



Liverpool  
City Council

DATED 17<sup>th</sup> June 2015  
Ref: LS/2051/RM

LIVERPOOL CITY COUNCIL

And

REDROW HOMES LIMITED

S.106 Agreement

RE: Planning Application Ref: 14F/2438

Former Site of New Heys School, Heath Road, Liverpool L19 4TN

J McLoughlin  
Interim City Solicitor  
Liverpool City Council

2015

THIS DEED is made the 17<sup>th</sup> day of June

## BETWEEN

## Parties

1. Liverpool City Council of Municipal Buildings, Dale Street, Liverpool, L2 2DH ("The Council")

2. REDROW HOMES LIMITED (Company Registration 01990710) whose registered office is at Redrow House, St David's Park Flintshire CH5 3RX ("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 in fee simple in possession of the Land.
- 3 The Council is mortgagee of the Land under a legal charge dated 27th March 2014 and made between the Council and the Owner.
- 4 The Owner has by application referenced 14F/2438 ("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 planning permission the draft form of which is annexed to this Deed at the Fifth Schedule ("the Planning 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 to perform the obligations or activities specified in the Third Schedule
2. The Council covenants with the Owner as set out in the Fourth Schedule hereto
3. The Council as 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 Schedule hereto
4. It is hereby acknowledged by the Council that the monies due to the Council pursuant to the Section 106 Agreement dated 27<sup>th</sup> March 2014 and made between the Council and the Owner amounting to the sum of £231,047.60 has been received by the Council
5. It is agreed and declared as follows:

5.1. The expression "the Council", and "the Owner" shall include their successors in title and assigns.

5.2. 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.

5.3. The covenants contained in this Agreement shall take effect upon the date of this Agreement.

5.4. 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.

5.5. 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.

5.6. 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.

5.7. 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.

5.8. This Agreement is a local land charge and shall be registered as such.

5.9. This Agreement shall not be binding upon: -

5.9.1. the owners occupiers or tenants of individual dwellings (including a house apartment or maisonette) to be constructed pursuant to the Planning Permission; or

5.9.2. an occupier or tenant or a purchaser of a site or sites required for

statutory infrastructure purposes in relation to the Development.

5.10. This Deed shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permission shall be quashed, revoked or otherwise withdrawn or (without the consent of the Owner) it is modified by any statutory procedure or expires prior to the Commencement of Development.

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

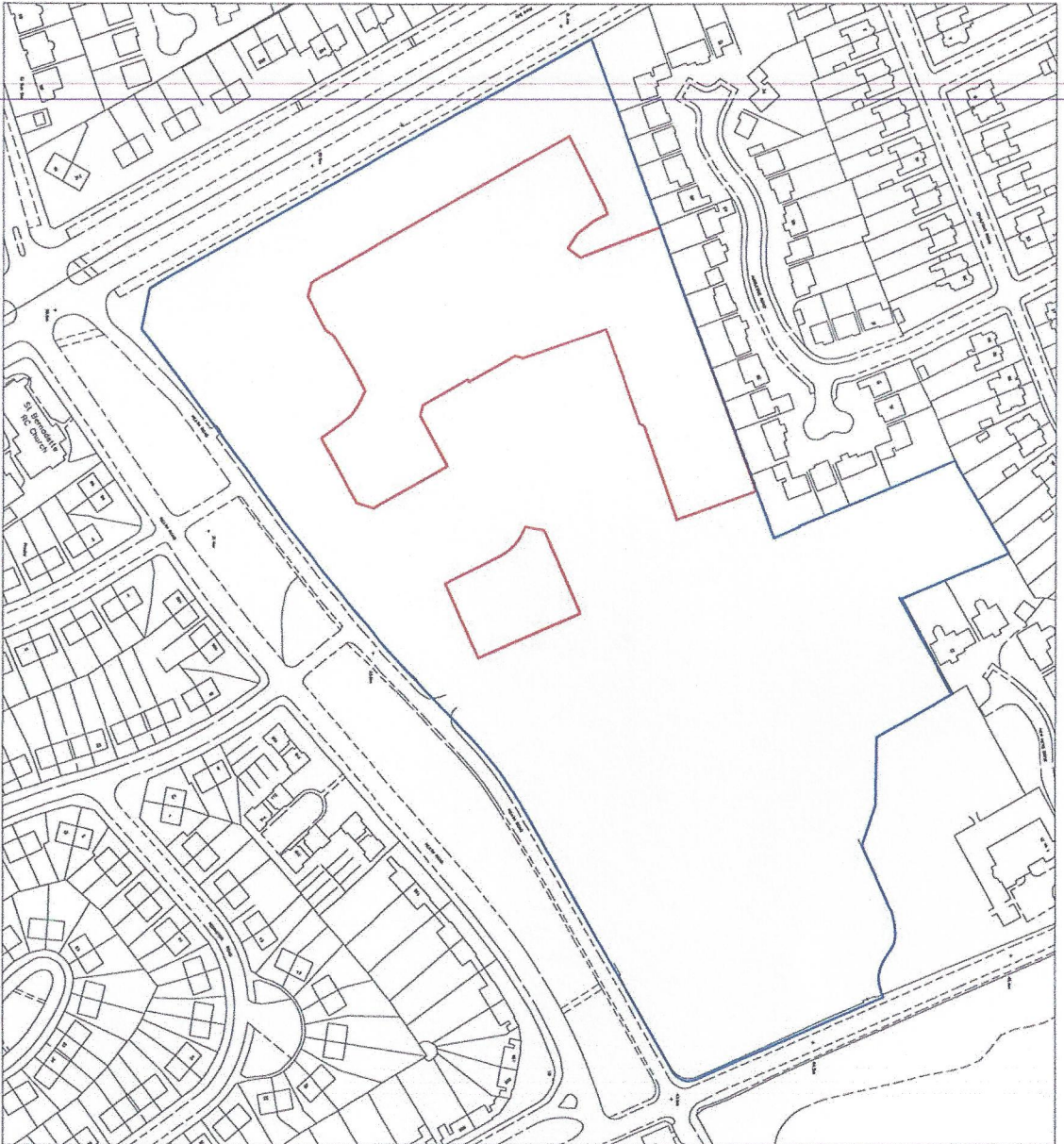
IN WITNESS whereof these presents have been duly executed as a Deed by the Parties hereto the day and year first before written



