



DATED 16th OCTOBER 2015

Ref: LS/2051./RM

LIVERPOOL CITY COUNCIL

And

MORRIS HOMES (NORTH) LIMITED

And

TERENCE JOSEPH FEERY AND SUSAN MARY FEERY

S.106 and S111 Agreement

RE: Planning Application Ref: 14F/1854
Greenhill Nursery, 25 Nursery Lane, Liverpool L19 6PR

J McLoughlin
City Solicitor
Liverpool City Council

THIS DEED is made the 16th day of OCTOBER

2015

BETWEEN

Parties

1. Liverpool City Council of Municipal Buildings, Dale Street, Liverpool, L2 2DH ("The Council")
2. Morris Homes (North) Limited whose registered office is at Morland House, Altrincham Road, Wilmslow, Cheshire SK9 5NW ("The Developer")
3. Terence Joseph Feery and Susan Mary Feery of 1 The Rooley, Huyton, Liverpool L36 5XH ("The Part Owners")

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 Developer is contracted to purchase the Land from the Council and the Part Owners.
- 3 The Council is the owner in fee simple of the part of the Land comprised within the Land Registry title numbers MS569752 and MS572231 and the Part Owners are the owners in fee simple of part of the Land comprised within the Land Registry title number MS521596.
- 4 The Developer has by application referenced 14F/1854 ("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").
- 5 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 will not be granted.

NOW THIS DEED is made in pursuance of section 106 of the Town and Country Planning Act 1990 and section 111 of the Local Government Act 1972 and is a planning obligation for the purposes of that section and WITNESSES as follows:

1. This Agreement is conditional upon the grant of planning permission and the Commencement of the Development (being the date on which any material operation as defined by section 56(4) of the Town and Country Planning Act 1990 pursuant to the planning permission for the Development begins to be carried out other than, for the purposes of this Agreement and for no other purposes, operations consisting of site clearance, demolition work, archaeological investigations, ground condition investigations and surveys, remedial work in respect of contamination or other adverse ground conditions, diversion and laying of services, erection of any temporary means of enclosure, the temporary display of site notices and advertisements) and save for the provisions contained in paragraphs 3 and 4 of the Fourth Schedule which shall take effect on the date of this Agreement.
2. The Developer and the Part Owners covenant jointly and severally with the Council to observe the restrictions specified in the Third Schedule
3. The Developer (upon acquiring the fee simple in any part of the Land) and the Part Owners covenant jointly and severally to perform the obligations or activities specified in the Fourth Schedule
4. The Council covenants with the Developer and the Part Owners to perform the obligations specified in the Fifth Schedule
5. The Developer agrees that upon acquiring the fee simple of the Land or any part it shall then be bound by the obligations specified in the Fourth Schedule which shall take effect as planning obligations upon it under s106 of the Town and Country Planning Act 1990.
6. It is agreed and declared as follows:
 - 6.1. The expression "the Council", "the Developer" and "the Part Owners" shall include their successors in title and assigns.
 - 6.2. No person shall be liable for breach of a covenant contained in this Agreement after he shall have parted with all or shall no longer have a legal interest in the Land or the part of the Land in respect of which such breach occurs but without prejudice to liability for any subsisting breach of covenant prior to parting with such interest.
 - 6.3. Words denoting an obligation on the Developer and Part Owners to do any act, matter or thing include an obligation to procure that it be done and words

placing the Developer and Part Owners under a restriction include an obligation not to permit or suffer or knowingly cause any infringement of the restriction.

