

DATED 25th AUGUST 2020

THE COUNCIL OF THE CITY OF MANCHESTER

- and -

FORSHAW LAND AND PROPERTY GROUP LTD

- and -

FG VICTORIA HOUSE LTD

-and-

STEPHEN TURNER

- and -

ROY TURNER

- and -

MANCHESTER SAFETY DEPOSIT CENTRE LIMITED

AGREEMENT

pursuant to Section 106 Town and Country Planning Act 1990
relating to Victoria House, Great Ancoats Street, Manchester
Application No 122000/FO/2018

City Solicitor
Manchester City Council
P O Box 532
Town Hall
Albert Square
Manchester M60 2LA
L/AF/EVD3001/3754

THIS AGREEMENT is made the 25th day of August 2020
BETWEEN:-

- (1) **THE COUNCIL OF THE CITY OF MANCHESTER** of Town Hall, Albert Square, Manchester ("the Council"), and
- (2) **FORSHAW LAND AND PROPERTY GROUP LTD** (Company Registration Number 06722514) of 14 Wood Street, Bolton, Lancashire, BL1 1DY ("the Applicant"); and
- (3) **STEPHEN TURNER** care of Myersons Solicitors LLP, 27-33 Regent Road, Altrincham WA14 1RX ("Owner 1"); and
- (4) **ROY TURNER** care of Myersons Solicitors LLP, 27-33 Regent Road, Altrincham WA14 1RX ("Owner 2"); and
- (5) **MANCHESTER SAFETY DEPOSIT CENTRE LIMITED** (Company Registration Number 08210211) of Security House, 25 Addington Street, Manchester M4 5EU ("Lessee")
- (6) **FG VICTORIA HOUSE LTD** (Company Registration Number 10560874) of 14 Wood Street, Bolton, Lancashire, BL1 1DY ("the Developer")

BACKGROUND

- A The Council is the local planning authority for the purposes of the Act in relation to the Site and is the authority by whom the obligations hereby created are enforceable. The Development will be carried out on the Site. The Site is situated within the Administrative Boundaries of Manchester and this planning obligation is enforceable by the Council.
- B Owner 1 and Owner 2 are the registered proprietors with title absolute of the freehold of the Site registered under title number GM410911 together with but subject to all matters contained or referred to in the title registers thereunder.
- C The Lessee is the registered proprietor of the leasehold interest of the Site registered under title number MAN252358 together with but subject to all matters contained or referred to in the title registers thereunder.
- D The Applicant has submitted the Application to the Council for planning permission to carry out the Development in the manner set out in the plans, specifications and particulars forming part of the Application.

- E The Council as local planning authority is satisfied that the Development is such as may be approved by the Council under the Act and is minded to grant planning permission for the Development in accordance with the Application but having considered the Local Plan and the Regulations is desirous of the Owner entering into this Agreement without which planning permission would not be granted.
- F The Owner and the Developer and the Lessee have agreed to enter into this Agreement in support of the Application so as to create planning obligations in favour of the Council pursuant to section 106 of the Act and to be bound by and observe and perform the covenants hereinafter contained.
- G The Council has determined that the Development in order to comply with the Core Strategy will support the payment of three million, seven hundred and fifty two thousand, five hundred and ninety five pounds (£3,752,595) for the Affordable Housing Contribution. However the Owner and Developer have submitted evidence demonstrating that there are viability issues affecting the development of the Site and the Council has accepted and published viability documentation in support of this contention. The Council has accepted that at the date of this Agreement without flexibility in its approach to impose obligations on this development and agreement subject to reappraisal of viability at agreed intervals to require the payment of the **Maximum Contribution** to enable the implementation of the Development is not viable. The Council has agreed that no part of the **Maximum Contribution** is due on Commencement of Development. The Owner has agreed to undertake the Early Stage Review on the second anniversary of the date of the Planning Permission provided that Development has Commenced by this date and has also agreed to undertake the Late Stage Viability Review on the Completion of Construction of 100% of the Dwellings.
- H The planning purpose of this Agreement is to bring the Application in line with national and local policy without which the Application would be refused. The Council is satisfied that the obligations in this Agreement are;
- (a) necessary to make the Development acceptable in planning terms (including where appropriate, obligations necessary to mitigate the adverse impacts of the Development in accordance with the development plan for the area and other material considerations);
 - (b) directly related to the Development, and
 - (c) fairly and reasonably related in scale and kind to the Development
- I The Owner and the Developer and the Lessee have agreed to enter into this Agreement in support of the Application so as to create planning obligations in favour of the Council

pursuant to section 106 of the Act and to be bound by and observe and perform the covenants hereinafter contained

- J If any time hereafter the Council adopts CIL under the Regulations and a levy becomes chargeable against the Development or any part of it then so far as it is lawful to do so that amount may be added subject still to the agreement that no sum total shall exceed the Maximum Contribution payable by the Owner.

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 by the Planning and Compensation Act 1991 and the Planning and Compulsory Purchase Act 2004 and the Planning Act 2008,

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

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

“**Affordable Housing Contribution**” shall mean the sum of three million, seven hundred and fifty two thousand, five hundred and ninety five pounds (£3,752,595) contribution towards the provision of Affordable Housing within the Administrative Boundaries of Manchester in accordance with policy PA1 of the Core Strategy;

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

“**Anticipated Date of Completion of Construction**” means the date upon which the Owner anticipates that the Completion of Construction of the 100% of Dwellings referred to in this Agreement shall take place;

“**Application**” the application to which the Council gave the reference 122000/FO/2018 for planning permission for the demolition of existing building and erection of a residential tower (use class c3) with commercial space (use class a1, a2, a3, a4 and d1), associated shared amenity spaces, cycle parking, recycling and refuse bin storage, associated plant and public realm,

“**Calculation Date**” shall be upon the Second Calculation Date or (if there has been a Commencement of Development before the First Calculation Date) the First Calculation Date, as the context permits,

“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;

“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 demolition, site clearance, remediation works, environmental or archaeological investigations, site and soil surveys, erections of contractors work compound, erection of site office, erection of fencing to site boundaries, marking of site boundaries and laying out of access roads and services shall for the purposes of the agreement be deemed not to be material operations and **“Commence”**, **“Commencement”** and **“Commenced”** shall be construed accordingly Commencement will be deemed to have taken place whether it takes place on the Site or on the land adjacent to the Site,

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

“Connected Persons” shall have the meaning in s252 Companies Act 2006;

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

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

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

“Early Stage Review” the Viability Appraisal which the Owner shall submit to the Council on the First Calculation Date provided that Development has Commenced by this First Calculation Date.

