

DATED 10th JANUARY 2023

THE COUNCIL OF THE CITY OF MANCHESTER

- and -

JERSEY WHARF DEVELOPMENTS LTD

AGREEMENT

**pursuant to section 106 of the Town and
Country Planning Act 1990 (as amended)
relating to Land Known as 66 Jersey Street Manchester**

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

THIS AGREEMENT is made the 10th day of January 2023

BETWEEN:

- (1) **THE COUNCIL OF THE CITY OF MANCHESTER** of Town Hall, Albert Square, Manchester, M60 2LA (the "**Council**"); and,
- (2) **JERSEY WHARF DEVELOPMENTS LTD** (a company registered with CRN 13228830) of Unit 5 Royal Mills, 17 Redhill Street, Manchester, M4 5BA (the "**Owner**").

BACKGROUND

- A The Council is the local planning authority for the purposes of the Act in relation to the Site and is the authority by whom the obligations hereby created are enforceable. The Council is also the freehold owner of the Site registered at the Land Registry with title absolute under title numbers GM767156, GM955604 and MAN168835 together with but subject to all matters contained or referred to in the title registers thereunder. It is agreed by the parties that the Owner's' covenant hereinafter contained shall not bind the Council. 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 has the benefit of a leasehold interest in part of the Site registered at the Land Registry with title absolute under title number MAN295271. The Owner also has the benefit of a lease dated 9 May 2022 commencing on 9th May 2022 and expiring on 25th March 3015 in relation to part of the Site pending registration at the Land Registry.
- C The Application was submitted to the Council for planning permission to carry out the Development in the manner set out in the plans, specifications and particulars forming part of the Application.
- D 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.
- E 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.
- F The Council has determined that the Development in order to comply with the Core Strategy should provide a payment of five million six hundred and sixty-nine thousand five hundred and forty-one pounds (£5,669,541) towards the provision of 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 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.

- G. The planning purpose of this Agreement is to improve the amenity of land in the locality of the Site with benefit for the occupiers of the Development and to mitigate the adverse impacts of the Development in accordance with the development plan for the area and other material considerations. The Council is satisfied that the obligations in this Agreement are,
- (a) necessary to make the Development acceptable in planning terms (including where appropriate, obligations necessary to mitigate the adverse impacts of the Development in accordance with the development plan for the area and other material considerations),
 - (b) directly related to the Development, and
 - (c) fairly and reasonably related in scale and kind to the Development.

H. The 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.

AGREED TERMS

DEFINITIONS AND INTERPRETATION

1.1 The definitions and rules of interpretation set out in this Clause apply to this Agreement. “**Act**” the Town and Country Planning Act 1990 (as amended),

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

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

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

“**Application**” the application to which the Council gave the reference 133769/FO/2022 for the erection of two, 8 storey residential buildings (Use Class C3a) with associated ground floor commercial (Use Class E) and ancillary amenity space, together with cycle and car parking, landscaping and public realm and other associated works following demolition of existing structures at the Site,

“**Architect**” PRP Croxley House 14 Lloyd Street Manchester M2 5ND,

“**Benchmark Land Value**” means one million four hundred and sixteen thousand pounds (£1,416,000) Index Linked,

“Best Endeavours” means that it is agreed by the parties hereto that the party under obligation will not thereby be required to take proceedings (including any appeal) in any court public inquiry or other hearing (unless specified to the contrary) but subject thereto and to other terms of this agreement such party will be bound to attempt to fulfil the relevant obligation by the expenditure of such effort and/or sums of money and the engagement of such professional or other advisers as in all the circumstances may be reasonable to expect, in the case of the 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,

“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,

“Calculation Date” means

- (a) where the Development is retained by the Owner as Build to Rent within twelve months of first Occupation of any Dwelling, or
- (b) where the Development is subject to a Pre-Sale or the subject of Open Market Sales on first Occupation of any Dwelling,

“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 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 PROVIDED THAT the Permitted Profit Level on the Build to Rent scheme has been achieved,

“Clawback Period” means a period of fifteen years from Completion of Construction,

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

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

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

“Disposal” means

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

by the Owner of a Dwelling and **“Disposed”** and **“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

“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 (PRS) 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,

“GDC” means gross development cost as defined in RICS Guidance or any replacement, update or amendment of the same. In addition the Council will accept in the calculation of GDC the actual costs incurred in the Development up to the time of preparation of the Viability Appraisal and such details shall be included in the Viability Appraisal provided always that any such actual costs are allowed for in the said RICS Guidance note,

“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,

“Gross Margin” means the GDV less the GDC,

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

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

“Letting” means a lease or tenancy of a Dwelling which is not a Long Lease,

“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 £6950.55 for the purpose of monitoring and reporting on the delivery of this Agreement and the Planning Obligations contained herein,

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

“Maximum Contribution” the sum of five million six hundred and sixty-nine thousand five hundred and forty-one pounds (£5,669,541) 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 Sales” means the marketing and sale of individual Dwellings within the Development disposed of at Open Market Value,

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

“Permitted Profit Level” means

(a) In the case of a Pre-Sale and/or Build to Rent when the Gross Margin is equivalent to 15% of the GDC, and,