- 6.4. If the planning permission granted pursuant to the Planning Application shall expire before the Commencement of the Development is begun as defined above or shall at any time be revoked or otherwise withdrawn or (without the consent of the Developer) is modified by statutory procedure the provisions of this Agreement shall forthwith determine and cease to have effect (subject to already having taken effect in respect of paragraphs 3 and 4 of the Fourth Schedule of this Agreement).
- 6.5. 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.
- 6.6. The Council will upon the written request of the Developer or Part Owners at any time after the obligations of the Developer and Part Owners under the Agreement have been fulfilled or have expired through effluxion of time without the associated planning permission having been implemented issue written confirmation thereof and thereafter cancel all related entries in the Register of Local Land Charges.
- 6.7. This Agreement is a local land charge and shall be registered as such.
- 6.8. Insofar as any clause or clauses of this Agreement are found (for whatever reason) to be invalid, illegal or unenforceable then such invalidity, illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Agreement
- 6.9. The covenants on behalf of the Developer and the Part Owners shall not be enforceable against:
 - 6.9.1. any statutory authorities, statutory undertakers, service companies or other entities to whom any part of the Land may be transferred, let or otherwise disposed of for the provision of service media, electricity sub stations pumping stations gas governor stations and apparatus for the supply and removal of water, sewerage, gas and electricity and any other utilities to the Land, including all estate roads and associated infrastructure or similar matters;
 - 6.9.2. any owners and occupiers from time to time or the chargees and mortgagees of a completed dwelling house constructed as part of the Development on any part of the Land nor those deriving title under them;

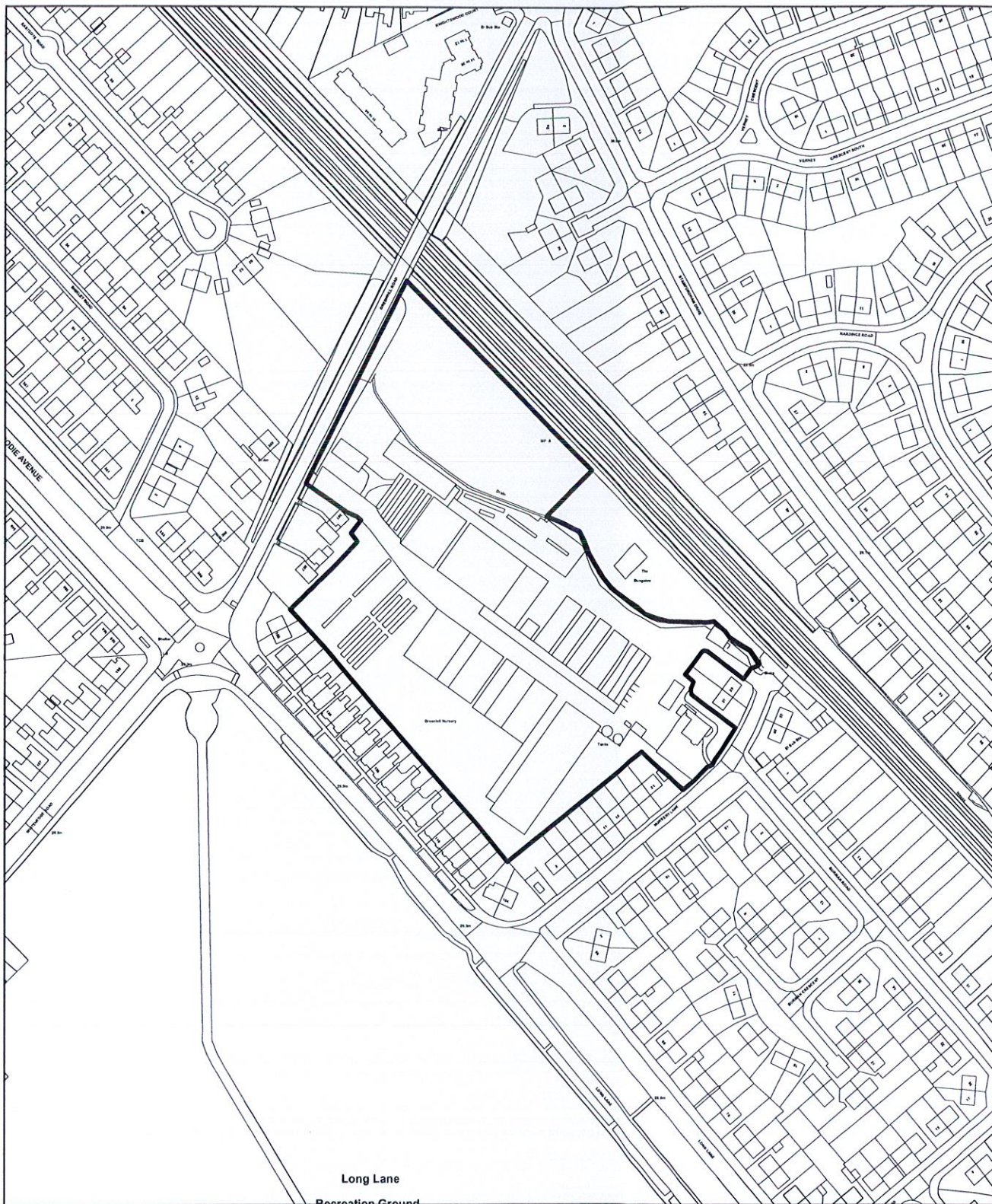
- 6.9.3. the relevant highway authority to whom any part of the Land is dispensed of for the purposes of adoption of any roads and/or footpaths and/or cycle ways to be constructed on the Land; or
- 6.9.4. any management company or other person or body to whom any part of the Land is disposed
- 7. No provisions of this Agreement shall be enforceable under the Contracts (Rights of Third Parties) Act 1999.
- 8. This Agreement constitutes the entire agreement between the parties in respect of the planning permission granted pursuant to the Planning Application
- 9. This Agreement is governed by and interpreted in accordance with the law of England and Wales and the parties submit to the non-exclusive jurisdiction of the courts of England and Wales