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

“First Calculation Date” shall be the date which falls on the second year anniversary of the date of the Planning Permission,

“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, and including a commitment to purchase the Development or relevant part to it 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 on the open market to an individual person or individual persons will not be classed as a Forward Funding Arrangement,

“Forward Sale” the committed sale and purchase of 50 % (fifty percent) or more of the Dwellings in any one transaction on agreed terms at a future date as evidenced by binding legal documents which are unconditional as to the sale of the whole or part of the completed Development and the requirement to undertake the construction of the Development and which detail (without limitation) payments made on completion of the sale of the whole or part of the completed Development and during the construction and on completion of the Development;

“GDC” means gross development cost as defined in Appendix F of the RICS guidance note 1st edition entitled “Financial viability in planning” and assigned reference GN 94/2012 or any replacement, update or amendment of the same agreed or determined pursuant to Schedule 3. 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 Appendix F of the RICS guidance note;

“GDV” means Gross development value as defined in Appendix F of the RICS guidance note 1st edition entitled “Financial viability in planning” and assigned reference GN 94/2012 or any replacement, update or amendment of the same together agreed or determined pursuant to Schedule 3 together with (to the extent not liable to clawback and in so far as the law allows) the value of any grant funding/public subsidy received in respect of the Development and as further provided for in this definition (subject to the proviso at the end of this definition)

- a) In respect of Dwellings, other units of occupation and/or land disposed of prior to the Preparation Date the Council will accept as the calculation of GDV in respect of those

Dwellings, other units of occupation and/or land the actual monies (net of VAT if relevant) received from such disposals provided that the Council will not take into account sale prices from sales made by a person who has acquired Dwelling(s) and/or any other unit(s) of occupation and/or land from the Owner of its Mortgagee in either case on an arm's length basis (in the context of each particular sale) up to the Preparation Date,

- b) In respect of any Dwelling(s) other unit(s) of occupation and/or land which are not disposed of prior to the Preparation Date but are the subject of a contract(s) or agreement(s) for disposal or has/have been sold 'subject to contract' the Council will accept as the calculation of GDV in respect of those Dwellings, other units of occupation and/or land the purchase price(s) or premium(s) under each relevant contract or agreement or the 'subject to contract' price agreed for each of those Dwellings other units of occupation and/or land (net of VAT if relevant),
- c) In respect of Dwellings and/or other units of occupation which have not been disposed of (and are not the subject of a contract or agreement(s) for disposal and have not been sold 'subject to contract' prior to the Preparation Date the GDV of the Dwellings shall be the higher figure of,
 - i. The gross development value as defined in paragraph 011 (reference 10-011-20180724) of the NPPG headed "Viability" (as the same may be amended or any replacement thereof); and
 - ii Their advertised prices as detailed in advertisements made from time to time as part of any sales and marketing strategy in respect of them and if more than one price for a Dwelling or other unit of occupation has been advertised shall mean the price as advertised in the advertisements issued closest to the Preparation Date
- d) In respect of Dwellings or other units of occupation which are the subject of leases (other than Long Leases) or agreements for lease (other than Long Leases) at the Preparation Date the Council will accept as part of the calculation of GDV the Open Market Value of those let Dwellings and/or other units of occupation
PROVIDED THAT where in the reasonable opinion of the Council a Dwelling other unit of occupation and/or land which has been disposed of to a Connected Person has not been disposed of at or at greater than its Open Market Value then (unless the disposal is to a Connected Person who is a management company with or to have responsibility for the communal areas and/or facilities in respect of the Development or part(s) of it other than where such disposal constitutes a ground rent investment) the Council may opt in writing to substitute the Open Market Value of the

relevant Dwelling or other unit of occupation and/or land in place of the actual monies received;

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

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

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

“Late Stage Review” the Viability Appraisal which the Owner shall submit to the Council on the Second Calculation Date.

“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” a lease for not less than 125 (one hundred and twenty five) years granted at a premium without reservation of a rack rental,

“Management Fee” shall mean 15 % of the planning application fee being the sum of £6,265 65 (six thousand, two hundred and sixty five pounds and sixty five pence) to be used for the purpose of management and monitoring of this Agreement and the Planning Obligations contained herein

“Maximum Contribution” the sum of the maximum sum of three million, seven hundred and fifty two thousand , five hundred and ninety five pounds (£3,752,595) Index Linked;

“Mortgagee” any person who shall provide or shall agree to provide finance to the Owner to assist the Development and who shall take a mortgage or charge over the Site or part of it whether or not with other land or assets,

“NPPF” the National Planning Policy Framework issued in July 2018 and updated in February 2019 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 Value” 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 entitled “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 or other units of occupation which are the subject of leases (other than Long Leases) or agreements for lease (other than Long Leases) at the Preparation Date where the Council will accept the market value of those Dwellings and/or other units of occupation, as determined by the application of an investment valuation method generally accepted at the Preparation Date to be appropriate to the valuation of properties of similar types to those Dwellings and/or other units of occupation using an appropriate capitalisation factor to ascertain the market rental income for each such Dwelling and other unit of occupation,

“Owner” shall mean Owner 1 and Owner 2;

“Plan” the plan attached to the Agreement,

“Planning Obligations” shall mean the obligations of the Owner and the Developer 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;

“Preparation Date” the date of preparation of the relevant Viability Appraisal;

“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 and if there shall have been more than one Forward Sale or Forward Funding Arrangement or Private Rental Sector Forward Funding Arrangement (unless that Forward Sale, Forward Funding Arrangement or Private Rental Sector Forward Funding Arrangement relates to a sale to or arrangement with a Connected Person) in relation to the whole or same part of the Development (or Development Site) means the First Forward Sale or Forward Funding Arrangement or Private Rental Sector Forward Funding Arrangement on an arms length basis (in the context of each particular sale or arrangement)

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

“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;

“Profit Level” means in the case of a Pre Sale when the Gross Margin is equivalent to 15% of the GDV and in all other cases is when the Gross Margin is equivalent to 20% of the GDV;

“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,

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

“Second Calculation Date” shall be the date of the Completion of Construction of 100% of the Dwellings,

“Stakeholder” shall mean the City Treasurer and her authorised officer’s,

“Stakeholder Account” shall mean the account held by the Council’s City Treasurer and her authorised officers at Barclays Bank plc in which monies paid under the Planning Obligations are held;

“Viability Appraisal” a written appraisal in the form set out in Schedule 5 to assess the Gross Margin required to be provided on each 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 first edition of the Guidance Note published in August 2012 by the Royal Institution of Chartered Surveyors titled “Financial Viability in Planning” or any amendment, update or replacement of the same,

“Viability Assessment Fee” the sum up to a maximum of ten thousand pounds (£10,000) plus VAT for both the Early Stage Review and the Late Stage Review 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 Profit Level as assessed will be achieved and will be the amount by which the Gross Margin exceeds the Profit Level PROVIDED THAT the Viability Payment or (if relevant) Viability Payments when added together shall be required to be no more than the Maximum Contribution The Viability Payment will be payable within the timescale and in the circumstances set out in the provisions contained in Schedule 3 and Schedule 4,

“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 Developer 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, limited liability partnerships, limited partnerships 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, 19 and 21 which shall have immediate effect

4 CONDITION SUBSEQUENT

If the Planning Permission for the Development has not been Commenced or is revoked or modified in whole or in part (other than in approval of an application by or on behalf of either of the Owner or the Developer) 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 covenant with the Council so as to bind the Site to fully observe and perform the obligations on their part contained in this Agreement including those obligations set out in Schedule 3 and hereby agree that the Site shall be subject to the obligations, restrictions and provisions specified herein, such obligations being planning obligations for the purpose of section 106 of the Act until such time as they are discharged and or formally recorded as such.