FIRST SCHEDULE

"The Land"

Former Site of New Heys School, Heath Road, Liverpool L19 4TN registered at the Land Registry with title number MS 564826 and shown edged red on the attached plan.



*[Handwritten signature]*

<p><b>REDROW HOMES</b></p> <p>Redrow Homes NW          Redrow Homes, 21 Church Park, Pwllheli, Gwynedd, LL55 2XK          Tel: 01754 666667 Fax: 01754 627770 www.redrow.co.uk</p>		<p><b>Project Designer: TSC</b></p> <p>This report has been prepared after the consultation of our Central &amp; Customer New</p>	
<p><b>Client: New Heys School</b></p> <p><b>Location: Liverpool</b></p> <p><b>Planning Name: Location Plan</b></p> <p><b>Planning Number: 1103-02-02-202</b></p> <p><b>Version: 1:1250</b></p> <p><b>Drawn By: SB</b> <b>Date: April 2013</b></p> <p><b>Checked By:</b> <b>Date:</b></p>		<p><b>Revision:</b> <b>Date:</b> <b>Author:</b> <b>Notes:</b></p>	

## SECOND SCHEDULE

### "The Development"

To erect 35 dwelllinghouses and layout associated infrastructure and landscaping (being a re-plan of part of the development permitted under Planning Reference 13F/1823)



### THIRD SCHEDULE

#### Owner Obligations

In this Schedule the following words and phrases shall have the following meanings:

"Commuted Sum" means the amount of £5,000.00 (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 if it shall be paid after the date which is one year after the date hereof:

"Local Employment and Training Strategy" means a strategy that will seek to secure the following objectives:

(i) training schemes to equip local people for employment for the construction process;

(ii) a scheme for advertising jobs locally, including initially for the construction/start up of the development, and thereafter for all available posts that arise, to maximise local recruitment which will include all of the following: local newspapers, local employment agencies and local job centres;

(iii) a scheme to monitor annually the number of persons employed on the construction who are resident within the local area and to report annually thereon to the Council for the duration of the build.

1 The Owner shall pay to the Council upon the signing of this agreement the sum of £788.75 (SEVEN HUNDRED AND EIGHTY-EIGHT POUNDS AND SEVENTY-FIVE PENCE) for the Council's Legal and Planning Departments' costs in preparation, execution and monitoring thereof.

2 The Owner shall on the date hereof pay to the Council the Commuted Sum (the receipt of which is acknowledged by the Council) in lieu of on-site provision of open space at the Land.