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"

Greenhill Nursery, 25 Nursery Lane, Liverpool L19 6PR registered at the Land Registry with title numbers MS572231, MS569752 and MS521596 and shown edged in thick black on the attached plan.



— Application Site

Scale: 1: 2500

PLANNING & BUILDING CONTROL SERVICE

Application: 14F/1854

Address: Greenhills Nursery,
25 Nursery Lane, Liverpool 19.

Date: December 2014

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2014 Ordnance Survey 100018351

14F/1854 Int. Feary.

SECOND SCHEDULE

"The Development"

Erection of 83 residential dwellings with associated works

THIRD SCHEDULE

Restriction

The Development shall not be Occupied until the Developer and the Part Owner have 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 for the purposes of this Agreement, 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

Developer and Part Owner's Obligations

In this Fourth Schedule the following expressions shall have the following meanings:

"Commutated Sum" means the amount of £ 83,000.00 (EIGHTY-THREE THOUSAND POUNDS) if paid within one year after the date of this Agreement or the amount as calculated in accordance with the following formula:

£83,000.00 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

"Public Art Contribution" means the amount of £3,426.60 (THREE THOUSAND FOUR HUNDRED AND TWENTY SIX POUNDS AND SIXTY PENCE) if paid within one year after the date of this Agreement or the amount as calculated in accordance with the following formula:

£3426.60 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

- 1 The Developer and Part Owners shall pay to the Council upon the first residential unit on the Development being ready for Occupation the Commuted Sum in lieu of on-site provision of open space within the Development at the Land.
- 2 The Developer and Part Owners shall pay to the Council upon the first residential unit on the Development being ready for Occupation the Public Art Contribution.
- 3 The Developer and Part Owners 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 the preparation, execution and monitoring thereof.
- 4 The Developer and Part Owners shall pay to the Council upon the signing of this Agreement the sum of £3,426.60 (THREE THOUSAND FOUR HUNDRED AND

TWENTYSIX POUNDS AND SIXTY PENCE) for the Council's Planning Department's costs in preparation, execution and the monitoring thereof.

- 5 The Developer and Part Owners shall give immediate written notice of any change in ownership of the interests in the Land before all the obligations have been discharged so that the Council can trace successors in title. The written notice should give details of the transferee's name and address, together with details of the Land or the part of it to which the interest applies.
- 6 The Developer and Part Owners shall give 14 days written notice to the Council on or before the Development is occupied.

