

DATED 21st DECEMBER 2022

THE COUNCIL OF THE CITY OF MANCHESTER

– and –

S T GLOBAL REAL ESTATE CONSULTANCY LIMITED

– and –

WESTWOOD ESTATES DEVELOPMENT LIMITED

AGREEMENT

**pursuant to section 106 of the Town and
Country Planning Act 1990 (as amended)
relating to land at 48 Store Street,
Manchester, M1 2WA**

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

EVD3001/3974

THIS AGREEMENT is made the 21st day of December 2022
BETWEEN:

- (1) **THE COUNCIL OF THE CITY OF MANCHESTER** of PO Box 532, Town Hall, Albert Square, Manchester M60 2LA (the "**Council**"),
- (2) **S T GLOBAL REAL ESTATE CONSULTANCY LIMITED** (incorporated in England with company number 08048931) whose registered office is at Flat 29, Cutter House, Admiralty Avenue, London, E16 2PL (the "**First Owner**"), and
- (3) **WESTWOOD ESTATES DEVELOPMENT LIMITED** (incorporated in England with company number 8292711) whose registered office is at 80 Homestead Crescent, Manchester, M19 1GL (the "**Second Owner**")

BACKGROUND

- A The Council is the local planning authority for the purposes of the Act in relation to the Site and is the authority by whom the obligations hereby created are enforceable. The Development will be carried out on the Site.
- B The First Owner is the freehold owner of part of the Site registered at the Land Registry with title absolute under title number MAN76518 together with but subject to all matters contained or referred to in the title register thereunder.
- C The Second Owner is the leasehold owner of part of the Site under a 999 year lease registered at the Land Registry with title absolute under title number MAN326365 together with but subject to all matters contained or referred to in the title register thereunder.
- D The Application was submitted to the Council for planning permission to carry out the Development in the manner set out in the plans, specifications and particulars forming part of the Application.
- E The Council as local planning authority is satisfied that the Development is such as may be approved by the Council under the Act and is minded to grant planning permission for the Development in accordance with the Application but having considered the Local Plan and the Regulations is desirous of the Owners entering into this Agreement without which planning permission would not be granted.
- F The Council has determined that the Development in order to comply with the Local Plan requires a payment of one million five hundred and ninety four thousand seven hundred and eighty seven pounds (£1,594,787) ("**Maximum Contribution**") as a contribution towards off-site Affordable Housing.
- G 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. The Second Owner is to be bound by and observe and perform the covenants hereinafter contained.
- H The Council has determined that in order to comply with the Core Strategy the Development should provide 20% on-site Affordable Housing or an equivalent financial contribution towards Affordable Housing within the Administrative Boundaries of Manchester or a combination of both ("the Affordable Housing Policy Requirement"). However, the Owners have stated that there are viability issues affecting the development of the Site and have submitted to the Council documentation in

support of this contention. The Council has accepted that at the date of this Agreement without a reduction in the Affordable Housing Policy Requirement the implementation of the Development is not viable. The Council has agreed to accept the Initial Affordable Housing Contribution in lieu of the full policy requirement on the basis of the information contained in the documentation relating to viability submitted by the Owners to the Council. The Owners have agreed to enter into the planning obligations contained herein requiring the Second Owner to submit a Viability Appraisal and pay any Viability Payment found to be due in accordance with the provisions contained in this Agreement.

I. The Council is satisfied that the obligations in this Agreement are,

1. necessary to make the Development acceptable in planning terms,
2. directly related to the Development, and
3. fairly and reasonably related in scale and kind to the Development.

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,

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

"Agreement" this agreement,

"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,

"Application" the application to which the Council gave the reference 132626/FO/2022 for the erection of a 15 storey building comprising 54 apartments (Use Class C3) with associated residential facilities (residents lounge and terrace and office space), 2 car parking spaces and 57 cycle parking spaces, landscaping, access and associated development,

"Architect" 5plus architects of 4th Floor, The Hive, 47 Lever Street, Manchester, M1 1FN,

"Calculation Date" shall be prior to first Occupation of the Dwellings,

"Chartered Surveyor" a professional expert who is a chartered member of the Royal Institution of Chartered Surveyors

"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,

"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

"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 years post-qualification experience

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

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

"GDC" means gross development cost as defined in Appendix F of the RICS Guidance In addition the Council will accept in the calculation of GDC the actual costs incurred in the Development up to the time of preparation of the Viability Appraisal and such details shall be included in the Viability Appraisal provided always that any such actual costs are allowed for in Appendix F of the RICS Guidance,

“GDV” means gross development value as defined in Appendix F of the RICS Guidance together with the value of any grant funding/public subsidy received in respect of the Development. In addition the Council will accept in the calculation of GDV the actual sale prices achieved at the development up to the time of preparation of the Viability Appraisal and detailed therein,

“Gross Margin” the GDV after deducting the GDC as more particularly detailed in the Viability Appraisal,

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

“Initial Affordable Housing Contribution” means the sum of one hundred and twenty five thousand pounds (£125,000) and Index Linked to be paid in accordance with the provisions contained in Schedule 2,

“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 Policies and all other relevant strategic planning documents adopted by the Council,

“Management Fee” shall mean 15% of the Application fee being three thousand five hundred and eleven pounds and sixty five pence (£3,511 65) to be used for the purpose of management and monitoring of this Agreement and the Planning Obligations contained herein,

“Material Operation” means material operation comprised in the Development as defined by Section 56(2) and (4) of the 1990 Act,

“Maximum Contribution” the sum of one million five hundred and ninety four thousand seven hundred and eighty seven pounds (£1,594,787) Index Linked,

“NPPF” means the National Planning Policy Framework issued on 1 September 2019 and revised on 20 July 2021 (as may be updated or replaced with an equivalent policy from time to time),

“Occupation” means the 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,

“Owners” together the First Owner and the Second Owner,

“Planning Permission” the planning permission granted pursuant to the Application substantially in the form of the draft attached at Schedule 5,