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 Council or the Owner shall give notice to the other within 30 (thirty) Working Days of its becoming aware of such a dispute, which shall unless the Council and the Owner otherwise agree referred to an Expert or in relation to the Viability Appraisal 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 required within 30 (thirty) Working Days of his appointment such decision to be accepted by the Council and Owner as 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 within 30 (thirty) Working Days of his appointment 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 Developer agrees with the Council to give the Council written notice within 10 (ten) Working Days of any change in ownership of any of its interest in the Site occurring before all the obligations under this Agreement have been discharged such notice to give details of the

transferee's full name and registered office (if a company or usual address if not) together with (unless the purchase relates to the entirety of the Site) the area of the Site or unit of occupation purchased by reference to a plan.

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

9.3 The obligations in this Agreement shall not be enforceable against a) any owners or tenants of the Dwellings constructed pursuant to the Planning Permission nor against their mortgagees or chargees nor against those deriving title from them or (b) any Mortgagee nor b) against their Mortgagee unless and until it becomes a mortgagee in possession of the Site or any part of it.

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 registered under title numbers GM410911 at the Land Registry 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 and at the Land Registry.

11.5 The costs of registration and cancellation pursuant to clauses 11.3 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 and Developer respectively at their last known addresses;

15 FEES

15.1 The Developer shall upon completion of this Agreement pay to the Council its legal fees reasonably and properly incurred in preparation of this agreement to a maximum figure of five thousand , six hundred and ninety two pounds and fifty pence (£5,692 50);

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 Developer nor absolve the Developer from any liability or obligation imposed upon them by the terms of this Agreement or by statute or at common law,

15.3 When submitting the Early Stage Viability Appraisal the Owner shall pay to the Council the Viability Assessment Fee within 10 (ten) 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. JURISDICTION

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

18 COMPLETION

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

19. COUNTERPARTS

This Agreement may be executed in any number of counterparts and by the different Parties in different counterparts each of which when executed and delivered shall be deemed to constitute one and the same instrument Each Party agrees that the delivery of this Agreement by electronic transmission, including copies of the executed signature pages via pdf, shall have the same force and effect as delivery of original signatures and that each Party may use such copies of the executed signature pages as evidence of the execution and delivery of this Agreement by all Parties

20 MISCELLANEOUS PROVISIONS

- 20.1. Nothing herein contained or implied shall prejudice or affect the rights, powers, duties and obligations of the Council in exercise of its functions as a local planning authority and the rights, powers, duties and obligations of the Council under all public and private statutes, byelaws, orders and regulations may be fully and effectually exercised in relation to the Site or any part thereof and any works executed thereon as if this Agreement had not been executed by the Council
- 20 2. No failure or delay by the Council to exercise any right, power or remedy will operate as a waiver of it nor will any partial exercise preclude any further exercise of the same, or of some other right, power or remedy.
- 20.3 If any provision of this Agreement shall be prohibited by or adjudged by a court to be unlawful, void or unenforceable such provision shall to the extent required be severed from this Agreement and rendered ineffective as far as possible without modifying the remaining provisions of this Agreement and shall not in any way affect any other circumstances or the validity or enforcement of this Agreement.

20.4. Any approval given by the Council under this Agreement or for the purposes of this Agreement shall not be deemed to be approval for any other purpose whatsoever.

20.8. All acts required to be undertaken by the Owner or Developer under this Agreement or as incidental to this Agreement shall in all respects be at the cost of the Owner.

21. INDEMNITY

21.1 The Developer covenants with Owner 1 and Owner 2 and the Lessee that the Developer shall indemnify Owner 1 and Owner 2 and the Lessee against all liabilities, proceedings, costs, claims, demands and expenses) suffered or incurred by Owner 1 or Owner 2 or the Lessee arising out of or in connection with any breach or negligent performance or non-performance of this Agreement and/or the enforcement of this Agreement

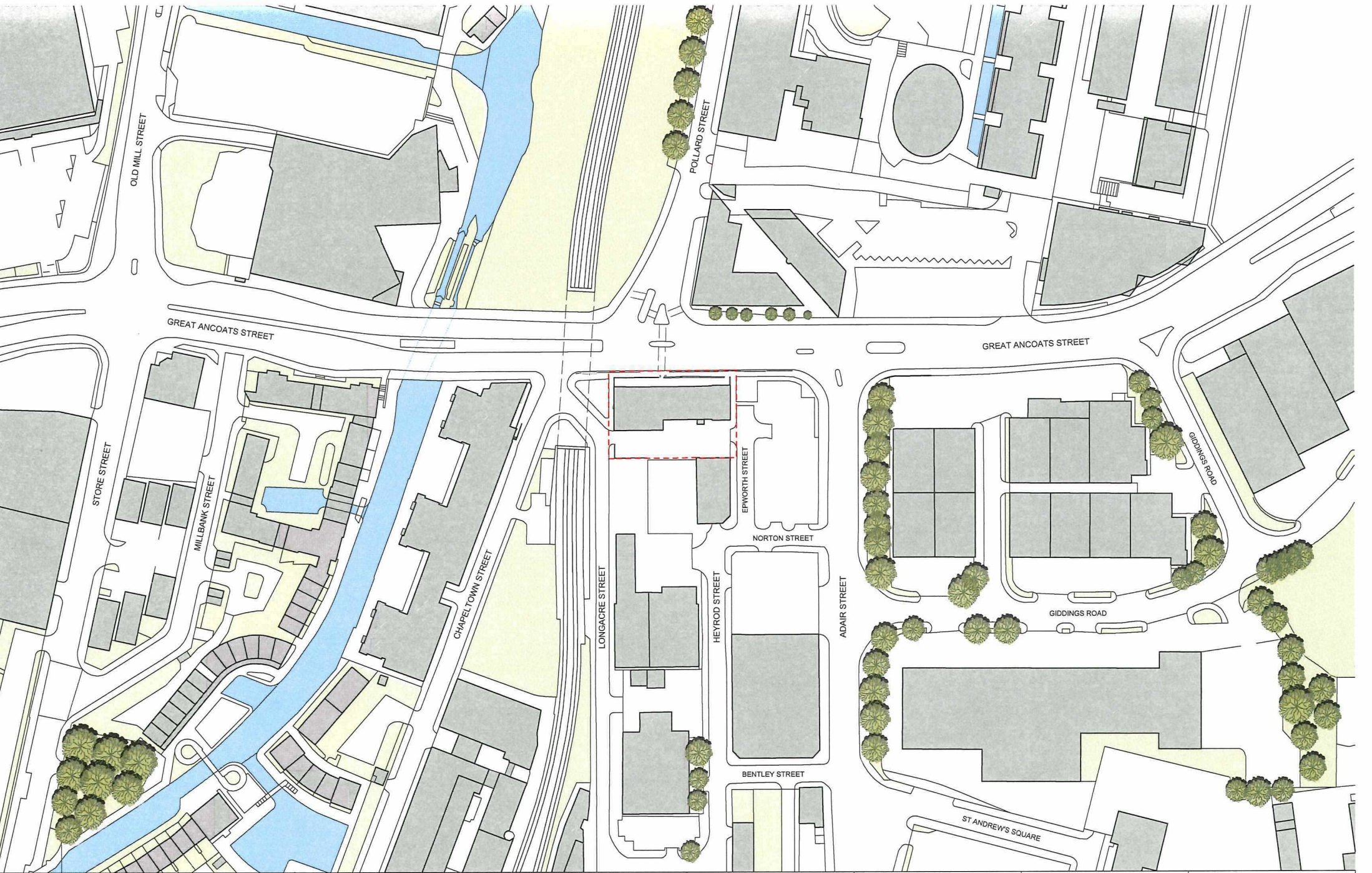
21.2 For the avoidance of doubt the indemnity given by the Developer pursuant to Clause 21.1 above shall cease to take effect and shall fall away immediately in the instance that the Developer does not complete the purchase of the Site.