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

“Plan” the plan attached to the Agreement,

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

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

“Practical Completion” 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,

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

“Regulations” the Community Infrastructure Levy Regulations 2010,

“Retail Price Index” twelve (12) month percentage change in the All Items Retail Price Index published by the Office for National Statistics Centre and in the Monthly Digest of Statistics (or contained in any official publication substituted therefor) or such other index as may from time to time be published in substitution therefor,

“RICS” the Royal Institution of Chartered Surveyors,

“RICS Guidance” means the RICS Assessing viability in planning under the National Planning Policy Framework 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 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 in order to determine whether and the extent to which the Development can support a requirement to provide the Viability Payment

“Viability Payment” a payment required to be made by the Owner to the Council if the Viability Appraisal shows that the Permitted Profit Level as assessed will be achieved and will be 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 shall not exceed the Maximum Contribution

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

- (a) the day on which the Council states pursuant to paragraph 3.1 of Schedule 3 that the Viability Appraisal is agreed,
- (b) the day on which the Viability Appraisal is agreed in writing between the 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 the Agreement and paragraph 4 of Schedule 3,

as the case may be,

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

1.2 The Clause headings do not affect this interpretation

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

1.4 References to any statute or statutory provision include reference to

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

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

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

1.6 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

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

3.1 This Agreement is conditional upon the grant of the Planning Permission and Commencement of Development save for the provisions of Clauses 9, 11, 15, 17, 18 and 20 which shall have immediate effect

4 CONDITION SUBSEQUENT

If the Planning Permission for the Development has not been implemented by the carrying out of a material operation in accordance with the provisions of sections 56, 91 and 93 of the Act or is revoked or modified in whole or in part (other than in approval of an application by or on behalf of the 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

5.1 The Owner on behalf of themselves 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 his part contained in this Agreement including those obligations set out in Schedule 3 and hereby agrees that the Site shall be permanently subject to the obligations, restrictions and provisions specified herein, such obligations being planning obligations for the purpose of section 106 of the Act

6 THE COUNCIL'S COVENANTS

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

7 DISPUTE RESOLUTION

7.1 In the event of any dispute arising in connection with any of the terms of this Agreement other than a dispute involving the construction or interpretation of the terms of this Agreement or the enforcement of any decision pursuant to this Clause, the same shall unless the Council and the 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 For the purpose of noting this Agreement on the titles of the Owner the Owner will on the date hereof provide the Council with completed Form AN1 (or any replacement of this form) together with either a cheque made payable to the Land Registry to cover the requisite fee or alternatively with the Owner's solicitor's completed Land Registry account key number details inserted in the form. The

Council will arrange for the AN1 (or any replacement of this form) to be registered at the Land Registry and the Owner will supply the Council with a copy of the amended registers as soon as reasonably practicable following their receipt by the Owner from the Land Registry

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

11.4 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 thereon and thereafter cancel all related entries in the register of local land charges

11.5 The costs of registration and cancellation pursuant to clauses 11.2 and 11.4 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) 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 at their registered office,

15 FEES

15.1 The Owner shall pay forthwith to the Council its legal fees reasonably and properly incurred in preparation of this Agreement,

15.2 Receipt by the Council of the payment of such sum shall not create any lawyer-client type contractual relationship between the Council and the 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 The Owner shall on the date hereof pay to the Council the Management Fee,

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 the title details recited in this Deed are complete and accurate in every respect and no other person has an 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 Dwellings comprising the Development 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

20 COMPLETION

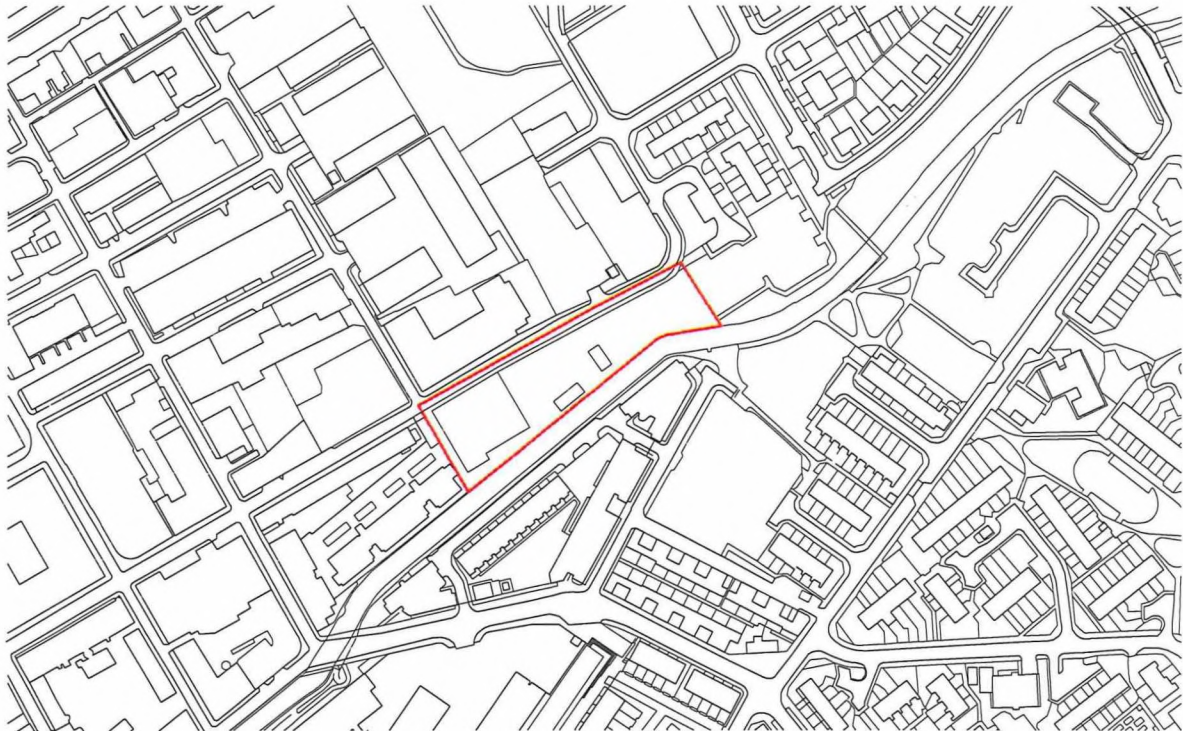
The provisions of this Agreement (other than this clause which shall be of immediate effect) shall be of no effect until this Agreement has been dated