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

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

“Private Rented Sector Forward Funding Arrangement” a Forward Funding Arrangement in which the Owners will retain the whole or part of the Development on Completion of Construction as a Private Rental Sector Investment,

“Profit Level” shall mean in the case that the Development is subject to a Pre Sale, when the Gross Margin is equivalent to 15% of the GDV, and in all other cases, when the Gross Margin is equivalent to 20% of the GDV,

“Reasonable 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 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,

“Regulations” the Community Infrastructure Levy Regulations 2010 as amended,

“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” the RICS guidance note first edition March 2021 entitled “Assessing viability in planning under the National Planning Policy Framework 2019 for England” and the ‘Viability Section of the NPPF’ or any replacement, update or amendment of the same from time to time

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

“Viability Appraisal” a written appraisal in the form set out in Schedule 4 to assess the Gross Margin required to be provided on the Calculation Date in accordance with the provisions of Schedule 2 of this Agreement Further guidance on the format to follow can be found in the RICS Guidance,

“Viability Assessment Fee” a maximum fee of ten thousand pounds (£10,000) 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 Second Owner to the Council if the Viability Appraisal shows that the Profit Level as assessed will be achieved and such payment will constitute 50% of the amount by which the Gross Margin exceeds the Profit Level PROVIDED THAT it shall not exceed the Maximum Contribution The Viability Payment will be payable within the timescale set out in the provisions contained in Schedule 2,

“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

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, 14, 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 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 SECOND OWNER'S COVENANTS

The Second Owner on behalf of themselves and any person deriving title to any part of the Site from the Second Owner hereby covenant with the Council so as to bind the Site to fully observe and perform the obligations on his part contained in this Agreement including the Second Owner's obligations set out in Schedule 2 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 3

7 DISPUTE RESOLUTION

7 1 Any dispute, controversy or claim arising out of or relating to this deed, including any question regarding its breach, existence, validity or termination or the legal relationships established by this deed, shall be finally resolved by arbitration in accordance with the Arbitration Act 1996 It is agreed that

7 1 1 the tribunal shall consist of one arbitrator appointed jointly by the parties,

7 1 2 in default of the parties' agreement as to the arbitrator, the arbitrator shall be appointed on either party's request by the President for the time being of the Royal Institution of Chartered Surveyors,

7 1 3 the costs of the arbitration shall be payable by the parties in the proportions determined by the arbitrator (or if the arbitrator makes no direction, then equally), and

7 1 4 the seat of the arbitration shall be [Manchester]

8 WAIVER

No waiver (whether expressed or implied) by the Council of any breach or default in performing or observing any of the covenants terms or conditions of this Agreement shall constitute a continuing

waiver and no such waiver shall prevent the Council from enforcing any of the relevant terms or conditions or from acting upon any subsequent breach or default

9 CHANGE IN OWNERSHIP & LIABILITY

- 9 1 The Owners agree with the Council to give the Council immediate written notice of any change in Ownership of any of its interest in the Site occurring before all the obligations under this Agreement have been discharged such notice to give details of the transferee's full name and registered office (if a company or usual address if not) together with (unless the purchase relates to the entirety of the Site) the area of the Site or unit of occupation purchased by reference to a plan
- 9 2 No person shall be liable for any breach, non performance and non observance of the covenants, obligations and restrictions contained in this Agreement after it shall have parted with its entire interest in the Site but without prejudice to liability for any subsisting breach arising prior to parting with such interest nor shall this hinder or preclude the Council's rights as the Local Planning Authority to require that the breach, non performance or non observance be remedied after that person has parted with its interest in the Site

10 COUNCIL'S CONSENT OR APPROVAL

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

11 LOCAL LAND CHARGE AND LAND REGISTRY ENTRY

- 11 1 This Agreement is a Local Land Charge and shall be registered as such by the Council
- 11 2 The Second Owner will within 10 Working Days of the date of this Agreement apply to the Land Registry to register a copy of this Agreement against title numbers MAN76518 and MAN326365 and will provide the Council with a copy of the application As soon as reasonably practicable following receipt the Second Owner will supply the Council with copies of the updated registers of title
- 11 3 The Council will upon receipt of a written request of the Owners or its successors in title, at any time after the obligations set out herein have been fulfilled in their entirety, issue written confirmation thereon and thereafter cancel all related entries in the register of local land charges
- 11 4 The costs of registration and cancellation pursuant to clauses 11 3 above shall be met by the Second Owner if requested by the Council

12 NON-PROHIBITION ON DEVELOPMENT

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

13 THE CONTRACTS ACT

Save as provided in respect of the successors in title to the Site or any successor to the relevant statutory functions of the Council this Agreement shall not be enforceable by any third party pursuant

to the Contracts (Rights of Third Parties) Act 1999 and no third party shall acquire any benefit rights or claims whatsoever pursuant thereto

14 COMMUNICATION

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

14 2 To the Owners at their registered office address,

15 FEES

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

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

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

15 4 When submitting the Viability Appraisal the Second Owner shall pay to the Council the related Viability Assessment Fee within ten (10) Working Days of their receipt from the Council of an invoice detailing the amount

16 INTEREST

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

17 JURISDICTION

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

18 COMPLETION

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

19 WARRANTY AS TO TITLE

The Owners hereby warrant to the Council that the title details recited in this Agreement are complete and accurate in every respect and that no other persons have an interest in the Site who have not been disclosed to the Council prior to the date hereof

20 THE FIRST OWNER

The First Owner joins this Agreement to consent to the terms of this Agreement but without liability save in the event that the Second Owner's interest in the Site is terminated or surrendered in which case the First Owner shall be deemed to be the Owner under this Agreement for all purposes from the date that the Second Owner parts with its' interest in the Site (and no earlier)

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

SCHEDULE 1

THE SITE

Land at 48 Store Street, Manchester, M1 2WA and shown for the purposes of identification only edged red on the Plan

SCHEDULE 2

THE SECOND OWNER'S COVENANTS

The Second Owner hereby covenant with the Council as follows

1. Notices

To notify the Council in writing

- 1 1 At least ten (10) Working Days in advance of Commencement of Development,
- 1 2 Within five (5) Working Days following Commencement of Development,
- 1 3 At least ten (10) Working Days in advance of the first Occupation of the Development, and
- 1 4 Within five (5) Working Days of first Occupation of the Development