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

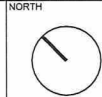
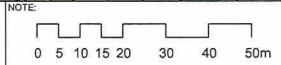
SCHEDULE 1

The Site

Land relating to Victoria House, Great Ancoats Street, Manchester shown edged red on the Plan



This drawing is copyright
Do not scale off dimensions.
All dimensions to be checked on site by contractor.
Contractor to report any dimensional discrepancies,
errors or omissions prior to commencing on site.



Rev	Date	Description
00	18-02-2020	Final Issue

Project Title
VICTORIA HOUSE

Status
FOR PLANNING

Drawing Title
LOCATION PLAN (EXISTING)

Job No. 10122	Scale 1:1250 @ A3	Date FEB 2020
Drawing No. 10122-A-B5D9-G100-XP-00-003		

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SCHEDULE 2

Draft Planning Permission

Town & Country Planning Act 1990 (as amended)

Planning Permission

Applicant

Forshaw Land and Property Group
C/o Agent

Agent (if used)

Miss Elinor George
Turley
Tenth Floor
1 New York Street
Manchester
M1 4HD

Part 1 – Particulars of the application/development

Proposal Erection of a part 25 part 3 storey residential tower (Use Class C3) for 177 apartments comprising 59 x 1 bed (34 x 1 bed 1 person and 25 1 bed 2 person), 113 x 2 bed (44 x 2 bed 3 person and 69 x 2 bed 4 person) and 5 x 3 bed (3 bed 5 person) with ground floor commercial space (Use Class A1, A2, A3, A4 and D1) above partial basement level associated shared amenity spaces at 3rd floor level, realm enhancements following demolition of existing buildings.

Location Victoria House, Great Ancoats Street, Manchester, M4 7AB

Date of application: 31 March 2020

Application number: 122000/FO/2018

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

Condition(s) attached to this decision

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

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

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

(a) Dwgs 10122-A-B5D9-G100-XP-00-003 and 10122-A-B5D9-G100-P-00-003

(b) Dwg 10122-A-B5D9-G110-XP-00-003;

(c) Dwgs 10122-A-B5D9-G200-P-B1-003, 10122-A-B5D9-G200-P-00-003, 10122-A-B5D9-G200-P-01-003, 10122-A-B5D9-G200-P-02-003, 10122-A-B5D9-G200-P-03-003, 10122-A-B5D9-G200-P-09-003, 10122-A-B5D9-G200-P-19-003, 10122-A-B5D9-G200-P-23-003, 10122-A-B5D9-G200-P-24-003 and 10122-A-B5D9-G200-P-RF-003;

(d) Dwgs 10122-A-B5D9-G200-E-NE-003, 10122-A-B5D9-G200-E-NW-003, 10122-A-B5D9-G200-E-SE-003 and 10122-A-B5D9-G200-E-SW-003;

(f) Dwgs 10122-A-B5D9-G251-D-TY1-003, 10122-A-B5D9-G251-D-TY2-003, 10122-A-B5D9-G251-D-TY3-003, 10122-A-B5D9-G251-D-TY4-003, 10122-A-B5D9-G251-D-TY5-003, 10122-A-B5D9-G251-D-TY6-003 and 10122-A-B5D9-G251-D-TY8-003

(g) Forshaw Land and Property Group VICTORIA HOUSE MANCHESTER Waste Management Strategy VN81191 January 2020, Vectos (Residential Waste);

(h) Recommendations in sections, 3, 4, 5, 6 and 7 of the Crime Impact Assessment Version A dated 12/11/19, and

(i) Simpson Haugh's Design and Access Statement Feb 2020 10122-SHP-RP-DA03-02 Section 3.5- Accommodation Schedule;

(j) Land at Victoria House, Great Ancoats Street, Manchester, Archaeological Desk-Based, Assessment Report No: 3422.R01b
January 2020 by Nexus Heritage;

(k) Mitigation Measures detailed within Chapter 23 of Victoria House, Great Ancoats Street, Environmental Impact Assessment
ES Vol 2 Environmental Statement, February 2020 by Turleys

(l) Inclusions of measures and targets set out VICTORIA HOUSE, ANCOATS, MANCHESTER ENVIRONMENTAL STANDARDS AND ENERGY STATEMENT, APRIL 2020, REF 2018.098 by Element Sustainability

(m) Implementation of Broadband installation in accordance with the Installation Design Document, Victoria House Manchester by hyperoptic.

(n) Victoria House, Stage 2 Fire Safety Strategy, For Forshaw Group, Revision 03, Formal, Date: 5 February 2020 by Hydrock (subject to Buildings Regulations and other required safety sign off);

(o) Victoria House, Air Quality Assessment, Forshaw Land and Property Group Limited, Date 24 January 2019, Doc ref: VIC-HYD-XX-XX-Y-RP-0003-P02 by Hydrock,

(p) Measures and recommendations within Forshaw Land & Property Group Ltd, VICTORIA HOUSE, GREAT ANCOATS STREET
FLOOD RISK ASSESSMENT, Project NO. 70048738, DATED: NOVEMBER 2018, and

(q) Pager Power, Television Impact Assessment and Baseline Survey, Victoria House, Great Ancoats Street, Forshaw Land & Property Group Ltd January, 2020 and mitigation measures set out within.

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

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

Samples and specifications of all materials to be used on all external elevations drawings to illustrate details of full sized sample panels that will be produced. The panels to be produced shall include jointing and fixing details between all component materials and any component panels, details of external ventilation requirements, details of the drips to be used to prevent staining and details of the glazing and frames, a programme for the production of the full sized sample panels and a strategy for quality control management; and

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

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

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

4) The demolition of the existing buildings on the site shall not commence unless and until a Demolition Method Statement including the boundary treatment to the site during and following demolition has been submitted to and approved in writing by the City Council as Local Planning Authority.

The approved Method Statement shall be adhered to throughout the Demolition period.

For the avoidance of the doubt the demolition of the buildings would not constitute commencement of development.

Reason In the interests of the amenity of the area, pursuant to policies EN15, EN16, EN17 and EN18 of the Core Strategy and Guide to Development 2 (SPG)

5) Prior to any installation of the proposed substation, details of any potential Electro Magnetic Compatibility impacts with the operation of Metrolink shall be submitted along

with details of any necessary mitigating Electro Magnetic Compatibility protection measures that are found to be required as a result of the introduction of the substation shall be submitted to and approved in writing by the City Council as Local Planning Authority before development commences. Any approved mitigation shall be put in place prior to the use of the substation commencing

Reason In the interests of safeguarding Metrolink infrastructure pursuant to Core Strategy policy DM1.

6) No development shall take place until the developer has demonstrated to the satisfaction the City Council as Local Planning Authority that the proposed works will not have an adverse effect on the structural integrity and operation of the Great Ancoats Street Underpass. In order to demonstrate this, the detailed design (including the results of any structural surveys) and the proposed tunnel monitoring regime during the development construction must be submitted to and approved in writing by the Local Planning Authority (approval to be in consultation with Transport for Greater Manchester)

Reason In the interests of safeguarding Metrolink infrastructure pursuant to Core Strategy policy DM1.