3 The Owner has prior to the date hereof submitted a Local Employment and Training Strategy (hereinafter referred to as the "Strategy") in writing to the Council and which the Council has approved and the Owner will carry out the Development in accordance with that Strategy

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.

## FOURTH SCHEDULE

### Council Covenants

#### **Repayment of payments**

1. The Council hereby covenants with the Owner to use all sums received from the Owner under the terms of this Deed for the purposes specified in this Deed for which they are to be paid or for such other purposes for the benefit of the Development as the Owner and the Council shall agree.
  2. The Council covenants with the Owner that it will pay to the Owner such amount of any payment made by the Owner pursuant to the Second Schedule of this Deed to the Council which has not been expended in accordance with the provisions of this Deed within five years of the date of receipt by the Council of the final such payment due to be paid to the Council under this Deed together with any interest actually accrued thereon from the date of payment to the date of refund.
  3. The Council shall provide to the Owner such evidence, as the Owner shall reasonably require in order to confirm the expenditure of the sums paid by the Owner under this Deed and further the Council will if so requested in writing by the Owner provide a written report on an annual basis detailing such expenditure.
- #### **Discharge of obligations**
4. At the written request of the Owner the Council shall provide written confirmation of the discharge of the obligations contained in this Deed when satisfied that such obligations have been performed.
  5. Following the performance and satisfaction of all the obligations contained in this Deed the Council shall forthwith effect the cancellation of all entries made in the Register of Local Land Charges in respect of this Deed.

## SIXTH SCHEDULE

Draft Planning Permission



Location: Former New Heys School , Heath Road , Liverpool , L19 4TN

Proposal: To erect 35 dwelling houses (revised layout and alternative to 13F/1823)

**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:</p> <p>Boundary Treatment Plan 1103-02-02-208 Rev B</p> <p>Materials Layout 1103-02-02-206 Rev B</p> <p>Hard Landscaping 1103-02-02-203 Rev A</p> <p>CEMP Plan 1103-ENG032 Rev K</p> <p>Construction Management Report Rev G re-plan</p> <p>4516.02D 1:200 Feb15 Landscape Layout</p> <p>4516.05D 1:200 Feb 15 Landscape Layout</p> <p>4516.06D 1:200 Feb 15 Landscape Layout</p> <p>Proposed Slab Levels 1103-02-06 ENG101 Rev A</p> <p>Planning Layout 1103-02-02-201 Rev B</p> <p>1103-02-06 ENG027-1 Existing Ground Levels</p> <p>Location Plan 1103-02-02-202</p> <p>Door and window pack</p> <p>Landscaping layout 451603C.1.200 Oct14</p> <p>Landscaping layout 451604C.1.200 Oct14</p> <p>Close Boarded Fence D-SD0906</p> <p>Close Boarded Gate D-SD0910</p> <p>Brick Walling- D-SD0806</p> <p>Double Garage Type 1</p> <p>Single Garage Type 2</p> <p>E4H118 Worcester RVT</p> <p>E4H130 Oxford RVT</p> <p>E4H138 Cambridge</p> <p>E4H153 Welwyn RVT</p> <p>LTH Warwick LTH3H106</p> <p>LTH Windsor LTH4H117-901rev b</p> <p>1103/ENG032 Rev J</p> <p>RED506 100 Rev P11</p> <p>RED506 920 P4 Flood Routing Plan</p> <p>(iii) Documents:</p> <p>Supplemental Design and Access Statement Oct 14</p> <p>REC New Heys School 33250r1 Air Quality Assessment</p> <p>Noise Impact Assessment New Heys School 90164r2</p> <p>REC Extended Phase 1 Habitat and Arboricultural Report 60002pr0</p> <p>Lifetime Homes Checklist</p>

<p>1000 risk assessment KCLJUB-T-KA-REV2.1-Final-Consolidated</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> <p>(i) The approved landscaping scheme shall be completed either (a) not later than the first planting season following completion of each phase 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> <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 Landscaping Operation".</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 in accordance with Liverpool Unitary Development Plan Policy HD22 (Existing Trees and Landscaping).</p>	<p>4</p> <p>No part or phase of the development hereby permitted shall commence until:</p> <p>(a) An investigation and assessment methodology, including analysis site and risk assessment methodologies has been completed and submitted to and approved by the local planning authority (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, radioactive, 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. The assessment shall consider the potential risks to:</p> <p>(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> <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 safely without unacceptable risks to workers, neighbours and other offsite receptors.</p>	<p>5</p> <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 the LPA and approved in</p>
---	---	--	--