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

SCHEDULE 1

The Site

Land known as 66 Jersey Street, Manchester and shown for the purposes of identification only edged red on the Plan



Site Location Plan
1:1250



0m 25m 50m 75m 100m

CDM REGULATIONS 2015. All current drawings and specifications for the project must be read in conjunction with the Designer's Hazard and Environment Assessment Record. All intellectual property rights reserved.



SITE BOUNDARY

Rev	Date	Description
A	24.04.2023	Issued for planning

Drawn	Checked	Date	Scale
AH	FS	05/04/22	A1

Jersey Wharf - Ancoats
(BA9225)
Site Location Plan

Project	Origin	Volume	Level	Type	Ride	Number
JWA - PRP - A1 -						

Revision	Status
A -	Planning -

PRP

SCHEDULE 2

Draft Planning Permission

Town & Country Planning Act 1990 (as amended)

Planning Permission

Applicant

Manchester Life Development Company 3
Limited
C/o Agent

Agent (if used)

Mr John Cooper
Deloitte LLP
The Hanover Building
Corporation Street
Manchester
M4 4AH

Part 1 – Particulars of the application/development

Proposal Erection of two, 8 storey residential buildings (Use Class C3a) with associated ground floor commercial (Use Class E) and ancillary amenity space, together with cycle and car parking, landscaping and public realm and other associated works following demolition of existing structures

Location 66 Jersey Street, Manchester, M4 6JW

Date of application: 13 May 2022

Application number: 133769/FO/2022

Part 2 – Particulars of decision

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

Article 35 Declaration

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

Condition(s) attached to this decision

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

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

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

Drawings

DR-A-002002-A, DR-A-002003-A, DR-A-002100-A, DR-A-002101-A, DR-A-002102-A, DR-A-002103-A, DR-A-002104-A, DR-A-002105-A, DR-A-002106-A, DR-A-002107-A, DR-A-002150-A, DR-A-002151-A, DR-A-002152-A, DR-A-002200-A, DR-A-002201-A, DR-A-002500-A and RF-DR-A-002108-A stamped as received by the City Council, as Local Planning Authority, on the 13 May 2022

DR-A-002300-B, DR-A-002301-B, DR-A-002302-B, DR-A-002303-B, DR-A-002304-B, DR-A-002400-B, DR-A-002401-B, DR-A-002402-B, DR-A-002403-B and DR-A-002404-B stamped as received by the City Council, as Local Planning Authority, on the 2 June 2022

Supporting Information

Design and Access Statement, including a schedule of accommodation and landscape strategy prepared by PRP and Planit.ie, Heritage Assessment prepared by KM Heritage, Archaeological Desk Based Assessment prepared by Salford Archaeology, Risk Assessment and Drainage Strategy prepared by Curtins, Fire Engineering Gateway One Planning Statement prepared by Hoare Lea, Environmental Standards and Energy Statement prepared by Buro Happold, Sustainability Statement prepared by Buro Happold, Acoustic Report prepared by Sandy Brown, Air Quality Assessment prepared by Hoare Lea, Phase 2 Geo-environmental Survey (including Ground Gas Assessment) prepared by E3P, Arboricultural Impact Assessment and Method Statement prepared by Tyler Grange, Biodiversity Net Gain Briefing Note prepared by Tyler Grange, Transport Statement prepared by Hydrock, Framework Travel Plan prepared by Hydrock, Waste Management and Servicing Strategy (including MCC's Waste Proforma) prepared by PRP, Framework Construction Management MLDC, Local Labour Statement MLDC Crime Impact Statement prepared by GMP, Ventilation Statement prepared by Buro Happold, Daylight and Sunlight Impact Assessment prepared by GIA, TV Reception Survey and Broadband Connectivity Assessment prepared by Pager Power, Residential Management Statement MLDC, Financial Viability Assessment prepared by Savills, Statement of Consultation prepared by Deloitte LLP and Planning Statement prepared by Deloitte LLP

The above documents were stamped as received by the City Council, as Local Planning Authority, on the 13 May 2022.