7) Prior to occupation of the development a servicing and access strategy for the building, shall be submitted to and approved in writing by the local planning authority to include evidence of consultation to seek agreement to the plan with the adjacent building owners and their agents.

Servicing shall be carried out in accordance with the approved strategy plan.

Reason - To safeguard the amenities of nearby residents and highway safety, pursuant to policies SP1 and DM1 of the Manchester Core Strategy (July 2012) and the safeguard potential HS2 related works.

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

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

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

b) When the development commences, the development shall be carried out in accordance with the previously agreed Remediation Strategy and a

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

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

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

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 to and approved in writing by Manchester Planning Authority. The WSI shall cover the following:

No development, soft-strip or demolition 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 secured and undertaken in accordance with a Written Scheme of Investigation (WSI), prepared by an appointed archaeological contractor, submitted to and approved in writing by Manchester Planning Authority. Once the WSI has been approved demolition and clearance to current ground level can proceed. The WSI will then be implemented and completed by the same archaeological contractor ahead of any commencement of development groundworks. The WSI shall cover the following:

1. A phased programme and methodology of investigation and recording which may include:

- i) Archaeological evaluation trenching
- ii) 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: In accordance with NPPF Section 16, Paragraph 199 - To record and advance understanding of heritage assets impacted on by the development and to make information about the archaeological heritage interest publicly accessible

GMAAS will monitor the implementation of the recording on behalf of Manchester City Council.

10) Prior to the commencement of the development a detailed construction management plan outlining working practices during development shall be submitted to and approved in writing by the local planning authority with consideration to include consultation with TFGM (Metrolink) which for the avoidance of doubt should include;

- *Display of an emergency contact number;
- *Details of Wheel Washing,
- *Dust suppression measures;
- *Compound locations where relevant,
- *Location, removal and recycling of waste,
- *Routing strategy and swept path analysis,
- *Parking of construction vehicles and staff;
- *Sheeting over of construction vehicles;
- *Details of how measures in relation to safe working near to Metrolink will be complied with;
- *Communication strategy with residents which shall include details of how there will be engagement, consult and notify residents during the works;
- *Agreed safe methods of working adjacent to the Metrolink Hazard Zone and shall be adhered to throughout the construction period;
- the retention of 24hr unhindered access to the trackside equipment cabinets and chambers for the low voltage power, signalling and communications cables for Metrolink both during construction and once operational.
- * Details of the loading and unloading of plant and materials;
- * Details of the storage of plant and materials used in constructing the development;
- * construction and demolition methods to be used; including the use of cranes (which must not oversail the tramway);
- * Details showing the erection and maintenance of security hoarding at a minimum distance of 1.5m from the kerb which demarcates the tramway path, unless otherwise agreed with Transport for Greater Manchester;
- *The provision of a "mock up" security hoarding to review and mitigate any hazards associated with positioning next to an operational tramway prior to permanent erection;

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).

11) 14) Prior to the commencement of development a programme for submission of final details of the public realm works and highway works as shown in dwgs numbered (a) 10122-A-B5D9-G200-P-00-003 Rev 00

shall be submitted and approved in writing by the City Council as Local Planning Authority. The programme shall include an implementation timeframe and details of when the following details will be submitted.

- (a) Details of (a) all hard (to include use of natural stone or other high quality materials) and (b) all soft landscaping works (excluding tree planting) which demonstrably fully consider and promote inclusive access (including older and disabled people);
- (b) Details of measures to create potential opportunities to enhance and create new biodiversity within the development to include, the choice of planting species within the public realm, bat boxes and brick, bird boxes to include input from a qualified ecologist and which demonstrates Biodiversity Net gain across the site ,
- (c) Details of the proposed tree species within the public realm including proposed size, species and planting specification including tree pits and design and details of on going maintenance;
- (d) Details of how surface water from the public realm would be managed within the public realm through Suds interventions such as infiltration, swales, soakways, rain gardens and permeable surfaces;
- (e) Green roof (Roof level and level 3);
- (f) Location and design of all street furniture including seating, lighting, bins, handrails, recycling bins, play and exercise equipment, boundary treatments, planters and cycle parking provision. all to include features which fully consider and promote inclusive access (which includes older and disabled people);
- (g) Street lighting around the site (which includes for consideration of older and disabled people);
- (h) Details of a wayfinding strategy to include signage (including for directing cyclists to nearby cycle routes) and any other appropriate methods to ensure the legibility of linkages within the PSE SRF Area with Piccadilly Station, the Metrolink and other adjacent Neighbourhoods (which includes consideration of older and disabled people),
- (i) A management strategy for the external amenity areas including hours during which these areas would be open to residents;
- (j) A building cleaning schedule;
- (k) Details of how the design has minimised any potential hazards to the use of the public realm for the safe use of disabled people to include details of: designated routes for pedestrians, cyclists and vehicles; management of cyclists ; kerb edges, crossing and controlled crossing design and location, location of drop kerbs (including level areas between grass and hardstanding); location of rumble strips; location of raised crossings; design and location of any pop up power supplies; location of on site vehicle parking and drop off points; management of mortar cycle parking; provision of clear routes to ensure unrestricted access for all; and

The detailed scheme shall demonstrate adherence to the relevant sections of DFA2 and MCC-recommended guidance in relation to Age Friendly Public Realm including Age-Friendly Seating and Sense of Place and the Alternative Age-Friendly Handbook.

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

The approved scheme shall be implemented not later than 12 months from the date the proposed building is first occupied. If within a period of 5 years from the date of the planting of any tree or shrub, that tree or shrub or any tree or shrub planted in replacement for it, is removed, uprooted or destroyed or dies, or becomes, in the opinion of the local planning authority, seriously damaged or defective, another tree or shrub of the same species and size as that originally planted shall be planted at the same place,

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

the NPPF 2019, to ensure that a satisfactory landscaping scheme for the development is carried out that respects the character and visual amenities of the area, in accordance with policies R1.1, I3.1, T3.1, S1.1, E2.5, E3.7 and RC4 of the Unitary Development Plan for the City of Manchester and policies SP1, DM1, EN1, EN9 EN14 and EN15 of the Core Strategy.

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

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

- *Maximise use of green SuDS in design including the public realm;

- *Details of surface water attenuation that offers a reduction in surface water runoff rate in line with the Manchester Trafford and Salford Strategic Flood Risk Assessment, i.e. at least a 50% reduction in runoff rate compared to the existing rates, as the site is located within Conurbation Core Critical Drainage Area,

- *Evidence that the drainage system has been designed (unless an area is designated to hold and/or convey water as part of the design) so that flooding does not occur during a 1 in 100 year rainfall event with allowance for climate change in any part of a building. Hydraulic calculation needs to be provided;

- *Assessment of overland flow routes for extreme events that is diverted away from buildings (including basements). Overland flow routes need to be designed to convey the flood water in a safe manner in the event of a blockage or exceedance of the proposed drainage system capacity including inlet structures. A layout with overland flow routes needs to be presented with appreciation of these overland flow routes with regards to the properties on site and adjacent properties off site.

- *Construction details of flow control and SuDS attenuation elements.

The development shall 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. This condition is imposed in light of national policies within the NPPF and NPPG and local policies EN08 and EN14.