FIFTH SCHEDULE

Council Obligations

1. The Council shall use all sums received from the Developer and the Part Owners under this Deed for the purposes specified in this Agreement for which they are to be paid or for such other purposes for the benefit of the Development as the Developer the Part Owners and the Council shall agree
2. The Council will pay to the Developer and the Part Owners such amount of any payment made by the Developer and the Part Owners under this Agreement which have not been expended or contractually committed to be spent in accordance with the provisions of this Agreement (and such money shall be deemed to be expended if the Council has properly entered into a contract for the expenditure of the money for the purpose for which it is paid which is reasonably likely to result in the fulfilment of that purpose) within five years of the date of receipt by the Council , the Council (if required by the person who paid it) shall pay such monies together with interest (if any) from the date of payment to the date of refund.

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



Assistant City Solicitor

[Signature]

Seal No.
99.15

Executed by
MORRIS HOMES (NORTH)
LIMITED
in the presence of two directors
or a director and the secretary

Director

[Signature]

Director/Secretary

[Signature]

Signed as a deed by
TERENCE JOSEPH FEERY
in the presence of:-

[Signature]

Witness signature:-

[Signature]

Witness name and address:-

Nicholas George Feery
1 St Paul's Square
Liverpool L3 9J5

Signed as a deed by
SUSAN MARY FEERY
in the presence of:-

[Signature]

Witness signature:-

[Signature]

Witness name and address:-

Nicholas George Feery
1 St Paul's Square
Liverpool L3 9J5

Application ref: 14F/1854

Location: Greenhill Nursery, 25 Nursery Lane, Liverpool , L19 6PR

Proposal: To erect 83 residential dwellings with associated works

SCHEDULE OF DRAFT CONDITIONS AND REASONS

Condition No	Condition
1	<p>The development hereby permitted shall be commenced before the expiration of 3 years from the date of this permission.</p> <p>REASON: To comply with Section 91 (as amended) of the Town and Country Planning Act 1990.</p>
2	<p>The development hereby approved shall be carried out in accordance with the following drawings and documents unless otherwise agreed in writing by the local planning authority:</p> <p>(i) Drawing Numbers: N276/P/HTAPP/01 Rev A, N276/P/HTAPP/02 Rev A, N276/P/HTBER/01 Rev A, N276/P/HTBER/02 Rev A, N276/P/HTBRA/01 Rev A, N276/P/HTBRA/02 Rev A, N276/P/HTCAP2/01 Rev A, N276/P/HTCAP2/02 Rev A, N276/P/HTCAP/01 Rev A, N276/P/HTCAP/02 Rev A, N276/P/HTAPP/01 Rev A, N276/P/HTCHA/01 Rev A, N276/P/HTCHA/02 Rev A, N276/P/HTDAL/01 Rev A, N276/P/HTDAL/02 Rev A, N276/P/HTAPP/01 Rev A, N276/P/HTDID/01 Rev A, N276/P/HTDID/02 Rev A, N276/P/HTDUN/01 Rev A, N276/P/HTDUN/02 Rev A, N276/P/HTMAL/01 Rev A, N276/P/HTMAL/02 Rev A, N276/P/HTRUF/01 Rev A, N276/P/HTRUF/02 Rev A, N276/P/HTWHA/01 Rev A, N276/P/HTWHA/02 Rev A, N276/P/PLO1 Rev B (with the exception of any indicated means of enclosure), GR1, GR2-1, GR3, GR5, CW/7337-P-LA-1</p> <p>(ii) Supporting Documents: Planning Statement Design and Access Statement Transport Assessment Stage 1 Road Safety Audit Acoustic Report Sustainability Statement Extended Phase 1 Habitat Survey Report Preliminary Tree Survey Schedule Flood Risk Assessment and Drainage Schedule</p> <p>REASON: To ensure that the development is carried out in accordance with the approved plans and within the parameters of the grant of planning permission.</p>
3	<p>Prior to their implementation, details of the following shall be submitted to and approved in writing by the local planning authority. The scheme shall be implemented in accordance with the approved details and completed to the satisfaction of the local planning authority before the development is occupied/brought into use.</p> <p>(i) All land surfaces not built upon (ii) All means of enclosures (for the avoidance of doubt, this should include enclosures to all properties on the main spine road through the site and to the side elevation of 21 Nursery Lane) (iii) Bin stores</p>

