



DATED 2nd JULY 2013
Ref: LS/2051.306/RM

LIVERPOOL CITY COUNCIL

And

SCHEMEGLOBAL PROPERTIES (LIVERPOOL) LIMITED

S.106 Agreement

RE: Planning Application Ref: 12F/2527
Site of Former Calder House, Cromptons Lane, Liverpool 18

J McLoughlin
City Solicitor
Liverpool City Council

THIS DEED is made the 2nd day of JULY

2013

BETWEEN

Parties

1. Liverpool City Council of Municipal Buildings, Dale Street, Liverpool, L2 2DH ("The Council")
2. SCHEMEGLOBAL PROPERTIES (LIVERPOOL) LIMITED whose registered office is at Glenbourne House, 59 Burscough Street, Ormskirk, Lancashire L39 2EL ("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 12F/2527 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:

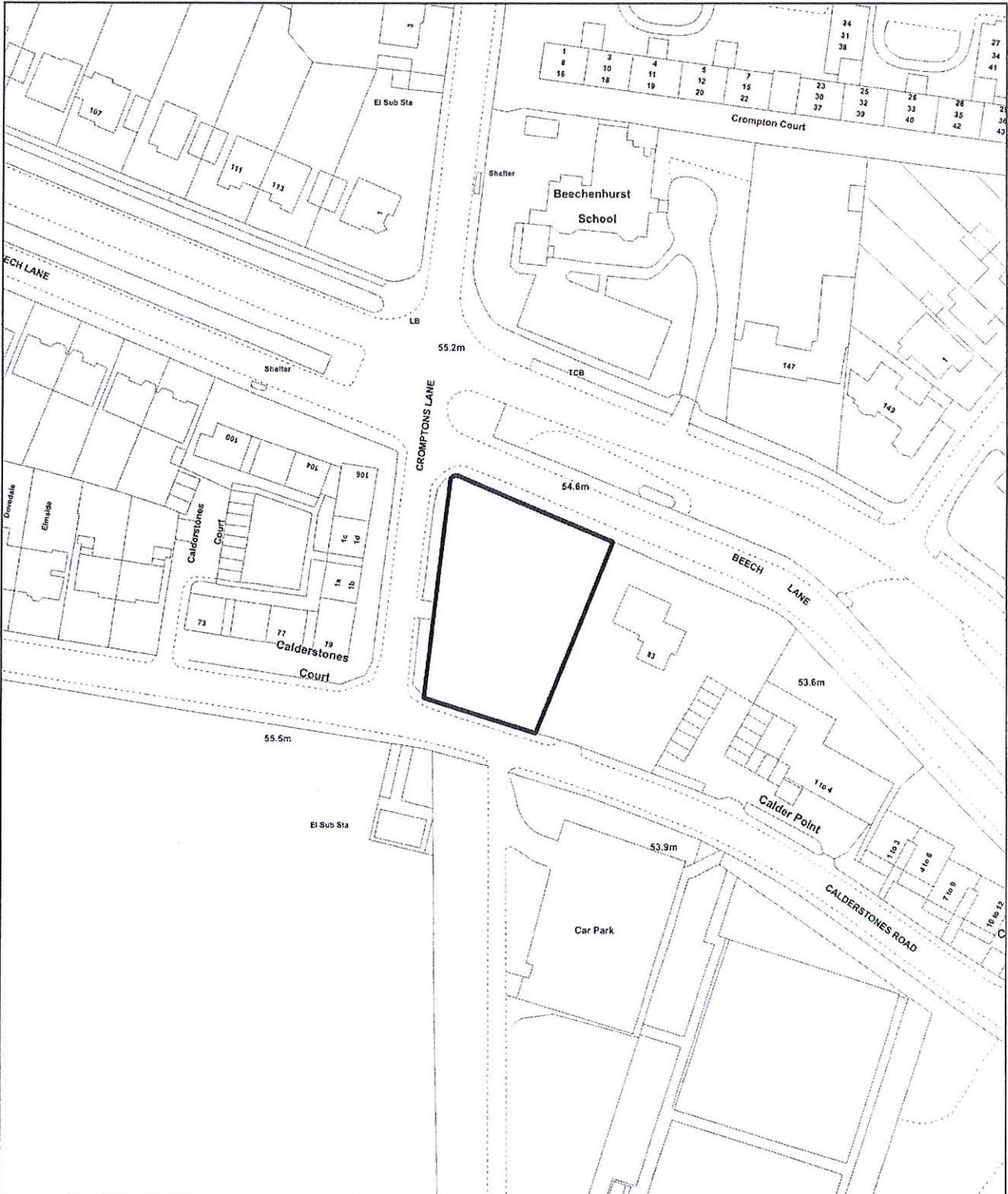
1. The Owner covenants with the Council to observe the restrictions specified in the Third Schedule
2. The Owner covenants to perform the obligations or activities specified in the Fourth Schedule
3. The Council covenants with the Owner to observe and perform the obligation set out in the Fifth Schedule
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 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 begun as defined above 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.

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"

Site of Former Calder House, Cromptons Lane, Liverpool 18 registered at the Land Registry with title number MS27627 and shown edged in thick black on the attached plan.



Application Site

Michael Pearce
MICHAEL PEARCE

Scale: 1:1,250

PLANNING & BUILDING CONTROL SERVICE

Application: 12F/2527

Address: Site of former Calder House,
Cromptons Lane. Liverpool 18

Date: March 2013

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Liverpool City Council. 100018351, 2011

SECOND SCHEDULE

"The Development"

Erection of 11 apartments in a three storey building with undercroft parking, creation of new vehicular access onto Calderstones Road and new pedestrian access onto Cromptons Lane with associated landscaping works.

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.

FOURTH SCHEDULE

Owner Obligations

- 1 The Owner shall pay to the Council the Commuted Sum in lieu of on-site provision of open space by the Development at the Land.
- 2 The Owner shall pay to the Council the Street Tree Sum in respect of the provision and maintenance of street trees in the vicinity of the Land.
- 3 The Owner shall pay to the Council the Public Art Contribution.
- 4 The Owner shall pay to the Council upon the signing of this agreement the sum of £1000 (one thousand pounds) for the Council's Legal Department's costs in preparation, execution and monitoring thereof.
- 5 The Owner shall pay to the Council upon the signing of this agreement the sum of £552.75 (five hundred and fifty-two pounds and seventy-five pence) for the Council's Planning Department's costs in preparation, execution and monitoring thereof.

"Committed Sum" means the amount of £11,000 (eleven thousand pounds) if paid within one year after the date of this agreement or the amount as calculated in accordance with the following formula:

£11,000 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

"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 £552.75 (five hundred and fifty-two pounds and seventy-five pence) if paid within one year after the date of this agreement or the amount as calculated in accordance with the following formula:

£552.75 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

"Street Tree Sum" means the amount of £8,000 (eight thousand pounds) if paid within one year after the date of this agreement or the amount as calculated in accordance with the following formula:

£8,000 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

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 shall utilise the Street Tree Sum for the provision and maintenance of street trees in the vicinity of the Land.

Seal No.
6813



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

Assistant City Solicitor

Executed by)
SCHEMEGLOBAL PROPERTIES)
(LIVERPOOL) LIMITED)
[in the presence of two directors)
or a director and the secretary]

Director

MICHAEL PEARCE

Director/Secretary