



DATED 18th August 2015

Ref: LS/2051/rm

LIVERPOOL CITY COUNCIL

and

REDROW HOMES LIMITED

S.106 Agreement

RE: Planning Application Ref: 15F/0314
FORMER WATERGATE SCHOOL, SPEKE ROAD, LIVERPOOL

V3 06.8.15 LCC

City Solicitor
Liverpool City Council

THIS DEED is made the 18th day of August

2015

BETWEEN

Parties

1. Liverpool City Council of Municipal Buildings, Dale Street, Liverpool, L2 2DH ("the Council")
2. Liverpool City Council of Municipal Buildings, Dale Street, Liverpool, L2 2DH ("the Owner")
3. Redrow Homes Limited a company registered in England and Wales (registration number 01990710) whose registered office is at Redrow House, St David's Park, Ewloe, Flintshire CH5 3RX ("the Developer"),

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 Developer has by application referenced 15F/0314 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 Developer has an interest in the Land pursuant to a Development Agreement dated the 24th July 2015 ("the Development Agreement") and made between the Owner (1) and the Developer (2)
- 5 The Developer intends to develop the Land
- 6 The Council has decided to grant permission for the Development in accordance with the Planning Application subject to the making of this Deed without which the planning permission for the Development would not have been granted.

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

1. The Developer covenants with the Council to observe the restrictions specified in the Third Schedule
2. The Council 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
3. Subject to the Development Agreement becoming unconditional the Developer covenants with the Council to perform the Developer's obligations or activities specified in the Fourth Schedule
4. The Council covenants with the Developer and subject the Development Agreement becoming unconditional with the Developer for the residential development of the Land the Council shall observe and perform the obligation set out in the Fifth Schedule
5. It is agreed and declared as follows:
 - 5.1. The expression "the Council", "the Owner" and "the Developer" shall include their successors in title and assigns.
 - 5.2. No person shall be liable for breach of a covenant contained in this Deed 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 Deed shall take effect upon the date of this Deed.
 - 5.4. Words denoting an obligation on the Council or Developer to do any act matter or thing include an obligation to procure that it be done and words placing the Council or Developer 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 Deed shall forthwith determine and cease to have effect.
 - 5.6. 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 one relating to

the Development as specified in the Planning Application) granted (whether or not on appeal) after the date of this Deed.

5.7. The Council will upon the written request of the Developer at any time after the obligations of the Developer under the Deed have been fulfilled issue written confirmation thereof and thereafter cancel all related entries in the Register of Local Land Charges.

5.8. The covenants on the part of the Developer shall not be enforceable against:

- (a) the owner-occupiers or tenants of any residential dwellings nor those deriving title built or to be built on the Land; and
- (b) any 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 substations, pumping stations, gas governor stations or similar matters.

5.9 This Deed is a local land charge and shall be registered as such.

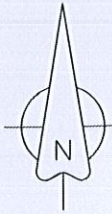
6. On completion of this Deed the existing deed relating to this Land and made pursuant to sections 111 of the Local Government Act 1972 and 106 of the Town and Country Planning Act 1990 and all other enabling powers dated the 31st July 2015 and made between the same parties hereto shall cease to have any effect

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 Watergate School Speke Road Liverpool L25 8QA registered at the Land Registry with title number MS560223 and shown edged in red on the attached plan.



Revision	Date	Amendment	Initials

Notes

[Signature]

[Signature]

[Signature]

[Signature]

Development	WATERGATE SCHOOL		
Location	WOOLTON, LIVERPOOL		
Marketing Name			
Drawing Title	PLAN 1		
Drawing Number			
Revision	Scale @ A3	1:1250	
Drawn By	CT	Date Started	19.05.15
Checked by		Date	



REDROW

HOMES

Redrow Homes Ltd - Lancs Division

Redrow House, 14 Eaton Ave, Buckshaw Village, Chorley, Lancs PR7 7NA
 Tel: 01772 643700 Fax: 01772 643701 Web: www.redrow.co.uk

Legal Disclaimer TBC

This layout has been designed after due consideration of our Context & Constraints Plan

SECOND SCHEDULE

"The Development"

Residential development comprising 21 dwellings and associated external works following partial demolition and rebuilding of existing wall to site frontage

THIRD SCHEDULE

Restriction

The Developer shall not begin the Development within the meaning of section 56 of the Town and Country Planning Act 1990 save in relation to a Preparatory Operation ("the Commence of Development") until it has performed the obligations or activities specified in paragraph 1 (a) of the Fourth Schedule PROVIDED ALWAYS that Preparatory Operation shall mean:

- a) an operation or item of work of or ancillary to:
 - (i) archaeological investigations; or
 - (ii) demolition; or
 - (iii) land clearance; or
 - (iv) land or soil investigations; or
 - (v) land remediation works; or
 - (vi) the diversion and/or laying of services;

- b) temporary works including the erection of temporary fencing and hoardings, the temporary display of site notices or advertisements and a sales cabin.

FOURTH SCHEDULE

Developer Obligations

- 1 The Developer shall pay to the Council the Commuted Sum in lieu of on-site provision of open space by the Development at the Land at the following times:

(a) as to 50% thereof prior to the Commencement of Development; and

(b) as to 50% prior to the first occupation of any residential dwelling on the Land

"Commuted Sum" means the amount of £21,000 (TWENTY ONE THOUSAND POUNDS) calculated in accordance with the following formula:

£21,000 (TWENTY ONE THOUSAND POUNDS)
multiplied by the Index for the month immediately
preceding the date of payment set out at paragraph 1(a)
above and divided by the Index for the month
immediately preceding the date of this Deed

"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

FIFTH SCHEDULE

Council Obligation

1. The Council shall utilise the Commuted Sum for the provision or enhancement of public open space or public realm works within 800m (10 minute walking distance) of the Land.
2. The Council shall refund with any accrued interest any monies not committed for expenditure from the Commuted Sum on the fifth anniversary of the date of payment of the last instalment of the Commuted Sum to the payor thereof together with interest at the Barclays Bank Plc base rate from time to time for the period from the date of payment to the date of refund

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



Seal No.
82.15

Acting City Solicitor

Amended

SIGNED as a DEED by

as attorney for

REDROW HOMES LIMITED

in the presence of: -

F. Whiteoak
F. WHITEOAK

as attorney for REDROW HOMES
LIMITED

Signature of witness *S. Stewart*

Name (in BLOCK CAPITALS) S. STEWART

Address 10 REDROW HOMES LIMITED

..... ST DAVID'S PARK, EWLOE,

..... FLINTSHIRE, CH5 3RX

SIGNED as a DEED by

as attorney for

REDROW HOMES LIMITED

in the presence of: -

STEVEN GREENHATCH

as attorney for REDROW HOMES
LIMITED

Signature of witness *S. Stewart*

Name (in BLOCK CAPITALS) S. STEWART

Address 10 REDROW HOMES LIMITED

..... ST DAVID'S PARK, EWLOE,

..... FLINTSHIRE, CH5 3RX