

Dated

10<sup>th</sup> June

2026

THE COUNCIL OF THE CITY OF MANCHESTER

and

KEEPMOAT HOMES LIMITED

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AGREEMENT

Pursuant to section 106 of the Town and Country  
Planning Act 1990 (as amended)

relating to Land at Crabtree Lane, Openshaw

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This Agreement is made

10<sup>th</sup> June

2026

Between:

- (1) **THE COUNCIL OF THE CITY OF MANCHESTER** of Town Hall, Albert Square, Manchester, M60 2LA (the "**Council**"); and
- (2) **KEEPMOAT HOMES LIMITED** (incorporated in England with company number 02207338) whose registered office is at Keepmoat Plc, The Waterfront, Lakeside Boulevard, Doncaster DN4 5PL (the "**Owner**")

Background

- (A) The Council is the local planning authority for the purposes of the Act in relation to the Site and is the authority by whom the obligations hereby created are enforceable.
- (B) The Council is also the freehold owner of part of the Site registered at the Land Registry with title absolute under title number GM844927 together with but subject to all matters contained or referred to in the title register thereunder but is not entering this Agreement as a land owner. For the avoidance of doubt the Council is not entering into the planning obligations contained in Schedule 3.
- (C) The Owner is the freehold owner of part of the Site registered at the Land Registry with title absolute under title numbers GM560049, GM616487, LA318893, GM233402 and GM4883 and the leasehold owner of part of the Site registered at the Land Registry with title absolute under title numbers GM362041 and GM616490 together with but subject to all matters contained or referred to in the title register thereunder.
- (D) The Owner 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 Owners entering into this Agreement without which the Planning Permission would not be granted.
- (F) The Owner has agreed to enter into this Agreement in support of the Application so as to create planning obligations in favour of the Council pursuant to section 106 of the Act and to be bound by and observe and perform the covenants hereinafter contained.
- (G) The Council has determined that the Development in order to comply with the Core Strategy should provide a payment of £3,087,000 (three million and eighty seven thousand pounds) Index Linked being the Affordable Housing Contribution towards the provision of Affordable Housing within the Administrative Boundaries of Manchester. However, the Owner has stated that there are viability issues affecting the development of the Site and has submitted to the Council documentation in support of this contention. The Council has agreed that as at the date of this Agreement the Development cannot support the payment of any of the Affordable Housing Contribution. The Owner has agreed to enter into the planning obligations contained herein requiring them to submit the Viability Appraisal and pay any Viability Payment found to be due in accordance with the provisions contained in this Agreement.

- (H) In addition the Council has determined that there is a requirement to pay a sum towards the cost of environmental improvements within the Administrative Boundaries of Manchester and the Owner has agreed to pay to the Council the Biodiversity Net Gain Contribution (as defined herein) in the manner hereinafter detailed.
- (I) The planning purpose of this Agreement is to improve the amenity of land in the locality of the Site with benefit for the occupiers of the Development and to mitigate the adverse impacts of the Development in accordance with the development plan for the area and other material considerations. The Council is satisfied that the obligations in this Agreement are;
- (i) 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);
  - (ii) directly related to the Development; and
  - (iii) fairly and reasonably related in scale and kind to the Development.

# 1. **Agreed Terms**

## Definitions And Interpretation

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

|                                                  |                                                                                                                                                                                                                  |
|--------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>"Act"</b>                                     | 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;                                         |
| <b>"Actual Land Value"</b>                       | means the price paid for the Site;                                                                                                                                                                               |
| <b>"Administrative Boundaries of Manchester"</b> | all the wards that together comprise the city of Manchester;                                                                                                                                                     |
| <b>"Affordable Housing"</b>                      | 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;                                                     |
| <b>"Affordable Housing Contribution"</b>         | the sum of £3,087,000 (three million and eighty seven pounds) Index Linked;                                                                                                                                      |
| <b>"Agreement"</b>                               | shall mean this agreement;                                                                                                                                                                                       |
| <b>"Application"</b>                             | the application to which the Council gave the reference 142609/FO/2025 for the erection of 194 dwellings (Class C3) with vehicular access from Crabtree Lane and associated parking, landscaping and open space; |

|                                             |                                                                                                                                                                                                                                                                                                                                    |
|---------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>"Benchmark Land Value"</b>               | means £1,916,000 (one million nine hundred and sixteen thousand pounds) Index Linked;                                                                                                                                                                                                                                              |
| <b>"Biodiversity Net Gain Contribution"</b> | means the sum of three thousand two hundred and six pounds (£3,206) Index Linked payable towards the on-site monitoring (including the monitoring fee) of the on-site biodiversity gain on the basis of 3.82 habitat units on the Site, 0.74 hedgerow units and 0.36 watercourse units (overall 4.92 units);                       |
| <b>"Calculation Date"</b>                   | means on Completion of Construction of 85% (eighty five per cent rounded down to the nearest Dwelling) of the Dwellings;                                                                                                                                                                                                           |
| <b>"Chartered Surveyor"</b>                 | 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;                                                                                                                                                                    |
| <b>"Commencement of Development"</b>        | 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 and <b>"Commence"</b> , <b>"Commencement"</b> and <b>"Commenced"</b> shall be construed accordingly;                                                                     |
| <b>"Completion of Construction"</b>         | 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 <b>"Completed"</b> and <b>"Completion"</b> shall be construed accordingly; |
| <b>"Construction Period"</b>                | means the period from the carrying out of the first Material Operation to the Practical Completion of the Development                                                                                                                                                                                                              |
| <b>"Core Strategy"</b>                      | 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;                                                                                              |
| <b>"Costs"</b>                              | means the costs to be taken into account for the purpose of the Viability Appraisal as defined in paragraph 012 (reference: 10-                                                                                                                                                                                                    |

012-20180724) of the section of the NPPG headed "Viability" as revised on 16 December 2025 as the same may be amended or any replacement thereof. In addition, the Council will accept in the calculation of Costs:

- (a) the actual costs incurred in relation to the Development prior to and up until the time of submission of the Viability Appraisal; and
- (b) the estimated costs that remain to be incurred in completing the Development and such details shall be included in the Viability Appraisal;

**"Developer Contingency"**

means three percent (3%) of the remaining construction costs in relation to the Development at the Calculation Date;

**"Development"**

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

**"Dwelling"**

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

**"Expert"**

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

**"GDV"**

means gross development value as defined in the RICS Guidance being the aggregate market value of the Development, assessed on the special assumption that the Development is complete on the date of valuation in the market conditions prevailing on that date together with the value of any grant funding/public subsidy received in respect of the Development;

**"Gross Margin"**

means GDV less Costs;

**"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 <b>"Index Linking"</b> shall be construed accordingly;                                                                                                                                                                                   |
| <b>"Insurance and Warranties Cost"</b>       | means the cost incurred by the Owners related to the Latent Defects Insurance or New Home Warranties for the Development;                                                                                                                                                |
| <b>"Interest"</b>                            | interest at 4% (four per cent) above the base lending rate of the Bank of England from time to time;                                                                                                                                                                     |
| <b>"Let"</b>                                 | means any Dwelling let by way of lease for a term of less than 99 (ninety nine) years or assured periodic tenancy or any other form of tenancy for a term of less than 99 (ninety nine) years and "Lets" shall be construed accordingly;                                 |
| <b>"Local Plan"</b>                          | 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;                                                      |
| <b>"Long Lease"</b>                          | means a lease of a Dwelling for not less than ninety-five (95) years granted at a premium without reservation of a rack rental;                                                                                                                                          |
| <b>"Management Fee"</b>                      | shall mean 15% of the planning application fee which equates to £8790.15 (eight thousand seven hundred and ninety pounds and fifteen pence) for the purpose of monitoring and reporting on the delivery of this Agreement and the Planning Obligations contained herein; |
| <b>"Material Operation"</b>                  | means material operation comprised in the Development as defined by Section 56(2) and (4) of the Act and "Material Operations" shall be construed accordingly;                                                                                                           |
| <b>"NPPF"</b>                                | the National Planning Policy Framework issued on 7 February 2025 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;                               |
| <b>"National Planning Practice Guidance"</b> | the web based resource revised in respect of its section on viability on 14 February 2024 as the same may be further revised or amended or any replacement of the same which resource is provided by the                                                                 |

government of the United Kingdom and brings together in one place planning guidance on various planning related topics and **"NPPG"** shall be construed accordingly;

**"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"**

means the market value as defined in the RICS Valuation – Global Standards (the "Document"), Incorporating the IVSC International Valuation Standards, published in 2021 by the Royal Institution of Chartered Surveyors (RICS) effective on 31 January 2022 and set out on page 64 of the section headed VPS4 in Part 4 of the Document or any replacement, update or amendment of the same from time to time save in respect of any Dwellings that are Let or any part of the Development that has a non-residential use or any other part of the Site not forming part of the Development where the Council will (acting reasonably) accept the Market Value as determined by the application of an investment valuation method using an appropriate capitalisation factor to the market rental income for each Let unit;

**"Owner's Development Management Fee"**

means managing any costs in providing services of the kind detailed in the definition of Professional Fees in relation to the Development, such costs to be evidenced;

**"Permitted Profit Level"**

means 20% (twenty per cent) of the GDV;

