

DAC BEACHCROFT

Dated 16 January 2024 5

(1) **UNITED UTILITIES PROPERTY SERVICES
LIMITED**

- and -

(2) **KNOWSLEY METROPOLITAN BOROUGH
COUNCIL**

Agreement pursuant to Section 106 of the Town and Country Planning Act 1990

Land at Carr Lane Prescott
(Planning Permission Reference: 23/02677/FUL)

THIS AGREEMENT is made the 16th day of January 2025

BETWEEN:

- (1) **UNITED UTILITIES PROPERTY SERVICES LIMITED** (Co. Regn. No. 2380021) of Haweswater House, Lingley Mere Business Park, , Warrington, WA5 3LP ("**Owner**"); and
- (2) **KNOWSLEY METROPOLITAN BOROUGH COUNCIL** of Municipal Buildings, Huyton L36 9UX ("**Council**"),

known collectively as the "**Parties**".

RECITALS:

- (A) The Council is the Local Planning Authority for the purposes of the 1990 Act for the area within which the Site is situated.
- (B) The Owner is the freehold owner of the Site registered under title numbers MS558070 and MS622055.
- (C) The Planning Application has been submitted to the Council.
- (D) The Council has identified planning obligations in this Deed in order to make the Development acceptable in planning terms.
- (E) The Council has resolved to grant the Planning Permission subject to the completion of this Deed.
- (F) This Deed is entered into by the Parties pursuant to section 106 of the 1990 Act to secure the planning obligations on the terms set out herein.

NOW IT IS HEREBY AGREED as follows:

1. INTERPRETATION

1.1 In this Deed:

"1990 Act"

means the Town and Country Planning Act 1990 (as amended);

"Borough of Knowsley"

means the administrative area of the Council

"Commencement"

means the commencement of the Development by the carrying out of a material operation (as defined by section 56(4) of the 1990 Act) provided always that:

- (a) any works necessary in undertaking a land survey or investigation of or obtaining soil samples from the Site whether that be in respect of any requirements for environmental or ecological studies or otherwise;
- (b) any remedial works on the Site necessary to prevent the risk of harm to human health and safety or required in order to remediate the Site or comply with any condition imposed upon the grant of a planning permission or any licence;

- (c) works of demolition and Site clearance including earth works, re-grading, below ground works and landscape clearance works;
- (d) works of archaeological excavation on the Site;
- (e) erection of hoardings, temporary enclosures, fences and other security measures on the Site including any advertisements upon them;
- (f) works for the removal, provision and diversion of services;
- (g) the provision of haul roads and construction of temporary accesses and parking areas to facilitate the carrying out of the Development;
- (h) erection of temporary facilities for security personnel and the erection of security cameras;
- (i) the construction of a temporary Site compound and welfare facilities / buildings / enclosures or a temporary marketing suite that does not form a structure or part of a structure that will become a Dwelling after its use as a temporary marketing suite;
- (j) any other preparatory works as may be agreed in writing with the Council (acting reasonably),

shall for the purposes of this Deed and no other purposes be deemed not to constitute a material operation and consequently shall not individually or together constitute works which shall begin or be deemed to commence the Development and **"Commence the Development"** and **"Commencement of Development"** shall be construed accordingly;

"Development"

means the development of the Site pursuant to the Planning Permission;

"Dwelling"

means any unit of self-contained residential accommodation constructed on the Site pursuant to the Planning Permission;

"Expert"

means an independent person nominated pursuant to clause 8.1 of this Deed;

"Occupation"

means occupation of a Dwelling for its intended purpose pursuant to the Planning Permission save for the purpose of construction, fitting out, security or

marketing and the expressions "**Occupy**" and "**Occupied**" shall be construed accordingly;

"Parties"

means the parties to this Deed and "**Party**" shall be construed accordingly;

"Planning Application"

means the planning application for the Development with reference 23/02677/FUL;

"Planning Permission"

means the planning permission to be granted pursuant to the Planning Application subject to any non-material amendment thereto which may be authorised from time to time pursuant to section 96A of the 1990 Act;

"Site"

means the land shown edged red on the plan at Appendix A and being Land at Carr Lane, Prescott

"Working Day"

means a day other than a Saturday or Sunday or public holiday in England or the period between 24 December and 2 January inclusive.

