

DATED 16 October 2023

THE COUNCIL OF THE CITY OF MANCHESTER

- and -

TARIFF STREET PROPERTIES LIMITED

-and-

MARCO LIVING 2 LTD

AGREEMENT

**pursuant to section 106 of the Town and
Country Planning Act 1990 (as amended)
relating to Land bounded by Tariff Street and Port Street, Manchester**

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

L/BH/PLA001/84028

THIS AGREEMENT is made the 16th day of October 2023

BETWEEN:

- (1) **THE COUNCIL OF THE CITY OF MANCHESTER** of Town Hall, Albert Square, Manchester, M60 2LA (the “**Council**”),
- (2) **TARIFF STREET PROPERTIES LIMITED** (incorporated and registered in the Isle of Man with company number 121904C) whose registered office is at 2nd Floor, St Mary’s Court, Hill Street, Douglas, IM1 1EU, Isle of Man (the “**Owner**”), and
- (3) **MARCO LIVING 2 LTD** (incorporated and registered in England and Wales with company number 13783707) whose registered office is at 81 Newton Street, Manchester M1 1EX (the “**Beneficiary**”)

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 Owner is the freehold owner of the Site registered at the Land Registry with title absolute under title numbers LA70906, LA10773 and GM349127 together with but subject to all matters contained or referred to in the title registers thereunder.
- C The Beneficiary is interested in part of the Site by virtue of an option agreement (the “**Option Agreement**”) dated 26 August 2022 and made between the Owner (1) and the Beneficiary (2).
- D The Application has been submitted to the Council and the parties have agreed to enter into this Agreement in order to secure the Planning Obligations contained in this Agreement.
- 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 Owner entering into this Agreement without which planning permission would not be granted

- F The Owner has agreed to enter into this Agreement in support of the Application so as to create planning obligations in favour of the Council pursuant to section 106 of the Act and to be bound by and observe and perform the covenants hereinafter contained
- G The Council has determined that the Development in order to comply with the Core Strategy should provide a payment of seven million six hundred and seventeen thousand six hundred and ninety five pounds (£7,617,695) Index Linked towards the provision of off-site Affordable Housing within the City of Manchester (the “**Maximum Contribution**”) However, the Owner has stated that there are viability issues affecting the development of the Site and has submitted to the Council documentation in support of this contention The Council has accepted that at the date of this Agreement payment of any financial contribution in excess of the Initial Affordable Housing Contribution (as defined herein) would render the Development unviable The Owner has agreed to enter into the planning obligations contained herein requiring them to submit the **Viability Appraisal** and pay any **Viability Payment** found to be due in accordance with the provisions contained in this Agreement
- H The planning purpose of this Agreement is to improve the amenity of land in the locality of the Site with benefit for the occupiers of the Development and to mitigate the adverse impacts of the Development in accordance with the development plan for the area and other material considerations In particular the Council has recognised the difficulty faced by lower income groups in buying homes within the Administrative Boundaries of Manchester and the planning purpose of this Agreement is to increase the provision of affordable housing within the Administrative Boundaries of Manchester The Owner intends to make provision for Affordable Housing in the manner hereinafter appearing The Council is satisfied that the obligations in this Agreement are,
- (a) necessary to make the Development acceptable in planning terms (including where appropriate, obligations necessary to mitigate the adverse impacts of the Development in accordance with the development plan for the area and other material considerations),

(b) directly related to the Development, and

(c) fairly and reasonably related in scale and kind to the Development

I The Parties have previously entered in the Planning Agreement (as defined in clause 1.1) which is associated with the First Planning Permission. It is the intention of the Owner and the Beneficiary that the development authorised by the First Planning Permission will not now be carried out pursuant to the First Planning Permission and instead that the development will be carried out pursuant to the Planning Permission.

AGREED TERMS

DEFINITIONS AND INTERPRETATION

1.1 The definitions and rules of interpretation set out in this Clause apply to this Agreement.

"Act" the Town and Country Planning Act 1990 (as amended),

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

"Affordable Housing" shall have the same meaning given to it in policy H8 of the Core Strategy and in the National Planning Policy framework ("NPPF") (as published on 20 July 2021) Annex 2 Glossary as may be amended or any replacement of the same,

"Agreement" shall mean this agreement,

"All 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 Owner, of a competent commercial developer in the context of the Development and of a competent landowner in the context of the Development and in the case of the Council, of a competent local planning authority acting reasonably in the context of its statutory functions,

“Application” shall mean the application for planning permission received by the Council under reference number 137807/JO/2023,

“Architect” means Leach Rhodes Walker of Ground Floor West, 50 Dearmans Place, Manchester, M3 5LH

“Benchmark Land Value” means two million two hundred and fifty six thousand and six hundred pounds (£2,256,600) Index Linked,

“Block” means either Block 1 or Block 2 depending upon the context and **“Blocks”** shall be construed accordingly,

“Block 1” the building forming part of the Development to be located on the part of the Site shown edged red and given the description “Block 1 Plan” on the plan attached as Appendix 1 to this Agreement,

“Block 2” the building forming part of the Development to be located on the part of the Site shown edged red and given the description “Block 2 Plan” on the plan attached as Appendix 2 to this Agreement,

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

“Build to Rent Dwelling” a Dwelling which is part of a Build to Rent scheme and

“Build to Rent Dwellings” shall be construed accordingly,

“Calculation Date”

- (a) where the Development or part of it is retained by the Owner as Build to Rent, or if the Owner is able to and does opt in accordance with Paragraph 2 3 of Schedule 3 to provide a separate Viability Appraisal in respect of each of Block 1 and Block 2 and Block 1 or Block 2, whichever is applicable, or part of it is retained by the Owner as Build to Rent, means the date that is within twelve months of the Occupation of the first Dwelling to be Occupied on the Development or Block 1 or Block 2, whichever is applicable, or
- (b) where the Development, or if the Owner is able to and does opt in accordance with Paragraph 2 3 of Schedule 3, where Block 1 or Block 2, whichever is applicable, is subject to a Pre-Sale or the subject of Open Market Sales, means

on Completion of Construction of 75% of the Dwellings that are subject to a Pre-Sale or Open Market Sale that are within the Development or Block 1 or Block 2, whichever is applicable

In respect of (a) and (b) of this definition, for the avoidance of doubt where the Owner is able to and does opt to provide a Viability Appraisal solely in respect of either of Block 1 or Block 2 the Calculation Date for the Viability Appraisal relating to the other Block that will be required in accordance with the provisions of this Agreement will in respect of (a) above be a date that is within twelve months of the Occupation of the first Dwelling to be Occupied within that other Block and, in respect of (b) above, will be on Completion of Construction of 75% of the Dwellings that are subject to a Pre-Sale or Open Market Sale that are within that other Block,

“Chargee” any mortgagee or chargee of the Site (or any part of the Site) or the successors in title to such mortgagee or chargee or any receiver or manager nominated by the same,

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

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

“Clawback Period” means a period of fifteen (15) years from Completion of Construction of the last Build to Rent Dwelling,

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

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

and soil surveys, erections of contractors work compound, erection of site office, erection of fencing to site boundaries, marking of site boundaries and laying out of access roads and services shall for the purposes of the agreement be deemed not to be Material Operations and “**Commence**”, “**Commencement**” and “**Commenced**” shall be construed accordingly

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

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

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

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

“**Costs**” means the costs to be taken into account for the purpose of the Viability Appraisal as defined in Paragraph 012 (reference 10-012-20180724) of the section of the Planning Practice Guidance (“NPPG”) as revised on 24 July 2018 headed “Viability” as the same may be amended or any replacement thereof In addition, the Council will accept in the calculation of Costs

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

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

provided always in the case of points (1) and (2) of this definition that any such

actual or estimated costs are amongst those detailed or referred to in paragraph 012 of the NPPG section headed “Viability”,

“Development” shall mean the development permitted by the Planning Permission being the variation of condition 2 attached to the First Planning Permission in relation to Block 1 to include internal layout changes to landscaping and to design of substation and to Block 2 to make internal and elevational alterations associated with introduction of a second staircase comprising alteration of some window positions and sizes, omission of windows, minor increase in building footprint above ground floor, a reduction in height (ground floor level) and minor changes to landscaping,

“Disposal” means

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

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

“Dwelling” a unit of residential 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,