**"Plan"**

the plan numbered  
02292\_JTP\_EX\_ZZ\_DR\_A\_1000 Rev P01  
at Schedule 1;

**"Planning Obligations"**

shall mean the obligations of the Owners specified in Schedule 3;

**"Planning Permission"**

the planning permission granted pursuant to the Application substantially in the form of the draft as appended at Schedule 2 and

|                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|-----------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                   | as may be amended by any non-material amendment;                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>"Practical Completion"</b>     | the issue of a certificate of practical completion by the Owner's Architect, Engineer or other certifying officer as the case may be under the relevant building contract entered into in respect of the Development;                                                                                                                                                                                                                                         |
| <b>"Professional Fees"</b>        | means, not including the Owner's Development Management Fee or fees novated under the build contract, all of the costs of those third parties (including but not limited to their agents, contractors, professional advisors, appointed designers and technical consultants) that have agreed with the Owner or other relevant third party to provide services in relation to the i) Design, ii) Application, iii) construction, iv) sale of the Development; |
| <b>"Purchaser's Costs (Land)"</b> | means Stamp Duty Land Tax at HMRC's prevailing rate plus 1.5% of the lower of the Benchmark Land Value or Actual Land Value for legal and agent fees;                                                                                                                                                                                                                                                                                                         |
| <b>"Regulations"</b>              | the Community Infrastructure Levy Regulations 2010;                                                                                                                                                                                                                                                                                                                                                                                                           |
| <b>"Retail Price Index"</b>       | 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 therefore;                                                                                                                                   |
| <b>"Rights to Light Costs"</b>    | means the premium, excess and fees incurred in respect of rights to light insurance policy together with a reasonable allowance for ancillary residual liability;                                                                                                                                                                                                                                                                                             |
| <b>"RICS"</b>                     | the Royal Institution of Chartered Surveyors;                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>"RICS Guidance"</b>            | means the RICS guidance note entitled "Assessing viability in planning under the National Planning Policy Framework 2019 for England" 1st edition, March 2021 or any replacement, update or amendment of the same;                                                                                                                                                                                                                                            |

|                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| "Site"                       | the property described in Schedule 1 and shown for the purposes of identification only edged red on the Plan;                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| "Surveys"                    | means the costs incurred by the Owner in the instructing and undertaking of surveys related to the Development of the Site;                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| "Viability Appraisal"        | a written appraisal in the form set out in Schedule 5 to assess the Gross Margin in relation to the residential aspect of the Development required to be provided in accordance with the provisions of Schedule 3 of this Agreement. Further guidance on the format to follow can be found in the RICS Guidance;                                                                                                                                                                                                                                                         |
| "Viability Assessment Fee"   | the sum of £12,000 (twelve thousand pounds) plus VAT to cover the cost of the Council's review of the Viability Appraisal in order to determine whether and the extent to which the Development can support a requirement to provide the Viability Payment;                                                                                                                                                                                                                                                                                                              |
| "Viability Payment"          | a payment required to be made by the Owner to the Council by the Viability Payment Deadline if the Viability Appraisal shows that the Permitted Profit Level will be achieved and the payment will be 50% of the amount by which the Gross Margin exceeds the Permitted Profit Level <b>PROVIDED THAT</b> such payment shall not be required to exceed the Affordable Housing Contribution ;                                                                                                                                                                             |
| "Viability Payment Deadline" | means two calendar months following the later of: <ul style="list-style-type: none"> <li>(a) the day on which the Council states pursuant to paragraph 1.1 of Schedule 4 that the Viability Appraisal is agreed;</li> <li>(b) the day on which the Viability Appraisal is agreed in writing between the Owner and the Council pursuant to paragraph 1.2 of Schedule 4; or</li> <li>(c) the day on which the written determination of the Chartered Surveyor is issued pursuant to Clause 7 of the Agreement or paragraph 5 of Schedule 3;</li> </ul> as the case may be; |

**"Working Day"**

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

- 1.2. The Clause headings do not affect this interpretation.
- 1.3. Unless otherwise indicated, references to Clauses and Schedules are to Clauses of and Schedules to this Agreement and references in a Schedule to a Part or Paragraph are to a Part or Paragraph of that Schedule.
- 1.4. References to any statute or statutory provision include reference to:
  - 1.4.1. all Acts of Parliament and all other legislation having legal effect in the United Kingdom as directly or indirectly amended, consolidated, extended, replaced or re-enacted by any subsequent legislation; and
  - 1.4.2. any orders, regulations, instruments or other subordinate legislation made under that statute or statutory provision.
- 1.5. Except for the provisions of Clause 9 references to the Site include any part of it.
- 1.6. References to any party in this Agreement include the successors in title of that party. In addition, references to the Council include any successor local planning authority exercising planning powers under the Act and any successor local highway authority exercising powers under the Highways Act 1980.
- 1.7. **"Including"** means **"including, without limitation"**.
- 1.8. Any covenant by the Owner or the Council not to do any act or thing includes a covenant not to permit or allow the doing of that act or thing.
- 1.9. If any provision is held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remainder of this Agreement is to be unaffected.
- 1.10. Words importing the singular meaning where the context so admits include the plural meaning and vice versa.
- 1.11. Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed interchangeable in that manner.

2. **Planning Obligation**

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

3. **Condition Precedent**

This Agreement is conditional upon the grant of the Planning Permission and Commencement of Development save for the provisions of this Clause and Clauses 9, 11, 15, 17, 18 and 19 which shall have immediate effect.

4. **Condition Subsequent**

If the Planning Permission for the Development has not been implemented by the carrying out of a Material Operation in accordance with the provisions of sections 56, 91 and 93 of the Act or is revoked or modified in whole or in part (other than in approval of an application by or on behalf of the Owner) or quashed or declared unlawful as a result of legal proceedings then this Agreement shall absolutely determine and become null and void but without prejudice to the rights of either party against the other in respect of any antecedent breach.

5. **The Owner's Covenants**

The Owner on behalf of itself and any person deriving title to any part of the Site from the Owner hereafter hereby covenants with the Council so as to bind the Site to fully observe and perform the obligations on their part contained in this Agreement including those obligations set out in Schedule 3 and hereby agrees that such obligations are planning obligations for the purpose of section 106 of the Act.

6. **The Council's Covenants**

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

7. **Dispute Resolution**

- 7.1. In the event of any dispute arising in connection with any of the terms of this Agreement other than a dispute involving the construction or interpretation of the terms of this Agreement or the enforcement of any decision pursuant to this Clause, the same shall unless the Council and the Owner otherwise agree be referred to an Expert or in relation to the reappraisal of viability to a Chartered Surveyor to be appointed by agreement between the Council and the Owner.
- 7.2. If the Council and the Owner are unable to agree on the appointment of an Expert or Chartered Surveyor within thirty (30) days of one party serving notice on the other calling for the appointment of an Expert or Chartered Surveyor, then an Expert or Chartered Surveyor shall be appointed on the application of either party to the President for the time being of the Royal Town Planning Institute or the Royal Institution of Chartered Surveyors as applicable.
- 7.3. Any reference of a dispute to an Expert or Chartered Surveyor shall if the parties are agreed in writing be deemed to be a reference to an expert or chartered surveyor (and not to an arbitrator) whose decision shall be final and binding (save for manifest error) but shall otherwise be deemed to be a reference to an arbitrator pursuant to the Arbitration Act 1996 and any statutory amendment variation substitution or re-enactment thereof.
- 7.4. Any party to this Agreement shall be entitled to submit to the Expert or Chartered Surveyor representations and cross-representations with such supporting evidence as they shall respectively consider necessary and the Expert or Chartered Surveyor shall have regard thereto in making his decision which shall be delivered in writing. The reference of any dispute shall include authority to determine in what manner all the costs of the referral shall be paid.

8. **Waiver**

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

9. **Change In Ownership & Liability**

9.1. The Owner agrees with the Council to give the Council written notice within 20 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 on the part of the Owner contained in this Agreement shall not be enforceable against individual purchasers, owner-occupiers, tenants or occupiers of the Dwellings, nor against those deriving title from them (including their mortgagees), or against any statutory undertakers in relation to any part of the Development acquired by them for electricity sub-stations or pumping stations.

9.4. Subject to Clause 9.3 above the obligations on the part of the Owner contained in this Agreement shall not be enforceable against any mortgagee or chargee unless they themselves caused the breach of the Agreement whilst mortgagee in possession, in which case they will be bound by the obligations in relation to any parts of the Site over which they have a legal charge but not further or otherwise as if they were a person deriving title in the Site from the Owner.

10. **Council's Consent or Approval**

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

11. **Local Land Charge and Land Registry Entry**

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

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

12. **Non-Prohibition on Development**

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

13. **The Contracts Act**

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

14. **Communication**

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

14.1.1. to the Council and addressed to the City Solicitor at the Council's address first above written;

14.1.2. to the Owner at their registered office;

15. **Fees**

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

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

- 15.3. The Owner shall on the date hereof pay to the Council the Management Fee;

- 15.4. The Owner shall pay to the Council the related Viability Assessment Fee within 10 Working Days of receipt from the Council of an invoice detailing the amount, which shall only be issued on the date of or following the submission of the Viability Appraisal.

