



DATED 24th JUNE 2014

Ref: LS/2051.393/RM

LIVERPOOL CITY COUNCIL

And

CARPENTER INVESTMENTS (VINE STREET) LIMITED

S.106 Agreement

RE: Planning Application Ref: 14F/0018

Vine Street depot land bordered by Chatham Street/ Myrtle Street & Vine Street, Liverpool
L7 7EW

J McLoughlin
City Solicitor
Liverpool City Council

THIS DEED is made the 24th day of JUNE

2014

BETWEEN

Parties

1. Liverpool City Council of Municipal Buildings, Dale Street, Liverpool, L2 2DH ("The Council")
2. Carpenter Investments (Vine Street) Limited whose registered office is at Seymour Chambers, 92 London Road, Liverpool L3 5NW ("The Owner")
3. of ("The Mortgagee")

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 in fee simple in possession of the Land.
- 3 The Owner has by application referenced 14F/0018 [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. The Mortgagee hereby consents to the execution of this Deed and acknowledges that subject as herein provided the Land shall be bound by the restrictions and obligations contained in the Third and Fourth Schedules hereto
4. It is agreed and declared as follows:
 - 4.1. The expression "the Council", "the Owner" and "the Mortgagee" shall include their successors in title and assigns.
 - 4.2. 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.
 - 4.3. The covenants contained in this Agreement shall take effect upon the date of this Agreement.
 - 4.4. 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.
 - 4.5. 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.
 - 4.6. 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.
 - 4.7. 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.
 - 4.8. 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"

Vine Street depot land bordered by Chatham Street/ Myrtle Street & Vine Street, Liverpool L7 7EW registered at the Land Registry with title number and shown edged in thick black on the attached plan.

SECOND SCHEDULE

"The Development"

Erection of 2 blocks of residential accommodation providing 114 apartments following demolition of existing buildings and structures

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 at paragraphs 2 to 5 of the Fourth Schedule.

The Development shall not be occupied until the owner has performed the obligations or activities specified in the Fourth Schedule.

“Occupied” means occupied for the uses permitted by the planning permission granted by the Council pursuant to the Planning Application, but not including occupation by persons engaged in construction, fitting out or decoration or occupation for marketing or display or occupation in relation to security operations and “Occupation” shall be construed accordingly.

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 the Public Art Contribution prior to commencing the Development.
- 3 The Owner shall pay to the Council the City Centre Model Contribution prior to commencing the Development.
- 4 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.
- 5 The Owner shall pay to the Council upon the signing of this agreement the sum of £3,961.35 (THREE THOUSAND NINE HUNDRED AND SIXTY ONE POUNDS AND THIRTY FIVE POUNDS) for the Council's Planning Department's costs in preparation, execution and monitoring thereof.
- 6 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.
- 7 The owner shall give 14 days written notice to the Council before the Development is occupied.

"City Centre Model Contribution" means the amount of £500 (FIVE HUNDRED POUNDS).