1.2 In this Deed where the context so requires:

1.2.1 the singular includes the plural and vice versa;

1.2.2 references to clauses, Schedules and paragraphs are references to clauses, Schedules and paragraphs in this Deed except where otherwise specified;

1.2.3 references to a paragraph or sub-paragraph in a Schedule are references to paragraphs or sub-paragraphs in that Schedule except where otherwise specified;

1.2.4 title headings to the clauses, Schedules and paragraphs are for convenience only and shall not affect the interpretation of this Deed;

1.2.5 references to any statute or statutory instrument shall except where otherwise specifically provided include reference to any statutory modification, extension, consolidation or re-enactment thereof for the time being in force and in each case shall include all statutory instruments, orders, regulations and directions for the time being made, issued or given under that Act or deriving validity from it;

1.2.6 the expression the "**Owner**" shall include successors in title to the Owner and its assigns and all persons deriving title to all or part of the Site under or through them and the expression the "**Council**" shall include any successor to the relevant statutory function thereof; and

1.3 Any notice, notification, consent, approval, agreement, request or statement or details to be made, given or submitted under or in connection with this Deed shall be made or confirmed in writing.

2. COMMENCEMENT

Save for this clause and clauses 5 to 144 inclusive which shall come into effect on the date hereof, the provisions of this Deed shall come into effect following issue of the Planning Permission and Commencement of Development.

3. OWNER'S COVENANTS

- 3.1 The Owner covenants with the Council to comply with the obligations in Schedules 1 and 2 to this Deed.
- 3.2 The Owner covenants with the Council to pay on the date hereof the Council's reasonable legal costs reasonably incurred in connection with the negotiation and completion of this Deed.

4. COUNCIL'S COVENANTS

The Council covenants with the Owner to comply with the obligations in Schedule 3 to this Deed and to discharge its functions in accordance with this Deed in a timely and reasonable manner.

5. LEGAL EFFECT

- 5.1 This Deed is made pursuant to section 106 of the 1990 Act and constitutes a planning obligation binding the Site which is enforceable by the Council. Subject to clause 5.2, the obligations, covenants and undertakings on the part of the Owner are entered into with the intent that they are enforceable not only against the Owner but also against any successors in title or assigns of the Owner and any person claiming through or under the Owner an interest or estate in the Site or any part of it as if that person had been the original covenanting party in respect of the interest for the time being held by it. To the extent that any of the obligations contained in this Deed are not planning obligations within the meaning of the 1990 Act, they are entered into pursuant to the powers contained in section 1 of the Localism Act 2011, section 111 Local Government Act 1972 and all other enabling powers. So far as the obligations, covenants and undertakings in this Deed are given by the Council, they are entered into under the relevant powers referred to in this clause and those obligations, covenants and undertakings are enforceable against the Council.
- 5.2 No persons shall be liable for any breach, non-performance or non-observance of the covenants, obligations and restrictions contained in this Deed after he shall have parted with all interest in the Site or part of the Site 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 No part of this Deed shall or may be construed as creating any rights enforceable by a third party as defined by the Contracts (Rights of Third Parties) Act 1999 and no consent of any third party shall be required under that act to any cancellation or variation of this Deed.
- 5.4 Nothing in this Deed shall prejudice or affect the rights, discretions, powers, duties and obligations of the Council under all statutes by-laws, statutory instruments, orders and regulations in the exercise of its functions as a local authority.
- 5.5 If any provision or part provision of this Deed shall be held to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not in any way be deemed to be affected or impaired.
- 5.6 For the purposes of sub-clause 5.2, a person parts with all interest in the Site or part thereof (or has no interest in respect of a part thereof) notwithstanding the existence or reservation of any rights or the imposition of any covenants or restrictions over it enforceable by or otherwise benefiting him.
- 5.7 The planning obligations in this Deed shall not be enforceable against:
 - 5.7.1 owners or owner-occupiers or tenants of any individual Dwelling nor against those deriving title from any of them; nor
 - 5.7.2 any mortgagee or any receiver appointed by such a mortgagee or any person deriving title through such a mortgagee or any receiver unless and until it becomes a mortgagee in possession; nor

