



**Liverpool
City Council**

DATED 6th NOVEMBER 2013
Ref: LS/2051.340/RM

LIVERPOOL CITY COUNCIL

And

LIVERPOOL DIOCESAN BOARD OF FINANCE

S.106 Agreement

RE: Planning Application Ref: 11F/0427
Land at Bankfield House, Banks Road, Liverpool L19 8JZ

J McLoughlin
Interim City Solicitor
Liverpool City Council

THIS DEED is made the 6th day of NOVEMBER 2013

BETWEEN

Parties

1. Liverpool City Council of Municipal Buildings, Dale Street, Liverpool, L2 2DH ("The Council")
2. Liverpool Diocesan Board of Finance (a company limited by guarantee incorporated and registered in England and Wales with company number 18301 and registered charity number 249740) whose registered office is at St James' House, 20 St Sames Road, Liverpool, L1 7BY ("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 Owner has by application referenced 11F/0427 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 Council covenants with the Owner to observe and perform the obligations set out in the Fifth Schedule
4. It is agreed and declared as follows:
 - 4.1. The expression "the Council" and "the Owner" 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 the grant by the Council of the permission pursuant to the Planning Application and the Commencement (as defined within the Third Schedule) of the Development pursuant to that permission (save for the provisions of paragraph 3 of the Fourth Schedule which shall take effect immediately upon completion 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 Commenced (as defined within the Third Schedule) 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.

4.9. No provisions of this Agreement shall be enforceable under the Contracts
(Rights of Third Parties) Act 1999.

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

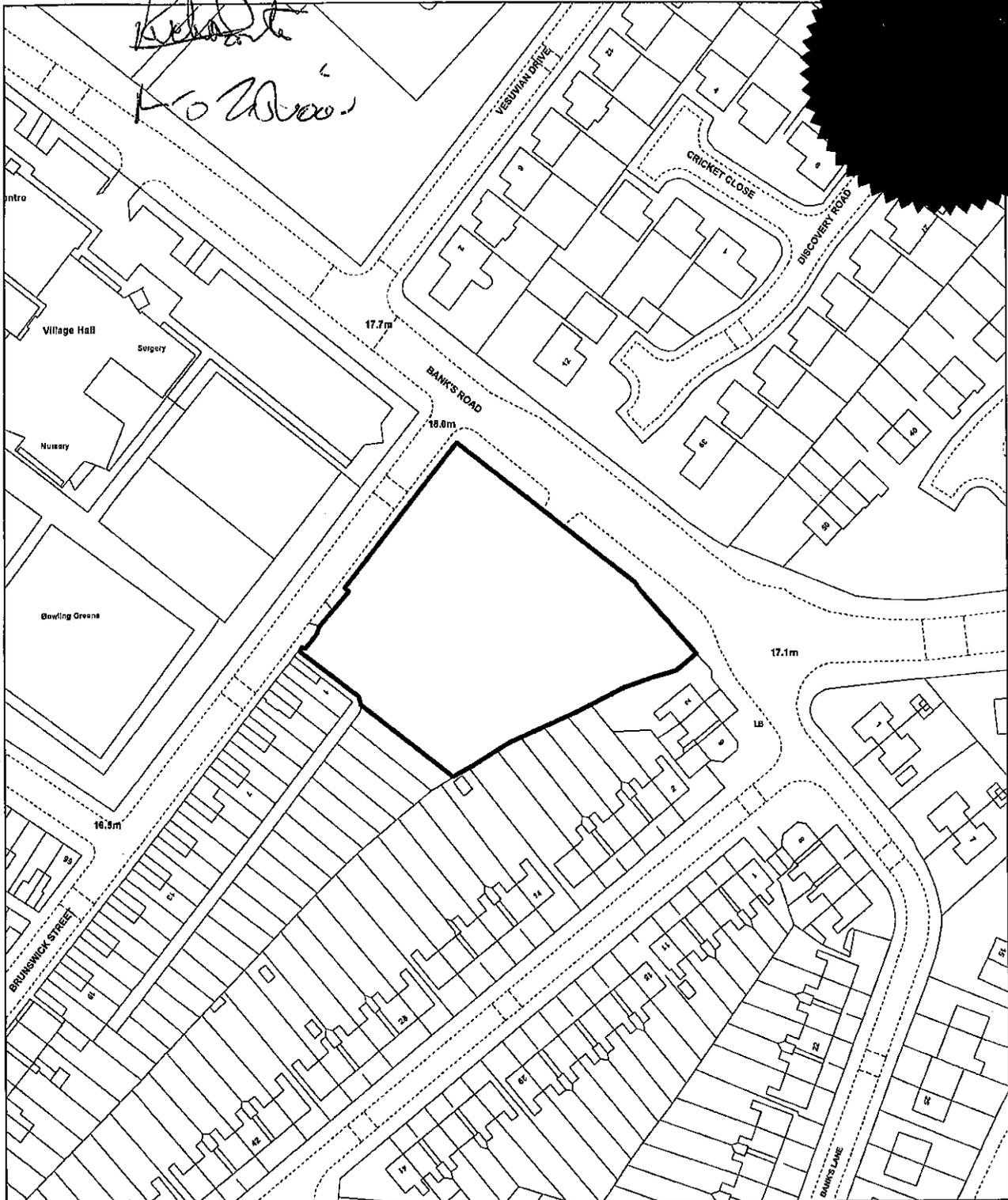
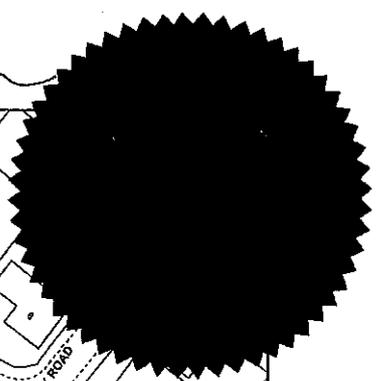
FIRST SCHEDULE