16. **Interest**

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

17. **Warranty as to Title**

The Owner hereby warrants to the Council that the title details recited in this Agreement are complete and accurate in every respect and no other person has an interest in the Site who has not been disclosed to the Council prior to the date hereof.

18. **Jurisdiction**

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

19. **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.

20. **Section 73 of the Act**

- 20.1. In the event that an application is made pursuant to Section 73 of the 1990 Act for an amendment to the Planning Permission and planning permission is granted in respect of that application then references to Planning Permission in this Agreement shall unless the Council in determining any application(s) under Section 73 of the 1990 Act requires the completion of a new deed or supplemental deed pursuant to Section 106 and/or section 106A of the 1990 Act include the new planning permission granted pursuant to Section 73 of the 1990 Act and unless as aforesaid this Agreement shall apply to and remain in full force in respect of that new planning permission without the need for a further agreement to be entered into pursuant to Section 106 of the 1990 Act.
- 20.2. In respect of the completion of any new deed or supplemental deed pursuant to Section 106 and/or section 106A of the 1990 Act (the "**New Deed**") required by the Council when determining an application under Section 73 of the 1990 Act to amend the Planning Permission (the "**S73 Application**") to the extent that any obligations imposed under this Agreement in respect of the Planning Permission have been triggered and fully discharged the Council will accept that discharge in lieu of the discharge of any identical obligations imposed in the New Deed in respect of a planning permission granted pursuant to the S73 Application.

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

### Schedule 1 - The Site

Land at Crabtree Lane, Openshaw and shown for the purposes of identification only edged red on the Plan.

Do not scale from this drawing.  
All contractors must visit the site and be responsible for taking and checking dimensions.  
All construction information should be taken from figured dimensions only.  
Any discrepancies between drawings, specifications and site conditions must be brought to the attention of the supervising officer.  
This drawing & the works depicted are the copyright of JTP.

P01 10.04.25 For Planning SAK JC

| Row | Date | Description | Drawn | Chkd |
|-----|------|-------------|-------|------|
|-----|------|-------------|-------|------|

| Rev            | Date | Description | Drawn | Chkd |
|----------------|------|-------------|-------|------|
| Drawing Status |      |             |       |      |

**For Bidding**

For Planning

---

Client \_\_\_\_\_



\_\_\_\_\_

Project \_\_\_\_\_

Land at Crabtree Lane

Drawing Title

### Site Location Plan

Scale @A1: 1 : 1250 Job Ref: 02292

Scale @ A1 = 1" = 250' Job Ref: 02252  
D34 

Drawing No. 02292\_JTP\_EX\_ZZ\_DR\_A\_1000 Revision: P01

Scale Bar 

0 10 20 30 40 50 m



Schedule 2 - Draft Planning Permission

## Draft Decision Notice for 142609 – Land at Crabtree Lane

Condition(s) to be attached to decision for approval OR Reasons for recommendation to refuse

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:

Planning Policy Compliance Statement (including Affordable Housing Statement) dated April 2025

Heritage Statement dated March 2025

Revised Archaeological Desk-based Assessment ref: 2024/173

Ground Investigation Report ref: 21CHE276/DSGI dated September 2021

Phase I and Phase II Contamination Assessment ref: 17-548-R1 dated April 24

Air Quality Impact Assessment ref: 8679 r9 dated 19<sup>th</sup> February 2025

Preliminary Ecological Appraisal ref: CW20-2148 RPT 001 dated March 2025

Aquatic Flora and Fauna Technical Note ref: SE1044-02\_G01\_JAJO dated 19 February 2025

Transport Assessment ref: 086840-CUR-XX-XX-T-TP-00001 rev.P02 dated 28 March 2025

Arboricultural Impact Assessment rev.B ref: CW20-2148 AIA 001 dated April 2025

Nocturnal Bat Survey report ref: CW20-2148-RPT-002 Dated September 2024

Digital Connectivity Assessment rev.1.0 dated 04.04.2025

Crime Impact Statement Version C: 14th February 2025 URN: 2021/0471/CIS/01

Local Labour Agreement

Statement of Community Involvement dated March 2025

Road Safety Audit Stage 1 ref: 1597 dated 24<sup>th</sup> February 2025

Stage a Road Safety Audit Designers response ref: 086840-CUR-XX-XX-T-TP-00004 rev.P01 dated 28<sup>th</sup> March 2025

Health Impact Assessment dated February 2025

Energy and Carbon Statement ref: PBS/25/3419 rev.02 dated 14<sup>th</sup> April 2025

EV Charging Layout Plan

Managed Area Plan

Received 11<sup>th</sup> April 2025

Viability Assessment dated April 2025 received 24<sup>th</sup> April 2025.

Surface Water Flood Risk Modelling Report ref: HYD1015 dated May 2025

Preliminary Drainage Layout plan ref: KMH28 CTL BET-ZZ-XX-DR-C-0101 rev.P04  
Drainage Management Strategy dated May 2025 Revision 2  
Received 2nd June 2025

Site location plan ref:02292\_JTP\_EX-ZZ-DR\_A\_1000 rev.P01

Block A- Ground and First floor plans ref: 02292-JTP-BA-ZZ-DR-A-1400 rev. P02  
Block A – Second and third floor plans ref: 02292-JTP-BA-ZZ-DR-A-1401 rev. P02  
Block A- Roof Plan ref: 02292-JTP-BA-RF-DR-A-1402 rev. P02  
Block A- Elevations plan ref: 02292-JTP-BA-ZZ-DR-A-1403 rev. P02

Block B- Ground and First floor plans ref: 02292-JTP-BB-ZZ-DR-A-1404 rev. P02  
Block B – Second and third floor plans ref: 02292-JTP-BB-ZZ-DR-A-1405 rev. P02  
Block B- Roof Plan ref: 02292-JTP-BB-RF-DR-A-1406 rev. P02  
Block B- Elevations plan ref: 02292-JTP-BB-ZZ-DR-A-1407 rev.P02

Block C- Elevations plan ref: 02292-JTP-BC-ZZ-DR-A-1411 rev.P02

Block D- Elevations plan ref: 02292-JTP-BD-ZZ-DR-A-1414 rev.P02

Substation Plans and Elevations plan ref: 02292\_JTP\_HT\_A\_ZZ\_DR\_A\_1500 rev.  
P02

Ashburn T1 -4 Unit Terrace Plans 1 (Plot Nos: 013-016 Handed Plot Nos: 041-044)  
ref: 02292\_JTP\_HT\_ASH\_ZZ\_DR\_A\_1300 rev. P02  
Ashburn T1 -4 Unit Terrace Plans 2 Roof plan ref:  
02292\_JTP\_HT\_ASH\_ZZ\_DR\_A\_1301 rev. P02  
Ashburn T1 -4 Unit Terrace Elevations plan ref:  
02292\_JTP\_HT\_ASH\_ZZ\_DR\_A\_1302 rev. P02

Ashburn T2 -4 Unit Terrace Plans 1 (Plot Nos : 009-012, 045-048) plan ref  
02292\_JTP\_HT\_ASH\_ZZ\_DR\_A\_1303 rev. P02  
Ashburn T2 -4 Unit Terrace Plans 2 Roof plan ref:  
02292\_JTP\_HT\_ASH\_ZZ\_DR\_A\_1304 rev. P02  
Ashburn T2 -4 Unit Terrace Elevations plan ref:  
02292\_JTP\_HT\_ASH\_ZZ\_DR\_A\_1305 rev. P02

Devoke T1 -Semi-Detached plan ref: 02292\_JTP\_HT\_DEV\_ZZ\_DR\_A\_1306 rev.  
P02

Devoke T1 -Semi-Detached Elevations plan ref:  
02292\_JTP\_HT\_DEV\_ZZ\_DR\_A\_1307 rev. P02

Devoke T2 -Semi-Detached plan ref: 02292\_JTP\_HT\_DEV\_ZZ\_DR\_A\_1308 rev.  
P02

Devoke T2 -Semi-Detached Elevations plan ref:  
02292\_JTP\_HT\_DEV\_ZZ\_DR\_A\_1309 rev. P02

Devoke T3 -Semi-Detached plan ref: 02292\_JTP\_HT\_DEV\_ZZ\_DR\_A\_1310 rev.  
P02

Devoke T3 -Semi-Detached Elevations plan ref:  
02292\_JTP\_HT\_DEV\_ZZ\_DR\_A\_1311 rev. P02

Devoke T4 -Semi-Detached plan ref: 02292\_JTP\_HT\_DEV\_ZZ\_DR\_A\_1312 rev. P02

Devoke T4 -Semi-Detached Elevations plan ref:  
02292\_JTP\_HT\_DEV\_ZZ\_DR\_A\_1313 rev. P02

Holgate - Semi-Detached plan ref: 02292\_JTP\_HT\_HOL\_ZZ\_DR\_A\_1320 rev. P02

Holgate -Semi-Detached Elevations plan ref: 02292\_JTP\_HT\_HOL\_ZZ\_DR\_A\_1321 rev. P02

Swept Path Analysis 7.9m Fire Tender plan ref: 86840-CUR-XX-00-D-TP- 05002 rev.P05

Swept Path Analysis Large Car plan ref: 86840-CUR-XX-00-D-TP- 05003 rev.P05

Proposed Access Arrangement plan ref: 86840-CUR-XX-00-D-TP- 75001 rev.P06

Design and Access Statement (Summary of changes)

Valuation Appraisal Summary

Noise Impact Assessment reference: 51-413-R1-4 dated June 25

Received 11th August 2025

Level 00- Proposed Refuse Store Location Plan ref:  
02292\_JTP\_MP\_00\_DR\_A\_1103

Waste proforma

Swept Path Analysis 11.2m Refuse Vehicle plan ref: 86840-CUR-XX-00-D-TP-05001 rev. P08

Received 14<sup>th</sup> August 2025

Biodiversity Net Gain Assessment ref: CW20-2148 RPT 003 dated August 2025 and BNG Metric

Received 20<sup>th</sup> August 2025

Environment Bank letter ref: B-MANC2506 version 2 dated 1<sup>st</sup> September 2025 received 1<sup>st</sup> September 2025

Agent email dated 5<sup>th</sup> September 2025 responding to noise matters.