13) No development hereby permitted shall be occupied until details of the implementation, maintenance and management of the sustainable drainage scheme have been submitted to and approved by the local planning authority. The scheme shall be implemented and thereafter managed and maintained in accordance with the approved details. Those details shall include

- (a) Verification report providing photographic evidence of construction as per design drawings;

- (b) As built construction drawings if different from design construction drawings;

(c) Management and maintenance plan for the lifetime of the development which shall include the arrangements for adoption by any public body or statutory undertaker, or any other arrangements to secure the operation of the sustainable drainage scheme throughout its lifetime.

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

14) The development hereby approved shall be carried out in accordance with the VICTORIA HOUSE, ANCOATS, MANCHESTER ENVIRONMENTAL STANDARDS AND ENERGY STATEMENT, APRIL 2020, REF 2018.098 by Element Sustainability

A post construction review certificate/statement shall be submitted for approval, within a timeframe that has been previously agreed in writing by the City Council as local planning authority.

A post construction review certificate/statement shall be submitted for approval, within a timeframe that has been previously agreed in writing by the City Council as local planning authority.

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

15) Prior to occupation of

(a) The residential accommodation, and

(b) The ground floor commercial unit

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

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

16) Before the development commences a scheme for acoustically insulating and mechanically ventilating the residential accommodation against noise from adjacent roads and the adjacent tram and any mitigating vibration and reradiated noise levels associated with the operation of the adjacent tram line shall be submitted to and approved in writing by the City Council as local planning authority.

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

The following noise criteria will be required to be achieved

Bedrooms (night time - 23.00 - 07.00)	30 dB LAeq (individual noise events shall not exceed 45 dB L _{Amax,F} by more than 15 times)
Living Rooms (daytime - 07.00 - 23.00)	35 dB LAeq
Gardens and terraces (daytime)	55 dB LAeq

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

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

17) Before the development commences a scheme for acoustically insulating the ground floor commercial to ensure that there is no unacceptable level of noise transfer from the ground floor uses to the residential accommodation above shall be submitted to and approved in writing by the City Council as local planning authority.

Where entertainment noise is proposed the LAeq (entertainment noise) shall be controlled to 10dB below the LA90 (without entertainment noise) in each octave band at the facade of the nearest noise sensitive location.

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

Prior to occupation a post completion report to verify that all of the recommended mitigation measures have been installed and effectively mitigate any potential adverse noise impacts in adjacent residential accommodation arising directly from the proposed development shall be submitted and agreed in writing by the City Council as local planning authority. Prior to occupation any non compliance shall be suitably mitigated in accordance with an agreed scheme.

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

18) Before any use of the ground floor commercial uses hereby approved commences details of the proposed opening hours shall be submitted to and approved in writing by the City Council as local planning authority. The units shall be not be operated outside the hours approved in discharge of this condition.

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.

19) Final details of the method of extraction of any fumes, vapours and odours from any kitchen within the ground floor commercial unit shall be submitted to and approved in writing by the City Council as local planning authority prior to commencement of those uses. The details of the approved scheme shall be implemented prior to occupancy and shall remain in situ whilst the use or development is in operation.

Defra have published a document entitled 'Guidance on the Control of Odour and Noise from Commercial Kitchen Exhaust Systems' (withdrawn but still available via an internet search). It describes a method of risk assessment for odour, guidance on minimum requirements for odour and noise control, and advice on equipment selection. It is recommended that any scheme should make reference to this document (particularly Annex B) or other relevant guidance or documents which supersede this guidance. Details should also be provided in relation to replacement air. The applicant will therefore need to consult with a suitably qualified ventilation engineer and submit a kitchen fume extract strategy report for approval.

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

20) Notwithstanding the TV reception survey prepared by Pager Power, January, 2020, if following commencement of construction of the hereby approved development, any interference complaint received by the Local Planning Authority shall be investigated to identify whether the reported television interference is caused by the Development hereby permitted. The Local Planning Authority will inform the developer of the television interference complaint received. Once notified, the developer shall instruct a suitably qualified person to investigate the interference complaint within 6 weeks and notify the Local Planning Authority of the results and the proposed mitigation solution. If the interference is deemed to have been caused by the Development, hereby permitted mitigation will be installed as soon as reasonably practicable but no later than 3 months from submission of the initial investigation to the Local Planning Authority. No action shall be required in relation to television interference complaints after the date 12 months from the completion of development.

Reason - To ensure terrestrial television services are maintained in the interest of residential amenity, as specified in Core Strategy Policies DM1 and SP1

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

Reason

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

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

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

- i) the measures proposed to recruit local people including apprenticeships
- ii) mechanisms for the implementation and delivery of the Local Benefit Proposal

iii) measures to monitor and review the effectiveness of the Local Benefit Proposal in achieving the objective of recruiting and supporting local labour objectives

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

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

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

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

24) Prior to implementation of any proposed lighting scheme details of the scheme including a report to demonstrate that the proposed lighting levels would not have any adverse impact on the amenity of residents within this and adjacent developments shall be submitted to and agreed in writing by the City Council as local planning authority

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

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

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

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

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

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

26) The development hereby approved shall be carried out in accordance with the Victoria House, Manchester, Interim Travel Plan, Curtins Ref. 068957-ITP-001-V02/ITP,

Revision V02, Issue Date. 28 January 2020, Client Name. Forshaw Land and Property Limited In this condition a travel plan means a document that includes the following

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

- i) the measures proposed to be taken to reduce dependency on the private car by residents and those [attending or] employed in the development;
- ii) a commitment to surveying the travel patterns of residents during the first three months of use of the development and thereafter from time to time,
- iii) mechanisms for the implementation of the measures to reduce dependency on the private car;
- iv) measures for the delivery of specified travel plan services;
- v) measures to monitor and review the effectiveness of the Travel Plan in achieving the objective of reducing dependency on the private car;
- vi) measures to identify and promote walking routes connecting Piccadilly Station, the Metrolink, the City Centre and areas towards the Etihad Campus and New Islington,
- vii) details of cycle parking within the public realm

Within six months of the first use of the development, a revised Travel Plan which takes into account the information about travel patterns gathered pursuant to item (ii) above shall be submitted to and approved in writing by the City Council as local planning authority. Any Travel Plan which has been approved by the City Council as local planning authority shall be implemented in full at all times when the development hereby approved is in use.

Reason - To assist promoting the use of sustainable forms of travel and to secure a reduction in air pollution from traffic or other sources in order to protect existing and future residents from air pollution. , pursuant to policies SP1, T2 and DM1 of the Core Strategy, the Guide to Development in Manchester SPD (2007) and Greater Manchester Air Quality action plan 2016.

27) No part of the development shall be occupied unless and until details of a parking management strategy for residents has been submitted to and approved in writing by the City Council as Local Planning Authority. All works approved in discharge of this condition shall be fully completed before the development hereby approved is first occupied.

Reason - The development does not provide sufficient car parking facilities and in order to provide alternative arrangements (e.g. parking leases with car parking companies; car sharing; or car pool arrangement) for the needs of future residents whom may need to use a motorcar and Policies DM1 and T1.