Ecology Report prepared by Tyler Grange stamped as received by the City Council, as Local Planning Authority, on the 7 July 2022

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

3) Prior to the commencement of the development, details of the method for piling, or any other foundation design using penetrative methods, for the development shall be submitted for approval in writing by the City Council, as Local Planning Authority. The approved details shall then be implemented during the construction of the development

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

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

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

5) Prior to the commencement of the development, a scheme of investigation to establish the structural condition of the canal wall on the southern boundary of the site including the extent to which any works on the site, including altering the site levels, will increase loadings on the wall and the need for any rebuilding or strengthening works as may be necessary to ensure that the structural integrity of the wall can be maintained, shall be submitted for approval in writing by the City Council, as Local Planning Authority. The work on or adjacent to the canal wash wall shall be carried out in accordance with the approved method statement.

Reason. To establish whether mitigation works are necessary in order to ensure that the development does not adversely affect the Rochdale canal by weakening the wall and to secure any mitigation works as may be required pursuant to policies SP1 and DM1 of the Manchester Core Strategy (2012)

6) Prior to the commencement of the development, a Risk Assessment and Method Statement outlining all works to be carried out adjacent to the canal has been submitted for approval in writing by the City Council, as Local Planning Authority. The details shall include:

- o demonstration that additional loads from the permanent or any temporary works, plant and machinery or storage of materials would not harm the structural integrity of the canal infrastructure,
- o provide cross sections showing the distance from the canal, hard landscaping/raised beds, and proposed buildings;
- o include the design, depth and means of construction of the foundations of the buildings, together with any other proposed earthmoving and excavation works required in connection with demolition or construction of the buildings,
- o details specifying how the canal will be protected during the works, including tree removal and include any details of how the tree roots would be treated and details of the proposed protective fencing to be erected to safeguard the waterway infrastructure during construction;
- o include the steps to be taken to prevent the discharge of silt -laden run-off, materials or dust or any accidental spillages entering the canal.

The development shall only be carried out in accordance with the agreed Risk Assessment and Method Statement for the duration of the works

Reason - To protect the structural stability of the canal infrastructure which could be adversely affected by the development and to accord with policies SP1 and DM1 of the Manchester Core Strategy (2012)

7) The development shall not commence until a detailed Construction Environment Management Plan (CEMP) has been submitted for approval in writing by the Local Planning Authority, which should include,

- A plan showing the areas of storage of plant, fuel/chemicals and materials used in constructing the development,
- Include the steps to be taken to prevent the discharge of silt-laden run-off, construction site drainage, materials or dust or any accidental spillages entering the waterway,
- details of the environmental pollution incident emergency response,
- include measures to locate, clear, remediate and permanently seal any existing drains or culverts within the application site that may discharge to the canal,
- details specifying how the waterway corridor and its users would be protected during the works and
- include any details of proposed protective fencing/netting to be erected to safeguard the waterway infrastructure during site clearance/construction

The development shall be carried out in accordance with the approved construction environmental plan.

Reason - To safeguard the adjacent canal, pursuant to policies SP1, EN9, EN19 and DM1 of the Manchester Core Strategy (July 2012).

8) Notwithstanding the Risk Assessment and Drainage Strategy prepared by Curtins stamped as received by the City Council, as Local Planning Authority, on the 13 May 2022, (a) the development shall not commence until a scheme for the drainage of surface water from that phase of the new development shall be submitted for approval in writing by the City Council as the Local Planning Authority. This shall include:

- Evidence that the rain gardens have been sized appropriately to ensure efficient lifetime functionality and no/limited flooding to the highway.
- Construction details of flow control and SuDS elements.
- Details of how the scheme shall be maintained and managed after completion and confirmation on who will be responsible for maintaining the SuDS systems..

(b) The development shall then be constructed in accordance with the approved details, within an agreed timescale.

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

9) No demolition or development shall take place until the applicant or their agents or successors in title has secured the implementation of a programme of archaeological works. The works are to be undertaken in accordance with a Written Scheme of Investigation (WSI) submitted for approval in writing by the City Council, as Local Planning Authority. The WSI shall cover the following

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

- archaeological evaluation trenching,
- pending the results of the above, a targeted open-area excavation.

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.

6. Nomination of a competent person or persons/organisation to undertake the works set out within the approved WSI

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

10) a) Notwithstanding the Phase 1 Geoenvironmental Site Assessment, Manchester Life Phase 3 (Parcel C), E3P, Reference: 13-729-R1, February 2020, Phase II Geoenvironmental Site Assessment, Land at Jersey Street, Ancoats (Parcel C), E3P, Reference: 13-350-R3, February 2020 and Ground Gas Addendum Report, Land at Jersey Street, Ancoats (Parcel C), E3P, Reference: 13-729-R3-C, April 2020 (including calibration certificates) stamped as received by the City Council, as Local Planning Authority, on the 13 May 2022, the development (except for demolition works) shall not commence until the following information has been submitted for approval in writing by the City Council, as Local Planning Authority, to identify and evaluate all potential sources and impacts of any ground contamination, groundwater contamination and/or ground gas relevant to the site

- Submission of an addendum Site Investigation and Risk Assessment Report due to insufficient coverage to date, including;

- a. Further investigation of Parcel C upon demolition of structures.
- b. Further investigation within the canal to the west of the site
- c. Additional gas monitoring.

- Submission of a Remediation Strategy

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 development.

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.