	<p>REASON: These details are not included in the application and the Council wishes to ensure that they are satisfactory in accordance with Policy HD18 of the Liverpool Unitary Development Plan.</p>
4	<p>Prior to commencement of development, including any works of demolition, a detailed construction method statement shall be submitted to and approved in writing by the local planning authority. The statement shall include:</p> <ul style="list-style-type: none"> (i) commencement and completion dates (ii) hours of operation for construction work (iii) measures to control noise and dust (iv) details of site compounds, storage of plant and materials (v) temporary highway works or closures (vi) access for construction traffic (vii) parking of vehicles of site operatives and visitors (viii) wheel washing facilities (ix) a scheme for recycling/disposing of waste resulting from demolition and construction works. <p>The scheme shall be implemented in accordance with the approved statement and completed to the satisfaction of the local planning authority before the development is occupied/brought into use.</p> <p>REASON: It is in the interests of the amenity of the surrounding occupiers and in accordance with Policy GEN8 of the Liverpool Unitary Development Plan.</p>
5	<p>Prior to commencement of development, full details of the number, size, species, root treatment or container type and location of trees and shrubs to be planted and the treatment of all ground surfaces not built upon shall be submitted to and approved in writing by the local planning authority. The plan must be to a recognised scale and the symbols used and plant schedule provided must comply with BS EN ISO 11091:1999 Construction Drawings Landscape drawing practice. For the avoidance of doubt it shall be expected that some habitat repair planting carried out to retro fit vernal woodland herbaceous perennials sown under the woodland strip running along Greenhill Road.</p> <p>REASON: These details have not been submitted with the application and the Council wishes to ensure they are satisfactory in the interests of visual amenity in accordance with Policy HD23 of the Liverpool Unitary Development Plan.</p>
6	<p>i) The approved landscaping scheme shall be completed either</p> <ul style="list-style-type: none"> (a) not later than the first planting season following completion of the development or (b) during the appropriate planting season progressively as the development proceeds, in accordance with a programme to be agreed in writing with the local planning authority. <p>(ii) Any trees or shrubs which die, become diseased, damaged or are removed within 3 years of planting shall be replaced with trees and shrubs of similar sizes and species or as may otherwise be agreed with the local planning authority in the first available planting season thereafter, all works to be carried out to BS 4428: 1989 "Code of Practice for General Landscape Operation".</p> <p>REASON: It is in the interests of visual amenity and in accordance with Policy HD23 of the Liverpool Unitary Development Plan.</p>
7	<p>Prior to the first occupation of the development hereby approved, a landscape management plan shall be submitted to and approved in writing by the Local Planning Authority. This shall demonstrate the maintenance of all landscaped areas outside of the private curtilages of dwelling houses in perpetuity. This shall include the area necessary to be maintained to ensure visibility for vehicles egressing the site.</p> <p>REASON: In the interests of residential amenity.</p>
8	<p>Prior to the commencement of development, survey information shall be compiled and submitted to the Local Planning Authority to demonstrate the extent of tree works required to facilitate a suitable visibility splay out of the development on to Greenhill Road. The</p>