“First Development” shall mean the development of the Site pursuant to the First Planning Permission and substantially comprising the erection of two residential apartment buildings (Use Class C3) comprising Block 1-part 9, part 10 (plus roof level amenity block) and Block 2-12 storey building (comprising of 261 Dwellings in total) above basement levels with ground floor commercial units (Class E (excluding E (b))), associated residents amenity space, cycle parking, landscaping, access, street loading and other associated works following demolition of the existing building and structures on site,

“First Planning Permission” shall mean full permission under the Act for the First Development granted under reference 135675/FO/2022 on 27 June 2023,

“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 Owner 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 to an individual purchaser will not be classed as a Forward Funding Arrangement

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

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

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

“Gross Margin” means the GDV less the Total Costs as referred to in the Viability Template in Schedule 5,

“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” the sum of £250,000 (two hundred and fifty thousand pounds) Index Linked to be paid in accordance with the provisions contained in Schedule 3

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

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

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

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

“Management Fee” shall mean 15% of the planning application fee which equates to £8,128 65 for the purpose of monitoring and reporting on the delivery of this Agreement and the Planning Obligations contained herein,

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

“Maximum Contribution” the sum of seven million six hundred and seventeen thousand six hundred and ninety five pounds (£7,617,695) Index Linked,

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

“NPPF” the National Planning Policy Framework issued in July 2021 being the framework setting out the Government’s planning policies for England and how these are expected to be applied as may be amended or any replacement of the same

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

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

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

“Permitted Profit Level” means

(a) In the case of a Pre-Sale and/or Build to Rent when the Gross Margin is equivalent to 11 11% of the Costs, and,

(b) in all other cases and in the case of Open Market Sales when the Gross Margin is equivalent to 20% of the GDV

“Plan” the plan attached to Schedule 1 of this Agreement showing the Site edged red thereon and described “Land Ownership”,

“Planning Agreement” shall mean the planning agreement relating to the Site dated 27 June 2023 and made between the Council (1) the Owner (2) and the Beneficiary (3) as amended by a Deed of Variation dated today and completed prior to this Agreement and made between the same parties,

“Planning Obligations” shall mean the obligations of the Owner specified in the Schedules and Clause 19,

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

“Practical Completion” in relation to each Block the issue of a certificate of practical completion by the Owner's Architect, Engineer or other certifying officer as the case may be under the relevant building contract entered into in respect of the Development or part or parts thereof,

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

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

“Private Rental Sector Forward Funding Arrangement” means a Forward Funding Arrangement in which the Owner will retain the whole or part of the Development 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 the Development will not be classed as a Private Rental Sector Forward Funding Arrangement,

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

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

“Regulations” the Community Infrastructure Levy Regulations 2010,

“Related Company” means any of the following,

(a) any company or partnership which is in the same group as the Owner within the meaning of section 1161 of the Companies Act 2006 or any replacement or modification thereof,

any parent or subsidiary undertaking (as defined in section 1162 of the Companies Act 2006 or any replacement or modification thereof) of the Owner,

“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 thereof,

“RICS” the Royal Institution of Chartered Surveyors,

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

“Site” 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 5 to assess the Gross Margin in relation to the residential aspect of the Development, or if applicable, of Block 1 or Block 2 required to be provided on the Calculation Date in accordance with the provisions of Schedule 3 of this Agreement Further guidance on the format to follow can be found in the RICS Guidance,

“Viability Assessment Fee” the sum of up to twelve thousand pounds (£12,000 00) plus VAT to cover the cost of the Council’s review of the Viability Appraisal, or if the Owner opts to provide a separate Viability Appraisal in respect of each of Block 1 and Block 2 then is a sum of up to twelve thousand pounds (£12,000 00) plus VAT for each Viability Appraisal in order to determine whether and the extent to which the Development can support a requirement to provide the Viability Payment or a proportion of it

“Viability Payment” a payment required to be made by the Owner to the Council if the Viability Appraisal shows that the Permitted Profit Level as assessed will be achieved and will be 50% of the amount by which the Gross Margin exceeds the Permitted Profit Level PROVIDED THAT the Viability Payment or the sum of the

Viability Payments as well as any Clawback together shall not exceed the Maximum Contribution less the Initial Affordable Housing Contribution received by the Council. The Viability Payment will be apportioned as detailed in Schedule 3 and payable in accordance with the timescales set out in Schedule 3 hereto,

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

- (a) the day on which the Council states pursuant to paragraph 3.1 of Schedule 3 that the relevant Viability Appraisal is agreed,
 - (b) the day on which the Viability Appraisal is agreed in writing between the Owner and the Council pursuant to paragraph 4 of Schedule 3, and
 - (c) the day on which the written determination of the Chartered Surveyor is issued pursuant to Clause 7 of this Agreement and paragraph 4 of Schedule 3,
- as the case may be,

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

1.2 The Clause headings do not affect this interpretation.

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

1.4 References to any statute or statutory provision include reference to

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

1.4.2 any orders, regulations, instruments or other subordinate legislation made under that statute or statutory provision.

1.5 Except for the provisions of Clause 9, references to the Site include any part of it.

1.6 (Save where expressed to the contrary) references to any party in this Agreement include the successors in title of that party. In addition, references to the Council include any successor local planning authority exercising planning powers under the

Act and any successor local highway authority exercising powers under the Highways Act 1980

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

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

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

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

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

1 12 The Council agrees that in respect of any Viability Payment or sum due to Clawback that may be payable the owner of Block 1 will be responsible solely for the apportioned amount of the Viability Payment applicable to Block 1 as set out in Schedule 3 and the sum in respect of Clawback that relates to the Dwellings affected by the operation of Clawback that are located within Block 1 and vice versa in respect of Block 2

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 Owner

3 CONDITION PRECEDENT

This Agreement is conditional upon the grant of the Planning Permission and Commencement of Development save for the provisions of Clauses 9, 11, 15, 17, 18, 20 and 21 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 Owner) or quashed or declared unlawful as a result of legal proceedings then this Agreement shall absolutely determine and become null and void but without prejudice to the rights of either party against the other in respect of any antecedent breach

5 THE OWNER'S COVENANTS

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

6 THE COUNCIL'S COVENANTS

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

7 DISPUTE RESOLUTION

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

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

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

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

8 WAIVER

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

9 CHANGE IN OWNERSHIP & LIABILITY

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

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

non-performance or non-observance be remedied after that person has parted with its interest in the Site

9 3 The obligations contained in this Agreement shall not be binding on

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

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

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

10 COUNCIL'S CONSENT OR APPROVAL

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

11 LOCAL LAND CHARGE AND LAND REGISTRY ENTRY

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

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

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

12 NON-PROHIBITION ON DEVELOPMENT

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

13 THE CONTRACTS ACT

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

14 COMMUNICATION

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

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

14 1 2 to the Owner and Beneficiary at their respective registered office addresses,

15 FEES

15 1 The Owner has paid the Council's legal costs in preparation of this Agreement in the amount of £1,900, receipt of which the Council acknowledges

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

15 3 In consideration of the management fee received pursuant to the Planning Agreement (receipt of which is acknowledged) and of the agreement of the Owner set out in the following sentence the Council agrees to accept the management fee received in lieu of the Management Fee The Owner agrees that the Council may apply the management fee received for the purpose of the management and monitoring of the planning obligations contained in this Agreement or the Planning Agreement,

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

16 INTEREST

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

17 WARRANTY AS TO TITLE

The Owner hereby warrants to the Council that save as disclosed to the Council prior to the completion of this Agreement no other person other than the Owner (and the Beneficiary, in respect of the Option Agreement which has been disclosed to the Council) has any legal or equitable interest in the Site

18 JURISDICTION

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

19 CLAWBACK

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

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

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

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

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

19 4 In the event that the Clawback Valuation agreed by the Council pursuant to clause 19 2 1 or 19 3 or determined by the Chartered Surveyor pursuant to clause

19 3 confirms that the Permitted Profit Level for a Build to Rent scheme has been achieved and that Clawback is payable then the Owner will pay the Clawback to the Council to provide Affordable Housing within the Administrative Boundaries of Manchester

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

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

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

19 8 Upon payment of the Clawback (or determination that no Clawback is payable), the Dwellings that were the subject of the Clawback Valuation will no longer be bound by this clause and the Council will confirm the same to the Owner in writing