2. Initial Affordable Housing Contribution

- 2 1 To pay to the Council the Initial Affordable Housing Contribution as follows
 - 2 1 1 1 at least 50% on Commencement of Development, and
 - 2 1 1 2 the balance prior to first Occupation of the Development

3. Viability Appraisal

- 3 1 Within ten (10) Working Days of the Calculation Date to provide the Council with a copy of the Viability Appraisal,
- 3 2 Within twenty (20) Working Days of receipt of the Viability Appraisal the Council shall give written notice to the Owners either -
 - 3 2 1 Stating that it accepts the Viability Appraisal, or
 - 3 2 2 Correcting or challenging any of the amounts or conclusions included in the Viability Appraisal and giving details of the disputed amounts or conclusions,
- 3 3 In the event that the Council shall have served a notice on the Owners pursuant to paragraph 3 2 of this Schedule 2 the Second Owner 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 (20) Working Days of the notice served by the Council pursuant to Paragraph 3 2 of this Schedule 2, then the matter in dispute shall be referred to the Chartered Surveyor, in accordance with the provisions of Clause 7 with the Chartered Surveyor being requested that he/she should as soon as practicable issue a written determination as to the matter in dispute and a written determination of the correct Viability Appraisal, which both Parties agree will be final and binding upon them,

- 3 4 The Viability Appraisal not by way of limitation shall include and confirm
3 4 1 the GDV,
3 4 2 the GDC,

4. Viability Payment

- 4 1 Once the Viability Appraisal is agreed by the Council or determined pursuant to paragraph 3 3 of this Schedule 2 and the information contained therein shows that in accordance with the provisions of this Agreement a Viability Payment is due then the Second Owner shall pay to the Council the Viability Payment and all the Viability Assessment Fee in accordance with paragraph 4 2 below,
- 4 2 The Second Ownershall pay to the Council the Viability Payment within twenty eight (28) days of agreement by the Council of the Viability Appraisal or if applicable within twenty eight (28) Working Days of the Viability Appraisal being determined pursuant to Paragraph 3 3 of this Schedule 2
- 4 3 In the event that the information contained in the Viability Appraisal (as agreed by the Council or determined pursuant to paragraph 3 3 of this Schedule 2) 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
- 4 4 The Second Owner covenant with the Council that it will indemnify the Council to the full extent of any Viability Payment and related Viability Assessment Fee due that remains unpaid on the expiry of the time limit for payment set out in paragraph 4 2 of this Schedule (the "**Outstanding Amount**") and will pay the Outstanding Amount to the Council within 28 days of its receipt of a written request from the Council for the Outstanding Amount

5. Retention of Architect

- 5 1 The Second Owner and the Developer shall use Reasonable Endeavours to continue to employ the Architect as the lead architect throughout, the Construction Period and until Practical Completion of the Development **PROVIDED THAT** the Architect remains willing and able to fulfil such role in relation to the Development and that such employment is capable of being secured on reasonable commercial terms
- 5 2 Should the Architect not be appointed or continue to be appointed in accordance with paragraph 5 1 above the Second Owner shall immediately notify the Council of this fact and shall use Reasonable Endeavours to appoint a replacement architect of a similar calibre and reputation as soon as reasonably practicable and shall thereafter notify the Council of the identity of the replacement architect immediately thereafter

SCHEDULE 3

THE COUNCIL'S COVENANTS

The Council hereby covenants with the Owners as follows

- 1 To use the Initial Affordable Housing Contribution and any Viability Payment (if due) towards the provision of off-site Affordable Housing within the Administrative Boundaries of Manchester
- 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
- 3 In the event that any part of the Viability Payment has not been spent by the Council within ten (10) years of the date on which the Viability Payment was paid the Council shall on the written request of the Owners repay to the party/person which paid the Viability Payment such unspent balance (excluding any such sums in respect of which though not yet expended by the Council has contractually committed to expend) together with interest on that balance calculated from the date of payment to the Council to the date of repayment
- 4 The Council shall provide written details of any expenditure incurred by the Council using the Viability Payment within twenty (20) Working Days of a written request to do so from the party/person who paid the Viability Payment to the Council
- 5 To issue the Planning Permission within 2 Working Days of the date hereof

SCHEDULE 4

VIABILITY TEMPLATE

48 Store Street, Manchester, M1 2WA

Open Market Gross Development Value (GDV) £

Open Market Net Development Value (NDV) = GDV less Sales Incentives £

Profit Level – based upon 15% of GDV where Pre Sale and 20% of GDV of in all other scenarios	£
All in build cost – [Includes - House Build (Superstructure), Plot Costs (Incl Substructure), Infrastructure, Overheads and Prelims]	£
Schedule of abnormals TBA	£
Contingency on build costs and abnormals TBA	£
Professional fees on build costs and abnormals TBA	£
Sales and Marketing Costs TBA	£
Agreed planning stage Section 106 commuted sum payment	£125,000
Finance cost of TBA	£
Interest cost on Deposits – TBA	£
Tax Relief – TBA	-£
Agreed Land Value	£
Agreed Stamp Duty @	
Agreed Site Legal & Agents Fees @ 1% of Land Value	
TOTAL GROSS DEVELOPMENT COSTS (GDC)	
Surplus = NDV - GDC	
VIABILITY PAYMENT –	

NB – Viability Payment Cannot Exceed the Maximum Contribution

SCHEDULE 5

DRAFT DECISION NOTICE

Town & Country Planning Act 1990 (as amended)**Planning Permission****Applicant**

M1 Piccadilly Ltd
C/o Agent

Agent (if used)

Mrs Diane Ellis
Zerum Consult
4 Jordan Street
Manchester
M15 4PY

Part 1 – Particulars of the application/development

Proposal Erection of 15 storey building comprising 54 apartments (Use Class C3) with associated residential facilities (residents lounge and terrace and office space), 2 car parking spaces and 57 cycle parking spaces, landscaping, access and associated development