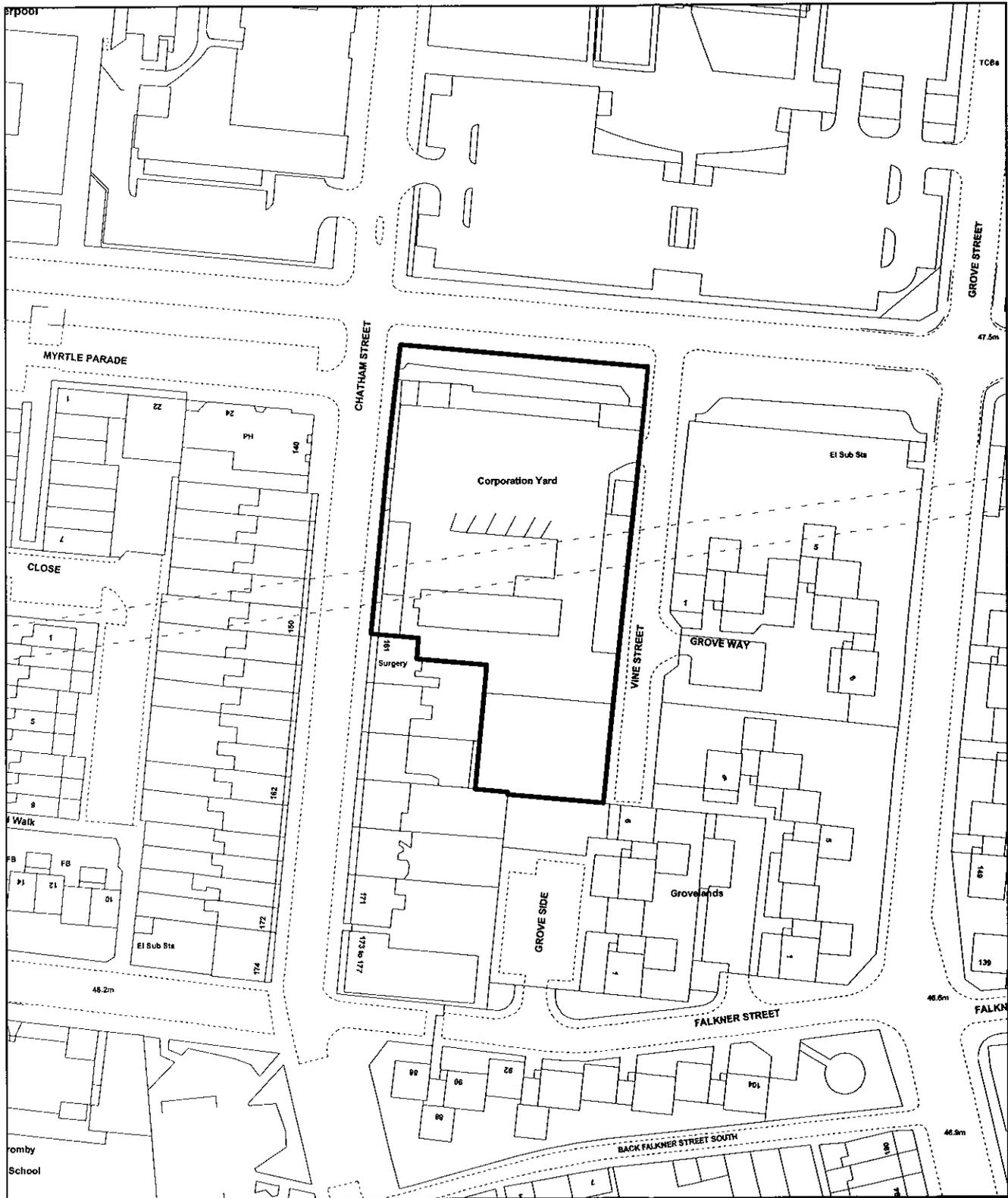
"Commuted Sum" means the amount of £ 25,000 (TWENTY FIVE THOUSAND POUNDS) if paid within one year after the date of this agreement or the amount as calculated in accordance with the following formula:

£25,000 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

"Public Art Contribution" means the amount of £3,961.35 (THREE THOUSAND NINE HUNDRED AND SIXTY ONE POUNDS AND THIRTY FIVE POUNDS) if paid within one year after the date of this agreement or the amount as calculated in accordance with the following formula:

£3,961.35 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



<p>— Application Site</p> <p>Scale: 1: 1,250</p>	<p>PLANNING & BUILDING CONTROL SERVICE</p>
	<p>Application: 14F/0018</p> <p>Address: Vine Street Depot, land bordered by Chatham Street/Myrtle Street/Vine Street. Liverpool 7.</p> <p>Date: April 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 Stationery Office © Crown copyright. Unauthorised reproduction infringes Crown copyright and may lead to prosecution or civil proceedings. Liverpool City Council. 100018351, 2014</small></p>

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



Seal No.
69.14

[Handwritten signature]

Assistant City Solicitor

Executed by)
CARPENTER INVESTMENTS)
(VINE STREET) LIMITED)
[in the presence of two directors)
or a director and the secretary])

Director *[Handwritten signature]*

Director/Secretary *[Handwritten signature]*

~~THE COMMON SEAL of)
)
hereunto affixed in the)
presence of:-)~~

~~Director~~

~~Secretary~~