



DATED 5th FEBRUARY 2016

Ref: LS/2051/RM

LIVERPOOL CITY COUNCIL

And

CHINA TOWN DEVELOPMENT COMPANY LIMITED

Agreement made pursuant to

(a) Section 111 of the local Government Act 1972

(b) Section 1 of the Localism Act 2011

RE: Planning Application Ref: R150/1998

Land at Great George Street and James Street
Liverpool.

J McLoughlin

City Solicitor

Liverpool City Council

THIS DEED is made the 5th day of FEBRUARY

2016

BETWEEN

Parties

1. Liverpool City Council of Municipal Buildings, Dale Street, Liverpool, L2 2DH ("The Council")
2. China Town Development Company Limited incorporated and registered in England and Wales with company number 09623621 whose registered office is at 2nd Floor Edward Pavilion Albert Dock Liverpool L3 4AF ("the Applicant")

RECITALS

- 1 The Council is the Local Planning Authority for the purposes of this Deed for the area in which the Land is situated and by whom the obligations contained in this Deed are enforceable.
- 2 The Council is the owner in fee simple in possession of the Land and has agreed with the Applicant to dispose of leasehold interests in the Land by way of sale and the Applicant has agreed with the Council to purchase such interests in the Land
- 3 The Applicant has by application referenced 150/1998 ("the Planning Application") by its Agents 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.
- 5 The Council intends that as and when it disposes of any of its interests in the Land (or any part thereof) it will require any party or parties taking such interest to immediately enter into a deed pursuant to Section 106 of the Town & Country

Planning Act 1990 setting out the provisions set out in the Third Schedule hereto ("the S106 Agreement") in order to bind such land and such party by the terms of the S106 Agreement and upon completion of the S106 Agreement this Agreement shall cease to have effect.

- 6 This Agreement is made pursuant to section 111 of the Local Government Act 1972 and section 1 of the Localism Act 2011.

NOW THIS DEED is made in pursuance of section 111 of the Local Government Act 1972 and section 1 of the Localism Act 2011 and is a planning obligation for the purposes of that section and WITNESSES as follows:

1. The Applicant covenants to perform the obligations or activities specified in the Third Schedule
2. It is agreed and declared as follows:
 - 2.1. The expression "the Council" and "the Applicant" shall include their successors in title and assigns SAVE and it is agreed that the expression the Applicant will not extend to the owner of any Occupational Unit referred to in the Fourth Schedule with the intention that the obligations contained in this agreement shall not be enforceable against the individual owner from time to time of any such Occupational Unit nor those deriving title under them by way of mortgage or otherwise neither will such obligations be enforceable against any statutory undertakers in relation to the implementation of any infrastructure by way of supplying electricity gas or other form of power supply or any provision of water or sewage
 - 2.2. 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.
 - 2.3. The covenants contained in this Agreement shall take effect upon the date of this Agreement.
 - 2.4. Words denoting an obligation on the Applicant to do any act, matter or thing include an obligation to procure that it be done and words placing the Applicant under a restriction include an obligation not to cause or permit or suffer any infringement of the restriction.
 - 2.5. 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.