- 5.7.3 any statutory undertaker holding an estate or interest in the Site or part of the Site nor against plant equipment conduits or structures located there for its operational purposes; nor
- 5.7.4 anyone whose only interest in the Site is in the nature of the benefit of an easement or covenant; nor
- 5.8 Unless it is specified that a matter is in the Council's absolute discretion where any agreement, consent, approval or expression of satisfaction is to be obtained from any party under the terms of this Deed, the Parties agree that the same shall not be unreasonably withheld or delayed AND for the avoidance of any doubt any alleged breach of this obligation shall be capable of determination in accordance with clause 8 as a decision of the Expert pursuant thereto to agree, consent, approve or otherwise express satisfaction being deemed to be such agreement, consent, approval or other expression of satisfaction on the part of the Party from whom it was sought for the purposes of this Deed.
- 5.9 Subject always to clause 10.3 in respect of any planning permission granted pursuant to section 73 of the 1990 Act, nothing in this Deed shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Deed.
- 5.10 Where in this Deed any party covenants not to act such covenant shall include an obligation not to permit or suffer such an act by another person. Wherever an obligation falls to be performed by more than one person, the obligation can be enforced against every person so bound jointly and against each of them individually unless there is an express provision otherwise.

6. NOTICES

The Owner will notify the Council within 5 (five) Working Days prior to the anticipated date of each of the following:

- 6.1 Commencement of Development;
- 6.2 first Occupation;

7. VALIDITY OF NOTICES

- 7.1 All notices, requests, demands or other written communications to or upon the parties pursuant to this Deed shall be deemed to have been properly given or made if dispatched by letter by way of first class post or recorded delivery post or hand to the party to which such notice, request demand or other written communication is to be given or made under this Deed and addressed as follows:
 - 7.1.1 if to the Council: to its address specified above and marked for the attention of Head of Legal Services and Head of Planning or such other successor officer responsible to development management matters at the Council;
 - 7.1.2 to the address specified above or where the Owner is a company, at its registered office
- 7.2 Any notice request or demand or other written communication shall be deemed to have been served as follows:
 - 7.2.1 if delivered by hand, the next Working Day after the day of delivery unless the delivery was signed for in which case it shall be the time the delivery was signed for that service will be deemed to have occurred;
 - 7.2.2 if sent by first class post, the day 2 (two) Working Days after the date of posting; or

7.2.3 if sent by recorded delivery, at the time delivery was signed for,

and in proving service for the purposes of either clauses 7.2.2 or 7.2.3 it shall be sufficient to prove that the envelope containing such notice, request, demand or other written communication was properly addressed and delivered into the custody of the postal authority in a pre-paid envelope.

7.3 If a notice, demand or any other communication is served after 4.00pm on a Working Day, or on a day that is not a Working Day, it is to be treated as having been served on the next Working Day.

7.4 Any notice or other written communication to be given by the Council will be deemed valid and effectual if on its face it is signed on behalf of the Council by an officer or duly authorised signatory.

8. DISPUTE RESOLUTION

8.1 Save in respect of any matter expressed to be in the Council's absolute discretion in the event of any dispute or difference arising between the Parties in respect of any matter contained in this Deed and any question of reasonableness that they are required to make pursuant to this Deed the same shall (subject to clause 8.6) be referred to an independent person ("**Expert**") for determination in accordance with the following provisions:

8.1.1 the Expert shall have at least 10 (ten) years post qualification experience in the subject matter of the dispute;

8.1.2 where such dispute relates to engineering construction or highway works it shall be referred to a Chartered Civil Engineer agreed upon by the parties or in default of agreement appointed on the application of either party by or at the direction of the President for the time being of the Institution of Civil Engineers;

8.1.3 where such dispute relates to the valuation of property it shall be referred to a Chartered Surveyor agreed upon by the parties or in default of agreement appointed on the application of either party by or at the direction of the President for the time being of Royal Institution of Chartered Surveyors; and

8.1.4 where such dispute relates to planning and related matters it shall be referred to a chartered town planner agreed upon by the parties or in default of agreement appointed on the application of either party or at the direction of the President for the time being of the Royal Town Planning Institute,

PROVIDED THAT the parties may otherwise agree an alternative Expert appropriate to the nature of the dispute.