20 COMPLETION

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

21. RESTRICTION ON TITLE

The Owner covenants with the Council that

21 1 prior to or upon completion of this Agreement it shall provide the Council with a completed Land Registry form RX1 (or any subsequent revisions amendments or replacements of the same) signed by it and thereby authorising the Council to register a restriction in standard form L at the Land Registry in respect of their interests in the Site in the following terms

"No disposition of the registered estate (other than a charge) by the proprietor of the registered estate is to be registered without a certificate signed on behalf of the Council of the City of Manchester of Town Hall, Albert Square, Manchester, M60 2LA by the City Solicitor that the provisions of clause 19 of a Section 106 Agreement dated

made between (1) The Council of the City of Manchester and (2) Tariff Street Properties Limited and (3) Marco Living 2 Limited have been complied with or that they do not apply to the disposition "

21 2 The Council will insert the date of completion of this Agreement into the section of the Form RX1 detailing the wording quoted above following that completion,

21 3 Prior to or upon completion of this Agreement the Owner will provide the Council with a cheque to cover the cost of registering the form RX1 at the Land Registry

21 4 In the event of each disposition to which the restriction in clause 21 1 applies during the Clawback Period, the parties will follow this process in satisfying the restriction

21 4 1 The Owner will serve written notice upon the Council prior to such disposition, confirming whether the disposition is as Build to Rent or an Open Market Sale, or alternatively a disposition in the categories set out in clauses 9 3 2 or 9 3 3 of this Agreement

21 4 2 Where the disposition is as Build to Rent or in the categories set out in clause 9 3 2 or 9 3 3 of this Agreement, the Council will issue within 15 (fifteen) Working Days of its receipt of the notice in accordance with 21 4 1 a suitably completed certificate or land registry form RXC (or replacement) signed on behalf of the Council certifying that the provisions of clause 19 of this Agreement do not apply to the disposition

21 4 3 Where the disposition is an Open Market Sale the Owner will together with the written notice serve upon the Council its proper and evidenced calculation of the amount of Clawback payable as a result of such disposition The parties will follow the process set out in clause 19 as to the calculation of the amount of Clawback Notwithstanding that the amount of Clawback may not have been calculated at such time, the Council will within 15 (fifteen) Working Days of receiving the written notice together with a properly evidenced written calculation from the Owner calculated in accordance with the provisions contained in the definition of "Clawback" in this Agreement (time of the essence) issue a suitably completed certificate or land registry form RXC (or replacement) signed on behalf of the Council confirming that the provisions of clause 19 of this Agreement have been complied with

21 4 4 The Council's issuing of the certificate or form RXC under 21 4 3 will not forgive or relieve the Owner from any obligations under clause 19 in regards calculation or payment of the Clawback in question

21 4 5 In the event of the land registry raising a requisition on a certificate given by the Council under this clause then the Council will use All Reasonable Endeavours in its efforts to rectify the certificate, which may include reissuing it

21 4 6 The Owner will meet the Council's proper costs in each application under this clause 21 4

22 CHARGEES

No Chargee will be bound by the terms of this Agreement unless and until it becomes a mortgagee in possession of the Site, or a part of it. If such Chargee does become a mortgagee in possession it will be bound by the obligations contained in this Agreement so far as they apply to the area in which the Chargee has become a mortgagee in possession

23 BENEFICIARY

The Beneficiary hereby agrees to the Owner entering into the planning obligations contained in this Agreement and acknowledges that its interests in part of the Site upon their attaining a legal estate in that part of the Site will be bound by the planning obligations in this Agreement

24 and 25 PLANNING AGREEMENT

This Agreement and the Planning Agreement each impose identical planning obligations on the Owner. The Council agrees that

24 1 if the Site is developed pursuant to the First Planning Permission and any planning obligation secured by the Planning Agreement is satisfied in accordance with the provisions contained in the Planning Agreement then the corresponding planning obligation contained in this Agreement will be deemed to have been satisfied,

24 2 if the Site is developed pursuant to the Planning Permission and any planning obligation secured by this Agreement is satisfied in accordance with the provisions

contained in this Agreement then the corresponding planning obligation contained in the Planning Agreement will be deemed to have been satisfied,

24.3 The Owner and the Beneficiary have indicated an intention to develop the Site pursuant to the Planning Permission and not the First Planning Permission. Once the Council is able to confirm that the Site has been developed pursuant to the Planning Permission it will as soon as reasonably practicable arrange to remove the restriction on title in place in respect of the Planning Agreement and any entry on the local land charges register relating to the Planning Agreement. The Council confirms that if the provisions protected by the restrictions on title registered in the proprietorship registers of title numbers LA70906, LA10773 and GM349127 are being adhered to and a request for a land registry certificate is made to the Council the certificate shall confirm that it applies to both of the entries in the proprietorship registers that relate to the restrictions on title entered in respect of this Agreement and the Planning Agreement.

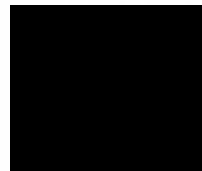
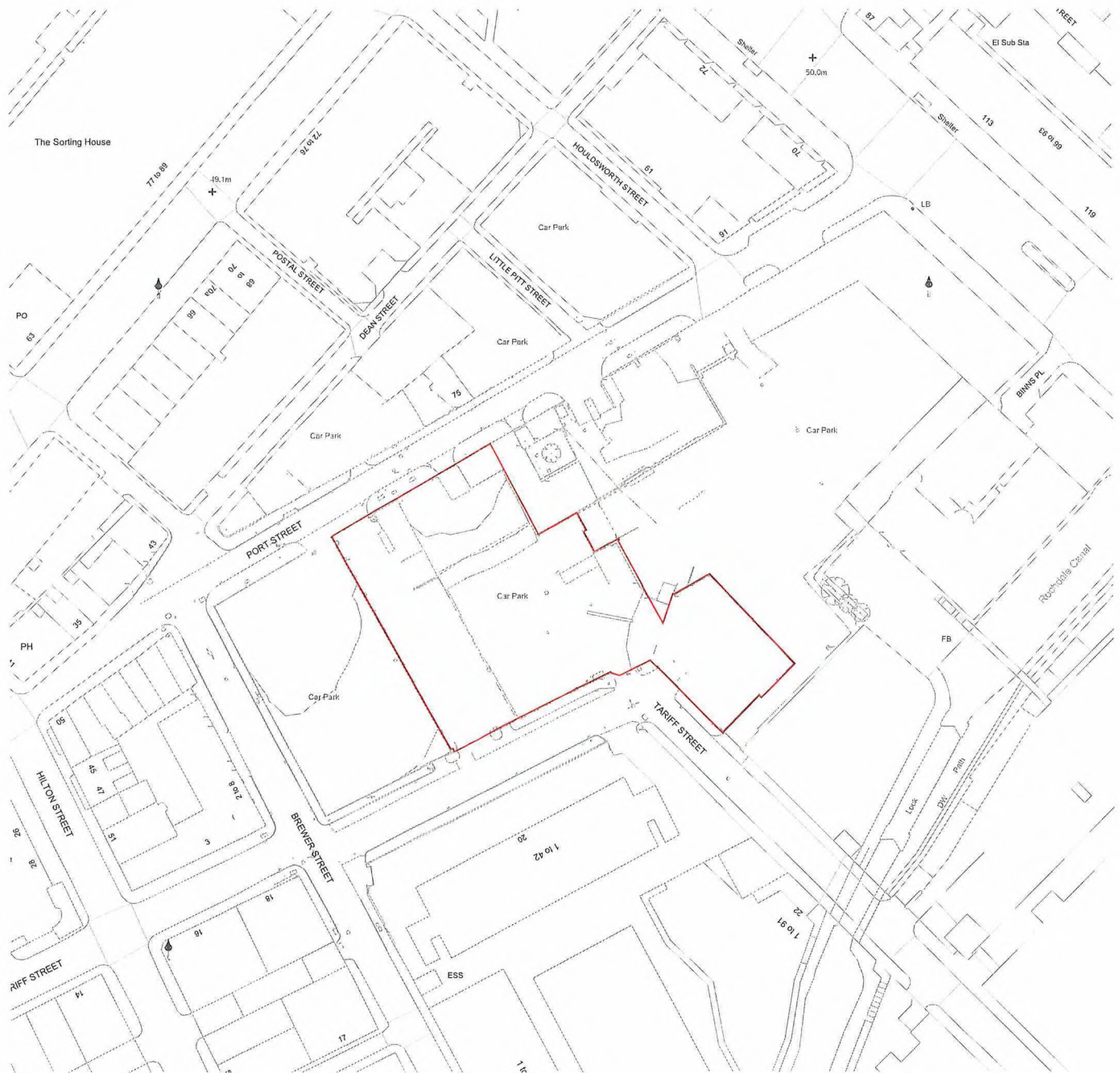
25 The Owner, the Council and the Beneficiary agree that the Council may apply any sums received in satisfaction of the planning obligations secured by the Planning Agreement and this Agreement for the purposes set out in the Planning Agreement and this Agreement.