Viability Assessment Review dated 21 August 2025 received 15<sup>th</sup> September 2025

Drainage Management Strategy ref: HYD1020\_CRABTREE.LANE\_DMS revision 4 dated October 2025

Flood Risk Assessment ref: HYD1015\_CRABTREE.LANE\_FRA revision 4 dated October 2025

Received 21<sup>st</sup> October .2025

Biodiversity Net Gain Metric Calculation Tool V3 ref: 20-2148 received 27<sup>th</sup> October 2025

Draft Remediation Strategy and Enabling Works Version 1.0 ref no: BSH2258 dated 12<sup>th</sup> November 2025 received 14<sup>th</sup> November 2025

Addendum Design and Access Statement

Received 27<sup>th</sup> November 2025

Block C- Ground and First floor plans ref: 02292-JTP-BC-ZZ-DR-A-1408 rev. P03  
Block C – Second and third floor plans ref: 02292-JTP-BC-ZZ-DR-A-1409 rev. P03  
Block C- Roof Plan ref: 02292-JTP-BC-RF-DR-A-1410 rev. P03

Block D- Ground and First floor plans ref: 02292-JTP-BD-ZZ-DR-A-1412 rev. P03  
Block D – Second and third floor plans ref: 02292-JTP-BD-ZZ-DR-A-1413 rev. P03  
Block D- Roof Plan ref: 02292-JTP-BD-RF-DR-A-1414 rev. P03  
Bin Store Plans and Elevations plan ref: 02292\_JTP\_HT\_A\_ZZ\_DR\_A\_1501 rev. P02

Fewston T1 - Semi-Detached plan ref: 02292\_JTP\_HT\_FEW\_ZZ\_DR\_A\_1314 rev. P03

Fewston T1 -Semi-Detached Elevations plan ref:  
02292\_FEW\_HT\_DEV\_ZZ\_DR\_A\_1315 rev. P03

Fewston T2 - Semi-Detached plan ref: 02292\_JTP\_HT\_FEW\_ZZ\_DR\_A\_1316 rev. P03

Fewston T2 -Semi-Detached Elevations plan ref:  
02292\_JTP\_HT\_FEW\_ZZ\_DR\_A\_1317 rev. P03

Fewston T3 - Semi-Detached plan ref: 02292\_JTP\_HT\_FEW\_ZZ\_DR\_A\_1318 rev. P03

Fewston T3 -Semi-Detached Elevations plan ref:  
02292\_JTP\_HT\_FEW\_ZZ\_DR\_A\_1319 rev. P03

Longford T1 - Semi-Detached plan ref: 02292\_JTP\_HT\_LON\_ZZ\_DR\_A\_1322 rev. P03

Longford T1 -Semi-Detached Elevations plan ref:  
02292\_JTP\_HT\_LON\_ZZ\_DR\_A\_1323 rev. P02

Longford T2 - Semi-Detached plan ref: 02292\_JTP\_HT\_LON\_ZZ\_DR\_A\_1324 rev. P03

Longford T2 -Semi-Detached Elevations plan ref:  
02292\_JTP\_HT\_LON\_ZZ\_DR\_A\_1325 rev. P02

Seacourt T1-4 Unit Terrace Unit Terrace Plans 1 plan ref: 02292-JTP-HT-SEA-ZZ-DR-A-1326 rev.P03

Seacourt T1 -4 Unit Terrace Plans 2 Roof plan ref: 02292-JTP-HT-SEA-ZZ-DR-A-1327 rev.P03

Seacourt T1-4 Unit Terrace – Elevation plan ref: 02292-JTP-HT-SEA-ZZ-DR-A-1328 rev.P03

Seacourt T1-4 Unit Terrace – Elevations 2 plan ref: 02292-JTP-HT-SEA-ZZ-DR-A-1329 rev.P03

Seacourt T2-4 Unit Terrace Unit Terrace Plans 1 plan ref: 02292-JTP-HT-SEA-ZZ-DR-A-1330 rev.P03

Seacourt T2 -4 Unit Terrace Plans 2 Roof plan ref: 02292-JTP-HT-SEA-ZZ-DR-A-1331 rev.P03

Seacourt T2-4 Unit Terrace – Elevations 1 plan ref: 02292-JTP-HT-SEA-ZZ-DR-A-1332 rev.P03

Seacourt T2-4 Unit Terrace – Elevations 2 plan ref: 02292-JTP-HT-SEA-ZZ-DR-A-1333 rev.P03

Seacourt T3-4 Unit Terrace Unit Terrace Plans 1 plan ref: 02292-JTP-HT-SEA-ZZ-DR-A-1334 rev.P03

Seacourt T3 -4 Unit Terrace Plans 2 Roof plan ref: 02292-JTP-HT-SEA-ZZ-DR-A-1335 rev.P03

Seacourt T3-4 Unit Terrace – Elevations 1 plan ref: 02292-JTP-HT-SEA-ZZ-DR-A-1336 rev.P03

Seacourt T3-4 Unit Terrace – Elevations 2 plan ref: 02292-JTP-HT-SEA-ZZ-DR-A-1337 rev.P03

Proposed roof plan ref: 02292-JTP-MP-RF-DR-A-1101 rev.P04

Proposed site sections A-D plan ref: 02292\_JTP\_MP\_ZZ\_DR\_A\_1201 rev. P04

Proposed site sections E-H plan ref: 02292\_JTP\_MP\_ZZ\_DR\_A\_1202 rev. P04

Boundary Treatment plan ref: UG\_2791\_LAN\_BT\_DRW\_501 rev.P04 (

Notwithstanding treatment to plots nos. 17 and 18)

General Arrangement plan ref: UG\_2791\_LAN\_GA\_DRW\_101 rev.P20

Hard Landscaping plan ref: : UG\_2791\_LAN\_HL\_DRW\_201 rev.P18

Soft Landscaping plan ref: : UG\_2791\_LAN\_SL\_DRW\_301 rev.P17

Houses plot by plot schedule ref: SCH01 rev.P03

Flat blocks plot by plot schedule ref: SCH02 rev.P03

Level 00 – Proposed Site plan ref: 02292\_JTP\_MP\_00\_DR\_A\_1100 rev.P04

Culvert Survey GPS/Topo Overlay 4091-KHNW-DR-A-2000 rev.P3

Bin stores- Plans and elevations plan ref: 02292\_JTP\_HT\_A-ZZ-DR-A-1501 rev.P03

Received 13<sup>th</sup> January 2026

Letter from Brett Associates dated 13<sup>th</sup> February 2026 in regard to culvert and easement matters received 16<sup>th</sup> February 2026

Agent email dated 2<sup>nd</sup> March 2026 related to apartment heating

EVC plan ref: 4091-KHNW-DR-A-3000 rev.C

Interim Travel Plan ref: 086840-CUR-XX-XX-T-TP-00002 Revision: P03 dated : 28 March 2025

received 2<sup>nd</sup> March 2026

Agent email dated 17<sup>th</sup> March 2026 confirming that the Proposed Development would deliver 62 dwellings (32% for affordable housing) to be managed by a Registered Provider.

Reason - To ensure that the development is carried out in accordance with the approved plans, pursuant to policies SP1 and DM1 of the Manchester Core Strategy (2012).

3. Notwithstanding the content of the Construction Management Plan and 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, which for the avoidance of doubt should include;

- o The routing of construction traffic;
- o Detail the vehicular activity associated with the construction including appropriate swept path assessment;
- o Details of the location and arrangements for contractor parking;
- o The identification of the vehicular access points into the site.
- o Identify measures to control dust and mud, including on the surrounding public highway including details of how the wheels of contractor's vehicles are to be cleaned during the construction period;
- o The details of an emergency telephone contact number for the site contractor to be displayed in a publicly accessible location;
- o A highway dilapidation survey including photographs and commentary on the condition of carriageway/footways on construction vehicle routes surrounding the site.
- o Identify measures to reduce noise emissions;

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 (2012).

4. No development shall take place (including demolition, ground works, vegetation clearance) until a construction environmental management plan (CEMP: biodiversity) has been submitted to and approved in writing by the local planning authority. The CEMP shall reference measures to protect the SBI/canal, measures to treat and prevent the spread of invasive species, Reasonable Avoidance Measures (RAMs) for nesting birds, reptiles and amphibians, and Precautionary Measure of Works (PMoW) for mammals, and shall include the following.