Location 48 Store Street, Manchester, M1 2WA

Date of application 23 December 2021

Application number 132626/FO/2022

Part 2 – Particulars of decision

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

Article 35 Declaration

Officers have worked with the applicant in a positive and pro-active manner to seek solutions to problems arising in relation to dealing with the planning application. This has included on going discussions about the form and design of the developments and pre application advice about the information required to be submitted to support the 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

(a) Site Location Plans MP-00-0000, MP-00-0001, MP-00-2200 and MP-00-2201,

(b) Dwgs 05868 B102 2200 Rev J Proposed General Arrangement Plans - Ground Floor, 05868 B1 02 2201 Rev G Proposed General Arrangement Plans - First Floor, 05868 B1 02 2202 Rev F Proposed General Arrangement Plans - 2nd Floor, 05868 B1 02 2203 Rev 0 Proposed General Arrangement Plans - 3rd-13th Floor, 05868 B1 02 2214 Rev A Proposed General Arrangement Plans 14th, 15th & Roof
05868 B1 04 2201 Rev F Proposed Elevation - Elevation AA, 05868 B1 04 2202 Rev E Proposed Elevation - Elevation BB, 05868 B1 04 2203 Rev D Proposed Elevation - Elevation CC, 05868 B1 04 2204 Rev D Proposed Elevation - Elevation DD, 05868 B1 04 2205 Rev E Proposed Elevation - Elevation EE, 05868 B1 05 2201 Rev C Proposed Section - Section AA, 05868 B1 05 2202 Rev A Proposed Section - Section BB, 05868 B1 05 2203 Rev A Proposed Section - Section CC, 05868 MP 00 4201 Rev A Ground Floor Bay Study, 05868 MP 00 4202 Rev A Typical Floor Bay Study, 05868 MP 00 4203 Rev A Upper Floors Bay Study, 05868 MP 05 1001 Rev 0 Contextual Elevations Elevations AA and BB
G21208 - Utility Survey Utility Survey of Land, M00280 L200 Rev B Landscape Masterplan, M00280 L201 Rev B Levels Plan of site
M00280 L300 Rev B Planting Plan and 05868 B1 02 2202 OVLC Overlooking Distances Plan Typical Plan

(c) Sections 3 6 and 6 1 of the Design and Access Statement stamped as received on 17-05-22,

(d) Waste Storage and Management (Residential and Commercial) as set out in Waste Management Strategy M1 stamped as received on 19-01-22 as amended by Zerum's e-mail 04-05-22

(e) Recommendations in sections 3,4,5 and 6 of the Crime Impact Statement VERSION A 30th June 2021 stamped as received on 23-12-22,

(f) Archaeological Desk Based Assessment of land at Store Street, Manchester, ARS Ltd Report 2021/50, March 2021 (Updated December 2021) stamped as received on 23-12-22,

(g) Inclusions of measures and targets set out M1 Piccadilly, Manchester Environmental Standards, and Circular Economy Statement PWM-FUT-ZZ-XX-RP-0003 by Futureserve dated 08/11/21 stamped as received on 23-12-22,

(h) Broadband Connectivity Assessment M1 Piccadilly by GTech stamped as received on 23-12-21,

(i) M1 Piccadilly Fire Statement Piccadilly Wharf by BB7 dated 19-10-22 as amended by Zerum's e-mail 04-05-22 and Dwg 05868 B1 02 2201 G First Floor GA,

(j) Air Quality Assessment, M1 Piccadilly, Manchester, Dated 16th June 2021 stamped as received on 23-12-21,

(k) Drainage Strategy Assessment by The Alan Johnston Partnership LLP Ref PWM-AJP-ZZ-XX-RP-C-3010 15-06-22 stamped as received on 23-12-21,

(l) Television and Radio Reception Impact Assessment, M1 Piccadilly by GTech Surveys Ltd 15-06-21 stamped as received on 23-12-21,

(m) Land at Piccadilly Wharf, Store Street, Manchester M1 2WA, ECOLOGICAL SURVEY AND ASSESSMENT, December 2021
[ERAP (Consultant Ecologists) Ltd ref 2021-033] stamped as received on 23-12-21,

(n) Piccadilly Wharf, Manchester, Transport Statement and Travel Plan 210617/SK22109/TS01(-01) by SK stamped as received on 23-12-21,

(o) Daylight & Sunlight, IMPACT ON NEIGHBOURING, PROPERTIES, Piccadilly Wharf, Manchester by GIA 19-01-22 stamped as received on 19-01-22,

(p) PICCADILLY WHARF, MANCHESTER, UPDATED PHASE 1 PRELIMINARY RISK ASSESSMENT June 2021 by LKK Group stamped as received on 23-12-21,

(q) M1 Piccadilly, Townscape and Visual Appraisal and TVIA Viewpoints Store Street, Piccadilly, Manchester by open stamped as received on 23-12-21,

(r) M1 Piccadilly, Manchester, Environmental Standards and Circular Economy Statement PWM-FUT-ZZ-XX-RP-0003 and M1 Piccadilly, Manchester Energy Statement PWM-FUT-ZZ-XX-RP-0001 by Futureserv stamped as received on 23-12-21,

(s) M1 Piccadilly, Store Street, Manchester, Noise Assessment, For Piccadilly Wharf Ltd by Hydrock dated 11-06-21 stamped as received on 23-12-21

(t) Heritage Statement, M1 Piccadilly, Store Street, Manchester - December 2021 stamped as received on 23-12-21;

(w) WIND MICROCLIMATE, ASSESSMENT REPORT, Piccadilly Wharf, Manchester by GIA dated December 2021 and stamped as received on 23-12-21,

(x) M1 Piccadilly, Manchester Ventilation Statement PWM-FUT-ZZ-XX-RP-0002,

(y) Installation of ELV points in accordance with by Zerum's e-mail 04-05-22,

(z) Accessibility and Inclusion Statement by 5Plus, received on 18-05-22,

(aa) Zerum's e-mail 19-05-22 in relation to on site security, and

(bb) Zerum's e-mail 22-06-22 in relation to disabled parking spaces on Store Street