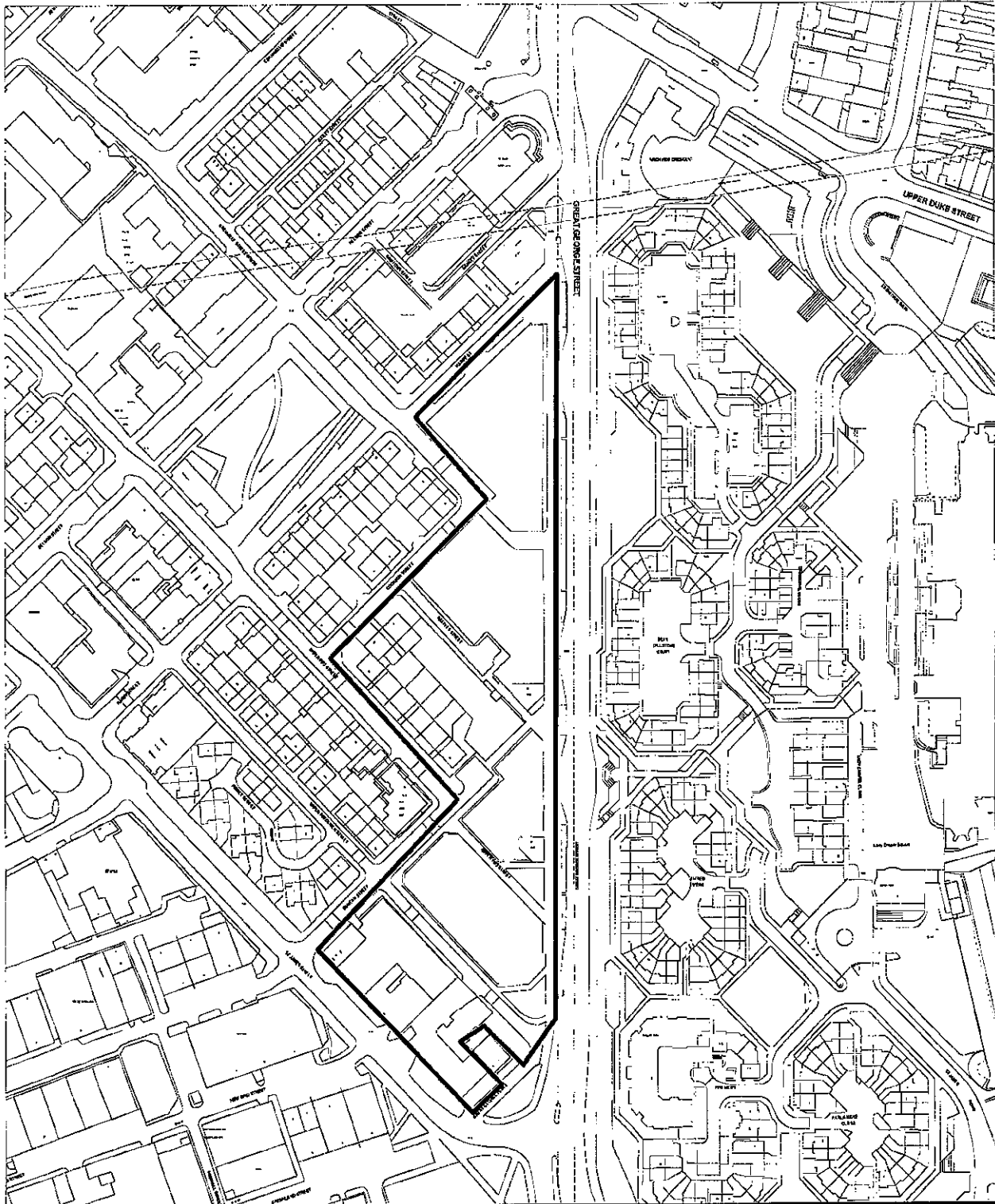
- 2.6. Nothing in this Agreement shall prohibit or limit the right to develop any part of the Land in accordance with a planning permission (other than one relating to the Development as specified in the Planning Application) granted (whether or not on appeal) after the date of this Agreement.
- 2.7. The Council will upon the written request of the Applicant at any time after the obligations of the Applicant under the Agreement have been fulfilled issue written confirmation thereof and thereafter cancel all related entries in the Register of Local Land Charges.
- 2.8. 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"

All That the land bounded by Great George Street/Great George Place, St James Street/ Duncan Street/Upper Pitt Street /Cookson Street /Grenville Street South/Hardy Street Liverpool registered at the Land Registry with title number MS 524861 and shown edged in thick black on the attached plan.



— Application Site

Scale: 1:1,250

PLANNING & BUILDING CONTROL SERVICE

Application: 15O/1998

Address: Land at Great George Street, L1

Date: December 2015

SECOND SCHEDULE

"The Development"

The development of the Land pursuant to Application Ref 150/1998

THIRD SCHEDULE

Applicant Obligations

Particulars

The Land means : the land more particularly described in the First Schedule
Occupational Unit means : any occupational unit in the Phase 1 Block and the Phase 2/3 Blocks.

