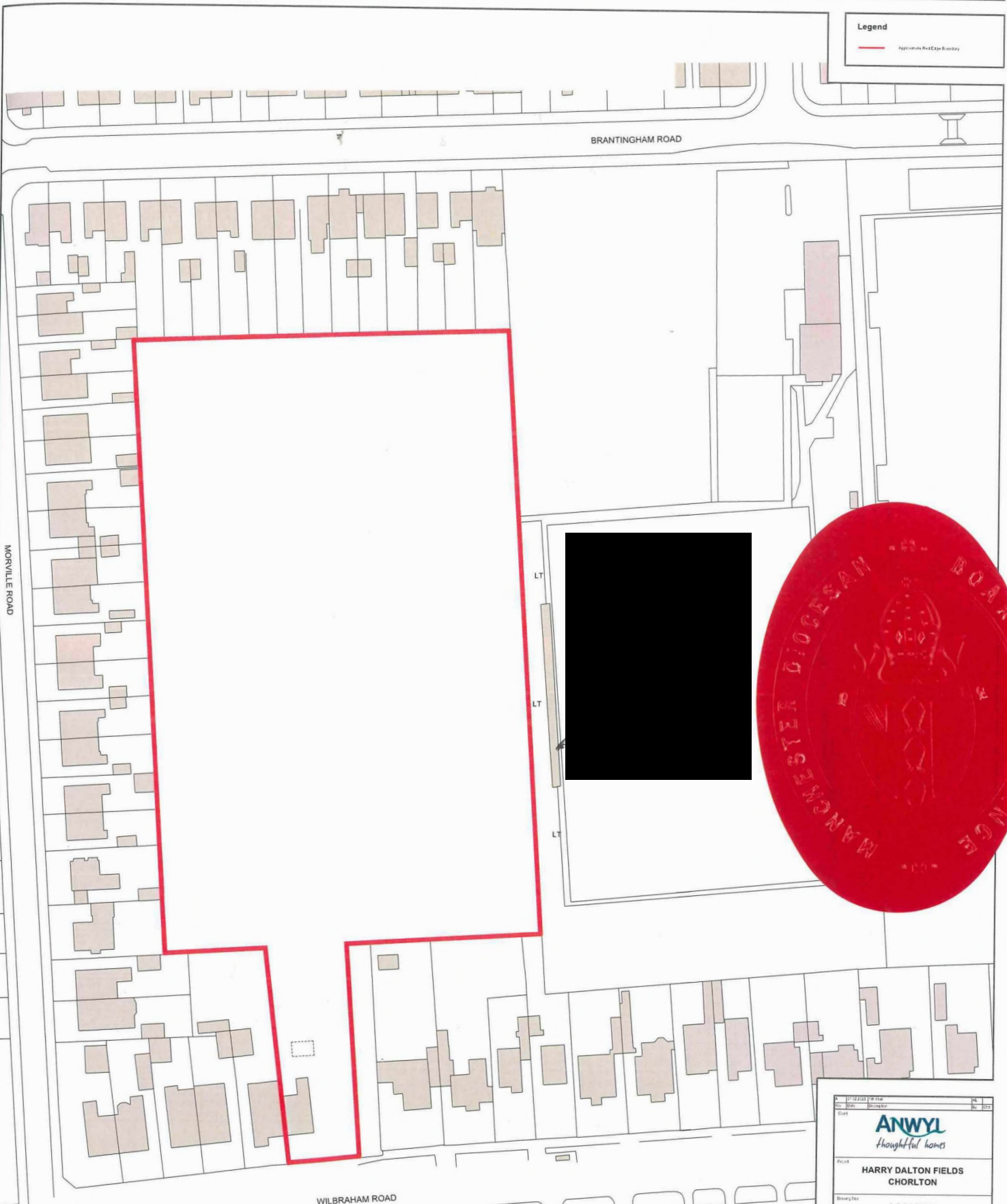
HARRY DALTON FIELDS - CHORLTON

LOCATION PLAN



Legend

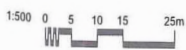
Approximate Plot Edge Boundary



MORVILLE ROAD

BRANTINGHAM ROAD

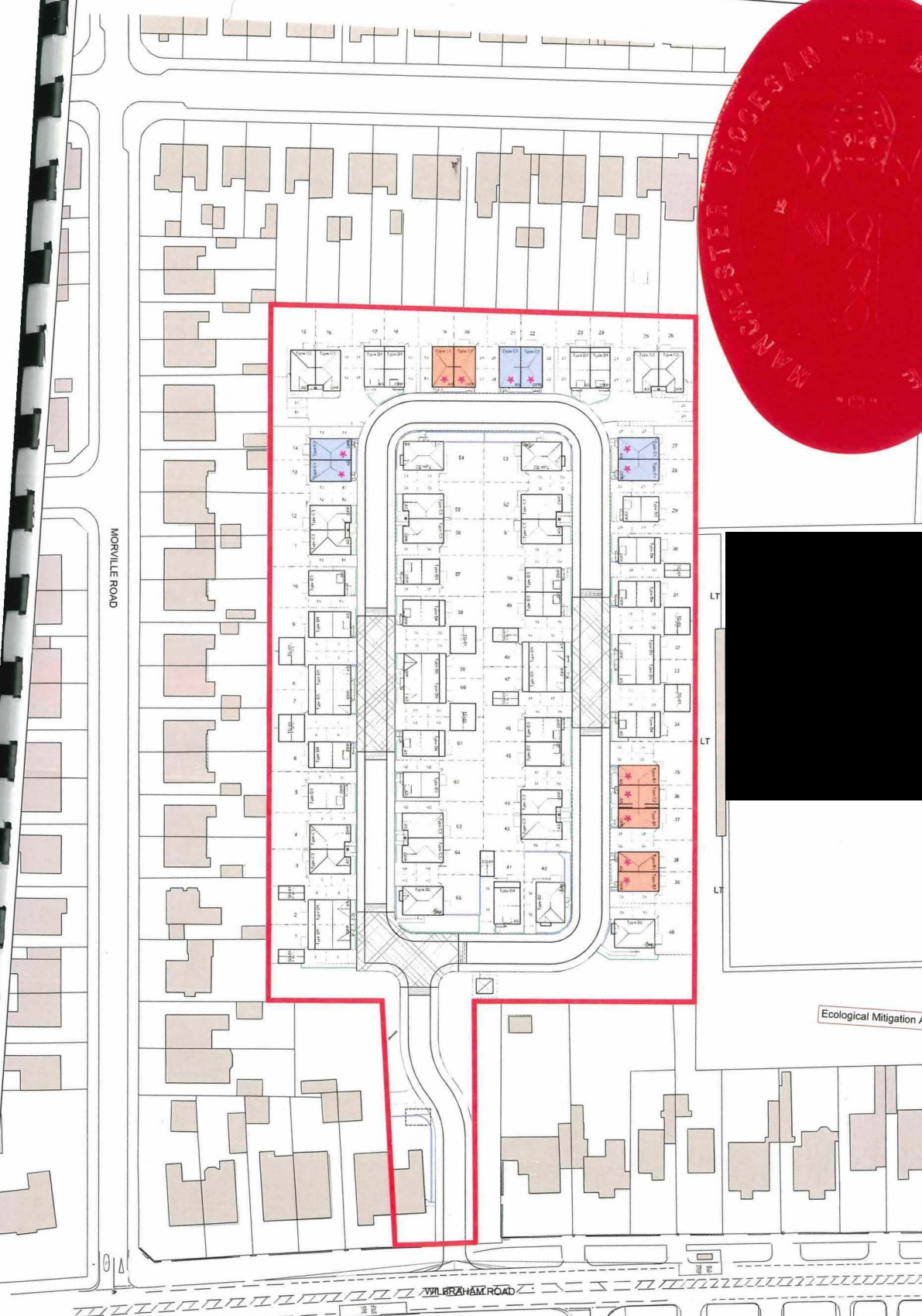
WILBRAHAM ROAD



12/22/23		10/11/23	
Client		Director	
Project HARRY DALTON FIELDS CHORLTON			
Drawing for LOCATION PLAN			
Revised	AE	Drawn by	23.05.23
Scale	PLANNING	Drawn by	1:500
Ref no	AH158	Drawn by	LP06
		Rev	A
		The Stearns Way, Stearns Hill Street, Chorlton, CH3 5AN	
architecture masterplanning urban design		01244 886644 www.anwyl.co.uk	