Reason - To ensure that the development is carried out in accordance with the approved plans Pursuant to Core Strategy SP1, CC3, H1, H8, CC5, CC6, CC7, CC9, CC10, T1, T2, EN1, EN2, EN3, EN6, EN8, EN9, EN11, EN14, EN15, EN16, EN17, EN18, EN19, DM1 and PA1 saved Unitary Development Plan policies DC19 1, DC20 and DC26 1

3) (a) Notwithstanding the details submitted with the application, prior to the commencement of development the following shall be submitted for approval in writing by the City Council, as Local Planning Authority

- *baseline samples and specifications of all materials to be used on all external elevations,
- *drawings to illustrate details of full sized sample panels that will be produced in line with an agreed programme and
- *a programme for the production of the full sized sample panels a strategy for quality control management, and

The panels to be produced shall include jointing and fixing details between all component materials and any component panels , details of external ventilation requirements, details of the drips to be used to prevent staining and details of the glazing and frames

and

(b) Submission of a Construction Environmental Management Plan (CEMP)- Circular Economy Statement (Materials) to include details of the strategy for securing more efficient use of non-renewable material resources and to reducing the lifecycle impact of materials used in construction and how this would be achieved through the selection of materials with low environmental impact throughout their lifecycle,

(c) The sample panels and quality control management strategy shall then be submitted and approved in writing by the City Council as local planning authority in accordance with the programme and dwgs as agreed above

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

4) Before the Enabling Works Package set out within Enabling Works Strategy stamped as received on 20-05-22 commences final details of the extent and nature of the enabling works (Enabling Works Package) along with the following details

- *A surveyed record of the existing site condition,
- *Display of an emergency contact number,
- *Details of Wheel Washing,
- *Dust suppression measures,
- *Compound locations where relevant,
- *Location, removal and recycling of waste,
- *Routing strategy and swept path analysis,
- *Parking of construction vehicles and staff,
- *Sheeting over of construction vehicles,
- *Communication strategy with residents which shall include details of how there will be engagement, consult and notify residents during the works,
- * Details of the loading and unloading of plant and materials,
- * Details of the storage of plant and materials used in constructing the development,

shall be submitted to and approved in writing by the City Council as Local Planning Authority

The enabling works shall be carried out in accordance with the approved Enabling Works Package

For the avoidance of the doubt the Enabling Works Package would not constitute commencement of 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)

5) Before the Enabling Works detailed within condition 4 commence, details of how the current site will be reinstated to its current condition (including scaled plans) should the development hereby approved not commence within the timescales set out within condition 1 shall be submitted and approved in writing by the City Council as Local Planning Authority

Should the development not proceed within the timescales set out in condition 1 and following the commencement of the Enabling Works, the site shall be reinstated in accordance with the approved details within 18 months of the commencement of the Enabling Works

Reason: In the interests of the amenity of the area, pursuant to policies SP1 and DM1 of the Core Strategy and Guide to Development 2 (SPG)

6) a) Notwithstanding the PICCADILLY WHARF, MANCHESTER, UPDATED PHASE 1 PRELIMINARY RISK ASSESSMENT June 2021 by LKK Group, prior to the commencement of the development the following information should be submitted for approval 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 development commences and a report prepared outlining what measures, if any, are required to remediate the land (the Site Investigation Report and/or Remediation Strategy) which shall be submitted to and approved in writing by the City Council as local planning authority

b) When the development commences, the development shall be carried out in accordance with the previously agreed Remediation Strategy and a Completion/Verification Report shall be submitted to and approved in writing by the City Council as local planning authority

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

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

7) Prior to the commencement of the development a detailed construction management plan outlining working practices during development shall be submitted to and approved in writing by the local planning authority This shall include

- *Display of an emergency contact number,
- *Details of measures to control dust and mud including on the surrounding public highway including details of how the wheels of contractor's vehicles are to be cleaned during the construction period,
- *Dust suppression measures,
- *Compound locations where relevant,
- *Location, removal and recycling of waste,
- *Routing strategy and swept path analysis,
- *Parking of construction vehicles and staff,
- *Sheeting over of construction vehicles,
- *Communication strategy with residents which shall include details of how there will be engagement, consult and notify residents during the works,
- *Details of the loading and unloading of plant and materials;
- *Details of the storage of plant and materials used in constructing the development,

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.

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

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

8) Prior to the commencement of development a programme for submission of final details of the following shall be submitted and approved in writing by the City Council as Local Planning Authority. The programme shall include an implementation timeframe and details of when the following details will be submitted:

(a) Details of hours during which the terrace at 1st floor level will be open to residents and the mechanisms which would prevent use outside of those hours,

(b) Details of (a) all hard (to include use of natural stone or other high quality materials) around the site perimeter (excluding Store Street pavements)

(c) Details of measures to create potential opportunities to enhance and create new biodiversity within the development to include, the details species within the shared terrace areas, bee hotels and opportunities for bird nesting (including House Sparrows and Black Redstarts),

(d) Final details of the green roofs (1st floor parking roof and main roof level) including details of planting species to be included and details of on going maintenance,

and shall then be submitted and approved in writing by the City Council as local planning authority in accordance with the programme as agreed above.