8.2 Unless otherwise agreed by the parties to the dispute the Expert is to act as an independent expert and:

8.2.1 each party may make written representations within 10 (ten) Working Days of the appointment of the Expert and will copy the written representations to the other party;

8.2.2 each party is to have a further 10 (ten) Working Days to make written comments on the other's representations and will copy the written comments to the other party;

8.2.3 the Expert is to be at liberty to call for such written evidence from the parties and to seek such legal or other expert assistance as he may reasonably require;

8.2.4 the Expert is not to take oral representations from the parties without giving

- both parties the opportunity to be present and to give evidence and to cross examine each other;
- 8.2.5 the Expert is to have regard to all representations and evidence before him when making his decision, which is to be in writing, and is to give reasons for his decision; and
- 8.2.6 the Expert is to use all reasonable endeavours to publish his decision within 25 (twenty five) Working Days of his appointment (or such other time period as may be agreed between the Expert and the Parties).
- 8.3 Responsibility for the costs of referring a dispute to an Expert under this clause 8 including costs connected with the appointment of the Expert and the Expert's own costs will be decided by the Expert.
- 8.4 The Expert shall act as an expert and not as an arbitrator and his decision will subject to clause 8.5 (in the absence of manifest error) be final and binding on the parties to the dispute.
- 8.5 The provisions of this clause shall not affect the ability of either party to apply for and be granted any of the following: declaratory relief; injunctions; specific performance; payment of any sum; damages, and any means of enforcing this Deed and consequential and interim orders and relief.
- 8.6 No dispute difference or question may be referred to the Expert unless the dispute difference or question has first been communicated from one party to the other party by notice in writing and the parties shall have met in good faith to resolve the dispute or difference amicably but have failed to do so within 10 (ten) Working Days from the date of that meeting.

9. LOCAL LAND CHARGE PROVISIONS

- 9.1 This Deed is a local land charge and shall be registered by the Council as such.
- 9.2 On the written request of the Owner and payment of an administrative fee at any time after each or all of the obligations have been performed or otherwise discharged the Council will issue a written confirmation of such performance or discharge.
- 9.3 Following the performance and full satisfaction of all the terms of this Deed or if this Deed is determined pursuant to clause 10 the Council will on the written request of the Owner record such performance or determination in the Local Land Charges Register in respect of this Deed.

10. DURATION

- 10.1 This Deed will end (to the extent it has not already been complied with), if the Planning Permission:
 - 10.1.1 is quashed or revoked;
 - 10.1.2 is modified by any statutory procedure without the consent of the Owner; or
 - 10.1.3 expires before Commencement.
- 10.2 Where this Deed ends pursuant to clause 10.1 the Council covenants with the Owner and Developer that it will:
 - 10.2.1 remove all entries made in the Register of Local Land Charges in respect of this Deed within 20 (twenty) Working Days ceasing to have effect; and
 - 10.2.2 repay any Contributions that have been paid and which are not Committed in accordance with paragraph 1.3 of Schedule 3.

- 10.3 If the Council agrees pursuant to an application under section 73 of the 1990 Act to any variation or release of any condition contained in the Planning Permission or if any condition is varied or released following an appeal under section 78 of the 1990 Act, the covenants and provisions of this Deed shall be deemed to bind the varied permission and to apply in equal terms to the new planning permission save where the Council in their determination of such an application for the new planning permission or the Secretary of State or Inspector in their determination of such appeal indicate that consequential amendments are required to this Deed to reflect the impact of the section 73 application and in such circumstances a separate deed pursuant to section 106 of the 1990 Act will be required to secure relevant planning obligations relating to the new planning permission.

11. CHANGE IN OWNERSHIP

The Owner covenants with the Council to provide the Council with immediate written notice of any change in ownership of any part of the Site (other than a disposal to any person against whom this Deed is not enforceable pursuant to clause 5.7) occurring before all the obligations under this Deed have been discharged such notice to give details of the transferee's full name and registered office (if a company or usual address if not) together with the area of the Site purchased by reference to a plan.