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

SCHEDULE 1

The Site

Land bounded by Tariff Street and Port Street, Manchester and shown for the purposes of identification only edged red on the Plan.



P01 FIRST ISSUE			DL	CJG	18.09.23
rev	description		drawn	auth	date
DO NOT SCALE OFF THIS DRAWING					

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CLIENT		AXIS-RE / MARCO LIVING	
PROJECT		1NQ MANCHESTER	
DOCUMENT NAME		8198-LRW-ZZ-ZZ-DR-A-00-023	
DESCRIPTION		COMBINED TITLES PLAN	
REVISION		SCALE	
P01		1:1250 @ A4	
LRW PROJECT No.	DATE CREATED	CREATED BY	AUTHORISED BY
8198	18.09.23	DL	CJG

SCHEDULE 2

Draft Planning Permission

Town & Country Planning Act 1990 (as amended)

Planning Permission

Applicant

Axis Real Estate and Marco Living 2 Ltd
C/o Agent

Agent (if used)

LRW Architects
Leach Rhodes Walker
Ground Floor West
50 Dearmans Place
Manchester
M3 5LH

Part 1 – Particulars of the application/development

Proposal Variation of condition 2 attached to application ref no 135675/FO/2022 in relation to Block 1 to include internal layout changes, changes to landscaping and to design of substation and to Block 2 to make internal and elevational alterations associated with introduction of a 2nd staircase comprising alteration of some window positions and sizes, omission of windows, minor increase in building footprint above ground floor, a reduction in height (ground floor level) and minor changes to landscaping

Location Tariff Street, Manchester

Date of application 18 August 2023

Application number. 137807/JO/2023

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 27 06 26

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) Dwgs 8198-LRW-ZZ-00-DR-A-00-010_P04_Site Edged Red - Application Boundary, 8198-LRW-ZZ-ZZ-DR-A-00-121_P07_Proposed Site Plan, 8198-LRW-ZZ-00-DR-A-00-011_P09_Proposed Site Plan all stamped as received 18-08-23;

(b) Dwg 8198-LRW-ZZ-00-DR-A-00-012_P02_Demolition Plan stamped as received 05-12-23,

(c) Dwgs 8198-LRW-ZZ-B1-DR-A-00-100 P14 LOWER GROUND FLOOR, 8198-LRW-ZZ-00-DR-A-00-101 P15 GROUND FLOOR, 8198-LRW-ZZ-01-DR-A-00-102 P13 FIRST FLOOR, 8198-LRW-ZZ-ZZ-DR-A-00-103 P13 SECOND TO THIRD FLOOR, 8198-LRW-ZZ-04-DR-A-00-104 P13 FOURTH FLOOR, 8198-LRW-ZZ-ZZ-DR-A-00-105 P13 FIFTH TO EIGHTH FLOOR, 8198-LRW-ZZ-09-DR-A-00-106 P13 NINTH FLOOR, 8198-LRW-ZZ-10-DR-A-00-107 P14 TENTH FLOOR, 8198-LRW-ZZ-11-DR-A-00-108 P12 ELEVENTH FLOOR and , 8198-LRW-ZZ-12-DR-A-00-109 P13 ROOFTOP FLOOR all stamped as received 18-08-23,

(d) Dwgs 8198-LRW-ZZ-B1-DR-A-00-111_P09_Proposed Lower Ground Floor Plan (1 200 Colour), 8198-LRW-ZZ-00-DR-A-00-112_P09_Proposed Ground Floor Plan (1 200 Colour), 8198-LRW-ZZ-01-DR-A-00-113_P09_Proposed First Floor Plan (1 200 Colour) 8198-LRW-ZZ-ZZ-DR-A-00-114_P09_Proposed Second to Third Floor Plan (1 200 Colour), 8198-LRW-ZZ-04-DR-A-00-115_P09_Proposed Fourth Floor Plan (1 200 Colour), 8198-LRW-ZZ-ZZ-DR-A-00-116_P09_Proposed Fifth to Eighth Floor Plan (1.200 Colour), 8198-LRW-ZZ-09-DR-A-00-117_P09_Proposed Ninth Floor Plan (1 200 Colour), 8198-LRW-ZZ-10-DR-A-00-118_P09_Proposed Tenth Floor Plan (1 200 Colour), 8198-LRW-ZZ-11-DR-A-00-119_P09_Proposed Eleventh Floor Plan (1 200 Colour), 8198-LRW-ZZ-12-DR-A-00-128_P09_Proposed Twelfth Floor Plan (1 200 Colour) and 8198-LRW-ZZ-12-DR-A-00-120_P09_Proposed Roof Plan (1 200 Colour) all stamped as received 18-08-23,

(e) Dwgs 8198-LRW-ZZ-ZZ-DR-A-00-220_P06_BLOCK 1 - ELEVATION A, 8198-LRW-ZZ-ZZ-DR-A-00-221_P06_BLOCK 1 - ELEVATION B, 8198-LRW-ZZ-ZZ-DR-A-00-222_P06_BLOCK 1 - ELEVATION C, 8198-LRW-ZZ-ZZ-DR-A-00-223_P06_BLOCK 1 - ELEVATION D, 8198-LRW-ZZ-ZZ-DR-A-00-224_P05_BLOCK 1 - ELEVATION E, 8198-LRW-ZZ-ZZ-DR-A-00-225_P05_BLOCK 1 - ELEVATION F, 8198-LRW-ZZ-ZZ-DR-A-00-226_P05_BLOCK 1 - ELEVATION G, 8198-LRW-ZZ-ZZ-DR-A-00-227_P06_BLOCK 2 - ELEVATION A&B and 8198-LRW-ZZ-ZZ-DR-A-00-228_P06_BLOCK 2 - ELEVATION C&D all stamped as received 18-08-23,

(f) Dwgs 8198-LRW-ZZ-ZZ-DR-A-00-229_P06_BLOCK 1 - ELEVATION A (Colour), 8198-LRW-ZZ-ZZ-DR-A-00-230_P06_BLOCK 1 - ELEVATION B (Colour), 8198-LRW-ZZ-ZZ-DR-A-00-231_P06_BLOCK 1 - ELEVATION C (Colour), 8198-LRW-ZZ-ZZ-DR-A-00-232_P06_BLOCK 1 - ELEVATION D (Colour), 8198-LRW-ZZ-ZZ-DR-A-00-233_P05_BLOCK 1 - ELEVATION E (Colour), 8198-LRW-ZZ-ZZ-DR-A-00-234_P05_BLOCK 1 - ELEVATION F (Colour), 8198-LRW-ZZ-ZZ-DR-A-00-235_P05_BLOCK 1 - ELEVATION G (Colour), 8198-LRW-ZZ-ZZ-DR-A-00-236_P08_BLOCK 2 - ELEVATION A&B (Colour) and 8198-LRW-ZZ-ZZ-DR-A-00-237_P08_BLOCK 2 - ELEVATION C&D (Colour) all stamped as received 18-08-23,

(g) 8198-LRW-ZZ-ZZ-DR-A-00-218_P05_1NQ BAY ELEVATION (1.100 Colour), 8198-LRW-ZZ-ZZ-DR-A-00-238_P07_EXTERNAL WALL DETAIL 8198-LRW-ZZ-ZZ-DR-A-

