



DATED 23<sup>rd</sup> SEPTEMBER 2014

Ref: LS/2051.357/RM

LIVERPOOL CITY COUNCIL

And

URBAN SPLASH DEVELOPMENTS LIMITED

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S.106 Agreement

RE: Planning Application Ref: 13F/2954  
Land at Duncan Street Liverpool 1

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J McLoughlin  
City Solicitor  
Liverpool City Council

THIS DEED is made the 23<sup>rd</sup> day of SEPTEMBER 2014

BETWEEN

Parties

1. Liverpool City Council of Municipal Buildings, Dale Street, Liverpool, L2 2DH ("The Council")
2. Urban Splash Developments Limited whose registered office is at Timber Wharf, 16-22 Worsley Street, Manchester M15 4LD ("The Owner")

RECITALS

- 1 The Council is the Local Planning Authority for the purposes of this Deed for the area in which the land described in the First Schedule ("the Land") is situated and by whom the obligations contained in this Deed are enforceable.
- 2 The Owner is the owner of a long leasehold interest of the Land (registered at HM Land Registry under title number MS 563174 which was transferred to the Owner pursuant transfer dated 31 January 2014).
- 3 The Owner has by application referenced 13F/2954 by its agents ("the Planning Application") applied to the Council for permission to develop the Land in the manner and for the uses set out in the Planning Application and in the plans specifications and particulars deposited with the Council and forming part of the Planning Application more particularly set out in the Second Schedule ("the Development").
- 4 The Council has decided to grant permission for the Development in accordance with the Planning Application subject to the making of this Agreement without which the planning permission for the Development would not have been granted.

NOW THIS DEED is made in pursuance of section 106 of the Town and Country Planning Act 1990 and is a planning obligation for the purposes of that section and WITNESSES as follows:

1. The Owner covenants with the Council to observe the restrictions specified in the Third Schedule
2. The Owner covenants to perform the obligations or activities specified in the Fourth Schedule
3. It is agreed and declared as follows:
  - 3.1. The expression "the Council" and "the Owner" shall include their successors in title and assigns.
  - 3.2. No person shall be liable for breach of a covenant contained in this Agreement after he shall have parted with all interest in the Land or the part in respect of which such breach occurs but without prejudice to liability for any subsisting breach of covenant prior to parting with such interest.
  - 3.3. The covenants contained in this Agreement shall take effect upon the date of this Agreement.
  - 3.4. Words denoting an obligation on the Owner to do any act, matter or thing include an obligation to procure that it be done and words placing the Owner under a restriction include an obligation not to cause or permit or suffer any infringement of the restriction.
  - 3.5. If the permission granted pursuant to the Planning Application shall expire before the development is begun as defined above or shall at any time be revoked this Agreement shall forthwith determine and cease to have effect.
  - 3.6. Nothing in this Agreement shall prohibit or limit the right to develop any part of the Land in accordance with a planning permission (other than one relating to the Development as specified in the Planning Application) granted (whether or not on appeal) after the date of this Agreement.
  - 3.7. The Council will upon the written request of the Owner at any time after the obligations of the Owner under the Agreement have been fulfilled issue written confirmation thereof and thereafter cancel all related entries in the Register of Local Land Charges.
  - 3.8. This Agreement is a local land charge and shall be registered as such.

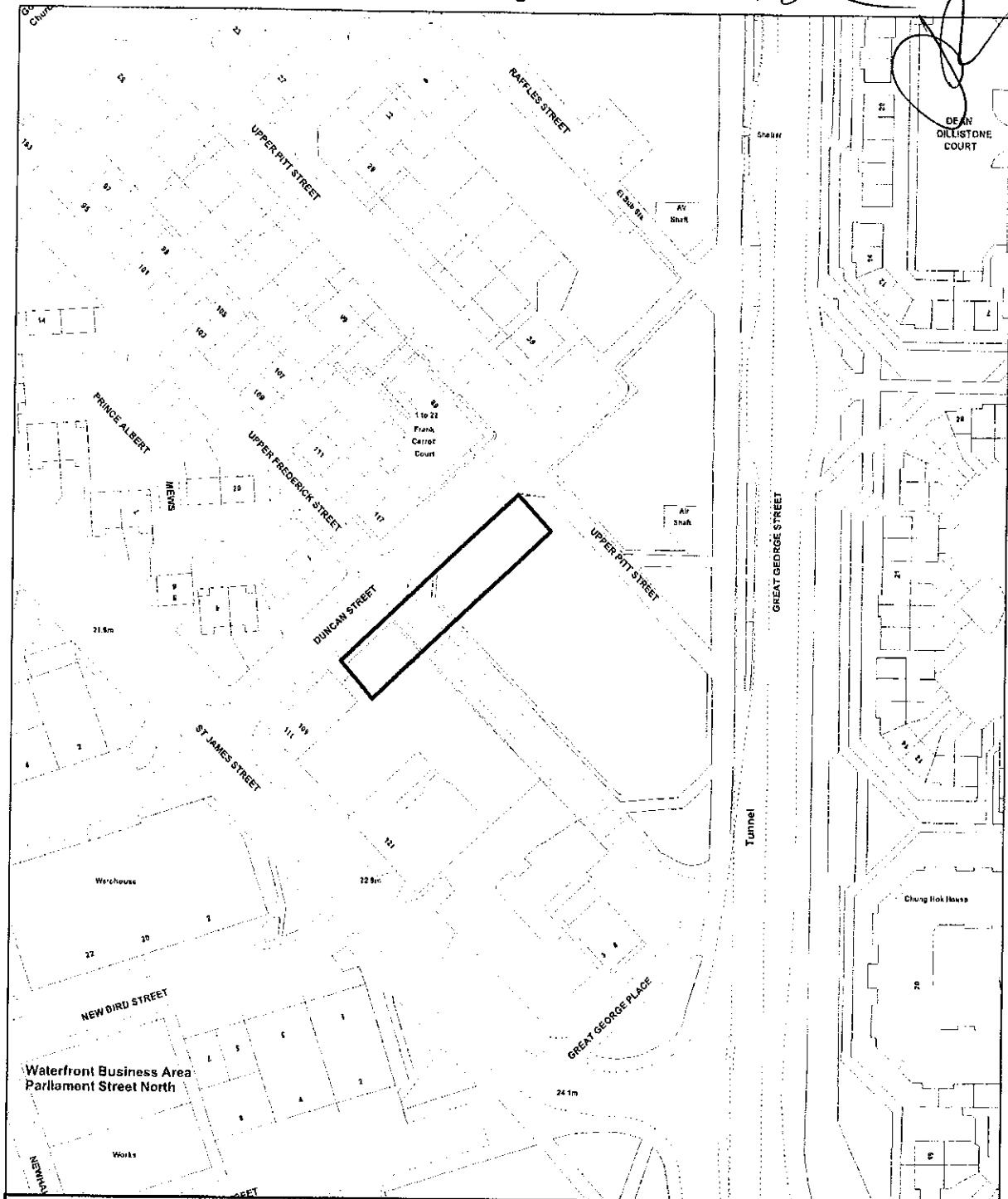
IN WITNESS whereof these presents have been duly executed as a Deed by the Parties hereto the day and year first before written