Reason - To ensure a satisfactory development delivered in accordance with the above plans and in the interest of pedestrian and highway safety pursuant to Section 170 of the NPPF 2019, 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 Core Strategy

9) Notwithstanding the details as set out within condition 2 no development shall take place until surface water drainage works have been submitted to and approved in writing by the Local Planning Authority in accordance with Non-Statutory Technical Standards for Sustainable Drainage Systems (March 2015) or any subsequent replacements national standards

In order to discharge the above drainage condition the following additional information has to be provided

*Consideration of alternative green SuDS solution (that is either utilising infiltration or attenuation) if practicable,

*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 40% climate change in any part of a building,

*Assessment of overland flow routes for extreme events that is diverted away from buildings (including basements) 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

*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 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

*Hydraulic calculation of the proposed drainage system,

*Construction details of flow control and SuDS elements

Reason To promote sustainable development, secure proper drainage and to manage the risk of flooding and pollution This condition is imposed in light of national policies within the NPPF and NPPG and local policies EN08 and EN14

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 manage flooding and pollution and to ensure that a managing body is in place for the sustainable drainage system and there is funding and maintenance mechanism for the lifetime of the development. This condition is imposed in light of national policies within the NPPF and NPPG and local policies EN08 and EN14

11) No development shall take place until the applicant or their agents or successors in title has secured the implementation of a programme of archaeological works. The works are to be undertaken in accordance with a Written Scheme of Investigation (WSI) submitted to and approved in writing by the local planning authority. The WSI shall cover the following

1. Informed by the updated North West Regional Research Framework, a phased programme and methodology of investigation and recording to include
 - i - an archaeological watching brief undertaken during site investigations (where intrusions will aid understanding of depths of made-ground and horizons of archaeological survival/truncation)
 - ii - (informed by (i) and in consultation with GMAAS) archaeological evaluation trenching (subject of a new WSI)
 - iii - (informed by (ii) and in consultation with GMAAS) more detailed excavation (subject of an addendum to the evaluation WSI)
2. A programme for post investigation assessment to include
 - i - analysis of the site investigations records and finds
 - ii - production of a final report on the investigation results
3. Deposition of the final report(s) with the Greater Manchester Historic Environment Record
4. Dissemination of the results commensurate with their significance
5. Provision for archive deposition of the report and records of the site investigation
6. Nomination of a competent person or persons/organisation to undertake the works set out within the approved WSI

Reason. In accordance with NPPF Section 16, Paragraph 205 - To record and advance understanding of the significance of any heritage assets to be lost (wholly or in part) in a manner proportionate to their importance and

12) Piling or any other foundation designs using penetrative methods shall not be permitted other than with the express written consent of the Local Planning Authority, which may be given for those parts of the site where it has been demonstrated that there is no resultant unacceptable risk to groundwater. The development shall be carried out in accordance with the approved details

Reason

To ensure a safe form of development that poses no unacceptable risk of contamination to controlled waters pursuant to section 10 of the National Planning Policy Framework Core Strategy policy EN14 and EN17

13) Prior to occupation of the residential accommodation a scheme for the acoustic insulation of any externally mounted ancillary equipment associated with the development to ensure that it achieves a background noise level of 5dB below the existing background (La90) at the nearest noise sensitive location 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 equipment. The approved scheme shall be completed before the premises is occupied and a verification report submitted for approval by the City Council as local planning authority and any non compliance suitably mitigated in accordance with an agreed scheme prior to occupation. The approved scheme shall remain operational thereafter.

Reason - To secure a reduction in noise in order to protect future residents from noise nuisance, pursuant to policies SP1, H1 and DM1 of the Core Strategy

14) Notwithstanding the recommendations within the M1 Piccadilly, Store Street, Manchester, Noise Assessment, For Piccadilly Wharf Ltd by Hydrock dated 11-06-21 and stamped as received on 31-1-21 before any above ground construction commences details of the following shall be submitted:

(a) a scheme for acoustically insulating and mechanically ventilating the residential accommodation against local road traffic network, any local commercial/industrial premises and the insulation requirements and specification for service risers /lift shafts, and

(b) following an assessment of the potential for overheating (AVO Assessment) any details of any additional noise mitigation measures to deal with equipment to mitigate overheating

The approved noise insulation scheme and vibration mitigation measures shall be completed before any of the dwelling units are occupied

shall be submitted to and approved in writing by the City Council as local planning authority

The following noise criteria will be required to be achieved:

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

(c) Prior to occupation a post completion report to verify that all of the recommended mitigation measures have been installed and effectively mitigate any potential adverse noise impacts in the residential accommodation (within at least 10% of the apartments) shall be submitted and agreed in writing by the City Council as local planning authority. Prior to occupation any non compliance shall be suitably mitigated in accordance with an agreed scheme

Reason - To secure a reduction in noise in order to protect future residents from noise nuisance, pursuant to policies SP1, H1 and DM1 of the Core Strategy

15) Notwithstanding the Television and Radio Reception Impact Assessment, M1 Piccadilly prepared by GTech Surveys Ltd 15-06-21 within one month of the practical completion of the development or before the residential element of the development is first occupied, whichever is the sooner, 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 shall identify such measures necessary to maintain at least the pre-existing level and quality of signal reception identified in the survey carried out above. The measures identified must be carried out either before the building is first occupied or within one month of the study being submitted 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

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

In this condition a Local Benefit Proposal means a document which includes

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

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

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

17) No externally mounted telecommunications equipment shall be mounted on any part of the building hereby approved, including the roofs other than with express written consent of the Local Planning Authority.

Reason - In the interest of visual amenity pursuant to Core Strategy Policies DM1 and SP1

18) Prior to implementation of any proposed lighting scheme details of the scheme including a report to demonstrate that the proposed lighting levels would not have any

adverse impact on the amenity of residents within this and adjacent developments shall be submitted to and agreed in writing by the City Council as local planning authority

Reason - In the interests of visual and residential amenity pursuant to Core Strategy policies SP1, CC9, EN3 and DM1 of the Core Strategy

19) Prior to the first use of the development hereby approved, a detailed Residential Management Strategy including

(a) Details of how 24 hour management of the site in particular in relation to servicing and refuse (storage and removal), parking of maintenance vehicles, noise management of communal areas shall be submitted to and agreed in writing by the City Council as Local Planning Authority , and

(b) How access to the communal terraces would be managed during the evening /night shall be submitted to and agreed in writing by the City Council as Local Planning Authority

The approved management plan shall be implemented from the first occupation of the residential element and be retained in place for as long as the development remains in use

Reason - In the interests of residential amenity, the promotion of a sustainable and inclusive community within the development, 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

20) The development hereby approved shall be carried out in accordance with the Piccadilly Wharf, Manchester, Transport Statement and Travel Plan 210617/SK22109/TS01(-01) by SK