00-239_P06_EXTERNAL WALL DETAIL SECTION A UPPER FLOORS (Colour), 8198-LRW-ZZ-ZZ-DR-A-00-240_P07_EXTERNAL WALL DETAIL SECTION B (Colour), 8198-LRW-ZZ-ZZ-DR-A-00-241_P06_EXTERNAL WALL DETAIL SECTION C LOWER FLOORS (Colour) and 8198-LRW-ZZ-ZZ-DR-A-00-242_P04_EXTERNAL WALL DETAIL SECTION C UPPER FLOORS (Colour) all stamped as received 18-08-23,

(h) Dwgs 8198-LRW-ZZ-00-DR-A-00-131 Rev PO1 (pavement widths),

(i) Sections 5, 9-12 of the 1 N Q B L O C K 1 & 2 MANCHESTER, DESIGN & ACCESS STATEMENT 8198-LRW-XX-XX-PP-A-00-005 P02 by Leach Rhodes Walker as amended by DESIGN & ACCESS STATEMENT Addendum by Leach Rhodes Walker August 2023,

(j) Servicing and Refuse as set out in Section 13 of the 1 N Q B L O C K 1 & 2 MANCHESTER, DESIGN & ACCESS STATEMENT 8198-LRW-XX-XX-PP-A-00-005 P02 by Leach Rhodes Walker and Avison Young e-mail Refuse Note 03 03 23,

(k) Recommendations in sections, 3, 4, 5, 6 and 7 of the Crime Impact Statement Version VERSION A 30th November 2022

(l) Archaeological Desk-Based Assessment Tariff Street Manchester V1 by Salford Archaeology dated October 2022,

(m) Inclusions of measures and targets set out in the 1NQ, TARIFF STREET, MANCHESTER, ENVIRONMENTAL STANDARDS STATEMENT, NOVEMBER 2022 REF 2022 264 by Element Sustainability

(n) Implementation of Broadband installation in accordance with the GTech Surveys Limited, Broadband Connectivity Assessment 1 NQ Tariff Street 28/11/2022,

(o) Fire Statement Form (JH Reference GM2001/GM2002 as amended by 1NQ, TARIFF STREET, MANCHESTER, HSE COMMENTS GM2001/hz/15ax 17th January 2023 by Jensen Hughes as amended by Fire Statement Form (JH Reference GM2001/GM2002 stamped as received on 29 08 23 and Assent Oculus Note 19 09 23,

(p) Air Quality Assessment,

(q) Marco Living 2 Ltd and Axis - RE Ltd, 1NQ, Tariff Street, Manchester, Flood Risk Assessment and Drainage Strategy Report, 143404/02B November 2022 by Fairhursts;

(r) TV reception survey prepared by GTech (Television and Radio Reception Impact Assessment 1NQ, Tariff Street dated 28/11/2022),

(s) Preliminary Ecological Appraisal, November 2022, 1NQ, Tariff Street, Manchester, M1 2FJ by Tyrer Ecological Consultants Ltd,

(t) TRANSPORT STATEMENT and FRAMEWORK TRAVEL PLAN, Build to Rent Residential Tower Block, Tariff Street November 2022 by Vectos,

(u) Daylight and Sunlight Impact on Neighbouring Properties Report, Tariff Street, Manchester dated 30-11-21 by GIA and Sunlight and Daylight Section in Avison Youngs email dated 01-03-2023 and letter dated 28-02-2023,

(v)1 NQ,Tariff Street, Manchester, Marco Living 2 Ltd & Axis-Re Ltd, Phase I Desk Study Report,143404/01, November 2022 by Fairhursts,

(w) Townscape and Visual Appraisal within the Tall Building Statement by Avison Young dated January 2023,

(x) Fisher Acoustics 1NQ, Tariff Street, Manchester Environmental Noise Study dated November 2022,

(y) Heritage Statement 1NQ, Tariff Street, Manchester, M1 2FF, November 2022 by Turley's,

(z) WIND MICROCLIMATE, ASSESSMENT REPORT 1 NQ Tariff Street datged 30-11-2022 by GIA,

(aa) 1NQ, TARIFF STREET MANCHESTER, CIRCULAR ECONOMY STATEMENT, ADDENDUM REPORT JANUARY 2023 REF 2022.264 by Element Sustainability,

(bb) LANDSCAPE PROPOSALS, Tariff Street, Manchester, Project Number 4267, November 2022 by tpm Landscaping as amended by 8198-LRW-ZZ-00-DR-A-00-139 Rev P02 (stamped as received on 30-05-23)

(cc) Avison Young letter dated 28-02-23 in relation to the Enhanced offer of on street disabled parking and details of closest alternative disabled parking bays, and

(dd) Land at Port Street /Tariff Street Ventilation e-mail dated 24-02-23 from Avison Young

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 polices DC19.1, DC20 and DC26 1

3) (a) Notwithstanding the details submitted with the application, prior to the commencement of development (excluding demolition) 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) Prior to occupation of the development a servicing strategy for the building, shall be submitted to and approved in writing by the local planning authority.

The approved details shall then be implemented prior to the first use of the development and thereafter retained and maintained in situ.

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

5) a) Notwithstanding the 1NQ Tariff Street, Manchester, Marco Living 2 Ltd & Axis-Re Ltd, Phase I Desk Study Report, 143404/01 November 2022 by Fairhursts prior to the commencement of the development other than demolition the following information should be submitted for approval in writing by the City Council, as Local Planning Authority

- Intrusive investigation assessment;
- Updated final risk assessment;
- Remediation Strategy.

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

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

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

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

6) The development shall be implemented in accordance with the following

Construction Phase, Safety, Health, Environment & Quality Plan (CSHEQ Plan) Tariff Street Rev 01 by United Living

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 - To safeguard the amenities of nearby residents, highway safety and air quality, pursuant to policies SP1, EN16, EN19 and DM1 of the Manchester Core Strategy (July 2012)

7) Prior to the commencement of development (excluding demolition) a programme for submission of final details of the public realm works and highway works as shown in the LANDSCAPE PROPOSALS, Tariff Street, Manchester, Project Number: 4267, November 2022 by tpm Landscaping as amended by dwg numbered 8198-LRW-ZZ-00-DR-A-00-139 Rev P02 (stamped as received on 30-05-23)

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 (a) all hard (to include use of natural stone or other high quality materials) and (b) all soft landscaping works (excluding tree planting) which demonstrably fully consider and promote inclusive access (including older and disabled people),

(b) Details of measures to create potential opportunities to enhance and create new biodiversity within the development to include, the choice of planting species within the public realm, bat boxes and brick, bird boxes to include input from a qualified ecologist and which demonstrates Biodiversity Net gain across the site ,

(c) Details of the proposed tree species within the public realm including proposed size, species and planting specification including tree pits and design and details of on going maintenance;

(d) Details of how surface water from the public realm would be managed within the public realm through Suds interventions such as infiltration, swales, soakways, rain gardens and permeable surfaces,

(e) Location and design of all furniture including seating areas, lighting, bins, handrails, recycling bins, boundary treatments, planters all to include features which fully consider and promote inclusive access (which includes older and disabled people and child friendly features),

(f) Lighting around and within the site (which includes for consideration of older and disabled people),

(g) A management and maintenance strategy for the public realm including hours during which these areas would be publicly accessible and open to non residents, how access to these areas would be managed who would be responsible for the day to day management and maintenance of these areas including ensuring ongoing maintenance of provision of access for disabled people, and

(h) Details of hours during which the terraces at levels 10 (Block 1) and 12 (Block 2) will be open to residents and the mechanisms which would prevent use outside of those hours,

The detailed scheme shall demonstrate that it complies with Accessibility and Age Friendly principles

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

The area hatched between buildings 1 and 2 scheme shall be implemented prior to either of the proposed buildings first being occupied and the full landscaping scheme as shown in the plan shall be implemented in full within 12 months of the occupation of whichever of buildings 1 and 2 is the later. 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 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

8) The development shall be implemented in accordance with the following

Letter from Fairhursts dated 17-07-23, and

Dwgs 143404 003, 2001 B, 2002 A 2003, 2004, 2005 B, 2006 A, 2011 A, 2012 and 2013 stampes as received on 18-07-23

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.