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

07 30 to 20:00 Monday to Saturday
10:00 to 18:00 Sundays and Bank Holidays

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

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

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

30) The apartments hereby approved shall be used only as private dwellings (which description shall not include serviced apartments/apart hotels 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 by The Town and Country Planning (Use Classes) (Amendment) (England) Order 2010, or in any provision equivalent to that Class in any statutory instrument revoking and re-enacting that Order with or without modification) other than the purpose(s) of C3(a). For the avoidance of doubt, this does not preclude two unrelated people sharing a property.

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 pursuant to Core Strategy policies SP1 and DM1 area, 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 and to ensure the permanent retention of the accommodation for normal residential purposes

31) The development hereby approved shall include for full disabled access to be provided to all areas of public realm 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

32) The window(s) at ground level, fronting onto Longacre Street, Great Ancoats Street and the 'Square'/ Heyrod Street 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.

33) (a) If the demolition hereby approved for the existing buildings and structures on site does not commence before 21st April 2021, the building shall be reassessed for bat roosting potential and the finding supplied to and agreed in writing by the LPA.

(b) If during works to demolish the building hereby permitted any sign of the presence of bats is found, then all such works shall cease until a survey of the site has been undertaken by a suitably qualified ecologist and the results have been submitted to and approved by the Council in writing as local planning authority.

Any recommendations for the protection of bats in the submitted document shall be implemented in full and maintained at all time in accordance with the approval of a programme for implementation of any required mitigation by the City Council as Local Planning Authority

Reason - for the protection of bats and in order to comply with the Habitats Directive and pursuant to Core Strategy Policy EN15.

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

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

35) Notwithstanding the details contained within condition 2 above , prior to the commencement of development a scheme of highway works and details of footpaths reinstatement 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:

(a) Final details of associated highway work (as appropriate to Plot E and adjacent public realm within this application) as detailed within Dwg 10122-A-B5D9-G200-P-00-003; and

(b) Detailed designs in relation to the above to including materials, layout, junction protection, carriageway widths, kerb heights, street lighting, entry treatments, signing, lining and traffic management including installing dropped kerbs with tactile pavers across any vehicle access to the site and at adjacent junction crossing points, reinstatement of any redundant vehicle crossing points, installation of some guard railing to ensure pedestrians cross at the safest and most appropriate locations.

(c) A review of the TROs in the vicinity of the site to including securing disabled parking bays and a car club bay and final details of the loading bay.

The approved scheme shall be implemented and be in place prior to the first occupation.

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).

36) The development shall be carried out in accordance with the Crime Impact Statement Version A dated 12/11/19,. The development shall only be carried out in accordance with these approved details. The development hereby approved shall not be occupied or used until the Council as local planning authority has acknowledged in writing that it has received written confirmation of a secured by design accreditation.

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

37) The proposed communal uses within the ground floor hereby approved shall be ancillary to the residential use of the building and not operate as separate planning units or commercial uses for which a separate application for planning consent would be required.

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, and in the interest of residential amenity, pursuant policy DM1 of the Core Strategy for Manchester.

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

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

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

Reason. To ensure that the risks from unexploded ordnance to future users of the land and existing neighbouring land are eliminated and or minimised to ensure that development can take place without unacceptable risk to workers and neighbours

including any unacceptable major disruption to the wider public on and off site that may arise as a result of evacuation/s associated with the mitigation of UXO, pursuant to policies EN18 and DM1 of the Core Strategy for Manchester.

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.

No development shall take place, including any works of demolition, until a TfGM equipment protection and network disruption mitigation strategy has been submitted to, and approved in writing by Manchester City Council (approval to be in consultation with Transport for Greater Manchester). The approved strategy shall include detailed proposals for protection and continuous operation of all equipment within the TfGM premises in the basement during demolition and construction (some of which is operationally critical for significant parts of the Metrolink network). For the avoidance of doubt it shall incorporate the following (as a minimum):

1. Measures to be implemented during piling operations (which may require, for example, the replacement of protection relays with anti-vibration components or other equipment modifications at the developer's cost)
2. Network disruption mitigation measures (which shall be agreed with TfGM and funded by the developer) to provide network resilience to enable the maintenance of the

current operational service pattern. For the avoidance of doubt this may include the installation of additional equipment beyond the development footprint.

3. Maintenance of the low voltage power supply to TfGM equipment so as to be available and operational throughout the construction period including replacement if required and provision for any downtime (all at the developer's cost)

4. Measures to be taken to ensure 24 hour, 7 days per week access to TfGM infrastructure during demolition and construction

5. Provision of a single nominated point of contact to manage the strategy and liaise with TfGM and the Metrolink operator throughout the demolition and construction phases of the project. The nominated contact shall keep TfGM fully informed of progress via meetings and reports (at a frequency of no less than monthly) and shall provide site supervision of any construction activities which could impact on Metrolink infrastructure

Reason In the interests of protecting operationally critical TfGM Metrolink infrastructure from damage and mitigate the risk of network service disruption, pursuant to policies

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

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

Monday - Friday: 7.30am - 6pm

Saturday: 8.30am - 2pm

Sunday / Bank holidays: No work

Workforce may arrive on site 30 minutes prior but no working outside these times, unless changed by prior agreement. Noise to be kept to a minimum in the first hour.

Reason - To safeguard the amenities of the occupiers of nearby residential accommodation during the construction phase.

Any materials approved for planning purposes should be discussed in full with Building Control. This is to ensure they meet the guidance contained in the Building Regulations for fire safety. Should it be necessary to change the external facade treatment due to conflicts with the Building Regulations you should discuss these with the Planning Service as soon as possible as this could materially effect your permission

Excavation is not to be carried out greater than 1m deep within 1m of the Metrolink operational boundary or any piling works within the zone of influence without notifying Metrolink in advance. Any such works may require track monitoring to be carried out as agreed with Metrolink and at the cost to the developer.

Reason: To ensure that the development does not adversely affect the track alignment and therefore the operation of Metrolink

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

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

The applicant should note that shared surfaces are not supported by MCC, all footways should be separated from the carriageway by an appropriate upstand and a minimum 2.0m footway should be maintained on all pedestrian routes.

For the avoidance of doubt the demolition of the existing buildings and structures on the site would not constitute commencement of development or require discharge of any of the pre-commencement conditions other than condition 3.

The applicant is advised that any infrastructure or services placed within Longacre Street may be affected by works associated with the delivery of HS2, under rights established through a Transport and Works Order. The applicant is advised to take potential future disturbance / removal in to account in locating essential services to serve the development.