11) Notwithstanding the Framework Construction Management MLDC stamped as received by the City Council, as Local Planning Authority, on the 13 May 2022, the development shall not commence until a detailed construction management plan outlining working practices during construction have been submitted for approval in writing by the Local Planning Authority, which for the avoidance of doubt should include,

- o Display of an emergency contact number;
- o Details of Wheel Washing;
- o Dust suppression measures,
- o Compound locations where relevant;
- o Consultation with local residents/local businesses,
- o Location, removal and recycling of waste;
- o Routing strategy and swept path analysis;
- o Parking of construction vehicles and staff; and
- o Sheeting over of construction vehicles.

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

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

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

12) Prior to the commencement of the development, all material to be used on all external elevations of the development shall be submitted for approval in writing by the City Council, as Local Planning Authority. This shall include the submission of samples (including a panel) and specifications of all materials to be used on all external elevations of the development along with jointing and fixing details, window reveals and soffits, details of the drips to be used to prevent staining in, ventilation/air brick and a strategy for quality control management.

The approved materials shall then be implemented as part of the development.

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

13) The window reveals and soffits for the development shall be carried out in accordance with drawings DR-A-002400-B, DR-A-002401-B, DR-A-002402-B, DR-A-002403-B and DR-A-002404-B stamped as received by the City Council, as Local Planning Authority, on the 2 June 2022

Reason - In the interest of preserving the architectural detailing on the scheme pursuant to policies EN1 and DM1 of the Manchester Core Strategy (2012)

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

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

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

(b) Within one month prior to construction work associated with the development 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).

15) Prior to the installation of the boundary treatment, details of the boundary treatment shall for the development be submitted for approval in writing by the Council, as Local Planning Authority. The approved details shall then be implemented as part of the development and be in place prior to the first occupation of the development.

The boundary treatment shall be retained and maintained in situ thereafter and notwithstanding the provisions of the Town and Country Planning (General Permitted Development) Order 2015 (or any order revoking or re-enacting that Order with or without modification) no boundary treatment shall be erected on site, other than that shown on the approved plans.

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.

16) Prior to the first occupation of the development hereby approved, details of the implementation, maintenance and management of the sustainable drainage scheme for the development shall be submitted for approval in writing by the City Council, as Local Planning Authority.

For the avoidance of doubt the scheme shall include the following:

- Verification report providing photographic evidence of construction, and
- 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.

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

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

17) The development hereby approved shall be carried out in accordance with the Environmental Standards and Energy Statement prepared by Buro Happold stamped as received by the City Council, as Local Planning Authority, on the 13 May 2022. A post construction review certificate/statement for the development shall be submitted for approval, within a timescale that has been previously agreed in writing, to the City Council as Local Planning Authority.

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

18) Notwithstanding drawings DR-A-002100-A stamped as received by the City Council, as Local Planning Authority, on the 13 May 2022, (a) prior to any above ground works commencing, details of a hard and soft landscaping scheme (including appropriate materials, specifications) shall be submitted for approval in writing by the City Council, as Local Planning Authority.

(b) The approved scheme shall be implemented prior to the first occupation of the residential element of the development. If within a period of 5 years from the date of the planting of any tree or shrub, that tree or shrub or any tree or shrub planted in replacement for it, is removed, uprooted or destroyed or dies, or becomes, in the opinion of the local Planning Authority, seriously damaged or defective, another tree or shrub of the same species and size as that originally planted shall be planted at the same place.

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

19) (a) Prior to the first occupation of the development, details of any externally mounted ancillary plant, equipment and servicing shall be submitted for approval in writing by the City Council, as Local Planning Authority. For the avoidance of doubt, externally mounted plant, equipment and servicing shall be selected and/or acoustically treated in accordance with a scheme designed so as to achieve a rating level of 5 db (L_{aeq}) below the typical background (L_{a90}) level at the nearest noise sensitive location.

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

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

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

20) (a) Notwithstanding the Acoustic Report by Sandy Brown stamped as received by the City Council, as Local Planning Authority, on the 13 May 2022, prior to the first use of each commercial unit as indicated on drawing DR-A-002100-A stamped as received by the City Council, as Local Planning Authority, on the 13 May 2022, a scheme of acoustic insulation for the commercial units shall be submitted for approval in writing by the City Council, as Local Planning Authority.

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

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

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

21) Notwithstanding the Acoustic Report by Sandy Brown stamped as received by the City Council, as Local Planning Authority, on the 13 May 2022, prior to the first occupation of the development a scheme for acoustically insulating the proposed residential accommodation against noise from the local traffic network shall be submitted for approval in writing by the City Council, as Local Planning Authority. The approved noise insulation scheme shall be completed before the first occupation of the development.

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

Bedrooms (night time - 23.00 - 07.00) 30 dB L Aeq (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 L Aeq
Gardens and terraces (daytime) 55 dB L Aeq

(b) Prior to the first occupation of the development, a verification report will be required to validate that the work undertaken conforms to the recommendations and requirements approved as part of part (a) of this planning condition. The verification report shall include post completion testing to confirm the noise criteria has been met. In instances of non-conformity, these shall be detailed along with mitigation measures

required to ensure compliance with the noise criteria. A verification report and measures shall be agreed until such a time as the development complies with part (a) of this planning condition.

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

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

22) The development shall be carried out in accordance with the Waste Management and Servicing Strategy (including MCC's Waste Proforma) prepared by PRP and drawing DR-A-002100-A stamped as received by the City Council, as Local Planning Authority, on the 13 May 2022. The details of the approved scheme shall be implemented prior to the first use of the residential element and shall remain in situ whilst the use or development is in operation.