- a) Risk assessment of potentially damaging construction activities.
- b) Identification of "biodiversity protection zones".
- c) Practical measures (both physical measures and sensitive working practices) to avoid or reduce impacts during construction (may be provided as a set of method statements).
- d) The location and timing of sensitive works to avoid harm to biodiversity features.
- e) The times during construction when specialist ecologists need to be present on site to oversee works.
- f) Responsible persons and lines of communication.
- g) The role and responsibilities on site of an ecological clerk of works (ECoW) or similarly competent person.
- h) Use of protective fences, exclusion barriers and warning signs.

The approved CEMP shall be adhered to and implemented throughout the construction period strictly in accordance with the approved details.

Reason - In the interests of safeguarding ecology and biodiversity , pursuant to Policy EN15 of the Manchester Core Strategy, Policies JP-G8 of Places for Everyone, National Planning Policy Framework (NPPF) and Schedule 7A of the Town and Country Planning Act 1990 (as amended).

5. Prior to above ground works, samples and specifications of all materials to be used on all external elevations of the development shall be submitted to and approved in writing by the City Council as local planning authority. The development shall be carried out in accordance with the agreed details.

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, pursuant to policies SP1 and DM1 of the Manchester Core Strategy (2012).

6. Prior to any above ground works, and notwithstanding plans specified in condition no.2, full detailed designs (including specifications) of all on site and off site highways works (including any Traffic Regulation Orders, finalised design details of pedestrian routes alongside the unadopted sections of highway and details of footpaths reinstatement/public realm ) and a delivery sequence, shall be submitted to and approved in writing by the City Council as local planning authority.

(b) Within six months from completion of the development hereby approved, a verification report, which will include photographic evidence and highway approval/completion notices (where relevant) related to the agreed highway works shall be submitted to and approved in writing by the City Council as local planning authority.

(c) In the event of non-conformity, where the highway works have not been carried out and/or to relevant standards, then any measures/changes required to achieve conformity shall be carried out. Any required measures/changes and verification shall continue until conformity has been achieved and agreed in writing by the Local Planning Authority, before first occupation of the development.

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).

7. Finalised details of the indicative traffic calming measures shown on plan ref: Proposed Access Arrangement ref: 86840-CUR-XX-00-D-TP-75001 rev.P05 in the Appendices of the Transport Assessment shall be submitted to and approved in writing by the City Council as local planning authority. The highway works shall be implemented in accordance with the approved details and approved delivery sequence, and all the agreed works shall be completed prior to the first dwelling unit being occupied.

Reason - In the interests of highway safety, pursuant to policy T1 of the Manchester Core Strategy (2012).

8. Prior to the occupation of the apartments, a Car Park Management Plan related to the proposed apartments shall be submitted to and approved in writing by the City Council as local planning authority. The development shall be implemented in accordance with the approved details, and all the agreed measures shall be completed prior to the first apartment being occupied.

Reason - In the interests of highway safety, pursuant to policy T1 of the Manchester Core Strategy (2012).

9. The car parking indicated on the approved plans for the dwellings (including apartments), shall be surfaced, demarcated and made available for use prior to the associated dwellings (including apartments), hereby approved being occupied. The car parking shall then be available at all times whilst the dwellings (including apartments), are occupied.

Reason - To ensure that there is adequate car parking for the development proposed when the building is occupied, pursuant to policies T2, SP1 and DM1 of the Manchester Core Strategy (2012).

10. a) The cycle storage arrangements shall be implemented in accordance with the details on the Sustainable Travel plan on page 36 of the Design and Access Statement dated March 2025.

b) Finalised detailed design of the cycle stores for the dwellinghouses shall be submitted to and approved in writing by the City Council as local planning authority. The development shall be implemented in accordance with the approved details, and all the agreed measures shall be completed for each dwelling house, prior to the occupation of that dwellinghouse, and be retained thereafter.

Reason - To ensure that adequate provision is made for bicycle parking so that persons occupying or visiting the development have a range of options in relation to mode of transport in order to comply with Policies SP1, T1, T2, EN6 and DM1 of the Manchester Core Strategy (2012) and the guidance provided within the National Planning Policy Framework and the Guide to Development in Manchester Supplementary Planning Document and Planning Guidance.

11. a) Before the residential development hereby approved is first occupied, a Full Travel Plan shall be submitted to and agreed in writing by the City Council as Local Planning Authority. In this condition a Travel Plan means a document which includes: i) the measures proposed to be taken to reduce dependency on the private car by those attending or employed in the development.

ii) a commitment to surveying the travel patterns of staff 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.

b) Within six months of the first occupation of the development (or an alternative timescale to be agreed in writing with the Local Planning Authority), 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 for the development. Any Travel Plan which has

been approved by the City Council as local planning authority shall be implemented in full for the development at all times when the development hereby approved is in use.

Reason - To assist promoting the use of sustainable forms of travel to the development, pursuant to policies SP1, T2 and DM1 of the Manchester Core Strategy (2012) and the Guide to Development in Manchester SPD (2007).

12. a) Finalised specifications of the electric charging points shown on Electric Vehicle Charging Plan ref: 4091-KHNW-DR-A-3000 rev.C received 2<sup>nd</sup> March 2026, shall be submitted to and approved in writing by the City Council as local planning authority prior to the first occupation of the residential development hereby approved.

b) Prior to occupation of the residential development any agreed mitigation measures shall be implemented and verified as such in writing by the City Council as local planning authority and shall remain in situ whilst the use or development is in operation.

Reason - 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 EN16, SP1 and DM1 of the Manchester Core Strategy (2012).

13. a) Before commencement of the development hereby approved, 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 the 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 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. The development shall then be carried out in accordance with the approved Site Investigation Report and/or Remediation Strategy.

b) Before the development hereby approved commences, a report prepared outlining what measures, if any, are required to remediate the land (the Remediation Strategy) which shall be submitted to and approved in writing by the City Council as local planning authority.

c) When the development commences, the development shall be carried out in accordance with the previously agreed Remediation Strategy and prior to occupation 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 in each phase 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 EN18, SP1 and DM1 of the Manchester Core Strategy (2012).

14. If, during development, contamination not previously identified is found to be present at the site then no further development (unless otherwise agreed in writing with the local planning authority) shall be carried out until a remediation strategy detailing how this contamination will be dealt with has been submitted to, and approved in writing by, the Local Planning Authority. This strategy will include the following components:

1. An additional ground investigation scheme to provide information for a detailed assessment of the risk to all receptors that may be affected, including those off-site
2. The results of the site investigation and the detailed risk assessment referred to in (1) and, based on these, an options appraisal and remediation strategy giving full details of the remediation measures required and how they are to be undertaken.
3. A verification plan providing details of the data that will be collected in order to demonstrate that the works set out in the remediation strategy in (2) are complete and identifying any requirements for longer-term monitoring of pollutant linkages, maintenance and arrangements for contingency action. The remediation strategy shall be implemented as approved.

Reason - To ensure that the development does not contribute to and is not put at unacceptable risk from or adversely affected by, unacceptable levels of water pollution from previously unidentified contamination sources at the development site, in accordance with the National Planning Policy Framework, and pursuant to policies EN18, SP1 and DM1 of the Manchester Core Strategy (2012).

15. Prior to the commencement of development, the submission of an Unexploded Ordnance mitigation strategy, and a report prepared outlining what measures, if any, are required to remediate the land shall be submitted to and approved in writing by the City Council as local planning authority. The development shall be carried out in accordance with the agreed details.

Reason - To ensure that the presence of or the potential for any Unexploded Ordnance is detected and appropriate remedial action is taken in the interests of

public safety, pursuant to policies SP1 and DM1 of the Manchester Core Strategy (2012).

16. Piling methods using penetrative methods shall not be carried out other than with the written consent of the local planning authority. The development shall be carried out in accordance with the approved details.

Reason To ensure that the proposed ground improvement activity, does not harm groundwater resources in line with paragraph 187 of the National Planning Policy Framework and Position Statement J of the 'The Environment Agency's approach to groundwater protection' and in accordance with policy EN17 of the Manchester Core Strategy (2012)

17. No drainage systems for the infiltration of surface water to the ground where known or suspected elevated concentrations of contamination are known or suspected to be present is permitted other than with the written consent of the local planning authority. Any proposals for such systems must be supported by an assessment of the risks to controlled waters. The development shall be carried out in accordance with the approved details.

Reason To ensure that the proposed activity, does not harm groundwater resources in line with paragraph 187 of the National Planning Policy Framework and Position Statement J of the 'The Environment Agency's approach to groundwater protection' and in accordance with policy EN17 of the Manchester Core Strategy (2012).

18. a) Notwithstanding the content of Noise Impact Assessment Reference: 51-413-R1-3, Date: April 25: prior to above ground works a scheme for acoustically insulating the proposed residential accommodation against noise from surrounding roads, schools and commercial uses shall be submitted to and approved in writing by the City Council as local planning authority. There may be other actual or potential sources of noise which require consideration on or near the site, including any local commercial/industrial premises and schools.

The potential for overheating shall also be assessed, and the noise insulation scheme shall take this into account. The approved noise insulation and ventilation scheme shall be completed before any of the dwelling units are occupied.