<p>10</p> <p>REASON: It is in the interests of visual amenity, and in accordance with the duty of the</p>	
<p>9</p> <p>REASON: To reduce the risk of flooding to the proposed development and future occupants. Any 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>8</p> <p>REASON: To reduce flood risk to an acceptable level - both to the development itself and elsewhere. The scheme shall be fully implemented and subsequently maintained in accordance with the timing / phasing arrangements embodied within the scheme, or within any other period as may subsequently be agreed, in writing, by the local planning authority.</p>	
<p>7</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.</p>	
<p>6</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>	
<p>7</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.</p> <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> <p>The development permitted by this planning permission shall be carried out in accordance with the approved Flood Risk Assessment (FRA) - Flood risk assessment ? RED506-FRA-Rev.2.1-Final- Consolidated, and the following mitigation measures detailed within it shall apply: Discharge of surface water shall not exceed 166.7 l/s</p> <p>REASON: To reduce flood risk to an acceptable level, both to the development itself and elsewhere.</p>	



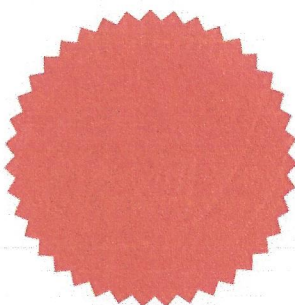
## INFORMATIVES

<p>Section 278 Required:</p>	<p>All section 278 works are to be fully funded by the developer and at nil cost to the Council, the detail design of which will be undertaken by Liverpool City Council / 2020 Liverpool at the developers expense. In the first instance the applicant is requested to contact Mr Jon Robinson on 0151 233 5241 to progress these works.</p>
<p>There is also a requirement (in advance of any planned programme of works) for section 50 and section 58 highway works notices to be in place prior to any construction works commencing on the adopted highway, details of which can be forwarded to the applicant on request.</p>	<p>Section 38 Required:</p> <p>Any areas proposed for future adoption will be managed through the section 38 adoption process. In addition, the palette of material selected for adoption must comply with LCC's standards. This can be agreed at the detailed design stage.</p> <p>In the first instance the applicant is requested to contact Mr Fraser Arnott on 0151 233 8145 to progress these works.</p>
<p>Naming &amp; Numbering Scheme Required</p> <p>Liverpool City Council is the Street Naming and Numbering Authority and has the responsibility of allocating postal addresses to new properties, existing properties converted to apartments. All street name and numbering must be managed and agreed appropriately in accordance with LCC standards and policy.</p> <p>In the first instance the applicant is requested to contact Miss Zita Carroll on 0151 233 5240 to progress these works.</p>	<p>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 and owners has been given prior to works commencing on site.</p>
<p>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.</p>	<p>During the site works the contractor shall pay full regard to the best practicable means available in respect of the control of noise and dust from the site. In addition, no operations which are audible at the site boundary shall be carried out:</p> <p>(i) outside the hours of 0800 to 1800 weekdays (ii) outside the hours of 0800 to 1300 Saturdays, and (iii) at any time on Sundays or Bank Holidays.</p>
<p>For those new highways to be adopted and maintained at public expense, the developer shall be required to enter into an agreement with Liverpool City Council pursuant to section 38 of the Highways Act 1980; all works and associated legal agreements shall be at the developer's cost and at nil cost to the City Council.</p>	<p>Reasons for Approval - Positive Planning</p> <p>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.</p>

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

*Principal*  
*Assistant City Solicitor*

Seal No.  
529.15



SIGNED as a DEED by  
REDROW HOMES LIMITED  
as attorney for  
in the presence of:-  
JANE FARRELLY  
as attorney for REDROW HOMES LIMITED

Signature of witness ..... *B. Davies*  
Name (in BLOCK CAPITALS) ... *REDROW HOMES LIMITED*  
Address: Care of Redrow House, St David's Park, Flintshire, CH 5 3RX.

SIGNED as a DEED by *ALEX WOOD*  
REDROW HOMES LIMITED  
as attorney for  
in the presence of:-  
as attorney for REDROW HOMES LIMITED

Signature of witness ..... *B. Davies*  
Name (in BLOCK CAPITALS) ... *REDROW HOMES LIMITED*  
Address: Care of Redrow House, St David's Park, Flintshire, CH 5 3RX.