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

23) Prior to the first use of each of the commercial units, as indicated on drawing DR-A-002100-A stamped as received by the City Council, as Local Planning Authority, on the 13 May 2022, should fume extraction be required, details of a scheme to extract fumes, vapours and odours from that commercial unit shall be submitted for approval in writing by the City Council, as Local Planning Authority. The approved scheme shall then be implemented prior to the first occupation of the commercial units and thereafter retained and maintained in situ.

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

24) Prior to the first use of each of the commercial units as indicated drawing DR-A-002100-A stamped as received by the City Council, as Local Planning Authority, on the 13 May 2022, details of any roller shutters to the ground floor of that commercial unit shall be submitted for approval in writing by the City Council, as Local Planning Authority. The shutters shall be fitted internally to the premises. The approved details shall be implemented prior to the first occupation of each commercial unit and thereafter retained and maintained in situ.

Reason - To ensure that the roller shutters are appropriate in visual amenity terms pursuant to policies SP1, EN1 and DM1 of the Manchester Core Strategy (2012).

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

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

26) If any lighting at the development hereby approved, when illuminated, causes glare or light spillage which in the opinion of the Council as local planning authority causes detriment to adjoining and nearby residential properties, within 14 days of a written request, a scheme for the elimination of such glare or light spillage shall be submitted to the Council as local planning authority and once approved shall thereafter be retained in accordance with details which have received prior written approval of the City Council as Local Planning Authority.

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

27) Deliveries, servicing and collections including waste collections shall not take place outside the following hours.

Monday to Saturday 07.30 to 20:00

Sundays (and Bank Holidays): No deliveries/waste collections

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

28) The commercial units hereby approved, as indicated on drawing DR-A-002100-A stamped as received by the City Council, as Local Planning Authority, on the 13 May 2022, shall not be open outside the following hours:-

Monday to Saturday 08:00 to 23:30

Sundays (and Bank Holidays): 10:00 to 22:00

There shall be no amplified sound or any amplified music at any time within the unit.

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.

29) Prior to the first use of the external landscaped areas around the development as indicated on drawing DR-A-002100-A stamped as received by the City Council, as Local Planning Authority, on the 13 May 2022, an operational management strategy shall be submitted for approval in writing by the City Council, as Local Planning Authority.

The Operating Schedule shall contain the following details

a. A scaled layout plan showing the proposed seating area, including layout of furniture and demarcation of the area,

- b. Full details of the measures proposed to ensure that the proposed seating area is fully accessible by disabled people,
- c. Details of the proposed furniture, including any barriers,
- d. A detailed management strategy that includes information on how the proposed external seating area would be managed in terms of potential noise disturbance, additional movement and activity, litter and storage of furniture at night (including no use of amplified music),
- e. days and hours of operation.

The approved plan shall be implemented upon first use of the development and thereafter retained.

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

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

30) The commercial units as shown on drawing DR-A-002100-A stamped as received by the City Council, as Local Planning Authority, on the 13 May 2022, shall remain as separate units and shall not be sub divided or amalgamated without the benefit of planning permission being secured.

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

31) The commercial units, as indicated on DR-A-002100-A stamped as received by the City Council, as Local Planning Authority, on the 13 May 2022, can be occupied as Use Class E (excluding convenience retail and a gymnasium) and for no other purpose of The Town and Country Planning (Use Classes) Order 1987 (or any order revoking and re-enacting that Order with or without modification). The first use of the commercial unit to be implemented shall thereafter be the permitted use of that unit

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

32) Notwithstanding the provisions of the Town and Country Planning (General Permitted Development) (England) Order 2015 (as amended) (or any order revoking and re-enacting that Order with or without modification) no part of the development shall be used for any purpose other than the purpose(s) of Class C3(a) of the Schedule to the Town and Country Planning (Use Classes) Order 1987 (as amended) (or in any provision equivalent to that Class in any statutory instrument revoking and re-enacting that Order with or without modification). For the avoidance of doubt, this does not preclude two unrelated people sharing a property

Reason - In the interests of residential amenity, to safeguard the character of the area and to maintain the sustainability of the local community through provision of

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

33) 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.

34) The development shall be carried out in accordance with the Crime Impact Statement prepared by Design for Security at Greater Manchester Police stamped as received by the City Council, as Local Planning Authority, on the 13 May 2022. The development shall only be carried out in accordance with these approved details. Prior to the first occupation of the development, the Council as Local Planning Authority must acknowledge 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.

35) The development hereby approved shall be carried out in accordance with the Framework Travel Plan stamped as received by the City Council, as Local Planning Authority, on the 13 May 2022.

In this condition a Travel Plan means a document which includes:

- i) the measures proposed to be taken to reduce dependency on the private car by those living at the development;
- ii) a commitment to surveying the travel patterns of residents/staff during the first three months of the first use of the building and thereafter from time to time
- iii) mechanisms for the implementation of the measures to reduce dependency on the private car
- iv) measures for the delivery of specified Travel Plan services
- v) measures to monitor and review the effectiveness of the Travel Plan in achieving the objective of reducing dependency on the private car

Within six months of the first occupation of the development, a Travel Plan for the development which takes into account the information about travel patterns gathered pursuant to item (ii) above shall be submitted for approval in writing by the City Council as Local Planning Authority. Any Travel Plan which has been approved by the City

Council as Local Planning Authority shall be implemented in full at all times when the development hereby approved is in use.