Phase 1 Land means : the Land shown marked 1 on the Plan

Phase 2/3 Land means : the Land shown marked 2 and 3 on the Plan

Phase 1 Block means : the single residential and commercial unit block contingent on the development of the Phase 1 Land

Phase 2/3 Blocks means : the eight residential and commercial unit blocks contingent on the development of the Phase 2/3 Land

Phase 1 Commuted Sum means : the sum set out in Clause 2 of this Schedule

Phase 2/3 Commuted Sum means : the sum set out in Clause 3 of this Schedule

The Plan means : the plan attached

1. Generally

- 1.1 The Applicant shall pay to the Council the Public Art Contribution in the sum of £6172.35 upon the signing of this agreement
- 1.2 The Applicant shall pay to the Council upon the signing of this agreement the City Centre Model Contribution in the sum of £500.00 upon the signing of this agreement.
- 1.3 The Applicant shall pay to the Council the sum of £1000.00 for the Council's Legal Department's costs in preparation, execution and monitoring thereof upon the signing of this agreement
- 1.4 The Applicant shall pay to the Council upon the signing of this agreement the sum of £6,172.35 for the Council's Planning Department's costs in preparation, execution and monitoring thereof.
- 1.5 The Applicant shall pay to the Council upon the signing of this agreement the sum of £5000.00 towards the costs of Merseytravel carrying out a feasibility study on creation of a new Merseyrail station in the vicinity of the Land.
- 1.6 The Applicant 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

- 1.7 The Applicant shall give 28 days' written notice to the Council prior to occupation of the first occupational unit in the phase 1 Block
- 1.8 The Applicant shall give 28 days' written notice to the Council prior to occupation of the first occupational unit in the phase 2/3 Blocks
- 1.9 The applicant shall pay the Phase 1 Commuted Sum and the Phase 2 /3 Commuted sum in the manner set out in Clauses 2 and 3 of this Schedule **SAVE THAT** in the event that the Council confirms in writing that an acceptable scheme for on-site provision of public open space/public realm and street trees, as informed by the Landscape Plan and Drawings together with a Public Art Scheme is/are delivered through reserved matters applications for the phases 2 and 3 of the development, the requirement for payment of the Phase 1 Commuted Sum and the Phase 2/3 Commuted Sum together with the Public Art Contribution set out at Clause 1.2 of this Schedule shall, to the extent determined by the Council be reduced or waived, depending on the level to which the Council confirms in writing that they meet the recreation needs of future occupiers and users of the development and deliver an appropriately high-quality design of development, in accordance with Policies OE14, HD23 & HD24 of the Liverpool UDP and the Council's Executive Board Report for Planning Obligations (September, 2015).

2 As to the Phase 1 Land

- 2.1 The Applicant shall pay to the Council the Phase 1 Commuted Sum in lieu of on-site provision of open space by the Development at the Land such sum to be paid prior to occupation of the first occupational unit in the Phase 1 Block.
- 2.2 "Phase 1 Commuted Sum" means the amount of £326,000.00 (Three Hundred and Twenty Six Thousand pounds)if paid within one year after the date of this agreement or the amount as calculated in accordance with the following formula
- 2.3 £326,000.00 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
- 2.4 "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

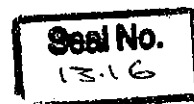
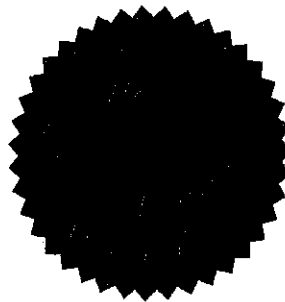
3. As to the Phase 2/3 Land

- 3.1 The Applicant shall pay to the Council the Phase 2/3 Commuted Sum in lieu of on-site provision of open space by the Development at the Land to be paid prior to occupation of the first occupational unit in the Phase 2/3 Blocks .

- 3.2 "Phase 2/3 Commuted Sum" means the amount of (£1,958,000.00) (One Million Nine Hundred and Fifty 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
- 3.3 £1,958,000.00 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
- 3.4 "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

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

Principal
Assistant City Solicitor



EXECUTED AS A DEED by
CHINA TOWN DEVELOPMENT
COMPANY LIMITED
acting by one director

)
) *Lee Jau Chai*
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Signature of director