12. WAIVER

No waiver (whether expressed or implied) by the Council of any breach or default by the Owner in complying with any of the covenants, terms or conditions of this Deed shall constitute a continuing waiver and no such waiver shall prevent the Council from enforcing any obligation, covenant or undertaking or from acting upon any subsequent breach or default of any obligation, covenant or undertaking by the Owner of the relevant terms or conditions or for acting upon any subsequent breach or default.

13. JURISDICTION

This Deed will be governed by and interpreted in accordance with English Law.

14. DELIVERY

The provisions of this Deed (other than this clause which shall be of immediate effect) shall be of no effect until this Deed has been dated.

SCHEDULE 1
Affordable Housing

In this Schedule the following words and expressions below shall mean as follows:

"2008 Act"	means the Housing and Regeneration Act 2008;
"Affordable Housing"	means affordable housing as described and defined in Annex 2 of the NPPF or any planning policy statement, guidance notes or circulars which may supersede it;
"Affordable Housing Scheme"	means the scheme to be submitted in accordance with this Schedule which shall include details of: i. the timing of the construction of the Affordable Housing Units; and ii. the arrangements for the transfer (or retention) of the Affordable Housing Units to (or by) a Registered Provider; and iii. the arrangements to ensure that such provision is affordable for both first and subsequent occupiers of the Affordable Housing Units; and iv. confirmation that the eligibility criteria to be used for determining the identity of the occupiers of the Affordable Housing Units and the means by which such eligibility criteria shall be enforced shall be in accordance with the criteria current at the date of submission of the Affordable Housing Scheme; AND for the avoidance of doubt shall include an Affordable Housing Plan;
"Affordable Housing Unit"	means a Dwelling to be provided as Affordable Housing in accordance with the approved Affordable Housing Scheme;
"Affordable Housing Plan"	means a plan identifying the location and tenure of the Affordable Housing Units on the Site;
"Affordable Rent"	means the rent charged for an Affordable Rented Unit which is up to 80% (eighty per cent) of local market rent including Service Charge;
"Affordable Rented Unit"	means rented housing provided by a RP let at Affordable Rent and which complies with the definition of 'Affordable housing for rent' in Annex 2 of the NPPF and the Council's Delivering Affordable Housing Policy KMBC Developer Contributions SPD June 2016 and "Affordable Rented Units" shall be construed accordingly;
"Chargee"	means any mortgagee or chargee of a RP or any manager or receiver (including an administrative receiver or administrator (including a housing administrator) appointed by such mortgagee or chargee) or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security including a housing administrator (each a receiver)) of the whole or part

	of the Site or any persons or bodies deriving title through such mortgagee or chargee or Receiver;
"Homes England"	means the Government's agency for the administration of affordable housing subsidy which definition shall include any successor agency/organisation taking over such functions;
"Nomination Agreement"	Means an agreement to be entered into between the Council and the Registered Provider which sets the terms of the letting protocol for Occupation of the Affordable Housing Units whether vacant by reason of first availability for Occupation or after initial Occupation;
"NPPF"	means the National Planning Policy Framework or any planning policy statement, guidance notes or circulars which may supersede it and which is current at the date of this Deed;
"Protected Tenant"	means any tenant who: a) has exercised the right to acquire pursuant to the Housing Act 1996 or any statutory provision for the time being in force (or any equivalent contractual right) in respect of a particular Affordable Housing Unit; or b) has exercised any statutory right to buy (or any equivalent contractual right) in respect of a particular Affordable Housing Unit; or c) has been granted a Shared Ownership Lease in respect of a particular Affordable Housing Unit and the tenant has purchased all remaining shares so that the tenant owns the entire Affordable Housing Unit
"Receipts"	means the aggregate receivable in each 12-month period in respect of (a) the net premium receivable on each disposal of the equity retained on a Shared Ownership Unit after deduction of all reasonable costs and expenses of the Registered Provider (including without limitation its administrative valuation and legal costs and fees) and (b) the net premium payable by any person exercising any right to buy an interest in a Social Rented Unit or an Affordable Rented Unit after the deduction of all reasonable costs and expenses of the Registered Provider (including without limitation its administrative valuation and legal costs and fees) and (c) the amounts repayable to central government or any Registered Provider by any person that has exercised a right to buy an interest at a preferential rate
"Regulator of Social Housing"	means the Government's agency for regulating registered providers of social housing and publishing rent standards which definition shall include any successor agency/organisation taking over such functions;