9) 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

10) A scheme of archaeological investigation shall be carried out in accordance with the following

1 Land off Tariff Street, Manchester, Greater Manchester, Archaeological Written Scheme of Investigation, July 2023 by Orion Heritage

Following the carrying out of the above investigations set out within the WSI and prior to occupation of any part of the development the following

2 A programme for post-investigation assessment to include

- production of a final report on the results of the investigations and their significance

3 Deposition of the final report with the Greater Manchester Historic Environment Record

4 Dissemination of the results of the archaeological investigations commensurate with their significance.

5 Provision for archive deposition of the report and records of the site investigation

shall be submitted and approved in writing by the City Council as Local Planning Authority prior to occupation of any part of the development

Reason In accordance with NPPF policy 16, paragraph 205 To record and advance understanding of the significance of any heritage assets to be lost (wholly or in part) and to make this evidence (and any archive generated) publicly accessible.

11) 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

12) Prior to occupation of

(a) The residential accommodation; and

(b) The ground floor commercial units

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.

For any emergency plant proposed, although plant limits have been given, as these only operate in an emergency any maintenance, servicing and testing is confined to 09:00 to 18:00 Monday to Friday.

The approved details shall be implemented and remain in place for as long as the unit is in use (and any subsequent permitted changes of use under Class E)

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

13) Notwithstanding the recommendation within the the Environmental Noise Study by Fisher Acoustics, dated November 2022 before any above ground works commence 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 noise sources and the insulation requirements and specification for service risers /lift shafts,

(b) An assesement of the potential for overheating and any required mitigation which the noise insulation scheme shall take into account

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

The approved noise insulation and ventilation scheme and shall be completed before any of the dwelling units are occupied.

The following noise criteria will be required to be achieved whilst providing adequate ventilation as defined by Approved Document F of the Building Regulations (whole dwelling ventilation)

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

Living Rooms (daytime - 07 00 - 23 00)

35 dB LAeq

The scheme shall be designed to achieve internal noise levels in the 63Hz and 125Hz octave centre frequency bands so as not to exceed (in habitable rooms) 47dB and 41dB (Leq,5min), respectively

(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

The approved details shall be implemented and remain in place for as long as the unit is in use (and any subsequent permitted changes of use under Class E)

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 recommendation within the Environmental Noise Study by Fisher Acoustics, dated November 2022 before each of the ground floor commercial uses as shown on dwgs 8198-LRW-ZZ-00-DR-A-00-101 P12 commences a scheme for acoustically insulating each unit to ensure that there is no unacceptable level of noise transfer from these units to the residential accommodation above shall be submitted to and approved in writing by the City Council as local planning authority

The approved noise insulation scheme shall be completed before any of the approved uses commence

(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 adjacent residential accommodation arising directly from the proposed development 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

The approved details shall be implemented and remain in place for as long as the unit is in use (and any subsequent permitted changes of use under Class E)

Reason - To secure a reduction in noise in order to protect future residents from noise nuisance, pursuant to policies SP1 and DM1 of the Core Strategy and saved UDP Policy DC26

15) Before any use of each of the ground floor commercial uses as shown in dwg 8198-LRW-ZZ-00-DR-A-00-101 P12 hereby approved commences details of the proposed opening hours shall be submitted to and approved in writing by the City Council as local planning authority. The units shall be not be operated outside the hours approved in discharge of this condition

The approved details shall be implemented and remain in place for as long as the unit is in use (and any subsequent permitted changes of use under Class E)

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

16) Notwithstanding the TV reception survey prepared by GTech (Television and Radio Reception Impact Assessment 1NQ, Tariff Street dated 28/11/2022) 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

17) a) The development shall be implemented in accordance with the following

Local Labour Reporting Template stamped as received on 16-08-23,

(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)

18) 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

19) 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.

20) 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,
- (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,
- (c) Details of how the parking requirements of a disabled resident would be met by the building operator.

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

21) The development hereby approved shall be carried out in accordance with the FRAMEWORK TRAVEL PLAN, Build to Rent Residential Tower Block, Tariff Street November 2022 by Vectos

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,
- vii) Details of how the parking requirements of a disabled resident would be met by the building operator,

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

22) 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

23) 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.

24) 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 above ground (other than the hereby permitted ground floor Class E (excluding E (b)) commercial units 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

25) 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

26) The development hereby approved shall include for full disabled access to be provided to all publically 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

The approved details shall be implemented and remain in place for as long as the unit is in use (and any subsequent permitted changes of use under Class E)

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

27) The window(s) at ground level, fronting onto Tariff Street , Port 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

28) 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

29) 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 4 disabled spaces
- (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)

30) The development shall be carried out in accordance with the Crime Impact Statement Version VERSION A. 30th November 2022
REFERENCE 2022/0499/CIS/01 or as amended by dwg 8198-LRW-ZZ-B1-DR-A-00-100 P11 (condition 35 cycle parking)

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

31) 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.

32) In the event that any of the commercial units as indicated on drawing 8198-LRW-ZZ-00-DR-A-00-101 P12 are occupied as an restaurant (Class E) or Drinking Establishment (Sui Generis) use, prior to their first use the following details must be submitted and agreed in writing by the City Council, as Local Planning Authority

A Management Strategy for patrons and control of any external areas. For the avoidance of doubt this shall include:

*An Operating Schedule for the premises (prevention of crime and disorder, prevention of public nuisance, Management of smokers)

*Details of a Dispersal Procedure

* Mechanism for ensuring windows and doors remain closed after 9pm

* Details of management of storage of any external freestanding furniture

The approved scheme shall be implemented upon first use of the premises and thereafter retained and maintained The approved details remain in place for as long as the unit is in use (and any subsequent permitted changes of use under Class E)

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

33) 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)

34) Prior to the first occupation of the development, a signage strategy for the entire buildings shall be submitted for approval in writing by the City Council, as Local Planning Authority. The signage strategy will include timescales for implementation. The approved strategy shall then be implemented for the development and used to inform any future advertisement applications for the building.

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

35) Prior to the first occupation of the residential element, the 261 cycle parking places as shown within drawing 8198-LRW-ZZ-B1-DR-A-00-100 P11 shall be in place and thereafter retained and maintained in situ.

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

36) 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 Statement Form (JH Reference GM2001/GM2002 as amended by 1NQ, TARIFF STREET, MANCHESTER, HSE COMMENTS GM2001/hz/15ax 17th January 2023 by Jensen Hughes as amended by Fire Statement Form (JH Reference GM2001/GM2002 stamped as received on 29 08 23 and Assent Oculus Note 19 09 23, (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

37) The development hereby approved shall be carried out in accordance with the targets within the 1NQ, TARIFF STREET, MANCHESTER ENVIRONMENTAL STANDARDS STATEMENT, NOVEMBER 2022 REF. 2022.264 by Element Sustainability and a post construction review certificate/statement shall be submitted for approval, within a timeframe that has been previously agreed in writing by the City Council as local planning authority.

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

38) Waste Storage and Management shall be implemented in accordance with the following

Section 13 of the 1 N Q B L O C K 1 & 2 MANCHESTER, DESIGN & ACCESS STATEMENT8198-LRW-XX-XX-PP-A-00-005 P02 by Leach Rhodes Walker and Avison Young e-mail Refuse Note 03 03 23;

The above approved scheme shall be implemented prior to the first occupation of each of (a) the residential element; (b) the ground floor commercial units shall remain in situ whilst the development is in operation

The approved details shall be implemented and remain in place for as long as the unit is in use (and any subsequent permitted changes of use under Class E)

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

39) Prior to the first use of the development hereby approved, details of the siting, scale and appearance of the solar panels to the roof of the buildings (including cross sections) The approved details shall then be implemented prior to the first use of the development and thereafter retained and maintained in situ

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

40) The consent for any Sui Generis Bar Use does not permit for any on site cooking which would require ventilation for fume extraction.

Reason - To secure a reduction in noise in order to protect future residents from noise nuisance, pursuant to policies SP1 and DM1 of the Core Strategy and saved UDP Policy DC26 and in accordance with the Land at Port Street /Tariff Street Ventilation e-mail dated 24-02-23 from Avison Young.

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

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

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

If during works to demolish / convert the building to the use hereby permitted any sign of the presence of bats is found, then all such works shall cease until a survey of the site has been undertaken by a suitably qualified ecologist and the results have been submitted to and approved by the Council in writing as local planning authority. Any recommendations for the protection of bats in the submitted document shall be implemented in full and maintained at all time when the building is in use as hereby permitted.

Any lighting at night needs to adhere to guidance within the 'Landscape and urban design for bats and biodiversity' (Gunnell et al, 2012, Bat Conservation Trust) Guidance Note 8 'Bats and Artificial Lighting' 2018, Bat Conservation Trust.

