



DATED 4th SEPTEMBER 2015

LIVERPOOL CITY COUNCIL

And

A J BELL TRUSTEES LIMITED ADRIAN RICHARD CORNELISSEN AND SALLY JANE
CORNELISSEN AS THE TRUSTEES OF THE E H WILLIAMS GARDEN CENTRES AND
NURSERIES LIMITED DIRECTORS' PENSION SCHEME

And

MACBRYDE HOMES LIMITED

S.106 Agreement

RE: Planning Application Ref: 15F/0359

Gateacre Garden Centre Acrefield Road Liverpool L25 5JW

City Solicitor

Liverpool City Council

Ref: LS/1045.XXXX/IG

THIS DEED is made the 4th day of SEPTEMBER

2015

BETWEEN

Parties

1. Liverpool City Council of Municipal Buildings, Dale Street, Liverpool, L2 2DH ("The Council")
2. A J Bell Trustees Limited (Company Number 03213118), Adrian Richard Cornelissen And Sally Jane Cornelissen As The Trustees Of The E H Williams Garden Centres And Nurseries Limited Directors' Pension Scheme all care of Trafford House Chester Road Manchester M32 0RS ("The Owner")
3. Macbryde Homes Limited (company number 01932141) whose registered office is at Macbryde House Unit 28 Asaph Business Park Glascoed Road St Asaph Denbighshire LL17 0LJ ("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 the benefit of a contract to acquire the Land.
- 4 The Developer has by application referenced 15F/0359 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").

- 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 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. In this Deed the following definitions shall have the following meanings:
 - 1.1. "**Commuted Sum**" means the amount of £10,000 (TEN THOUSAND PPOUNDS) if paid within one year after the date of this agreement or the amount as calculated in accordance with the following formula:

$$\text{£10,000 multiplied by the Index for the month immediately preceding the date of payment and divided by the Index for the month immediately preceding the date of this agreement}$$
 - 1.2. "**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
2. The Owner covenants with the Council to observe the restrictions specified in the Third Schedule
3. The Owner and the Developer covenant to perform their respective obligations or activities specified in the Fourth Schedule
4. The Council covenants with the Owner to 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 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.

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

PLEASE SCALE FROM THE DRAWING
ALL DIMENSIONS MUST BE VERIFIED AT THE SITE BEFORE SETTING OUT.
CHECKING WORK ON WORKING DRAWING.

Date:

Rev: Description:



Macbryde Homes Limited,
Macbryde House, Unit 28,
St. Asaph Business Park,
Ffordd Richard Davies, St Asaph,
Denbighshire. LL17 0LJ.
Tel. 01745 536677
Fax. 01745 536688

Site:

Gateacre, Liverpool

Title:

Location Plan

Scale:

1:1000 on A3

Date:

10.12.14

Rev:

GL-LP01

Rev:

/

342400m 342500m 342600m 342700m 387700m 387600m 387500m 387400m



SECOND SCHEDULE

"The Development"

The erection of 10 detached dwellings with associated driveways, gardens and boundary treatments following demolition of existing buildings

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 and "Commencement" shall be construed accordingly.

FOURTH SCHEDULE

Owner and Developer Obligations

- 1 The Owner shall pay to the Council prior to the Commencement of Development the Commuted Sum in lieu of on-site provision of open space by the Development at the Land.
- 2 The Developer shall pay to the Council upon the signing of this agreement the sum of £1,000 (ONE THOUSAND POUNDS) for the Council's Legal Department's costs in preparation, execution and monitoring thereof.
- 3 The Developer shall pay to the Council upon the signing of this agreement the sum of £577.50 FIVE HUNDRED AND SEVENTY SEVEN POUNDS AND FIFTY PENCE for the Council's Planning Department's costs in preparation, execution and monitoring thereof.

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 a 10 mile radius of the Land.
2. The Council shall not to use any part of the Commuted Sum other than for the purposes for which it was paid.
3. In the event that the Commuted Sum has not been spent or committed for expenditure by the Council within 5 years following the date of receipt of the Commuted Sum the Council shall refund to the Owner any part of the Commuted Sum which has not been spent or committed for expenditure, together with any accrued interest.

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

Principal
in Acting City Solicitor

[Handwritten signature]



Seal No.
90.15

Executed by
A J BELL TRUSTEES LIMITED
in the presence of two directors
or a director and the secretary

Director

x *[Handwritten signature]*

Director/Secretary

x *[Handwritten signature]*

Executed by
ADRIAN RICHARD CORNELISSEN
as a Deed in the presence of:

) x *[Handwritten signature]*
Witness ~~Signature~~: N. WAUSE
Witness Name: 1 COTTON CHASE
Witness Address: ALREWS
Witness Occupation: BURTON ON MOVT
STAFFS DE13 7BF
Plaster Plasterer retired

Executed by
SALLY JANE CORNELISSEN
as a Deed in the presence of:

) x *[Handwritten signature]*
Witness ~~Signature~~: N. WAUSE
Witness Name: 1 COTTON CHASE
Witness Address: ALREWS
Witness Occupation: BURTON ON MOVT
STAFFS DE13 7BF
Plaster Plasterer retired.

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

Director

Director/Secretary

The image shows two handwritten signatures. The first signature, for the Director, is a stylized, cursive 'JH'. The second signature, for the Director/Secretary, is more complex and scribbled, appearing to start with 'H' and ending with a long horizontal line.