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

Any Planning Enquiries should be directed to:

Planning and Local Authority Liaison



The Coal
Authority

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 7 (seven) Working Days of Commencement of Development and to pay the Management Fee within 28 Working Days of such notification
2. To provide prior notification to the Council in writing at least 10 (ten) Working Days in advance of the Anticipated Date of Completion of Construction of 100% (one hundred percent) of the Dwellings.
3. Within 10 (ten) Working Days of each Calculation Date.
 - 3 1 to confirm to the Council in writing whether the Development is subject to a Pre Sale, and
 - 3 2 to provide the Council with a copy of the Viability Appraisal for possible agreement by the Council,
4. In the event that the Council shall have served a notice on the Owner pursuant to paragraph 2 of Schedule 4 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 28 (twenty eight) Working Days of the notice served by the Council pursuant to Paragraph 2 of Schedule 4, 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 within 30 (thirty) Working Days 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,
5. The Viability Appraisal not by way of limitation shall include and confirm:
 - 5.1 the GDV, and
 - 5 2 the GDC,
- 6 **Viability Payment**
 - 6 1 In the event that the Viability Appraisal at the Early Stage Review is agreed by the Council or determined pursuant to paragraph 2 of Schedule 4 and the information contained therein shows that in accordance with the provisions of this Agreement a

Viability Payment is due then the Owner shall pay to the Council the Viability Payment PROVIDED ALWAYS that this does not exceed the Maximum Contribution and the Viability Assessment Fee in accordance with paragraph 6.4 below;

6.2 In the event that the Viability Appraisal at the Late Stage Review is agreed by the Council or determined pursuant to paragraph 2 of Schedule 4 and either (i) there has been no Early Stage Review or (ii) there has been an Early Stage Review but the Viability Appraisal at the First Calculation Date (as agreed by the Council or determined pursuant to paragraph 2 of Schedule 4) showed that a Viability Payment was not due and the information contained in the Viability Appraisal at the Late Stage Review shows that in accordance with the provisions of this Agreement a Viability Payment is due then the Owner shall pay to the Council the Viability Payment PROVIDED ALWAYS that this does not exceed the Maximum Contribution and the Viability Assessment Fee in accordance with paragraph 6.4 below,

6.3 In the event that the Viability Appraisal at the Late Stage Review is agreed by the Council or determined pursuant to paragraph 2 of Schedule 4 and there has been an Early Stage Review which showed that a Viability Payment was due and the information contained in the Viability Appraisal at the Late Stage Review shows that in accordance with the provisions of this Agreement a Viability Payment is due then the Owner shall pay to the Council the Viability Payment agreed or determined in respect of the Late Stage Review less the amount of the Viability Payment agreed or determined in respect of the Early Stage Review PROVIDED ALWAYS that this does together with the Viability Payment agreed or determined in respect of the Early Stage Review does not exceed the Maximum Contribution and the Viability Assessment Fee in accordance with paragraph 6.4 below;

6.4 The Owner shall pay to the Council any Viability Payment (or if paragraph 6.3 applies the part of the Viability Payment due) (together with any remaining Viability Assessment Fee applicable for the Late Stage Review which shall when added to the Viability Assessment Fee paid for the Early Stage Review pursuant to Clause 15.3 total no more than £10,000) within 28 (twenty eight) Working Days of the agreement by the Council of the Viability Appraisal or if applicable within 28 (twenty eight) Working Days of the Viability Appraisal being determined pursuant to Paragraph 5 of this Schedule 3 (subject to the Council having issued a relevant invoice in line with paragraph 1 of Schedule 4).

- 6.5 In the event that the information contained in any Viability Appraisal (as agreed by the Council or determined pursuant to paragraph 5 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.
- 6.6 The Owner covenants with the Council that it will indemnify the Council to the full extent of any Viability Payment and related Viability Assessment Fee due that remains unpaid on the expiry of the time limit for payment set out in paragraph 6.2 of this Schedule (the "Outstanding Amount") and will pay the Outstanding Amount to the Council within 28 (twenty eight) Working Days of its receipt of a written invoice from the Council for the Outstanding Amount.

SCHEDULE 4

The COUNCIL'S COVENANTS

The Council hereby covenants with the Owner and Developer as follows:

1. To issue invoices for all payments to be made by the Owner to the Council in sufficient time for the Owner to comply with their obligations under the terms of this Agreement
2. Within 28 (twenty eight) Working Days of its receipt of the Viability Appraisal in line with paragraphs 2 and 3 of Schedule 3 from the Owner the Council shall give written notice to the Owner either:-
 - 1 Stating that it accepts the Viability Appraisal or
 - 2 Correcting or challenging any of the amounts or conclusions included in the Viability Appraisal and giving details of the disputed amounts or conclusions,
- 3 In the event (subject to paragraph 2 above) that the Viability Appraisal (at either/both Calculation Date) demonstrates that the Development is.
 - 1 not viable then the Council shall issue a written notice to the Owner to that effect, or
 - 2 viable then the Council shall issue an invoice for the relevant Viability Payment which shall at no time exceed the Maximum Contribution. For the sake of completeness there may be total of 2 (two) Viability Payment requests/invoices from the Council but the total sums in those request/invoices when taken together shall not exceed the Maximum Contribution
4. To use any Viability Payment towards the provision of Affordable Housing within the Administrative Boundaries of Manchester and for no other purpose.
5. At the written request of the Owner or Developer 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.
- 6 The Council shall provide written details of any expenditure incurred by the Council using the Viability Payment within 20 Working Days of a written request to do so from the party/person who paid those contributions to the Council
7. To issue the Planning Permission within two (2) Working Days of the date hereof.

8. In the event that any part of the Maximum Contribution paid to the Council has not been spent by the Council within 10 (ten) years of the date on which payment or any part payment was made the Council shall on the written request of the Developer or the Owner repay to the Owner who paid the contributions such unspent balance (excluding any such sums in respect of which though not yet expended the Council has contractually committed to expend within the current financial year) together with interest on that balance calculated from the date of payment to the Council to the date of repayment.

SCHEDULE 5

VIABILITY TEMPLATE

Site Location: relating to Victoria House, Great Ancoats Street, Manchester

Open Market Gross Development Value (GDV) £

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

GDV of Pre Sale (PS) Element (Contract to be evidenced) £

Profit Level – based upon 20 % of GDV of Open Market Value	£
All in build cost – [Includes - House Build (Superstructure), Plot Costs (Incl. Substructure), Infrastructure, Overheads and Prelims]	£
Schedule of abnormals TBA	£
Contingency on build costs and abnormals TBA	£
Professional fees on build costs and abnormals TBA	£
Sales and Marketing Costs TBA	£
Agreed planning stage Section 106 commuted sum payment	£xxx
Finance cost of TBA	£
Interest cost on Deposits - TBA	£
Tax Relief - TBA	-£
Benchmark Land Value	£1,770,000
Agreed Stamp Duty @ 4%	
Agreed Site Legal & Agents Fees @ 1% of Land Value	£17,700
TOTAL GROSS DEVELOPMENT COSTS (GDC)	
Surplus = NDV - GDC	
VIABILITY PAYMENT – xxxxx	

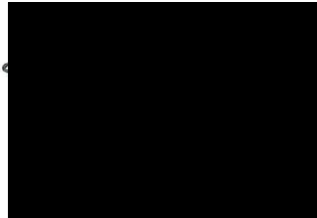
NB – Viability Payment Cannot Exceed £3,752,595

01106836

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



AUTHORISED SIGNATORY



**EXECUTED AS A DEED by
FORSHAW LAND AND PROPERTY GROUP**
acting by a director
in the presence of

Witness signature

Witness name

Witness address

**EXECUTED AS A DEED by
FG VICTORIA HOUSE LTD**

acting by a director
in the presence of

Witness signature

Witness name

Witness address

SIGNED AS A DEED by

STEPHEN TURNER

in the presence of

Witness signature

Witness name

Witness address

Occupation:

SIGNED AS A DEED by

ROY TURNER

in the presence of

Witness signature:

Witness name

Witness address

Occupation:

EXECUTED AS A DEED by

MANCHESTER SAFETY DEPOSIT CENTRE LIMITED

acting by a director

in the presence of

Witness signature

Witness name

Witness address