It is not proposed that the development hereby approved will be phased, however, the planning conditions attached to this decision notice are capable of being discharged in full, or discharged in-part for each individual block providing information relating to each of the individual Blocks (and associated public realm) hereby approved by Condition 2 above and shown on plan ref 8198-LRW-ZZ-00-DR-A-00-139 Rev P02 is submitted to the Council.

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.

DRAFT DECISION

Date

Notes

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

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

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

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

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

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

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

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

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

Appendix A



The Coal Authority

STANDING ADVICE - DEVELOPMENT LOW RISK AREA

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

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

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

SCHEDULE 3

THE OWNER'S GENERAL COVENANTS

The Owner hereby covenants with the Council as follows

1

1 1 To notify the Council in writing within five (5) Working Days of Commencement of Development that development has Commenced and to pay to the Council on Commencement of Development the Initial Affordable Housing Contribution

1 2 To notify the Council within 5 (five) Working Days of the dates of Completion of Construction of 75% of the Dwellings and Completion of Construction of 75% of the Dwellings in Block 1 and Completion of Construction in Block 2,

1 3 To notify the Council within 5 (five) Working Days of the date of Occupation of the first Dwelling to be Occupied

1 4 In respect of the provisions contained in subclause (a) of the definition of Calculation Date contained in this Agreement

1 4 1 not to Occupy or permit or allow Occupation of any more Dwellings than have been Occupied by the date that is exactly twelve months after the date of Occupation of the first Dwelling to be Occupied unless and until it has submitted to the Council a copy of the Viability Appraisal relating to the Development, Block 1, or Block 2, whichever is applicable,

1 4 2 In respect of the provisions contained in subclause (b) of the definition of Calculation Date contained in this Agreement not to Occupy or permit or allow Occupation of the Dwellings in the Development or, if the Owner opts to provide separate Viability Appraisals for each Block, in whichever of Block 1 or Block 2 the Viability Appraisal relates to, until it has provided the Council with a copy of the relevant Viability Appraisal

VIABILITY REVIEW AT CALCULATION DATE AND VIABILITY PAYMENT

2 Within ten (10) Working Days of the Calculation Date or, if the Owner subject to the provisions contained in paragraph 2 2 of this paragraph 2 is able to and opts in accordance with paragraph 2 3 of this paragraph 2 to provide a Viability

Appraisal solely in respect of either of Block 1 or Block 2, within ten (10) Working Days of the Calculation Date that relates to Block 1 or Block 2, whichever is applicable

2 1 to confirm the Method of Disposal and the relevant Permitted Profit Level to the Council in writing,

2 2 to provide the Council with the written Viability Appraisal and to ensure that the Viability Appraisal relates to the whole of the Development unless on the Calculation Date the Council is provided with written evidence confirming that the Blocks are in the separate ownership of unrelated owners or that unconditional contracts for the purchase of each Block by unrelated purchasers have been entered into whereupon the provisions contained in paragraph 2 3 of this paragraph 2 shall take effect

2 3 subject to the provision contained in paragraph 2 2 of this paragraph 2 to confirm whether the Viability Appraisal relates to the Development or to either of Block 1 or Block 2 and to provide a copy of the Viability Appraisal in order that the Council may instruct a Chartered Surveyor to review the Viability Appraisal and advise the Council on its contents and conclusion For the avoidance of doubt if the Owner opts to provide a Viability Appraisal only in respect of either of Block 1 or Block 2, a separate Viability Appraisal in respect of the other Block will be submitted by the Owner within 10 Working Days of the relevant Calculation Date in respect of that other Block

3 Within sixty (60) Working Days of its receipt of the Viability Appraisal the Council shall give written notice to the Owner either -

3 1 Stating that it accepts the Viability Appraisal or

3 2 Correcting or challenging any of the amounts or conclusions included in the Viability Appraisal and giving details of the disputed amounts or conclusions

4 In the event that the Council shall have served a notice on the Owner pursuant to paragraph 3 2 of this Schedule 3 the Owner and the Council shall use reasonable endeavours to reach agreement in respect of the Viability Appraisal but if the Owner and the Council shall have failed to agree the Viability Appraisal within twenty-eight (28) Working Days of the notice served by the Council

pursuant to Paragraph 3 2 of this Schedule 3, then the matter in dispute shall be referred to the Chartered Surveyor, in accordance with the provisions of Clause 7 with the Chartered Surveyor being requested that he/she should as soon as practicable issue a written determination as to the matter in dispute and a written determination of the correct Viability Appraisal, which both Parties agree will be final and binding upon them (save in respect of manifest error),

- 5 The Viability Appraisal not by way of limitation shall include and confirm in respect of whichever is applicable of the Development, Block 1 or Block 2
- 5 1 the GDV,
 - 5 2 the Total Costs as referred to in the Viability Template in Schedule 5,
 - 5 3 the Gross Margin, and,
 - 5 4 the Viability Payment, if any

6 Viability Payment

6 1 On or before the Viability Payment Deadline to pay to the Council the Viability Payment (if any) PROVIDED ALWAYS that the Viability Payment and the aggregate of any Clawback shall be capped so that they do not exceed the Maximum Contribution after taking into account the payment to the Council of the Initial Affordable Housing Contribution, and provided further that,

6 2 If the Viability Appraisal

6 2 1 relates solely to Block 1 then the amount of the Viability Payment will be capped at £5,786,887 60 (five million seven hundred and eighty six thousand eight hundred and eighty seven pounds and sixty pence) Index Linked representing the proportion of the Maximum Contribution payable in respect of Block 1 after taking into account the receipt by the Council of the Initial Affordable Housing Contribution,

6 2 2 relates solely to Block 2 then the amount of the Viability Payment will be capped at £1,580,808 32 (one million five hundred and eighty thousand eight hundred and eight pounds and thirty two pence) Index Linked representing the proportion of the Maximum Contribution payable in respect of Block 1 after

taking into account the receipt by the Council of the Initial Affordable Housing Contribution,

6 3 In the event that the information contained in the Viability Appraisal (as agreed by the Council or determined pursuant to paragraph 4 of this Schedule 3) shows that a Viability Payment is not due in respect of that Viability Appraisal then it is agreed by the Council that the Viability Payment applicable in respect of that Viability Appraisal shall not be payable although the Viability Assessment Fee shall still be due

6 4 From the Viability Payment Deadline that applies to the Viability Appraisal or if there are separate Viability Appraisals for Block 1 and Block 2 then from the Viability Payment Deadline that applies to Block 1 or Block 2, whichever is applicable to cease further Occupation of the Dwellings nor permit or allow further Occupation of the Dwellings until payment of the Viability Payment applicable to the Viability Appraisal has been received by the Council save that this restriction on further Occupation shall apply solely to Block 1 where the Viability Appraisal solely relates to Block 1 and solely to Block 2 where the Viability Appraisal solely relates to Block 1

RETENTION AS BUILD TO RENT

7 1 Where the Method of Disposal is Build to Rent the Owner shall deliver the relevant Build to Rent Dwellings comprising the Development or if applicable Block 1 or Block 2 or part/s thereof for the private rental market as a Build to Rent scheme and shall retain ownership of the whole Development or if applicable Block 1 or Block 2 or parts thereof as Build to Rent Dwellings for a period of fifteen years (15) years from Completion of Construction Provided that if the Owner Disposes of any part of the Development in breach of this covenant then the clawback provisions set out in clause 19 of this Agreement will be triggered, and the Owner covenants to comply with all the provisions of that clause and upon payment of the Clawback to the Council (or determination that no Clawback is due) this covenant will no longer apply to the relevant Dwellings Disposed of If the payment of Clawback is triggered then the Council agrees that the amount of Clawback payment that is due in respect of Block 1 will be calculated solely in respect of the Build to Rent Dwellings in respect of which Clawback is triggered that are located in Block 1 and similarly the amount of

Clawback payment that is due in respect of Block 2 will be calculated solely in respect of the Build to Rent Dwellings in respect of which Clawback is triggered that are located in Block 2. For the avoidance of doubt, any payment of Clawback agreed by the Council and the Owner or determined to be due in accordance with the provisions of clause 19 will when received by the Council in respect of any Dwelling to which the payment of Clawback relates remedy the existing breach of the obligation to retain the Dwelling as a Build to Rent Dwelling contained in this paragraph, as well as releasing the Dwelling from that obligation thereafter.