In this condition a travel plan means a document that includes the following

- i) the measures proposed to be taken to reduce dependency on the private car by residents and those [attending or] employed in the development,
- ii) a commitment to surveying the travel patterns of residents within the first six months of use of the development or when two thirds of the units are occupied (whichever is sooner) 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,
- vi) measures to identify and promote walking routes connecting Piccadilly Station, the Metrolink, the City Centre and areas towards the Ancoats, New Islington and East Manchester,

Within 3 months of the completion of the travel survey, a revised Travel Plan which takes into account the information about travel patterns gathered pursuant to item (ii) above shall be submitted to and approved in writing by the City Council as local

planning authority 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 and to secure a reduction in air pollution from traffic or other sources in order to protect existing and future residents from air pollution, pursuant to policies SP1, T2 and DM1 of the Core Strategy, the Guide to Development in Manchester SPD (2007) and Greater Manchester Air Quality action plan 2016

21) Deliveries, servicing and collections associated with the management of the building and ancillary uses within it including waste collections shall not take place outside the following hours

07.30 to 20 00 Monday to Saturday
10 00 to 18 00 Sundays and Bank Holidays

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

22) No infiltration of surface water drainage into the ground on land affected by contamination is permitted other than with the express written consent of the local planning authority, which may be given for those parts of the site where it has been demonstrated that there is no resultant unacceptable risk to controlled waters. The development shall be carried out in accordance with the approval details

Reason - To prevent pollution of controlled waters from potential contamination on site. Infiltration methods on contaminated land carries groundwater pollution risks and may not work in areas with a high water table. Where the intention is to dispose to soakaway, these should be shown to work through an appropriate assessment carried out under Building Research Establishment (BRE) Digest 365

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

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

or any provision equivalent to that Class in any statutory instrument revoking and re-enacting that Order with or without modification)

Reason - To safeguard the amenities of the neighbourhood by ensuring that other uses which could cause a loss of amenity such as serviced apartments/apart hotels do not commence without prior approval, to safeguard the character of the area, and to maintain the sustainability of the local community through provision of accommodation that is suitable for people living as families pursuant to policies DM1 and H11 of the Core Strategy for Manchester and the guidance contained within the National Planning Policy Framework

25) The development hereby approved shall include for full disabled access to be provided to all publicly accessible areas of public realm during the hours that it is open to the general public 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

26) The window(s) at ground level, fronting onto Store Street and the areas of public realm around the building 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

27) If any external 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) Notwithstanding the details contained within condition 2 above prior to the first occupation of the residential element, a scheme of highway works and footpaths reinstatement/public realm shall be submitted for approval in writing by the City Council, as Local Planning Authority

This shall include the following

- (a) Details of the Car Club Bay location,
- (d) Details of marking out of 4 parking spaces within the highway on Store Street for disabled users;
- (b) Removal / relocation of existing parking bays,

- (c) Details of the materials, including natural stone or other high quality materials to be used for the footpaths and for the areas between the back of pavement and the line of the proposed building on all site boundaries, and
- (d) Any amendments to the existing TRO associated with the above,

The approved scheme shall be implemented and be in place prior to the first occupation of the residential element 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)

29) The development shall be carried out in accordance with the Crime Impact Statement VERSION A 30th June 2021

The development shall only be carried out in accordance with these approved details. The development hereby approved shall not be occupied or used until the Council as local planning authority has acknowledged in writing that it has received written confirmation of a secured by design accreditation

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

30) 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 building 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

31) No doors (other than those designated as fire exits) shall open outwards onto adjacent pedestrian routes

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

32) Prior to the first occupation of the residential element, the 54 cycle parking places proposed at ground floor and the 3 visitor parking as detailed within section 3.1 of the Design and Access Statement by 5plus shall be provided and thereafter retained and maintained in situ

Reason - To ensure there is sufficient cycle 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)

33) In relation to site layout, water supplies for firefighting purposes and access for fire appliances, the development shall be implemented in accordance with the Fire Safety

Measures set out in the M1 Piccadilly Fire Statement Piccadilly Wharf by BB7 dated 19-10-22 as amended by Zerum's e-mail 04-05-22 and Dwg 05868 B1 02 2201 G First Floor GA and response within Zerum's e-mail dated 04 05 22 (subject to Buildings Regulations and other required safety sign off)

Reason

To ensure a satisfactory development pursuant to Policy DM1 of the Core Strategy and in accordance with the Fire safety and high-rise residential buildings Guidance August 2021

34) Before development commences final details of the wind mitigation to the level 1 north, level 2 and level 13 north terraces as shown in dwg

and confirmation from a suitably qualified Wind Consultant that this would be adequate shall be submitted to and approved in writing The approved scheme shall be implemented prior to any use of the terrace commencing and and thereafter retained and maintained in situ

Reason - In the interest of creating a suitable and safe environment for residents and in the interests of visual amenity pursuant to policies SP1 and DM1 of the Manchester Core Strategy (2012)

35) The development hereby approved shall be carried out in accordance with the targets within the Inclusions of measures and targets set out M1 Piccadilly, Manchester Environmental Standards, and Circular Economy Statement PWM-FUT-ZZ-XX-RP-0003 by Futureserve dated 08/11/21 stamped as received on 23-12-22 and a post construction review certificate/statement shall be submitted for approval, within a timeframe that has been agreed in writing by the City Council as local planning authority prior to occupation of the development.