APPENDIX 2
THE AFFORDABLE HOUSING PLAN

AFFORDABLE HOUSING LAYOUT



Affordable Intermediate Dwellings

References

Highways - Focus Transport Planning dag no. Figure TA10, dated 08/07/22, Revision B

Tree Survey - Tree Survey & Tree Removal Plan 13807_P01 produced by Tyler Grange

OS Plan - Licence no. 100022432

Topographical Survey - extracted from dag no. S22 305, produced by JLP Surveying

Red Edge Boundary - extracted from dag no. EBA01 Rev B

General Notes

This drawing needs to be read in conjunction with the following plans.

- Planning layout
- Landscaping Layout

SCHEDULE OF ACCOMMODATION

Name	Bed	Storey	Unit No's	Unit ft ²	ft ² total
Private Housing @ 80% (20%)					
Type D5	4 Bed sem	2.5	10	1504	15040
Type D4	4 Bed cot	2.5	8	1522	12176
Type D3	4 Bed sem	2.5	4	1368	5432
Type D2	4 Bed cot	2.5	5	1308	6540
Type D1	4 Bed sem	2	5	1300	6500
Type D	4 Bed sem	2.5	4	1177	4708
Type C3	3 Bed sem	2	16	1100	17600
Affordable Housing @ 20% (13%)					
Type C2	3 Bed	2	1	1022	1022
Type C1	3 Bed	2	8	1003	8024
Type B1	2 Bed	2	4	911	3644
Grand Total:	65 Units			61586 ft²	

Gross Site Area:	2.01 ha	4.96 ac
Site Statistics:		
SSR + Access	0.10 ha	0.24 ac
POS	0.12 ha	0.29 ac
Existing House	0.04 ha	0.11 ac

Nett Site Area:	1.75 ha	4.32 ac
Gross Density:	32.41 Uni/ha	13.12 Uni/ac

Density:	37.16 Un/ha	15.04 Un/ac
Gross poolage:	3779.40 m ³ /ha	16463.07 Un/ac

Footage: 4332.99 m²/ha 18875 ft²/ac

Abbreviations

Ac = Acres	ha = Hectares	sq ft = Square Feet	sq m = Square Meters	Uts = Units/Metres
SSR = Single Sided Road	POS = Public Open Space	Det = Detached	Appt = Apartment	Int = Internal
Sgi = Single	Det = Detached			

Ecological Mitigation Area



ANWYL
thoughtful homes

LAND OFF WILBRAHAM ROAD
CHORLTON

AFFORDABLE HOUSING LAYOUT

AH158

masterpl

AF01	E
------	---

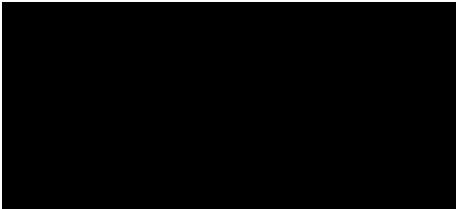
**Aspley Planning & Design
Limited**
The Steam Mill,
Steam Mill Street,
Chester.

01244 886544

**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:



01121892

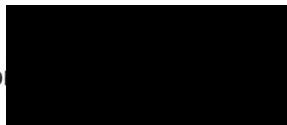


AUTHORISED SIGNATORY

EXECUTED AS A DEED by affixing)
the Common Seal of)
MANCHESTER DIOCESAN BOARD)
OF FINANCE in the presence of:-)



(Director



(Director/Secretary



EXECUTED AS A DEED on behalf of **THE TRUSTEES OF THE GREATER MANCHESTER TRUST FOR RECREATION**

Signature:

Name (in block capitals)

NELOV ROBINSON

EMMA O'REILLY

under an authority conferred pursuant to Section 333 of the Charities Act 2011 in the presence of:

Signature:

Name: (in block capitals)

PHIL WILSON

STEVEN DAVID MATHER

Address:

EXECUTED AS A DEED by **ANWYL CONSTRUCTION COMPANY LIMITED** acting by a director in the presence of:

DIRECTOR

WITNESS

Signature:

Name:

Address:

Occupation:

Sr Land Manager