RETENTION OF ARCHITECT

- 8.1 The Owner shall use All 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.
- 8.2 Should the Architect not be appointed or continue to be appointed in accordance with paragraph 8.1 above the Owner shall immediately notify the Council of this fact and shall use All 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 4

The COUNCIL'S COVENANTS

The Council hereby covenants with the Owner as follows

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

SCHEDULE 5

VIABILITY TEMPLATE

Land bounded by Tariff Street and Port Street, Manchester

£

Permitted Profit Level – based upon 20% of GDV of Open Market Value	£
Permitted Profit Level – based upon 11 11% of Costs of Pre-Sale Element	£
Permitted Profit Level – based upon 11 11% of Costs on Build to Rent	£
All in build cost – [Includes (but not limited to) - House Build (Superstructure), Plot Costs (Incl Substructure), Infrastructure, Overheads and Prelims, operating costs, sales incentives]	£
Schedule of abnormals inclusive of Rights to Light costs TBA	£
Contingency on build costs and abnormals @ 3%	£
Professional fees on build costs and abnormals @ 9 5%	£
Sales and Marketing Costs Commercial Letting Agent (10%) and Legal Fee (5%) of ERV And Investment Sales Agent (1%) & Legal Fees (0 5%) of GDV	£
Section 106 payments TBA	£
Finance cost of TBA	£
Interest cost on Deposits - TBA	£
Tax Relief - TBA	£
Agreed Land Value (The Lower of 1) Benchmark Land Value set at Planning Consent Stage of £2,256,600 or 2) Actual Land Value – to be evidenced) Provided that where the Viability Appraisal relates to a Block (the lowest of) the pro rata Benchmark Land Value applicable to the Block or the Actual Land Value of the Block will be applied	£
Agreed Stamp Duty - TBA	
TOTAL COSTS (Costs)	

Gross Margin = GDV – Total Costs (including standard purchaser's costs)	
VIABILITY PAYMENT –	

NB – Viability Payment Cannot Exceed £7,617,695 less the Initial Affordable Housing Contribution received by the Council

The Headings in the Viability Template are not exhaustive and will be duly amended in compliance with the RICS Guidance at the time of each Viability Appraisal

01121899

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



AUTHORISED SIGNATORY



EXECUTED as a DEED by)
TARIFF STREET PROPERTIES LIMITED)

a company incorporated in the)
Isle of Man, acting by)

DAVID STEPHEN BREW)

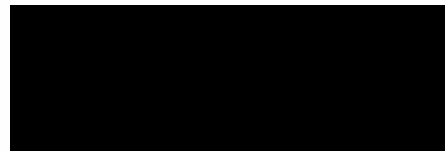
and)

STEVEN MAURICE CLWILL)

who, in accordance with the laws of that)
territory, are acting under the authority of the)
Company in the presence of)

Signature in the name of the company
TARIFF STREET PROPERTIES LIMITED

TARIFF STREET PROPERTIES LIMITED



Signature of authorised signatory



Signature of authorised signatory

EXECUTED AS A DEED by MARCO LIVING 2 LTD

acting by

who is duly authorised thereto by a resolution of the Board of Directors in

the presence of

(Signature of witness)



Signature of authorised person



Name (in block letters)

YASAC KAUSHAL

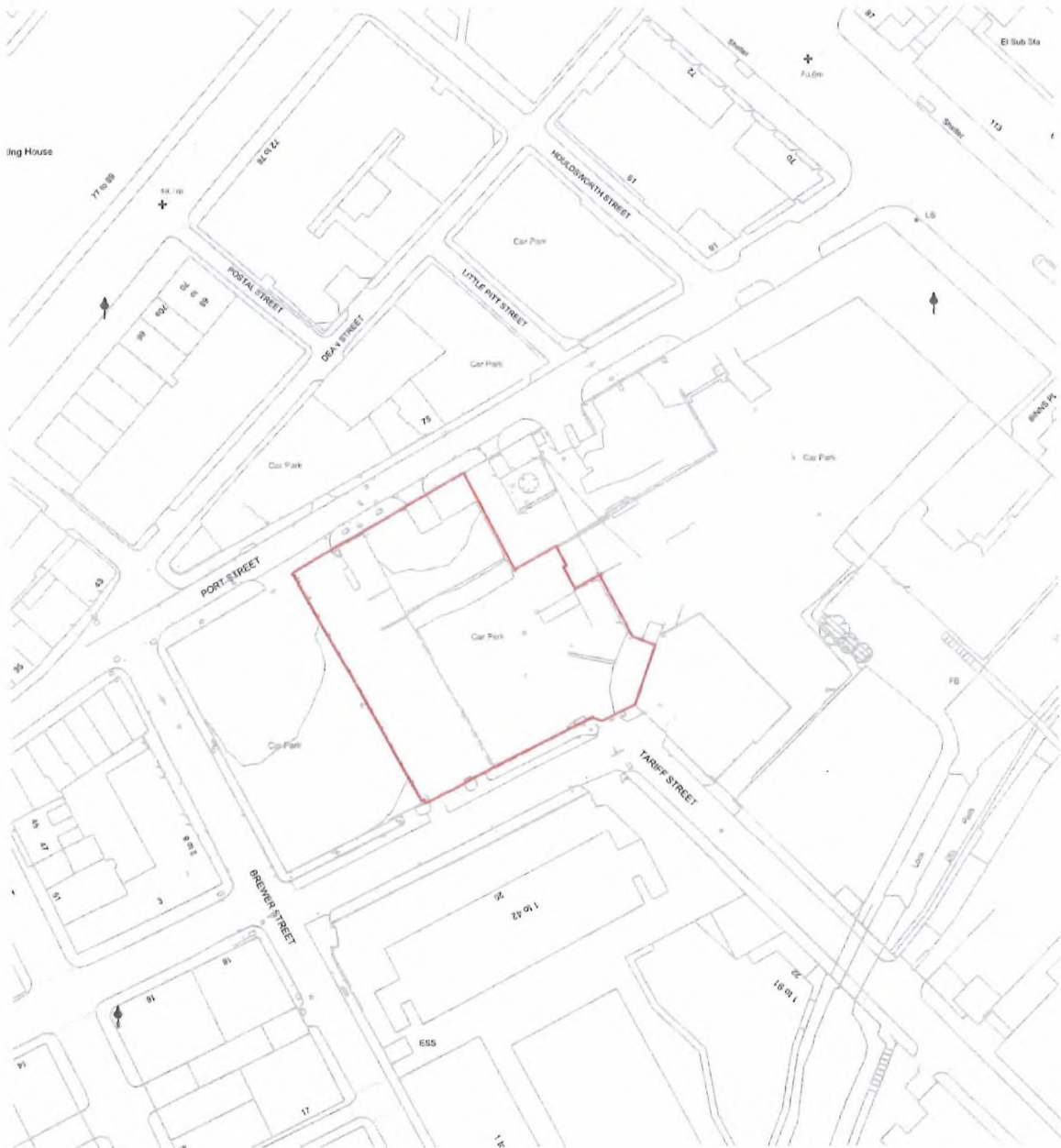
(Name of authorised person)

Witness Address

Occupation SOLICITOR

Primas Law Limited
Level 10, Tower 12
18 - 22 Bridge Street
Manchester
M3 3BZ

Appendix 1
Plan showing the location of Block 1



Block 1 Plan



REV	DESCRIPTION	DATE	BY	CHKD	DATE
P01	FIRST ISSUE	12.05.23	KM	CJG	

CG NOT SCALE OFF THIS DRAWING

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CLIENT AXIS-RE / MARCO LIVING	
PROJECT 1NQ MANCHESTER	
DOCUMENT NAME 8198-LRW-ZZ-ZZ-DR-A-00-021	
DESCRIPTION	
REVISION P01	SCALE 1:1250@ A4
LRW PROJECT NO. 8198	DATE CREATED 12.05.23
CREATED BY KM	AUTHORISED BY CJG
APPROVED BY: ☐ BUILDING REG. ☐ PLANNING ☐ FIRE/ALCOHOL ☐ APPROVAL ☐ CONSTRUCTION	

Appendix 2
Plan showing the location of Block 2