"The Land"

Land at Bankfield House, Banks Road, Liverpool L19 8JZ registered at the Land Registry with title number MS504199 and shown edged in thick black on the attached plan.

Pete Bradle *with*

*Robert
No view*



— Application Site

Scale: 1: 1,250

PLANNING & BUILDING CONTROL SERVICE

Application: 11F/0427

Address: Bankfield House, Banks Road.
Liverpool 19.

Date: October 2013

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Liverpool City Council. 100018351, 2011

SECOND SCHEDULE

"The Development"

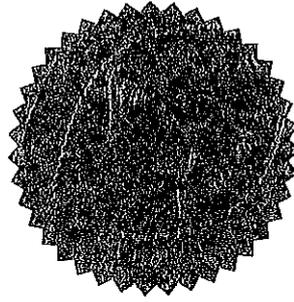
Erection of 9 no. houses, 2 no. bungalows and 8 no. flats with associated access, car parking and landscaping

FIFTH SCHEDULE

Council Obligations

1. The Council shall utilise the Commuted Sum for the provision or enhancement of public open space or public realm works in the vicinity of the Land.
2. The Council covenants with the Owner that it will pay to the Owner such amount of any payment made by the Owner to the Council under this Deed which has not been expended in accordance with the provisions of this Deed (and 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 of which it is paid which is reasonably likely to result in the fulfilment of that purpose) within 7 years of the date of receipt by the Council of such payment together with any interest actually accrued thereon
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
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

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

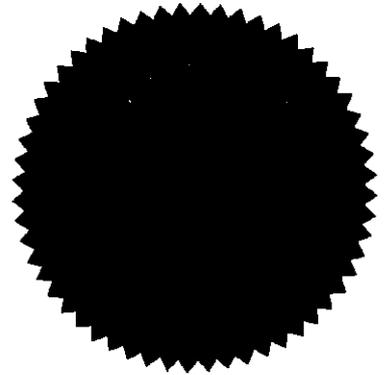


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Assistant City Solicitor

117.13

EXECUTED AS A DEED by affixing the)
Common Seal of LIVERPOOL)
DIOCESAN BOARD OF FINANCE in)
the presence of:-)



[Handwritten signature]
.....
Member of the Finance Committee

[Handwritten signature]
.....
Member of the Finance Committee

[Handwritten signature]
.....
Secretary of the Finance Committee