"Registered Provider"	means a registered provider being a social landlord registered with the Regulator of Social Housing as defined in the 2008 Act;
"Service Charge"	means the amount payable by the owner or occupant of any Affordable Housing Unit for all services, repairs, maintenance and improvements of a communal nature and insurance of the building and curtilage (where relevant) including estate management costs to the extent that all costs in the Service Charge have been reasonably incurred;
"Shared Ownership Lease"	means a lease in accordance with the guidance on model leases issued by Homes England in the Affordable Housing Capital Funding Guide or any superseding guidance under which a Shared Ownership Unit may be disposed of by way of shared ownership lease granted at a premium to be paid by the shared ownership lessee upon completion or raised by way of mortgage or charge and an annual rental element which is a percentage of the market value of the unsold equity as at the date of the grant of the lease and under which the provisions of the lease enable the shared ownership lessee to acquire the balance of the equity interest in the relevant Shared Ownership Unit via a Staircasing Event;
"Shared Ownership Unit"	means an Affordable Housing Unit which is disposed of by way of a Shared Ownership Lease to persons who cannot afford to meet their housing needs in the open market and "Shared Ownership Units" shall be construed accordingly;
"Social Rented Unit"	An Affordable Housing Unit owned by an Approved RP for which guidance target rents are determined through the national rent regime let to Occupiers who are eligible via the Council's Housing Allocation Policy and "Social Rented Units" shall be construed accordingly;
"Staircasing Event"	means any occasion on which a shared ownership lessee acquires additional equity in an Affordable Housing Unit pursuant to a Shared Ownership Lease or a tenant of an Affordable Rented Unit acquires equity in that Affordable Housing Unit and includes a statutory right to buy or right to acquire pursuant to the Housing Act 1996 or any statutory provision for the time being in force.

The Owner covenants with the Council as follows:

1. Prior to the Commencement of Development to submit to the Council for its approval in writing the Affordable Housing Scheme;
2. To ensure that the Affordable Housing Scheme delivers not less than 100% (one hundred percent) of the Dwellings as Affordable Housing.
3. Not to Commence the Development unless the Affordable Housing Scheme has been approved in writing by the Council (the "Approved Affordable Housing Scheme").
4. The Affordable Housing Units to be constructed as part of the Development are to be delivered in accordance with the Approved Affordable Housing Scheme (or any alternative Approved Affordable Housing Scheme as may be agreed between the Owner and the Council).

5. The Owner shall procure that
 - 5.1 the Registered Provider shall enter into a Nomination Agreement at least 6 (six) months prior to any Affordable Housing Unit being ready for Occupation and shall not cause or permit any Affordable Housing Unit to be Occupied until the Nomination Agreement has been entered into; and
 - 5.2 the Registered Provider pays the Council's reasonable legal costs incurred in the negotiation and preparation of the nomination Agreement
6. From the date of Practical Completion the Affordable Housing Units shall not be used for any purpose other than for Affordable Housing in accordance with the approved Affordable Housing Scheme, save that this obligation shall not be binding on:
 - 6.1 any Protected Tenant, any mortgagee or chargee of a Protected Tenant or any person deriving title from a Protected Tenant, or any successor in title to a Protected Tenant and their respective mortgagees and chargees; or
 - 6.2 a mortgagee, chargee or receiver of a Registered Provider where paragraph 6 of this Schedule has been complied with; or
 - 6.3 any purchaser from a mortgagee of an individual Affordable Housing Unit pursuant to any default by the individual mortgagor.
7. **Application of Receipts**
 - 7.1 In the event that the tenant or other Occupier of a Social Rented Unit or Affordable Rented Unit exercises the right to buy or right to acquire under applicable legislation to procure that any Registered Provider shall use or procure the use of Receipts to fund the provision of further Affordable Housing and to make such provision within the Borough of Knowsley in accordance with the provisions of this paragraph 7
 - 7.2 In the event that an Occupier of a Shared Ownership Unit exercises the right to acquire a further equity interest to use or procure the use of the Receipts to fund the provision of further Affordable Housing and to make such provision within the Borough of Knowsley in accordance with the provisions of paragraph 7
 - 7.3 In respect of the Affordable Housing Units:
 - 7.3.1 to give notice to the Council as soon as reasonably possible following any disposal of an equity interest or any other disposal takes place and to thereafter calculate the Receipts and thereafter notify the same in writing to the Council
 - 7.3.2 such Receipts shall be used for the provision of further Affordable Housing within the Borough of Knowsley on a basis to be prescribed by the Council and within such reasonable timescales as shall be prescribed by the Council; and
 - 7.3.3 the Receipts shall be ring-fenced in the accounts of the Registered Provider and they shall at least once a year supply to the Council a statement showing monies held pursuant to this Deed with such supplemental information showing how such funds are derived and the use of such sums in accordance with the provisions of paragraph 7.3.2 as the Council may require to satisfy itself that monies are being used for the provision of Affordable Housing in the Borough of Knowsley
8. **Chargee's Duty**
 - 8.1 The Chargee shall, before seeking to dispose of the Affordable Housing Units pursuant to any default under the terms of its mortgage or charge, give prior notice to the Council of its intention to dispose, and shall have used reasonable endeavours over a period of three months (or such