	<p>approved works shall be implemented prior to the construction of the development and maintained thereafter.</p> <p>REASON: In the interests of highway safety.</p>
9	<p>The provisions of Part1 of Schedule 2 of Article 3 of the Town and Country Planning (General Permitted Development Order) 2008 or any Order revoking, re-enacting or modifying that Order shall not apply to the development hereby approved (ie. planning permission will be required for all extensions/aterations, curtilage buildings, etc)</p> <p>REASON: The City Council wishes to retain control over any extensions to any of the residential dwellings hereby approved given the restricted size of some of the plots.</p>
10	<p>The provisions of Part 17 Class G(a) of Schedule 2 of Article 3 of the Town and Country Planning (General Permitted Development Order) 1995 shall not apply to this development (i.e. planning permission will be required for the erection of electricity substations).</p> <p>REASON: The local planning authority would wish to retain control over the location and design of substations otherwise permitted under the provision of the GPDO in the interests of visual amenity.</p>
11	<p>The provisions of Part 2 (A1) of Schedule 2 of Article 3 of the Town and Country Planning (General Permitted Development Order) 2008 or any Order revoking, re-enacting or modifying that Order shall not apply to this development (i.e. planning permission will be required for all boundary treatments etc)</p> <p>REASON: The City Council wishes to retain control over any extensions to any of the residential dwellings hereby approved.</p>
12	<p>Prior to the first occupation of any dwelling house, a review of street lighting to address safety concerns raised in the Stage 1 Road Safety Audit shall be submitted to and agreed in writing by the Local Planning Authority and shall be implemented in full at nil cost to the Council.</p> <p>REASON: In the interests of highway safety.</p>
13	<p>No part or phase of the development hereby permitted shall commence until;</p> <p>a) An investigation and assessment methodology, including analysis suite and risk assessment methodologies has been completed and submitted to and approved by the LPA in writing, prior to any site investigations.</p> <p>b) A site investigation and assessment has been carried out by competent persons to determine the status of contamination including chemical, radiochemical, flammable or toxic gas, asbestos, biological and physical hazards at the site and submitted to the LPA. The investigations and assessments shall be in accordance with current Government and Environment Agency recommendations and guidance and shall identify the nature and extent of any contaminants present, whether or not they originate on the site, their potential for migration and risks associated with them.</p> <p>The assessment shall consider the potential risks to:</p> <ol style="list-style-type: none"> i. human health, ii. controlled waters, iii. property (existing or proposed) including buildings, crops, livestock, pets, woodland and service lines and pipes, iv. adjoining land, v. ecological systems, and vi. Archaeological sites and ancient monuments. <p>c) A detailed remediation scheme (if required), has been submitted to and agreed in writing with the LPA. This scheme shall include an appraisal of remedial options, implementation timetable, works schedule, site management objectives, monitoring proposals and remediation validation methodology. The scheme once completed must ensure that the site will not qualify as contaminated land under Part IIA of the Environmental Protection Act 1990 in relation to its intended use.</p> <p>REASON: To ensure that risks from land contamination to future users of the land and neighbouring land are minimised, and to ensure that the development can be carried out</p>