Reason - In order to minimise the environmental impact of the development, pursuant to policies SP1, DM1, EN4 and EN8 of Manchester's Core Strategy, and the principles contained within The Guide to Development in Manchester SPD (2007) and the National Planning Policy Framework

36) a) No development, hereby approved, shall commence until a detailed risk management programme / plan for unexploded ordnance (UXO) and mitigation as appropriate, is submitted in writing to the local planning authority for approval Development shall be carried out fully in accordance with the approved UXO risk management and mitigation programme / plan

b) No property, hereby approved, shall be occupied until the approved UXO risk management and mitigation programme / plan has been implemented in full as to the removal of high risk UXO matters or implemented in full as to other necessary mitigation which are covered under the detailed risk management programme / plan approved pursuant to paragraph a) above and a mitigation completion verification report has been submitted to and approved in writing by the Local Planning Authority, confirming that that all risks to (including the possible evacuation of) existing and proposed premises have been satisfactorily mitigated

c) If, at any time during development, high risk UXO not previously identified (as part of the approved UXO risk management and mitigation programme / plan approved under 40a) is encountered / found to be present , no further development shall be carried out until a revised and/or additional UXO risk management and mitigation programme / plan is submitted detailing how the high risk UXO not previously identified shall be dealt with, and is approved in writing by the Local Planning Authority. The revised and/or additional UXO risk management and mitigation programme / plan shall be implemented as approved and following completion of mitigation a completion verification report shall be prepared and submitted in writing to the Local Planning Authority for approval confirming that that all risks to (including the possible evacuation of) existing and proposed premises have been satisfactorily mitigated

Reason To ensure that the risks from unexploded ordnance to future users of the land and existing neighbouring land are eliminated and or minimised to ensure that development can take place without unacceptable risk to workers and neighbours including any unacceptable major disruption to the wider public on and off site that may arise as a result of evacuation/s associated with the mitigation of UXO, pursuant to policies EN18 and DM1 of the Core Strategy for Manchester

37) Waste Storage and Management shall be implemented in accordance with the following Waste Storage and Management (Residential and Commercial) as set out in Waste Management Strategy M1 stamped as received on 19-01-22 as amended by Zerum's e-mail 04-05-22

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

38) Prior to the installation of any building lighting details of how this has been designed and would be operated to ensure that any impact on foraging bats would be negligible shall be submitted to an approved in writing by the City Council as Local Planning Authority

All external lighting shall be installed and operated in accordance with agreed specifications and locations set out in the strategy

Reason

In the interests of the protection of bat roosts and associated foraging and commuting areas pursuant Section 15 of the National Planning Policy Framework and pursuant to Core Strategy policies EN15 and SP1

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

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.

Commuted sums are required for any non-standard materials (and street trees) used on the adopted highway.

the applicant to review the Western Leg Hybrid Bill to ensure that they are aware of the proposed HS2 works in that location (see here <https://eur03.safelinks protection outlook com/?url=https%3A%2F%2Fwww.gov.uk%2Ftransport%2Fhs2-phase-2b&data=04%7C01%7Cplanning%40manchester.gov.uk%7C567959178a5d4b8e536308d9e57bb2b7%7Cb0ce7d5e81cd47fb94f7276c626b7b09%7C0%7C0%7C637793141706594276%7CUnknown%7CTWFpbGZsb3d8eyJWljoIjoiMC4wLjAwMDAiLCJQIjoiV2luMzliLCJBTiI6IjEkaWwWLCJXVCi6Mn0%3D%7C3000&data=yNgxw80XYcof%2FizZCX0cXsnxh1cVVkzhpd7pybjdd5s%3D&reserved=0>)

Construction/demolition works shall be confined to the following hours unless otherwise agreed in writing by the City Council as local planning authority

Monday - Friday 7 30am - 6pm

Saturday 8 30am - 2pm

Sunday / Bank holidays No work

Workforce may arrive on site 30 minutes prior but no working outside these times, unless changed by prior agreement. Noise to be kept to a minimum in the first hour. Reason - To safeguard the amenities of the occupiers of nearby residential accommodation during the construction phase.

Any materials approved for planning purposes should be discussed in full with Building Control. This is to ensure they meet the guidance contained in the Building Regulations.

for fire safety Should it be necessary to change the external facade treatment due to conflicts with the Building Regulations you should discuss these with the Planning Service as soon as possible as this could materially effect your permission

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 LPA

As the proposal involves development over 11m in height (or alterations to increase the height of a building above 11m), developers are required to notify the Greater Manchester Fire & Rescue Service of the commencement of development via email to construction-started@manchesterfire.gov.uk

For this development proposals for good practice principles for both the design and operational phases are recommended Reference should be made to IAQM/EPUK guidance <http://iaqm.co.uk/guidance>

Should there be any basement excavations proposed adjacent to the highway structural drawings and calculations for the temporary and permanent support works must be submitted for checking (for a fee) to MCC Bridges/Structures Section The applicant is advised to contact highways_structures@manchester.gov.uk

All of the works required to achieve the new accesses / egresses and associated TROs should be included as part of a S278 agreement to be funded by the applicant

Nesting birds No works to trees or shrubs shall occur between the 1 st March and 31 st August in any year unless a detailed bird nest survey by a suitably experienced ecologist has been carried out

INNS Management It is an offence under the Wildlife & Countryside Act 1981, as amended to introduce, plant or cause to grow wild any plant listed in Schedule 9 part 2 of the Act Species such as wall cotoneaster are included within this schedule If any wall cotoneaster will be transported off site as a result of this development a suitably experienced consultant should be employed to advise on how to avoid an offence

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/planning-inspectorate. 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](http://gov.uk)

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

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

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

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

Appendix A



The Coal
Authority

Any Planning Enquiries should be directed to:

Planning and Local Authority Liaison

Telephone. 01623 637 119

Email planningconsultation@coal.gov.uk

Website www.gov.uk/government/organisations/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

This Standing Advice is valid from 1st January 2019 until 31st December 2020

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:



01118511

[Handwritten signature]

Authorised Signatory

EXECUTED AS A DEED by

S.T GLOBAL REAL ESTATE CONSULTANCY LIMITED

Acting by a Director

[Handwritten signature]

In the presence of:

Witness Signature... *[Handwritten signature]*

Witness Name... Nian Chen

Witness Address... 8D. Kang Qiao garden Shen Zhen

EXECUTED AS A DEED by

WESTWOOD ESTATES DEVELOPMENT LTD

Acting by a Director

[Handwritten signature]

In the presence of:

Witness Signature... *[Handwritten signature]*

Witness Name... NIKITA HABIB

Witness Address... 1st 11000 S New York St, Manchester M14 5B