FIRST SCHEDULE

"The Land"

Land at Duncan Street, Liverpool 1 part of land registered at the Land Registry with title number MS563174 and shown edged in thick black on the attached plan.

*NS*



<p><b>Application Site</b></p> <p>Scale: 1: 1,250</p>		<p><b>PLANNING &amp; BUILDING CONTROL SERVICE</b></p> <p>Application: 13F/2954</p> <p>Address: Site at Duncan Street, Liverpool 1</p> <p>Date: March 2014</p> <p><small>This map is reproduced from Ordnance Survey material with the permission of Ordnance Survey on behalf of the controller of Her Majesty's Stationary Office © Crown copyright. Unauthorised reproduction infringes Crown copyright and may lead to prosecution or civil proceedings. Liverpool City Council, 100018351, 26/14</small></p>	
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SECOND SCHEDULE

"The Development"

Erection of 12 two and three bed dwellinghouses.

### THIRD SCHEDULE

#### Restriction

The Owner shall not begin the Development within the meaning of section 56 of the Town and Country Planning Act 1990 until it has performed the obligations or activities specified in the Fourth Schedule.

## FOURTH SCHEDULE

### Owner Obligations

- 1 The Owner shall pay to the Council the Commuted Sum in lieu of on-site provision of open space by the Development at the Land.
- 2 The Owner shall pay to the Council upon the signing of this agreement the sum of £1000.00 (ONE THOUSAND POUNDS) for the Council's Legal Department's costs in preparation, execution and monitoring thereof.
- 3 The Owner shall pay to the Council upon the signing of this agreement the sum of £693 (SIX HUNDRED AND NINETY THREE POUNDS) for the Council's Planning Department's costs in preparation, execution and monitoring thereof.
- 4 The Owner shall give immediate written notice of any change in ownership of the interests in the site before all the obligations have been discharged so that the local authority can trace successors in title. The written notice should give details of the transferee's name and address, together with details of the site or unit to which the interest applies.
- 5 Prior to the commencement of Construction the Owner will enter into a Section 278 Agreement with the Council to provide for all offsite highway works ("the Highway Works") required in connection with this development including but not limited to the following works:
  - (a) The provision of a minimum 2 metre wide footway adjacent to the development and there-instatement to footway of all redundant vehicle crossovers and access points;
  - (b) The removal and return to LCC/Amey Highways Maintenance Department of the existing redundant traffic signs on the stopped up section of Upper Frederick Street which are in conflict with the development proposals;
  - (c) An assessment of the existing street lighting and highway drainage requirements and any necessary upgrade to equipment or service considered as necessary to the development.
  - (d) The Section 278 Agreement will provide for: the Council to undertake the Design Works of the Highway Works at the Owner's expense and the Highway Works to be constructed at the Owner's expense.

"Commuted Sum" means the amount of £12,000.00 (TWELVE THOUSAND POUNDS) if paid within one year after the date of this agreement or the amount as calculated in accordance with the following formula:

£12,000.00 multiplied by the Index for the month immediately preceding the date of payment and divided by the Index for the month immediately preceding the date of this agreement

"Index" means the all items index figure of the Index of Retail Prices published by the Office for National Statistics or any successor, Ministry or Department



THE COMMON SEAL of the  
LIVERPOOL CITY COUNCIL  
was hereunto affixed:-



*[Handwritten signature]*

Assistant City Solicitor

Seal No.  
105.14

Executed by  
URBAN SPLASH  
DEVELOPMENTS LIMITED  
in the presence of two directors  
or a director and the secretary

*[Handwritten signature]*  
*[Handwritten signature]*

Director

Director/Secretary