Noise survey data shall include measurements taken during a rush hour period and night time to determine the appropriate sound insulation measures necessary.

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

Reason- To secure a reduction in noise from traffic or other sources in order to protect future residents from noise disturbance and to reduce the potential for

overheating, pursuant to policies SP1, and DM1 of the Manchester Core Strategy (2012), and saved UDP policy DC26.

19. a) Externally mounted ancillary plant, equipment and servicing or louvres and plant associated with or located behind any louvres shall be selected and/or acoustically treated in accordance with a scheme designed so as to achieve a rating level of 5dB (LAeq) below the typical background (LA90) level at the nearest noise sensitive location. Prior to commencement of the use hereby approved the scheme shall be submitted to and approved in writing by the City Council as local planning authority in order to secure a reduction in the level of noise emanating from the site. The scheme shall be implemented in full before the use commences or as otherwise agreed in writing by the City Council as local planning authority.

b) Prior to the operation of the scheme a verification report shall be submitted to and approved in writing by the City Council as local planning authority to validate that the work undertaken throughout the development conforms to the recommendations and requirements in the approved acoustic report. The report shall also undertake post completion testing to confirm that the noise criteria have been met. Any instances of non-conformity with the recommendations in the report shall be detailed along with any measures required to ensure compliance with the agreed noise criteria.

Reason - To minimise the impact of the development and to prevent a general increase in pre-existing background noise levels around the site, pursuant to policies SP1, and DM1 of the Manchester Core Strategy (2012), and saved UDP policy DC26.

20. a) The development shall be implemented in accordance with the details on the Bin Stores - Plans and Elevations plan ref: 02292\_JTP\_HT\_A\_ZZ\_DR\_A\_1501 rev. P03; Level 00- Proposed Refuse Store Location Plan ref: 02292\_JTP\_MP\_00\_DR\_A\_1103( apartment waste locations only); and Waste proforma received 14<sup>th</sup> August 2025.

b) The details of the approved scheme shall be implemented as part of the development prior to the occupation of the dwellinghouses and shall remain in situ whilst the use or development is in operation.

Reason - In the interests of amenity and public health, pursuant to policies SP1, EN19 and DM1 of the Manchester Core Strategy (2012).

21. a) Prior to commencement of the development, an air quality impact assessment together with mitigation measures to safeguard local air quality shall be submitted to and approved in writing by the City Council as local planning authority.

b) Prior to occupation of the development any agreed mitigation measures shall be implemented and verified as such in writing by the City Council as local planning authority and shall remain in situ whilst the use or development is in operation.

Reason- 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 EN16, SP1 and DM1 of the Core Strategy (2012).

22. The development shall only be carried out in accordance with sections 3.3, and 4 in the Crime Impact Statement version C 14<sup>th</sup> February 2025 ref: 2021/0471/CIS/01 and the agreed measures shall be retained and maintained thereafter. 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 for that the development.

Reason - To reduce the risk of crime pursuant to policies SP1 and DM1 of the Manchester Core Strategy (2012) and to reflect the guidance contained in the National Planning Policy Framework.

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

Reason - To promote sustainable development, secure proper drainage and to manage the risk of flooding and pollution, pursuant to national policies within the NPPF and NPPG and policies EN08 and EN14 in the Manchester Core Strategy (2012).

24. 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:

- Verification report providing photographic evidence of construction as per design drawings, which shall include flow control and attenuation components;
- As built construction drawings if different from design construction drawings;
- 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 a maintenance mechanism for the lifetime of the development, pursuant to policies EN8, EN14, EN17 and DM1 of the Manchester Core Strategy (2012).

25. No site clearance works, including works to trees or shrubs, shall commence between 1 March and 31 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 that no bird nests are present has been submitted to and approved in writing by the City Council as local planning authority.

Reason - In order to provide protection to nesting birds, pursuant to policy EN15 of the Manchester Core Strategy (2012).

26. Prior to the commencement of development (including ground works and vegetation clearance), a reasonable avoidance measures method statement for hedgehogs, reptiles and other wildlife covering the site clearance and construction phases of the development shall be submitted to and approved by the local planning authority. The development shall be implemented in accordance with the approved measures.

Reason - to minimise the risk of accidental harm of a European Protected Species (Habitats Regulations 1994), pursuant to policy EN15 of the Manchester Core Strategy (2012).

27. If no development commences within 12 months of the date of consent, a further survey of the site and locality for reptiles, bat roosts and badger setts shall be undertaken and the findings shall be submitted to and approved by the local planning authority. The development shall be undertaken with any measures identified as being necessary following the outcome of the survey.

Reason - to minimise the risk of accidental harm of a European Protected Species (Habitats Regulations 1994), pursuant to policy EN15 of the Manchester Core Strategy (2012).

28. a) Prior to above ground works, details of location and design of the ecological enhancement measures referenced in the Preliminary Ecological Appraisal ref: CW20-2148 RPT 001 dated March 2025 ( Bird and bat boxes/bricks , together with arrangements for hedgehog gaps within the proposed boundary treatment) shall be submitted to and approved in writing by the City Council as local planning authority.

b) The development shall be implemented in accordance with the approved scheme prior to the occupation of the houses and apartments, and retained at all times thereafter.

Reason - To ensure that landscape and ecology management is adequately in place and to ensure the longevity of new planting in different areas of the site and to comply with policy EN15 of the Manchester Core Strategy (2012).

29. a) The landscaping scheme for the development shall be implemented in accordance with the details on the plans specified below:

General Arrangement plan ref: UG\_2791\_LAN\_GA\_DRW\_101 rev.P20

Hard Landscaping plan ref: : UG\_2791\_LAN\_HL\_DRW\_201 rev.P18

Soft Landscaping plan ref: : UG\_2791\_LAN\_SL\_DRW\_301 rev.P17

b) Prior to above ground works, a detailed landscape management plan shall be submitted to and approved by the local planning authority. The development shall be implemented in accordance with the approved measures.

c) The approved landscaping scheme shall be implemented not later than 18 months from the date the buildings are first occupied, with the exception of the area to be occupied by the site compound, which will be implemented not later than 3 months of the last occupation.

d) 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 in the development, another tree or shrub of the same species and size as that originally planted shall be planted at the same place within the development.

Reason - To ensure that a satisfactory landscaping scheme for the development is carried out that respects the character and visual amenities of the area, in accordance with policies SP1, EN9 and DM1 of the Manchester Core Strategy (2012).

30. Notwithstanding the submitted details, no development shall take place within 15m from the edge of the canal towpath until a scheme showing details of the foundations for the proposed buildings adjacent to the canal have been first submitted to and approved in writing by the Local Planning Authority. The details shall:

- Provide cross sections showing the foundations of the proposed apartment buildings in relation to the canal and towpath, including written dimensions and relative levels;
- Outline the means of construction of the foundations of the four apartment buildings closest to the canal, including proposed earthmoving and excavation works required and set out how the canal would be protected during the works (including details of any proposed temporary protective fencing or buffer zone to be erected) to safeguard the waterway infrastructure during construction. If piled foundations are to be used then details of the vibration limits and monitoring shall also be submitted;
- Details of the root containment/tree pits for any trees to be planted within 15m of the canal towpath, to prevent any roots from causing detriment to the canal infrastructure. The development shall only be carried out in strict accordance with the approved scheme.

Reason- To protect the structural stability of the canal infrastructure which could be adversely affected by the development and to accord with the advice and guidance relating to land stability contained in Paragraphs 187(e) and (f) and 196 of the National Planning Policy Framework, and pursuant to policy EN17 of the Manchester Core Strategy (2012).

31. Prior to the commencement of development (including ground works and vegetation clearance), an invasive non-native species protocol shall be submitted to and approved by the local planning authority, detailing the containment, control and removal of invasive plant species on site (*Japanese knotweed*, *Himalayan balsam* and *rockspray cotoneaster*). The measures shall be carried out strictly in accordance with the approved scheme.

Reason - To prevent the spread of invasive species in accordance with the Wildlife and Countryside Act 1981, and in accordance with policies EN9 and EN15 of the Manchester Core Strategy (2012).

32. Prior to the occupation of the development, details of the strategy for all external lighting, including lighting on the buildings, within the building's curtilage, and lighting units within the public realm works, shall be submitted to, and approved in writing by, the City Council as local planning authority. The development shall be implemented in accordance with the approved details.

Reason - To ensure adequate lighting within the development and to ensure full accessibility within the public realm works, and would not adversely impact on protected species pursuant to policies SP1 and policy DM1 of the Manchester Core Strategy (2012).

33. If, when the lighting units are illuminated, they cause glare or light spillage which is in the opinion of the City Council as Local Planning Authority to the detriment of adjoining and nearby residential properties, such measures as the Council as Local Planning Authority confirm in writing that they consider necessary including baffles and/or cut-offs shall be installed on the units and adjustments shall be made to the angle of the lighting units and the direction of illumination, which shall thereafter be retained in accordance with details which have received the prior written approval of the Local Planning Authority.

Reason - In order to minimise the impact of the illumination of the lights on the occupiers of existing and proposed nearby residential accommodation, pursuant to policies SP1 and policy DM1 of the Manchester Core Strategy (2012).