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

36) Prior to the first occupation of the residential element, the 190 space cycle store shall be implemented in accordance with DR-A-002100-A stamped as received by the City Council, as Local Planning Authority, on the 13 May 2022 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).

37) Prior to the first occupation of the residential element of the development hereby approved, the two disabled car parking spaces, as indicated on drawing DR-A-002100-A stamped as received by the City Council, as Local Planning Authority, on the 13 May 2022 shall then be implemented, made available and remain in situ for as long as the development remains in use.

Reason - To ensure sufficient disabled car parking is available for disabled occupants of the development pursuant to policies SP1, T1, and DM1 of the Manchester Core Strategy (2012)

38) Prior to the first occupation of the residential element of the development, a scheme of highway works and details of footpaths reinstatement/public realm for the development shall be submitted for approval in writing by the City Council, as Local Planning Authority.

For the avoidance of doubt this shall include the following.

- Footway reinstatement including provision of street trees and tactile paving to Jersey Street. These footway improvements/reinstatement works shall include details of materials (including the use of high quality material including natural stone where appropriate and in line with the Poland Street Zone Public Realm Strategy (2022),
- Dropped crossings to facilitate entrance to the car parking spaces
- Introduction of Traffic Regulation Orders to the south side of Jersey Street to prohibit parking and allow loading/unloading, and
- Introduction of Traffic Regulation Order to introduce No Loading restrictions on the bend on the southern side of Jersey Street in the interest of safe transit of passing vehicles.

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

39) Notwithstanding the TV Reception Survey, stamped as received by the City Council, as Local Planning Authority, on the 13 May 2022, within one month of the practical

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

Reason - To provide an indication of the area of television signal reception likely to be affected by the development to provide a basis on which to assess the extent to which the development during construction and once built, will affect television reception and to ensure that the development at least maintains the existing level and quality of television signal reception - In the interest of residential amenity, as specified in policy DM1 of Core Strategy.

40) Prior to the first occupation of the residential element, the installation 2 7kw fast charging electric car charging points to the disabled bays, as shown on drawing DR-A-002100-A stamped as received by the City Council, as Local Planning Authority, on the 13 May 2022, shall be implemented and remain available for as long as the development is in.

Reason - In the interest of air quality pursuant to policies SP1 and EN16 of the Manchester Core Strategy (2012).

41) Prior to the first occupation of the development hereby approved, details of bird and bat boxes to be provided (including location and specification) for the development shall be submitted for approval in writing by the City Council, as Local Planning Authority. The approved details shall then be implemented within a timescale to be agreed in writing with the City Council, as Local Planning Authority.

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

42) 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.

43) 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).

44) All windows at ground level with the exception of the WC and, unless shown otherwise on the approved drawings detailed in condition 2, 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.

45) The development hereby approved shall include for full disabled access to be provided to the internal courtyard and communal walkways and via the main entrances and to the floors above.

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

46) No doors to commercial units (other than those designated as fire exits) shall open outwards onto adjacent pedestrian routes on Jersey Street.

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

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

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

48) No development other than Enabling Works as set out below

1. Site hoarding
2. Site clearance (including demolition of the existing buildings) and vegetation removal
3. Archaeological investigation works
4. Site remediation
5. Site investigation

shall be carried out pursuant to this permission if the contract for the construction and completion of the building hereby permitted has not been let by 18 months post decision notice date and evidence provided to the reasonable satisfaction of the City Council, as Local Planning Authority.

b) Should the construction contract not have been let with suitable evidence provided to the LPA by 18 months post decision notice date, any development activities on the site shall cease and no further development permitted by this planning permission shall be carried out. In this event, no later than 18 months post decision notice date, a scheme shall be submitted to the City Council, as Local Planning Authority, setting out how the site shall be landscaped and maintained and thereafter the site shall be landscaped and managed in accordance with the scheme that has

been approved by the City Council, as Local Planning Authority. The approved scheme shall be implemented within two months of approval.

Reason - In the interest of visual amenity of the conservation area pursuant to policies SP1, EN3 and DM1 of the Manchester Core Strategy (2012).

Informatives

Building Regulations 2010

This permission does not grant approval under Building Regulations.

Street Naming & Numbering Requirements

Manchester City Council is responsible for allocating street naming and numbering within Manchester for new developments or property conversions. Individuals or businesses are not permitted to allocate their own property numbers, building or street names.

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

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

You can apply online at the following address:

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

Mining Information

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

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

Regarding S278 agreements a deposit is required to begin an application, additional costs will be payable and are to be agreed with S278 team. A S278 is required for works to the adopted highway, minimum standard S278 technical approval timescale is between 4-6 months, TRO's can take 10-12 months. An independent 'Stage 2' Road Safety Audit will be required and the design may require changes if any issues are raised with all costs attributable to the Developer.

You should ensure that the proposal is discussed in full with Building Control to ensure they meet with the guidance contained in the Building Regulations for fire safety. Should it be necessary to change the development due to conflicts with Building Regulations, you should also discuss the changes with the Planning team to ensure they do not materially affect your permission.

The applicant/developer is advised to contact the Canal & River Trust Infrastructure Services Team on 01782 779909 or email Enquiries.TPWNorth@canalrivertrust.org.uk in order to ensure that any necessary consents are obtained and the works comply with the Canal and River Trust Code of Practice affecting the Canal and River Trust to ensure the water ways are protected and safeguarded.

