00/00833/EOL

DATED NOVEMBER 2004

PARTIES: (1) KNOWSLEY M.B.C.

(2) PETER CRITCHLEY, MAURA CRITCHLEY & ANN PAGE

# DEED

## RE: TARBOCK HALL GOLF CLUB DEVELOPMENT

BERYL HEATH, LL B HONS DMS
HEAD OF LEGAL SERVICES
KNOWSLEY MBC

REGENERATION\DEEDS\KWP\J26\08/11/2004\HK

**THIS DEED** is made November 2004

**BETWEEN**

1. **KNOWSLEY METROPOLITAN BOROUGH COUNCIL** ("the Council") of Municipal Buildings, Archway Road, Huyton, Knowsley, Merseyside, L36 9YU.

2. **PETER CRITCHLEY** and **MAURA CRITCHLEY** of Tarbock Hall Farm, Ox Lane, Tarbock, Prescot, Merseyside and **ANN PAGE** of The Old School House, School Lane, Burscough, Near Latham, Lancashire hereinafter collectively referred to as ("the Owners")

**RECITALS**

1. The Council is the Local Planning Authority for the purposes of this Deed for the area within which the land described in the First Schedule ("the Land) is situated and by whom the obligations contained in this Deed are enforceable.

2a The Owners are the freehold owners in possession of land at Tarbock Hall Farm, Ox Lane, Tarbock, Prescot, Merseyside which is shown edged red on the plan annexed hereto.

b. The Owners are the freehold owners in possession of land at Tarbock Hall Farm, Ox Lane, Tarbock, Prescot, Merseyside which is shown edged blue on the plan.

3. By his agents on 24 January 2001 Mr Peter Critchley applied to the Council for:-

   (i) construction of golf course, conversion of grain barn to form clubhouse, construction of car parking areas and new vehicular access under reference 00/00833/FUL

(ii) listed building consent for the conversion of the Grain Barn to form a golf club house, together with construction of car parking areas under reference 00/00832/LBC

"the Planning Applications."

4. On 12th April 2001 the Council resolved to grant planning permission "the Planning Permission" and listed building consent subject to this Agreement being completed.

**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 Owners covenant with the Council to observe the restrictions and carry out the works/activities specified in the Second Schedule.

**2.** It is agreed and declared as follows:

2.1 The expressions "the Council" and "the Owners" shall include their successors in title and assigns.

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 only upon the date specified by the Owners in a written notice served upon the Council as the date upon which the Development is to be commenced or, if no such notice is served, the actual date on which the Development was begun within the meaning of the Town and Country Planning Act 1990 Section 56 but this shall

not be taken to include normal site clearing operations or investigations, "the Effective Date".

2.4 If the Planning Permission granted pursuant to the Planning Application shall expire before the Development is begun or shall at any time be revoked this Agreement shall forthwith determine and cease to have effect.

2.5 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 the Planning Permission granted after the date of this Agreement.

2.6 This Agreement is a local land charge and shall be registered as such.

2.7 In this Agreement the following expressions shall have the following meanings:-

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| "Act" | : | shall mean the Town and Country Planning Act 1990 as amended |
| "Blue Land" | : | shall mean land falling out with the Planning Application Site but within the control of the Owners shown edged blue on the attached plan |
| "Development" | : | shall mean the works authorised under the Planning Permission |
| "Planning Application Site" | : | shall mean the land falling within the sites as defined in the Planning Applications and indicated by a red line on the attached plan. |
| "Planting Season" | : | shall mean the period 1 November in one year to 31 March in the next year |

| | | |
|---|---|---|
| "Protected Wildlife Species" | : | shall mean any species defined in the Wildlife and Countryside Act 1981 or any subsequent relevant legislation |

2.8 Where in this Agreement any approval or agreement is required of the Council, then any such approval or agreement shall not be unreasonably withheld or delayed.

2.9 A person or persons who is not a party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any terms of this Agreement.

**IN WITNESS** whereof this Agreement has been duly executed as a Deed by the parties on the date hereof

## FIRST SCHEDULE

Land and premises at Tarbock Hall, Ox Lane, Tarbock, Merseyside shown edged red on the attached plan.

## SECOND SCHEDULE

The Owners hereby covenant with the Council that:

**A Landscape and Ecological Management Plan**

(a) by the end of the first whole Planting Season following the Effective Date, to complete the planting within the Planning Application site in accordance with the terms of the conditions set out in Planning Permission (which planting for the avoidance of doubt includes inter alia grasses, wild flowers, wetland plants) and to notify the Council in writing within two weeks once the planting works have been completed.

(b) upon notification to the Council that planting works have been completed, to manage and maintain the Planning Application Site in accordance with the Management Plan (MP) described in clause (d) below.

(c) no later than three months after the Effective Date, a draft MP shall be submitted to the Council for approval. Following consideration by the Council (if necessary) an amended MP shall be submitted within six weeks of receipt by the Applicant of the Council's comments on the draft MP, which reflects and satisfies any concerns identified by the Council. Subject to the foregoing the MP shall thereafter be approved in writing by the Council.

(d) the proposed MP shall encompass: the long term aims and objectives for management of all land and water bodies (which term includes for the avoidance of doubt, the Planning Application Site (edged red) and the Blue land edged blue on the planning application location plan) together with a five year work programme and a detailed annual work programme incorporating:

(i) details of drainage measures for fairways, roughs, tees and greens to the golf course.

(ii) details of chemical policy, waste disposal policy, pest control policy and proposals for the use and monitoring of the effects of the use of fertiliser.

(iii) programme for the upkeep of public access routes across the site.

(iv) a system for documenting the progressive implementation of the MP and any revisions thereto which have been agreed in writing with the Council.

(v) details of method of tree protection, means of weed control, fertiliser application if proposed, replacement of failed stock, maintenance of paths and rides etc; together with a monitoring programme and identification of the resources to undertake such monitoring programme.

(vi) clear aims, objectives and priorities for biodiversity, landscape, recreational use and economic potential.

(vii) timescales - including timescales for completion of all planting of whatever nature indicating, if appropriate, different timescales for different areas.

(e) before the first paying public use of the land as a golf course, (and following receipt of the Council's written approval of the MP) the Owners will commence implementing the MP; all costs of implementing the MP shall be borne by the Owners.

(f) the MP shall be implemented in accordance with the phased management programme contained in it for a period not less than twenty five years.

(g) the MP shall be reviewed in conjunction with the Council every five years from the date of approval of the MP.

(h) annual reports of implementation shall be submitted to the Council on work(s) undertaken, by the end of January each year for the preceding year, stating clearly how management has been implemented against the objectives of the MP with a view to informing the process of the MP review.

(i) the MP shall be prepared and implemented by suitably qualified and experienced personnel details of whom shall be submitted in writing to the Council for approval prior to appointment.

[redacted]