shorter period as may be agreed in writing between the Chargee and the Council (the "Approved Period")) from the date of the written notice to complete a disposal of the Affordable Housing Units to another Registered Provider or to the Council for a consideration not less than the amount due and outstanding under the terms of the relevant security documentation including all accrued principal monies, interest and costs and expenses: AND

if such disposal has not completed within the Approved Period, the Chargee shall be entitled to dispose of the Affordable Housing Units free from the provisions in this Agreement which provisions shall determine absolutely

9. Ownership And Operation By A Registered Provider with Grant Funding

9.1 For such time as:

- 9.1.1 the Development is owned and operated by a Registered Provider; and
- 9.1.2 Homes England grant funding is secured for the construction and delivery of all of the Dwellings as Affordable Housing by the Registered Provider; and
- 9.1.3 all of the Dwellings are provided by the Registered Provider as Affordable Housing as permitted pursuant to Homes England grant funding;

paragraph 2 of this Schedule 1 shall not apply.

9.2 The provisions in paragraphs 1 – 8 and 9.1 shall cease to apply in relation to a Dwelling if it is required to be disposed of by:

- 9.2.1 any statutory provisions now or hereafter in force relating to the regulation of Registered Providers; or
- 9.2.2 Homes England; or
- 9.2.3 a court order;

and any subsequent disposal of such Dwelling

SCHEDULE 2

Financial Contributions

Interpretation

In this Schedule the following words and phrases shall have the meanings:

"Biodiversity Contribution" means the sum of £2,200 (Two Thousand Two Hundred pounds) to be applied by the Council towards the Biodiversity Purposes

"Biodiversity Purposes" means the provisions of such works or the expenditure of such sums as the Council may deem necessary for the creation of a net increase in biodiversity within the Borough of Knowsley

"Contributions" means together the Biodiversity Contribution, the Habitat Loss Contribution and the Social Value Contribution

"Habitat Loss Contribution" means the sum of £44,516.65 (Forty Four Thousand Five Hundred and Sixteen pounds) to be applied by the Council towards the Biodiversity Purposes

"SPD" means the Council's adopted SPD "Adding Social Value to Development: Employment and Skills" dated September 2018

"Social Value Strategy" means a strategy for providing training programmes and delivering social value during construction and end use phases of the Development as required and described in the SPD and which has been submitted by the Owner in support of the Application approved by the Council as part of the Planning Permission and annexed to this Deed

"Social Value Contribution" means the sum of £8,800 (Eight Thousand Eight Hundred pounds) to be used by the by the Council's approved partner organisation to support the provision of social value activity relevant to the Development in accordance with the approved Social Value Strategy. Social Value activity may include but shall not be limited to the provision of apprenticeships, local employment and trainee placements

The Owner covenants with the Council as follows:

- 1.1 Prior to the Commencement the Owner shall pay the Contributions to the Council and shall not Commence the Development until the Contributions have been paid to the Council.