34. Prior to any works on the proposed development commencing (excluding demolition), a written 30-year Habitat Management and Maintenance Plan (HMMP) for the site shall be submitted to and approved in writing by the City Council as local planning authority. The approved HMMP shall relate to all 'significant' biodiversity gains on site and shall be strictly adhered to and implemented in full for its duration and shall contain:

- A) Aims, objectives and targets for management, including habitat target conditions matching the associated Biodiversity Metric submitted with the application.
- B) Descriptions of the management operations necessary to achieving aims and objectives.
- C) Preparation of a works schedule, including timescales for habitat clearance and habitat creation and/or enhancement.
- D) Details of monitoring needed to measure the effectiveness of management.
- E) Details of the persons responsible for the implementation and monitoring.
- F) Mechanisms of adaptive management and remedial measures to account for changes in the work schedule to achieve required targets.
- G) Reporting on years 1, 2, 5, 10, 20 and 30'.

Reason - In the interests of biodiversity net gain being achieved on site pursuant to Policy EN15 of the Manchester Core Strategy, Policies JP-G8 of Places for Everyone, National Planning Policy Framework (NPPF) and Schedule 7A of the Town and Country Planning Act 1990 (as amended).

35. Prior to the first occupation of the houses, an agreed programme of archaeological works shall be submitted to and approved in writing by the City Council as local planning authority including:

1. A programme for post-investigation assessment to include: - analysis of the site investigation records and finds; - production of a final report on the investigation results.
2. Deposition of the final report with the Greater Manchester Historic Environment Record.
3. Dissemination of the results of the archaeological investigations commensurate with their significance.
4. Provision for archive deposition of the report and records of the site investigation.

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

36. a) The residential development shall be implemented in full accordance with the measures set out in Energy and Carbon Statement ref: PBS/25/3419 rev.02 dated 14<sup>th</sup> April 2025 as revised by the content of email from planning agent dated 02.03.2026.

b) A post construction review certificate/statement shall be submitted for approval for the development, within a timescale that has been previously agreed in writing for the development, to the City Council as Local Planning Authority.

Reason - In order to minimise the environmental impact of the development pursuant to policies SP1, T1-T3, EN4-EN7 and DM1 of the Manchester Core Strategy (2012) and the principles contained within The Guide to Development in Manchester SPD (2007) and the National Planning Policy Framework.

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

Reason - In the interests of residential amenity, to safeguard the character of the area and to maintain the sustainability of the local community through provision of accommodation that is suitable for people living as families pursuant to policies DM1 and H11 of the Manchester Core Strategy (2012) and the guidance contained within the National Planning Policy Framework.

38. Notwithstanding the provisions of the Town and Country Planning (General Permitted Development) (England) Order 2015 (or any order revoking and reenacting that Order with or without modification) the dwellinghouses hereby approved shall be used only as private dwellings (which description shall not include serviced accommodation 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(a) 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 Class C3(a).

Reason - To safeguard the amenities of the neighbourhood by ensuring that other uses which could cause a loss of amenity such as serviced apartments/apart hotels do not commence without prior approval; to safeguard the character of the area, and to maintain the sustainability of the local community through provision of accommodation that is suitable for people living as families pursuant to policies DM1 and H11 of the Manchester Core Strategy (2012) and the guidance contained within the National Planning Policy Framework.

39. Notwithstanding the provisions of the Town and Country Planning (General Permitted Development) Order 2015 (or any order revoking and re-enacting that Order with or without modification) no garages, extensions, porches, roof alterations or outbuildings shall be erected onto the dwellings within the development hereby approved other than those expressly authorised by this permission.

Reason - To safeguard the amenities of the occupiers of nearby residential accommodation, pursuant to policies SP1 and DM1 of the Manchester Core Strategy (2012).

40. Notwithstanding the provisions of the Town and Country Planning (General Permitted Development) Order 2015 (or any order revoking and re-enacting that Order with or without modification) no windows shall be inserted into the elevations of the dwellinghouses hereby approved other than those shown on the approved drawings specified in condition 2.

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

41. Notwithstanding the provisions of the Town and Country Planning (General Permitted Development) Order 2015 as amended by the Town and Country Planning (Permitted Development and Miscellaneous Amendments) (England) (Coronavirus) Regulations 2020 or any legislation amending or replacing the same, no further development in the form of upward extensions to the buildings shall be undertaken save where it is authorised by the granting of planning permission.

Reason - In the interests of protecting residential amenity and visual amenity of the area in which the development is located pursuant to policies DM1 and SP1 of the Manchester Core Strategy (2012).

42. Finalised detailed designs of the boundary treatment shown on Boundary Treatment plan ref: UG\_2791\_LAN\_BT\_DRW\_501 rev.P04 (notwithstanding treatment to plots nos. 17 and 18) shall be submitted to and approved in writing by the City Council as local planning authority prior to above ground works.

The approved details shall be implemented prior to the occupation of the dwelling unit which they are related to, and be retained thereafter.

Reason - To ensure that the appearance of the development is acceptable to the City Council as local planning authority in the interests of the visual amenity of the area within which the site is located in order to comply with Policies SP1, EN1 and DM1 of the Manchester Core Strategy (2012), and the guidance provided within the Guide to Development in Manchester Supplementary Planning Document and Planning Guidance.

43. Notwithstanding the boundary treatment details for plot nos. 17 and 18 shown on Boundary Treatment plan ref: UG\_2791\_LAN\_BT\_DRW\_501 rev.P04, prior to above ground works finalised detailed designs which take account of the recommendations within the Noise Impact Assessment reference: 51-413-R1-4 dated June 25 received 11th August 2025, shall be submitted to and approved in writing by the City Council as local planning authority prior to above ground works. The approved details shall be implemented prior to the occupation of the dwelling units on plot nos. 17 and 18, and be retained thereafter.

Reason - To safeguard residential amenity and to ensure that the appearance of the development is acceptable to the City Council as local planning authority in the interests of the visual amenity of the area within which the site is located in order to comply with Policies SP1, EN1 and DM1 of the Manchester Core Strategy (2012), and the guidance provided within the Guide to Development in Manchester Supplementary Planning Document and Planning Guidance.

44. a) Prior to the commencement, 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 each phase of the development. In this condition a Local Benefit Proposal means a document which includes:

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).

45. All windows to ensembles and bathrooms in side gables shall be obscurely glazed to a specification of no less than level 5 of the Pilkington Glass Scale or such other alternative equivalent and maintained in perpetuity.

Reason - In the interest of privacy and to protect the amenity and living conditions of adjacent properties and in accordance with policies EN1, SP1 and DM1 of the Manchester Core Strategy (2012)

## Informatives

- 1) The applicant/developer is advised to contact the Canal & River Trust Infrastructure Services Team on 01782 779909 or email [Enquiries.TPWNorth@canalrivertrust.org.uk](mailto:Enquiries.TPWNorth@canalrivertrust.org.uk) in order to ensure that any necessary consents are obtained and that the works comply with the Canal & River Trust "Code of Practice for Works affecting the Canal & River Trust" to ensure the waterways are protected and safeguarded.
- 2) Construction/demolition works shall be confined to the following hours:  
Monday - Friday: 7.30am - 6pm  
Saturday: 8.30am - 2pm  
Sunday / Bank holidays: No work
- 3) The applicant is advised that any requirements for licensing, hoarding / scaffolding and any associated temporary traffic management arrangements will need discussion and agreement with the council's Highways Applications and Network Resilience teams via Contact Manchester (Tel. 0161 234 5004) Email - [highwaylicences@manchester.gov.uk](mailto:highwaylicences@manchester.gov.uk).
- 4) Whilst the works have been assessed as having negligible risk for bats, the applicant is reminded that under the Habitat Regulation it is an offence to disturb, harm or kill bats. If a bat and the signs of bats is found all work should cease immediately and a suitably licensed bat worker employed to assess how best to safeguard the bat(s). Natural England should also be informed.
- 5) Cadent Gas Ltd own and operate the gas infrastructure within the area of your development. There may be a legal interest (easements and other rights) in the land that restrict activity in proximity to Cadent assets in private land. The applicant must ensure that the proposed works do not infringe on legal rights of access and or restrictive covenants that exist.

If buildings or structures are proposed directly above the apparatus the development may only take place following diversion of the apparatus. The applicant should apply online to have apparatus diverted in advance of any works, by visiting [cadentgas.com/diversions](http://cadentgas.com/diversions)

Prior to carrying out works, including the construction of access points, please register on [www.linesearchbeforeudig.co.uk](http://www.linesearchbeforeudig.co.uk) to submit details of the planned works for review, ensuring requirements are adhered to.

6) MCC records highlight that the underground Clayton Brook Culvert is located within close proximity to the site while our records are frequently updated to ensure the highest level of accuracy, the records cannot guarantee 100% accuracy for all culverted assets. Therefore, we would request that the applicant informs the onsite contractor to remain observant and to take the appropriate safety precautions during excavation works. If any major unknown drainage assets are found beneath the site, then further investigation works should take place to identify the asset and MCC Lead Local Flood Authority (LLFA) should be contacted immediately. Any alterations to an ordinary watercourse will require consent from MCC LLFA under Land Drainage Act 1991. The developer can apply for land drainage consent (if required) via the following link:

[https://manchester.portal.uk.empro.verintcloudservices.com/site/myaccount/request/pr\\_watercourse\\_land](https://manchester.portal.uk.empro.verintcloudservices.com/site/myaccount/request/pr_watercourse_land)

7) The minimum standard S278 technical approval timescale is between 4-6 months and, if TRO's are included up to 12 months. Works on the highway must not start until technical approval has been given by the S278 Engineer and the relevant highways permits granted.