	safely without unacceptable risks to workers, neighbours and other offsite receptors and in accordance with Policy EP2 of the Liverpool UDP.
14	<p>After development commences and prior to occupation;</p> <p>a) Following completion of the measures identified in the approved remediation scheme and prior to occupation of any part of the development, a verification report which shall confirm the adequacy of remediation must be prepared and submitted to and approved in writing by the LPA before this condition will be discharged.</p> <p>If a phased approach to the development is being proposed, then a validation/completion report for an agreed number of plots within each of the proposed phases shall be submitted to the Local Planning Authority and approved in writing before the condition relating to the phase in question shall be discharged.</p> <p>b) If any potentially contaminated (unusual/suspect) material or flammable/toxic gas not previously identified is discovered, this must be reported in writing to the LPA and a further assessment and a revised remediation scheme will be required by the LPA. If no contamination is found then this should be detailed in the remediation verification report.</p> <p>REASON: To ensure that risks from land contamination to future users of the land and neighbouring land are minimised, together with those to controlled waters, property and ecological systems, and to ensure that the development can be carried out safely without unacceptable risks to workers, neighbours and other offsite receptors and in accordance with Policy EP2 of the Liverpool UDP.</p>
15	<p>Prior to commencement of development, a survey shall be undertaken to identify any invasive species present. In the event that any invasive species are found a method statement detailing how they will be dealt with shall be submitted to and approved in writing by the local planning authority. Any mitigation measures required shall be implemented in accordance with the approved details and completed to the satisfaction of the local planning authority before the development is occupied/brought into use.</p> <p>REASON: In the interests of ecological stability and in accordance with Policy GEN8 of the Liverpool Unitary Development Plan.</p>
16	<p>All trees, other than those shown to be removed on the approved plans, shall be adequately protected during the period of construction by the erection of a braced scaffold vertical and horizontal frame fence with vertical tubes spaced at a maximum interval of 3m. On to this weldmesh panels should be securely fixed with wire or scaffold clamps. These panels must be at least 2.3m high (as per BS 5837 2012). This shall be constructed to form a construction exclusion zone around the trees, positioned at a minimum, outside the root protection area, calculated using table 2 of BS 5837 2012.</p> <p>There shall be no raising or lowering of ground levels; no storage of soil, debris or building materials; and no passage of vehicles or plant within the construction exclusion zone under any circumstances, except with the written consent and advice of the local planning authority on additional protective measures. Once erected, the protective fencing shall at no times be breached or removed without the prior written consent of the local planning authority.</p> <p>All fires on site shall be at least 20m from the outermost part of the trees spread, and oil, concrete and similar injurious materials or substances must not be stored or prepared less than 10m from the outermost part of the trees spread. No underground services, kerbing or hard surface materials shall be laid within the construction exclusion zone, except with the written consent and advice of the local planning authority. No notice boards, telephone cables, other services or similar elements shall be attached to protected trees on the site.</p> <p>REASON: In the interests of visual amenity, and in accordance with the duty of the Council under Section 197 of the Town and Country Planning Act 1990, in respect of the planting and preservation of trees, in order to protect, on the basis of advice given in BS 5837 2012, the trunk, branches and root systems from damage.</p>

17	<p>Any existing tree that suffers injury during the period of construction or new tree planting or soft landscaping which dies within 3 years of the development shall be replaced with a tree or new planting of a suitable size and species, to the satisfaction of the local planning authority in the first available planting season thereafter, all works to be carried out to BS 4428: 1989 "Code of Practice for General Landscape Operations".</p> <p>REASON: It is in the interests of visual amenity, and in accordance with the duty of the Council under Section 197 of the Town and Country Planning Act 1990, in respect of the planting and preservation of trees.</p>
18	<p>Prior to commencement of development, a scheme for the disposal of foul and surface waters shall be submitted to and approved in writing by the local planning authority. The scheme shall be implemented in accordance with the approved details and completed to the satisfaction of the local planning authority before the development is occupied/brought into use.</p> <p>REASON: To ensure a satisfactory means of drainage in accordance with Policy EP12 of the Liverpool Unitary Development Plan.</p>
19	<p>Prior to the first occupation of plots 59, 60, 62, 63, 64, 65, 66, 67, 68, 69 70 and 71, details of a footpath linking the rear carparking spaces to the associated dwelling houses, in curtilage, shall be submitted to and agreed in writing by the Local Planning Authority and implemented in full.</p> <p>REASON: In the interests of promoting accessibility</p>

INFORMATIVES

Liverpool expects strict compliance with all conditions attached to planning decisions. Conditions particularly pre-commencement conditions require submission to and approval in writing by local planning authority before any works start. Failure to discharge conditions before commencing development could result in the development being unlawful. Central Government regulations since April 2008 now mean that a fee is normally payable to formally discharge planning conditions.

The permission hereby granted does not convey any rights or approval to build on, or develop, any land that is not fully owned or controlled by the applicant, including party boundaries. Applicants should satisfy themselves that the agreement of any adjoining land owners has been given prior to works commencing on site.

Reasons for Approval - Positive Planning

The decision to grant permission and impose any conditions has been taken having regard to the relevant policies and proposals in the Liverpool Unitary Development Plan 2002. The Local Planning Authority have worked with the applicant in a positive and proactive manner based on seeking solutions to problems arising in relation to dealing with a planning applications and have implemented the requirement in NPPF para 187.