SCHEDULE 3

Council's Covenants

The Council covenants with the Owner as follows:

1. EXPENDITURE OF CONTRIBUTIONS

- 1.1 To issue separate receipts if so requested in writing by the Owner for any sum paid to the Council under this Deed.
- 1.2 To ensure that the Contributions shall only be applied towards the purposes identified in this Deed unless otherwise agreed with the party that paid the relevant Contribution.
- 1.3 In the event that a Contribution is not expended or Committed within 10 (ten) years of the date of the last payment comprising that Contribution, then in those circumstances the Council shall repay any amounts not expended to United Utilities Property Services Limited (Co. Regn. No. 2380021) .

SIGNATURE PAGE

THE COMMON SEAL OF THE COUNCIL
was affixed in the presence of:

Nye



AN

LICITOR

Seal No: 31668

EXECUTED as a DEED by
**UNITED UTILITIES PROPERTY
SERVICES LIMITED**
in the presence of:

Signed by:
Director.. *R*

Full Name of

Signed by:
Director/Secretary.. *Dave* *n. 11* *n. 11*
8EB263

Full Name of Director/Secre

APPENDIX A
Site Plan



IMPORTANT NOTE:
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Revision	By	Date
Rev A - Scale bar added	IF	04.10.23
Rev B - Updated to planners comments	BDC	24.11.24
Rev C - Updated to planners comments	BDC	30.01.24

Client:		
Partner CONSTRUCTION LTD		
Project Title:		
Residential Development		
Address:		
Carr Lane Prescot Knowsley		
Drawing Title:		
Location Plan		
Drawing No:		
UL/CJ/LP/01		
Dwn:	Ckd:	Date:
BG	ST	17/08/23
Scale:		Paper Size:
1:1250		A3
Rev:		C

4 Kings Walk, Pennington Wharf, Frank Lane, Leigh, W/VZ, AZ
Tel: 01925 47615
e-mail: enquiries@baldwin.co.uk
www.baldwin.co.uk

Certificate Of Completion

Envelope Id: 95C91289-BF33-424D-B776-63813C1582A9	Status: Completed
Subject: Complete with Docusign: S.106 - Carr Lane Prescot Engrossment.pdf	
Registered at the Land Registry?: No - Not to be Registered at LR	
Source Envelope:	
Document Pages: 19	Signatures: 2
Certificate Pages: 4	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelope Stamping: Enabled	Michael Welsh
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	London, London EC4N 8AF
	micwelsh@dacbeachcroft.com
	IP Address: 90.195.122.121

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06 January 2025 15:26	micwelsh@dacbeachcroft.com	

Signer Events

Robin Uttley
robin.uttley@uuplc.co.uk
Security Level: Email, Account Authentication (None)

Signature

Signed by:

30118BE94F1D472

Signature Adoption: Pre-selected Style
Using IP Address: 158.41.32.1

Timestamp

Sent: 06 January 2025 | 15:44
Viewed: 06 January 2025 | 15:48
Signed: 07 January 2025 | 11:40

Electronic Record and Signature Disclosure:
Accepted: 06 January 2025 | 15:48
ID: 3dc82ccd-6154-468a-9954-b7540cc03c75

Darren Anthony Hill
darren.hill@uuplc.co.uk
Security Level: Email, Account Authentication (None)

Signed by:

8EB26316C42B4BA

Signature Adoption: Pre-selected Style
Using IP Address: 158.41.32.1

Sent: 07 January 2025 | 11:40
Viewed: 07 January 2025 | 13:20
Signed: 07 January 2025 | 13:21

Electronic Record and Signature Disclosure:
Accepted: 07 January 2025 | 13:20
ID: 7502d664-7c36-4cb8-abc0-d0dea5746476

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	06 January 2025 15:44

Envelope Summary Events	Status	Timestamps
Certified Delivered	Security Checked	07 January 2025 13:20
Signing Complete	Security Checked	07 January 2025 13:21
Completed	Security Checked	07 January 2025 13:21

Payment Events	Status	Timestamps
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