The applicant/developer is advised to contact the Canal & River Trust Utilities Team at utilitiesenquiry@canalrivertrust.org.uk to discuss the acceptability of discharging surface water from the site to the adjacent canal in order to ensure that any necessary consents are obtained. Please be advised that the Trust is not a land drainage authority, and such discharges are not granted as of right- where they are granted, they will usually be subject to completion of a commercial agreement.

DRAFT DECISION

Date.

Notes

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

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

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

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

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

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

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

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

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

Appendix A



**The Coal
Authority**

Any Planning Enquiries should be directed to:

Planning and Local Authority Liaison

Telephone: 01623 637 119

Email: planningconsultation@coal.gov.uk

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

STANDING ADVICE - DEVELOPMENT LOW RISK AREA

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

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

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

DRAFT

SCHEDULE 3

THE OWNER'S GENERAL COVENANTS

The Owner hereby covenants with the Council as follows

- 1 To notify the Council in writing within five (5) Working Days of Commencement of Development that development has Commenced

VIABILITY REVIEW AT CALCULATION DATE AND VIABILITY PAYMENT

- 2 Within ten (10) Working Days of the Calculation Date
 - 2 1 to confirm the Method of Disposal and the relevant Permitted Profit Level to the Council in writing, and
 - 2 2 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
- 3 Within forty (40) 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
 - 5 1 the GDV,
 - 5 2 the GDC,
 - 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
 - 6 1 1 the Viability Payment (if any), and
 - 6 1 2 the Viability Assessment Fee

PROVIDED ALWAYS that the Viability Payment and the aggregate of any Clawback does not exceed the Maximum Contribution,

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

RETENTION AS BUILD TO RENT

- 7.1 Where the Method of Disposal is Build to Rent the Owner shall deliver the Dwellings comprising the Development for the private rental market as a Build to Rent scheme and to retain ownership of the whole Development 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 the 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

RETENTION OF ARCHITECT

- 8.1 The Owner shall use Best Endeavours to continue to employ the Architect as the lead architect throughout the Construction Period and until Practical Completion of the Development PROVIDED THAT the Architect 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 Best Endeavours to appoint a replacement Architect of a similar calibre and reputation as soon as reasonably practicable and shall thereafter notify the Council of the identity of the replacement architect immediately thereafter

SCHEDULE 4

The COUNCIL'S COVENANTS

The Council hereby covenants with the Owner as follows

- 1 To use any Viability Payment and Clawback towards the provision of Affordable Housing within the Administrative Boundaries of Manchester and for no other purpose
- 2 At the written request of the 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 Viability Payment and the Clawback within 20 Working Days of a written request to do so from the party/person who made the payment to the Council
- 4 To repay to the paying party such sum or sums remaining from the Viability Payment and Clawback as have not been expended in accordance with paragraph 1 of this Schedule 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 known as 66 Jersey Street, Manchester.

£

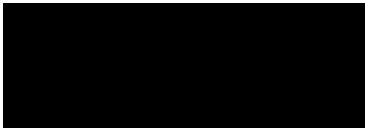
Permitted Profit Level – based upon 20% of GDV of Open Market Value	£
Permitted Profit Level – based upon 15% of GDC of Pre-Sale Element	£
Permitted Profit Level – based upon 15% of GDC on Build to Rent	£
All in build cost – [Includes (but not limited to) - House Build (Superstructure), Plot Costs (Incl. Substructure), Infrastructure, Overheads and Prelims, operating costs, sales incentives]	£
Schedule of abnormals TBA	£
Contingency on build costs and abnormals TBA	£
Professional fees on build costs and abnormals TBA	£
Sales and Marketing Costs TBA	£
Section 106 payments TBA	£
Finance cost of TBA	£
Interest cost on Deposits - TBA	£
Tax Relief - TBA	-£
Agreed Land Value (The Lower of 1). Benchmark Land Value set at Planning Consent Stage of £1,416,000 or 2). Actual Land Value – to be evidenced)	£
Agreed Stamp Duty - TBA	
Agreed Site Legal & Agents Fees @ 1.5% of Land Value	
TOTAL GROSS DEVELOPMENT COSTS (GDC)	
Gross Margin = GDV - GDC	
VIABILITY PAYMENT – xxxxx	

NB – Viability Payment Cannot Exceed £5,669,541.00

The Headings in the Viability Template are not exhaustive

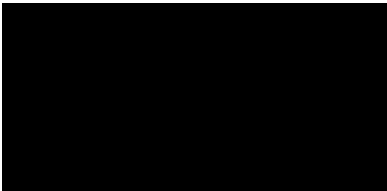
THE COMMON SEAL of THE COUNCIL OF THE
CITY OF MANCHESTER was hereunto affixed in
pursuance of an Order of the Council of the said City:

01118598



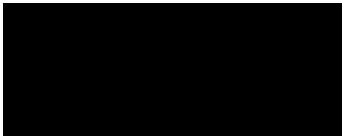
AUTHORISED SIGNATORY

EXECUTED as a DEED by
JERSEY WHARF DEVELOPMENTS
LTD



acting by one Director
in the presence of:

Witness signature



Print name: Patricia Risi

Address: 200 Park Avenue, New York, NY 10166

Occupation: Executive Assistant