8) An application for off-site highways works condition discharge may only be submitted following securement of cash bond or surety provision of the total costs of the associated highways works as provided by the statutory approvals team. Evidence of this should be provided with the condition discharge documents. The process for permission to work on the highway can be found using the following link: [https://www.manchester.gov.uk/directory\\_record/451887/permission\\_to\\_work\\_on\\_the\\_highways\\_-\\_section\\_278\\_agreements/category/355/highways\\_and\\_pavements](https://www.manchester.gov.uk/directory_record/451887/permission_to_work_on_the_highways_-_section_278_agreements/category/355/highways_and_pavements)

9) The statutory framework for biodiversity net gain requires a Biodiversity Gain Plan to be submitted and approved to discharge the biodiversity gain condition prior to the commencement of development.

A developer must submit the Biodiversity Gain Plan to the planning authority in writing, no earlier than the day after planning permission has been granted. The use of the Biodiversity Gain Plan template is strongly encouraged to bring together the required information into one document for approval.

The following content of a Biodiversity Gain Plan is required for development:

- information about the steps taken or to be taken to minimise the adverse effect of the development on the biodiversity of the onsite habitat and any other habitat;
- the pre-development biodiversity value of the onsite habitat;
- the post-development biodiversity value of the onsite habitat;
- any registered off-site biodiversity gain allocated to the development and the biodiversity; and
- any biodiversity credits purchased for the development.

In addition, the following is required:

- name and address of the person completing the Plan, and (if different) the person submitting the Plan;
- a description of the development and planning permission reference number (to which the plan relates);

- the relevant date, for the purposes of calculating the pre-development biodiversity value of onsite habitats and if proposing an earlier date, the reasons for using this earlier date;
- the completed biodiversity metric calculation tool(s), stating the publication date of the tool(s), and showing the calculation of the pre-development onsite value on the relevant date, and post-development biodiversity value;
- a description of arrangements for maintenance and monitoring of habitat enhancement to which paragraph 9(3) of Schedule 7A to the 1990 Act applies (habitat enhancement which must be maintained for at least 30 years after the development is completed);
- (except for onsite irreplaceable habitats) a description of how the biodiversity gain hierarchy will be followed and where to the extent any actions (in order of priority) in that hierarchy are not followed and the reason for that;
- pre-development and post-development plans showing the location of onsite habitat (including any irreplaceable habitat) on the relevant date, and drawn to an identified scale and showing the direction of North;
- a description of any irreplaceable habitat on the land to which the plan relates which exist on the relevant date, and any part of the development for which planning permission is granted where the onsite habitat of that part is irreplaceable habitat arrangements for compensation for any impact the development has on the biodiversity of the irreplaceable habitat; and
- if habitat degradation has taken place:
  - a statement to this effect,
  - the date immediately before the degradation activity,
  - the completed biodiversity tool showing the calculation of the biodiversity value of the onsite habitat on that date, and
  - any available supporting evidence for the value.

There is a standard Biodiversity Gain Plan template available to complete which brings together many of these matters into one document.

The submission of a Biodiversity Gain Plan to a local planning authority falls under Regulation 16 of the Town and Country Planning (Fee for Applications, Deemed Applications, Requests and Site Visit) (England) Regulations 2012 (as amended), which covers fees for the written confirmation of compliance with a condition or conditions attached to a grant of planning permission.

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### **Schedule 3 - The Owner's Covenants**

The Owner hereby covenants with the Council as follows:

#### **GENERAL**

1. To notify the Council in writing within five (5) Working Days of Commencement of Development that development has Commenced;
2. To notify the Council in writing within five (5) Working Days of the date of the Completion of Construction of 85% of the Dwellings;
3. To pay to the Council the Biodiversity Net Gain Contribution immediately upon the Commencement of Development.

#### **VIABILITY REVIEW AT CALCULATION DATE AND VIABILITY PAYMENT**

4. Within ten (10) Working Days of the Calculation Date to confirm the Permitted Profit Level to the Council in writing and provide a copy of the Viability Appraisal to the Council.
5. In the event that the Council shall have served a notice on the Owner pursuant to paragraph 1.2 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 twenty eight (28) Working Days of the notice served by the Council pursuant to paragraph 1.2 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 as soon as practicable issue a written determination as to the matter in dispute and a written determination of the correct Viability Appraisal, which both Parties agree will be final and binding upon them (save in respect of manifest error);
6. The Viability Appraisal not by way of limitation shall include and confirm:
  - 6.1. the Permitted Profit Level;
  - 6.2. the GDV;
  - 6.3. the Costs;
  - 6.4. the Gross Margin; and,
  - 6.5. the Viability Payment, if any.

#### **VIABILITY PAYMENT**

7. On or before the Viability Payment Deadline to pay to the Council the Viability Payment (if any) PROVIDED ALWAYS that the Viability Payment will not be required to be any more than the Affordable Housing Contribution.
8. In the event that the information contained in the 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.

#### **Schedule 4 -The Council's Covenants**

The Council hereby covenants with the Owner as follows:

1. Within forty (40) Working Days of its receipt of the Viability Appraisal the Council shall give written notice to the Owner either:
  - 1.1. Stating that it accepts the Viability Appraisal; or
  - 1.2. Correcting or challenging any of the amounts or conclusions included in the Viability Appraisal and giving details of the disputed amounts or conclusions.
2. To use the Biodiversity Net Gain Contribution for the purpose for which it was paid in accordance with this Agreement and not otherwise.
3. To use any Viability Payment towards the provision of Affordable Housing within the Administrative Boundaries of Manchester and for no other purpose.
4. At the written request of the Owner to provide written confirmation of the discharge of the obligations contained in this Agreement when satisfied that such obligations have been performed within twenty (20) Working Days of receipt of the request.
5. The Council shall provide written details of any expenditure incurred by the Council using the Biodiversity Net Gain Contribution or any Viability Payment within twenty (20) Working Days of a written request to do so from the party/person who made the payment to the Council.
6. To repay to the paying party such sum or sums remaining from the Biodiversity Net Gain Contribution and any Viability Payment as have not been expended in accordance with paragraphs 2 and 3 of this Schedule 4 (excluding any such sums in respect of which though not yet expended the Council has contractually committed to expend) within ten (10) years of the date of receipt by the Council.
7. To issue the Planning Permission within two (2) Working Days of the date hereof.

### Schedule 5 - Viability Template

Land at Crabtree Lane, Openshaw

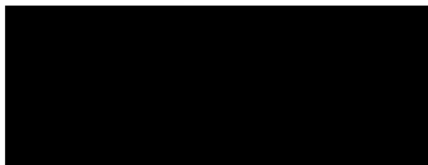
|                                                                       |           |
|-----------------------------------------------------------------------|-----------|
| GDV                                                                   | £         |
| Permitted Profit Level                                                | £         |
| Surveys                                                               | £         |
| Costs                                                                 | £         |
| Developer Contingency                                                 | £         |
| Professional fees TBA                                                 | £         |
| Insurances and Warranties TBA                                         | £         |
| Rights to Light Costs                                                 | £         |
| Sales and marketing costs TBA                                         | £         |
| Owner's Development Management Fee                                    | £         |
| Management Fee                                                        | £8,790.15 |
| Viability Assessment Fee                                              | £12,000   |
| Finance cost TBA                                                      | £         |
| Interest cost on deposits TBA                                         | £         |
| Tax relief TBA                                                        | £         |
| Lower of 1. Actual Land Value OR 2. Benchmark Land Value (Indexed)    | £         |
| Purchaser's Costs (Land)                                              |           |
| TOTAL COSTS                                                           |           |
| Gross Margin                                                          |           |
| Gross Margin minus Permitted Profit Level                             |           |
| VIABILITY PAYMENT = (Gross Margin minus Permitted Profit Level) x 50% |           |

NB –The sum of any Viability Payment shall not exceed the Affordable Housing Contribution

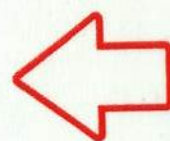
The Headings in the Viability Template are not exhaustive

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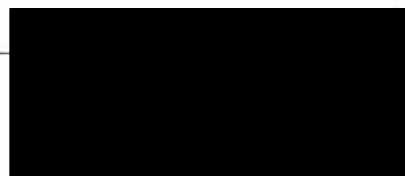
THE COMMON SEAL of THE COUNCIL OF THE  
CITY OF MANCHESTER was hereunto affixed in  
pursuance of an Order of the Council of the said City:



AUTHORISED SIGNATORY



Executed as a deed by



as attorney for )

KEEPMOAT HOMES LIMITED )

Attorney for Keepmoat Homes Limited

Under a power of attorney dated 28 July  
2025 )

In the presence of: )

Witness signature ...



Name .....

Address .....

The Waterfront  
Lakeside Boulevard  
Doncaster  
DN4 5PL

Occupation ...

PA